



AGENDA

City Commission Meeting

6:00 PM – Thursday, March 16, 2023 – City Hall

INVOCATION: ELDER ELIJAH PERRY, CHURCH OF GOD BY FAITH

PLEDGE OF ALLEGIANCE: COMMISSIONER ASHCRAFT

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

January 28, 2023 City Commission Retreat

3. PRESENTATIONS

3.1 Grants Development and Planning

4. AUDIENCE TO BE HEARD

5. CONSENT AGENDA

5.1 Resolution Number 23-23: Recording Utility Liens

5.2 Resolution Number 23-28: Parks and Recreation ADA Kayak Launch Purchase

5.3 Resolution Number 23-29 Colonial Inn Motel

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 23-24: Site Plan with Waiver to Garages Requirement for a Tiny Homes Community on East Woodward Avenue

6.2 Resolution Number 23-25: Lease Agreement with the Eustis Community Alliance, Inc. for 1128 Clifford Avenue authorizing the City Manager to execute a lease agreement with the Eustis Community Alliance Inc. (ECA) for the building located at 1128 Clifford Avenue.

6.3 Resolution Number 23-26: 44 Sharps Circle (Sharps Mobile Home Park)

6.4 Resolution Number 23-27: Bates Avenue WWTP Expansion – CMAR Services

6.5 **FIRST READING**

Ordinance Number 23-05: Voluntary Annexation

Explanation of Ordinances for Annexation of Parcels with Alternate Keys 1784077, 1784140, 1444756, 2585153 and 2535628

6.6 **FIRST READING**

Ordinance Numbers 23-06: Comprehensive Plan Amendment

Explanation of Ordinances for Annexation of Parcels with Alternate Keys 1784077, 1784140, 1444756, 2585153 and 2535628

6.7 FIRST READING

Ordinance Numbers 23-07: Design District Assignment

Explanation of Ordinances for Annexation of Parcels with Alternate Keys 1784077, 1784140, 1444756, 2585153 and 2535628

7. OTHER BUSINESS

7.1 Audit Report Presentation

7.2 Department Updates:
Economic Development
Parks and Recreation

8. FUTURE AGENDA ITEMS

9. COMMENTS

9.1 City Commission

9.2 City Manager

9.3 City Attorney

9.4 Mayor

10. ADJOURNMENT

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

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

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



City of Eustis

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TO: EUSTIS CITY COMMISSION

FROM: Christine Halloran, City Clerk

DATE: March 16, 2023

RE: Approval of Minutes

Introduction:

This item is for consideration of the minutes of January 28, 2023 City Commission Retreat.

Recommended Action:

Approval of the minutes as submitted.

Policy Implications:

None

Prepared By:

Mary Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Retreat

8:00 AM – Saturday, January 28, 2023 – City Hall

CALL TO ORDER: 8:05 a.m.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

1. WORKSHOP ITEM WITH DISCUSSION, PUBLIC INPUT AND DIRECTION

Tom Carrino, City Manager, announced that the Cemetery Update would be provided at a later date due to staff being out. He explained that departments will each provide a three to five minutes verbal presentation toward the end of the meeting which will talk about their projects and initiatives as well as discuss what additional resources they could use to be more effective.

1.1 Land Development Regulation and Comprehensive Plan Discussion

Mike Lane, Development Services Director, cited recent topics of discussion and concern including the County's PUD process, the City's PUD process, the County's adoption of the Rural Conservation Subdivision District, and the City's proposed Rural Residential Transition district.

The meeting was paused at 8:08 a.m. while staff addressed an issue with the Commission monitors. The meeting resumed at 8:10 a.m.

Mr. Lane continued noting other issues to be discussed include Map 19 in the Comprehensive Plan, the sign ordinance, trees and other issues. He cited the two most recently approved County PUD's White Rose Subdivision and Mount Dora Groves North. He provided a breakdown of the Lake County PUD process noting the details included in each ordinance. He cited the inclusion of requirements pertaining to bear management. He commented on an included requirement that the owner agrees to not enter into any covenant with a City to annex "which alters the pre-requisites of a voluntary annexation." He stated they include an expiration date if physical development does not commence within three years from the date of the ordinance. He added that the County Code Enforcement Magistrate is provided the authority to enforce the terms and conditions of the PUD.

Mr. Lane provided some comparison between the County PUD and the City's and indicated that the City uses the PUD to allow flexibility and innovation which gives the developer more leeway in what they can include. He stated that the City is expecting the developer to create their own code and bring it to the City and indicate those areas that are different from the City's code. He opined that the City's PUD gives the developer the opportunity to be more creative. He stated the City does not need an 18 to 25 page ordinance with a lot of detail.

Mr. Carrino asked the Commission how much of the County's regulations that they would like in the City's regulations. He commented on the extreme detail included in the

County's PUD ordinances and indicated the City has not gotten into home by home design standards. He questioned what types of items the Commission wants to include with that type of detail.

Mayor Holland cited the need to have residential design standards to improve the look of the developer's product. He stated that when a property annexes into the City, he wants to know what their basic plans are.

Commissioners Hawkins and Cobb concurred with Mr. Carrino indicating that may be an issue to be discussed with the City Attorney to determine what can be required as part of an annexation application. He cited the possibility of a property owner wanting to annex into the City but not be planning to develop until years in the future so there are no definite plans at the time of application.

Mr. Lane noted the number of planning tools that may be made available to developers to encourage development aligning with the City's preferences. He cited examples of discussions with developers to show them what the City prefers.

Mr. Carrino indicated that a best practices manual might not carry the full weight of the City's code but would provide the developers with guidance on what is preferred.

The Commission commented on the wordiness of some regulations. Comments were made on somehow combining the City's PUD regulations with the County's.

Mr. Carrino explained the City's PUD ordinance (in the code) is longer than the County's; however, the City's individual PUD ordinances are shorter. He indicated that the City provides more guidance on how to do the ordinance with the County providing more detail in the actual individual ordinances.

Mr. Lane commented on specific details and changes in culture and climate when trends change. He stated that if there is innovation and flexibility then a different product in the future may have advantages. Flexibility gives the developer more opportunity for different products in the future.

The Commission commented on the need to work on bear management and wildlife conservation.

Mr. Lane reviewed the County's Rural Conservation Subdivision specifics.

Mr. Carrino reported that the County Commission just approved the ordinance on first reading. He noted that Commissioner Campione had asked that it be amended to include the City's verbiage regarding specific species within the Wekiva Study Area.

Mr. Lane noted the County document is quite lengthy and cited certain specifics including special design elements, neighborhood greens and greenways, landscape alleys, foreground meadows and other items that the City's code does not discuss. He indicated that it focuses more on the one unit per five acres, one unit per three acres and one unit per one acre type of developments. He indicated the City is nowhere close to that except in the agricultural districts. He asked if that is something the Commission is interested in.

Mr. Carrino stated that the County ordinance is largely based on the Randall Arendt four-step design process. He indicated that the basis of that process is in the City's code as an optional way forward; however, the City does not get into the detail that the

County does. He explained how the process works with homes being clustered in appropriate areas. He commented on the specificity included in the County's ordinance.

The Commission discussed the options available in the City for design plans.

The Mayor encouraged the Commission to take the review document and make notes and then schedule a separate workshop.

Discussion was held regarding Map #19 with Mr. Lane commenting on other areas the City can consider expansion into including the north and northwest. He indicated the City is already at the boundaries of the map. He suggested replacing the map rather than eliminating it.

Mr. Carrino commented on the County asking all of the cities to either adopt a JPA or revise their JPAs. He cited the most recent meeting and suggested that the City consider developing a new JPA boundary which would replace Map #19. He stated the County and cities are scheduling quarterly meetings on the issue.

Mr. Lane then discussed the proposed Rural Residential Transition District (RRT) which includes three units per acre. He explained it was an attempt to have a district with the three units per acre. He noted that it does discuss the PUD in the Land Development Code. He explained specifics of the district including 35% open space, 50 foot buffers, Homestead and Estate lot types. He commented on what a developer would have to do with a PUD if they wanted more than two units per acre or if they wanted less than 35% open space. He indicated that there would be a required minimum of 25% open space and stated that would not be allowed in certain areas where the minimum would be 35%. He commented on the varying buffer requirements from 50 feet to 15 feet depending on the terrain. He stated they need additional direction from the Commission on where to go with the new district.

Mr. Carrino commented on the development rights of property owners and developers and guidelines and goals for development with PUDs. He explained the intent was to provide guidelines for those people wanting to develop by right versus working with the City on a development. He stated what staff is asking is for the Commission to keep the proposed district in mind as they work with the County. He further asked that the Commission think about what they want to see in the City's process so staff can bring it back in the future.

Mr. Lane cited the City's sign ordinance noting that a workshop would be scheduled to discuss signs and indicated concern had also been expressed regarding fencing. He noted that the City is one of the few cities he's worked in with a fence permit process.

Mr. Carrino commented on the benefits and consequences of the fence permit process. He noted the issues with approvals of permits and liability issues. He indicated the County has started not issuing fence permits.

Mr. Lane explained that the only way to have a true fence permit process is to require a boundary survey. He noted that a lot of people don't have a survey, don't want one and don't want to pay for it. He indicated that the corners have to be flagged for the installer to know where to place the fence.

Mr. Carrino noted that the City allows people to submit a plan for their fence but does not go out and confirm the boundaries.

The Commission discussed future intentions on whether to retain the fence permit process with Mr. Lane indicating the City has flyers for residents that explain the requirements. He stated that is what most municipalities have.

Mr. Carrino indicated that the City can provide the information to the more active fence contractors regarding no longer requiring permits but here are the regulations.

Mr. Lane indicated they can provide information bulletins on the City's website.

Jeff Richardson, Development Services Deputy Director, commented on his experience with fence permitting and creating community awareness for fences with brochures and information available to the public. He expressed concern with homeowners trying to do it themselves. He commented on issues with the tree permits as well noting that those aren't required in other areas.

The Commission noted the information could be included in the water bill and pamphlets could also be available at the water department.

Mr. Carrino confirmed that eliminating the fence permit would require an ordinance.

CONSENSUS: It was a consensus of the Commission for staff to bring back an ordinance omitting the fence permits.

Mr. Lane emphasized there are a number of planning tools available that the City is not using. He cited pattern books and providing pamphlets with different information. He commented on the need for intermediate housing and how that could be addressed.

The Commission asked about tiny houses and the minimum size of structures with Mr. Lane stating the City does not have minimum sizes.

Mr. Carrino noted that single family homes are required to have garages with the Commission commenting on the open carports previously allowed.

Mr. Carrino noted that the City's Code is not designed for tiny houses.

The Commission commented on the increasing cost of homes and how residents may try to look at ways around the high prices.

Discussion was held regarding whether or not they want tiny homes included in existing neighborhoods with Mr. Lane commenting on "pocket neighborhoods" that have been created. They are smaller, site-built, craftsman type homes, not the mobile home type tiny homes.

Discussion was held regarding a project that will be coming before the Commission that features tiny homes with Mr. Richardson explaining that project is actually more for an independent version of a group home.

The Commission expressed appreciation to the Development Services staff for modernizing the process and working with the community.

Mr. Carrino informed the Commission there is a checklist included with their packets and asked them to review it and indicate what issues they are interested in discussing or changing.

1.2 Eastern Area Utility Discussion

Mr. Carrino explained the Eastern Area utility request from Lake County sent to Mount Dora and Eustis regarding providing utility service to the eastern area. He stated

that Apopka is willing to serve the area and limit its surcharge to no more than 10% no annexation requirement and they are ready, willing, and able to extend utilities. He stated he had a concern regarding whether they are asking if the City is willing to serve or would the City be required to extend the lines at the City's cost.

Mr. Carrino reviewed maps showing the Eustis and Mount Dora JPA's as well as the area to be served. He noted areas that either the City already serves or has been asked to serve. He stated that the area in question is outside both the Eustis and Mount Dora JPA. He indicated that Eustis is well positioned to serve the area within the Plymouth Sorrento CRA since they are already serving areas nearby.

Mr. Carrino reported that he and Rick Gierok met with Mount Dora and they do not feel well positioned to serve the area. He reported that he has tried to schedule a meeting with the County Manager and Apopka to get a better understanding of what they are trying to do. He noted that the City's Code requires annexation, but the City Commission can waive that requirement to allow service without annexation. He did not recommend waiving annexation for the entire area, but on limited or case by case basis in the Eastern area into the future. He stated he is seeking direction from the Commission regarding the issue.

The Commission asked if they would be setting a precedent if they limit the surcharge.

Mike Sheppard, Finance Director, responded that the plant servicing that area is so far out the City will never be able to annex anyway. He recommended that plant have its own rate structure and noted that the City is undertaking a new rate study. He indicated that might eliminate the 10% surcharge issue.

Mr. Carrino explained that the cost of operating the eastern plant is different than what it costs to operate the Bates Avenue plant. Therefore, if the cost of service for the eastern plant is accurately reflected, then a surcharge may not be needed.

The Commission asked if Apopka is willing to serve the area with Mr. Carrino indicating the City needs to meet with them. He cited how far they are located from the area and the number of new developments occurring in that area. He stated the City needs to discuss the situation with them. He commented they are doing a reclaimed water interconnect between Mount Dora and Apopka. He questioned the level of their capacity.

Mr. Sheppard suggested the City could consider imposing a transmission impact fee for developers along those lines which may be an opportunity to recover some of those costs. He explained it would be an area specific impact fee. He indicated that creation of that fee could be included in the impact fee study.

Commissioner Cobb reported on a meeting she had with the President of the Sorrento CRA and Rick Gierok a year and a half previous regarding providing water to the CRA and the surcharges. She said they considered making the CRA the customer and selling them the water wholesale and the CRA would do their own billing.

Mr. Carrino indicated that would be similar to the agreement they have with the City of Umatilla.

Commissioner Ashcraft asked about the areas outside of the Sorrento CRA with Mr. Carrino indicating they would have to discuss that. He noted there the inquiry is for an area larger than the CRA.

Mayor Holland stated that, with the Commission's permission, he would contact Mr. Nelson with Apopka and schedule a meeting.

CONSENSUS: It was a consensus of the Commission for the Mayor to meet with the Apopka Mayor. It was also a consensus for staff to bring back an update once they have more information.

1.3 Cemetery Update

Mayor Holland announced the cemetery update would be postponed but that Rick Gierok would be providing an update and conduct a workshop on the cemetery. He stated the new rates are in affect for the Greenwood Cemetery and a number of lots are being sold. He commented on new features the City will be able to provide at the cemetery. He cited the need to master plan the cemetery.

1.4 Proposed Solar Project

RECESS: 9:25 a.m. RECONVENED: 9:45 A.M.

Greg Dobbins, Deputy Director of Public Works for Utilities, discussed the possibility of utilizing solar energy. He cited photovoltaic systems, known as floating solar, which allow standard PV panels to be installed on large bodies of water such as the water retention reservoirs, cooling ponds and stormwater ponds. He noted the City has three large energy users in the water plant, wastewater plant and reclaimed pumping system. He explained they met with a company and provided them with the City's power bills for a year and they provided a design of what the City would need for a solar array.

Mr. Dobbins further explained how the floating panels are assembled and installed. He indicated they have a 25 year life span. He indicated the project would require an upfront payment of \$1.5 million with an investment tax credit of 30% and adders resulting in a \$600,000 credit back to the City. The annual operation and maintenance cost would be \$5,000 for the first year with a gradual increase up to the 30th year of \$7,700. He further explained that each location would have a set of panels and an inverter. The life span of an inverter is about fifteen years with about \$30,000 to replace the inverters after fifteen years. He stated that the payback period was estimated at 9.7 years. They estimated the electric bill savings at \$4.066 million over the 30 year period. He indicated there would also be a peak demand charge based on the highest usage for that month and ability to supply power at any given time. He reviewed the comparison of the annual billing versus estimated savings. He then asked the Commission for direction.

Commissioner Hawkins confirmed that after ten years the City would see a profit.

Commissioner Cobb asked if there are grants through the State of Florida with Mr. Dobbins indicating they have not researched that yet. He commented on a project they went and looked at in Orlando.

Commissioner Cobb asked the effect and cost if it gets hit by lightning with Mr. Sheppard indicating they could check and see if it would be covered. He asked about the tax credit since the City doesn't pay taxes with Mr. Dobbins explaining it is a one time payment to local government, not a tax credit.

Mr. Dobbins indicated he would put something together for the City Commission.

Mr. Carrino noted that the Deputy Finance Director would be sending out information initiating the CIP process.

1.5 Placer.ai Demonstration

Al Latimer, Economic Development Director, provided a demonstration on Placer.ai data analytics software. He explained how the software can benefit the City and the business community. He stated the software will provide data on various points of interest and provided examples of some analytics provided through the software.

Mr. Latimer noted examples of local businesses/locations, including Ferran Park, Peddler's Wagon, and Mystic Ice Cream. He highlighted a report of nearby activity within 250 feet of Ferran Park, including local businesses. He referenced the ability to drop a pin on a location and query traffic for any road within the system. He explained that Placer.ai tracks auto and foot traffic volume through cell phone and government data. He noted crime, shopping and demographic data collected that is useful for vendors. Mr. Latimer cited various reports with useful data that would be important for businesses that have outdated or stale information for the area. He noted they can also track ethnicity which can help businesses, such as Publix, determine which products to stock.

Mr. Carrino stated the software would also be helpful for strategic planning purposes and identifying the types of businesses to try and attract to the City. He noted the data is about three to four days old and is not in real time.

The Commission asked how the data is sourced with Mr. Latimer explaining they have agreements with credit card companies and other public sources to create the demographics.

The Commission asked about the expense with Mr. Carrino indicating the cost is \$10,000 per year. Mr. Latimer indicated they were able to negotiate them down from \$17,000.

Discussion was held regarding all of the different departments that may be able to utilize the data.

1.6 Duke Transmission Line Project

Mr. Carrino reported on the Duke Transmission Line Project and indicated Duke Energy would be providing an update at the February 16, 2023 City Commission meeting. He noted that transmission lines are going away and the City would like for the service lines along the lake be placed underground. He stated staff is working with Duke Energy regarding that and they agreed to look at the service lines to determine what can be undergrounded and what would be the associated costs. He stated that Nancy Dodd provided a rough estimate of \$1.2 million to underground the service in Ferran Park. She had stated to get further analyzation with more detail and cost for a binding estimate would cost the City about \$3,000. She also informed him she thought the construction cost would come down some if they do the binding estimate. He indicated he thought the price was reasonable but they need more information regarding the scope of the project.

Mr. Carrino explained that once the scope of the project is determined Duke does not typically participate in the construction cost so the City would have to decide whether or not it wants to pay for the construction to underground the lines and where the funding

was coming from. He expressed the hope that they may be able to convince Duke Energy to participate in both the estimate and construction costs.

CONSENSUS: It was a consensus of the Commission to move forward with obtaining the binding estimate.

1.7 Other Discussion Items

Mr. Carrino indicated that several departments would be providing updates and then the intent was to obtain Commission comments and input on what they would like staff to be working on. He noted that the City would be engaging in a strategic planning process which is a facilitated process. He explained how that would occur. He noted there are two finalists for the consultant and staff is negotiating with the top choice. He indicated the retreat is an opportunity for the Commission to inform staff what is important to them and what they would like to see prioritized.

Mayor Holland suggested that they hear from each department head and then the Commission has the opportunity to ask questions and hear what their needs are.

Events and Tourism

Miranda Muir, Events and Tourism Manager, noted she has a presentation scheduled for the next Commission meeting. She reported on plans for the 2023 GeorgeFest and announced the headliners. She commented on the need for volunteers to assist with the events.

Mayor Holland noted how much their projects effect the downtown businesses and cited the need for the Commission to provide them what they need to do that. He commented on how important the downtown is to the City as a whole and expressed pride in the Events team.

Ms. Muir commented on the new Events software which will help provide information to possible vendors and entertainers regarding how many people they expect to be at an event which will help to attract more and better vendors and entertainment.

Vice Mayor Lee complimented Ms. Muir on the decorations in the park and her influence on the City's events.

Ms. Muir complimented the Police Department on how the holiday decorations were able to be left up the entire time and there was no vandalism.

Discussion was held regarding the issues with the sound in Ferran Park with Ms. Muir indicating that both Public Works and Parks and Recreation have been working on that problem and it should be resolved.

Commissioner Hawkins asked if they wanted to reach out to the Eustis High School ROTC as an option to man the City tent with Ms. Muir stating they usually reach out to City employees first and then to the ROTC and other organizations.

Commissioner Hawkins commented positively on the extension of GeorgeFest to an entire week.

Commissioner Cobb complimented Ms. Muir on the various events.

Parks and Recreation

Craig Dolan, Parks and Recreation Director, reviewed their events throughout the year, including being the first after-school program to have a 4H program. He noted they now

have a rabbit which will be shown at the Fair. He highlighted other programs including flag football, basketball program, Father/Daughter Date Night, and an adult prom with a Woodstock theme. He commented on the purchase and installation of the speakers for Ferran Park. He reported they are working on WIFI for the bandshell. He indicated they have it for the pool and, once it is expanded, they will be able to play music in the park.

Mr. Carrino explained that the speakers in the park will not be active when there are performances on the bandshell as the acoustics wouldn't work. He indicated it would be for events where they want to project into the park such as Memorial Day.

Mr. Dolan continued his review of the various programs including winter, spring and summer camps, and upcoming cooking program for kids. He reported they have added a fence to the Woman's Club to create a courtyard and also added some lighting. He cited the addition of a fence to the breezeway at the Community Center so the Lakeview Room can be left open during weddings. He commented on the painting of the inside of all of the buildings.

The Commission asked what help is needed with Mr. Dolan asking that they approve the upcoming resolution to purchase the two vans. He noted the difficulty in hiring CDL drivers for the bus. He explained that the 15-passenger vans do not require the CDL drivers.

Commissioner Hawkins expressed support citing his partnership with Toddlers of Lake County. He asked about removing the carpet at the Community Center with Mr. Dolan stating there is terrazzo tile underneath and he has it scheduled for July. He indicated he is asking a few companies to come out and look at it to see if it is viable to pull up the carpet. He added that they do have money budgeted for the project.

Commissioner Cobb thanked Mr. Dolan for the 4H program.

Vice Mayor Lee asked the number who attended the daddy/daughter dance and the adult prom with Mr. Dolan responding that this year they had 65 attendees and the previous year they had 50. Regarding the prom, he stated the first one had 50 attendees and they are hoping to increase.

Mayor Holland commented on the number of attendees for the toddler events in Ferran Park and complimented Mr. Dolan on the entertainment. He commented on the flag football games, the number of participants and the family engagement.

Library

Ann Ivey, Library Director, reported on the library's joining with the Lake County Library System on January 6, 2020. She stated their circulation has increased by 10,000 each year for the last three years which has increased the amount of funding received from Lake County. She stated the funding has increased from \$78,000 to \$101,000. She indicated that the County is bringing in a consultant to look at how they distribute the funding other than based on circulation.

Ms. Ivey reported on their various programs including a gardening program, Shine, and tax preparation. She complimented Public Works on their work at the library and preparing the back corner of the library to be used for tax preparation. She reported that the first year they served 900 people and last year 1100. She noted that the Youth Librarian has been participating in the First Friday events which has resulted in an increase in story time participants from 12 to 60.

Ms. Ivey then reported on upcoming events noting they are continuing their garden program. She stated they will begin offering yoga in the library at the end of February. She stated they have been able to digitize all of the old newspapers and they will be offering the searchable pdf's on the Lake County website. She then noted they will again be hosting Gatorland during the summer.

Ms. Ivey then reported on their efforts to attract more young adults so they are working on redesigning part of the library for that use. She stated that, in the future, they would like to get additional staff, painting the library, and extending the building out six feet to enlarge the community meeting room. She indicated there is money from the library available with a City match for expansions. She expressed support for getting that project started with at least the design.

Commissioner Ashcraft asked how far back the newspapers go with Ms. Ivey indicating she thinks about 1884.

Commissioner Cobb asked about the air conditioning in the building with Ms. Ivey stating that since Public Works has been doing the repairs, it has been fixed much quicker and cheaper. She indicated that it is on the list to be replaced within the next two years.

The Commission asked about the cost to replace with Ms. Ivey indicating the original cost was approximately \$500,000 and added that the Public Works Director thought it could be replaced for significantly less. Discussion was held regarding the damage that might occur if it went out completely.

Commissioner Cobb suggested moving some local historical artifacts to display at the library with Ms. Ivey indicating she would support having a rotating display due to her lack of storage capacity. She commented on her intent to expand the history room in the future.

Mayor Holland noted there are a number of famous people from Eustis and cited the limited hours the museum is open. He commented on the need to showcase those people and the library would allow more people to see that.

Ms. Ivey agreed they could possibly create a Hall of Fame; however, noted there would be issues with security and lack of available space. She commented on using the meeting room for that purpose.

Commissioner Hawkins expressed support for expanding the library building.

Vice Mayor Lee expressed her love for the library's flexibility and taking on new requests from the public.

Mayor Holland commented on the excellent youth programming and suggested that the Library and Parks & Recreation work together on programming. He opined on the importance of literacy.

Ms. Ivey commented on their new English Conversation class and explained it is for people to attend and practice their English. She noted they provide coffee and water.

Development Services

Mr. Lane noted that the department had reorganized their foyer with maps posted so citizens have access to land uses and design districts and they have provided revised flyers with specific land use information for the public. He explained how a resident can

look up their address on the map and review color coordinated information that addresses how their property may be used. He commented on the use of one of the offices as a meeting room. He noted they are requiring information to be submitted in digital files to improve accessibility. He noted the volume of old records that need to be digitized. He cited the need for additional positions in the Building Department. He emphasized their various efforts to get information out to the Commission, staff and the public and how they are trying to compress the lag time in their processes.

Commissioner Hawkins expressed support for additional personnel. He questioned whether or not they have sufficient space for current needs and growth. He commented on the need for additional growth at City Hall and the possibility that some departments may need to be relocated.

Mr. Richardson commented on existing space challenges and emphasized the need for cross-training.

Commissioner Hawkins expressed concern regarding the need for additional security in City Hall with Mr. Lane noting they do have a half-door that restricts access to the department.

Mr. Carrino cited the need for a security analysis for the building and the need for public access for all of the City facilities. He stated the City needs to balance being approachable and transacting business and providing a safe environment for staff.

Mayor Holland emphasized the thin line between first amendment rights and harassment. He expressed concern regarding incidents showing harassment of City employees.

Commissioner Cobb thanked Mr. Lane for digitizing the records and making things more accessible online. She commented on that being something they frequently get calls on. She agreed that some of the processes do need to be compressed to reduce the timeframes. She stated the staff is willing to listen to residents and noted some of the issues with language barriers. She then cited the need for applicants to obtain all of the information at one time to avoid them having to come back over and over again.

Mr. Carrino explained that the Development Review Committee involves a number of departments so there is information coming from each department.

Commissioner Cobb suggested that staff create a single package that provides the basic application information.

Commissioner Hawkins complimented the Development Services staff on their excellent ideas.

Commissioner Ashcraft commented on the great job they are doing.

Mayor Holland encouraged them with what they are doing and acknowledged that it can be difficult to know what the Commission needs and wants.

Human Resources

Bill Howe, Human Resources Director, noted the City has a long-standing safety committee that meets quarterly. He stated that three years previous the Police Department conducted an analysis of the security in City Hall and they are now updating that analysis. He stated there are a number of things that could be done to

improve security and indicated it primarily depends on the funds available. He noted that City Hall does not have fire alarms.

Mr. Howe then reviewed the Human Resources plans and needs for improvement. He noted the addition of a part-time staff member that has been hired. He indicated the additional position has freed up HR staff time for more recruiting and more timely procedures. He commented on improvements to the training process including additional online training. He reported on the acquisition of the the Neogov system for online applications and the benefits to using the program.

Mr. Howe then reported on the ratification of the firefighter contract, which will be on the next Commission agenda. He noted the Police Benevolent Association contract would also be on the agenda. He stated both of those contracts will run through September 30, 2024. He then announced that they will be opening negotiations with the fire lieutenants. He explained that there are six lieutenants that petitioned PERC to organize. They have the right to do so and the City has the obligation to meet with them. At that time, they just need to submit a proposal to start the process. He indicated the management negotiation team would be himself and Tom Carrino and that Fire Chief Mike Swanson would be involved in management meetings but would not be at the table for the actual negotiations.

Mr. Howe then commented on the \$15 minimum wage requirement. He explained that the City's goal was to move forward with 3-4% increases until 2026 so they would meet the state minimums. He stated that the problem was that some cities in 2020 immediately raised all fulltime employees to \$15. He cited local businesses that are already paying entry level employees more than that. He stated that the City does not intend to be at \$15 minimum until 2025. He indicated that all area cities have already moved to the \$15. He added that the City's minimum is currently 13.78 and with the 3% increase next fiscal year, it will be \$14.19 which is 80 cents short.

Mr. Howe stated that they would bring back some recommendations to the Commission. He noted that two years previous the City did a flat \$2,219 increase for all employees which may be something they want to talk about again. He indicated that there are currently there are six positions that are below \$15 per hour. They could simply raise them to the \$15 which would give them a 5.2% increase on top of the 3% which may cause concerns with other employees. He stated the City may not be able to go beyond October and not raise the starting pay to \$15 per hour.

Mr. Howe then reported on a salary survey they are doing through a Central Florida HR Consortium. He stated that would be completed prior to the budget process. He indicated they would provide recommendations based on that. He added there is a concern that has not been addressed to date is the pay ranges for the department heads. He indicated there are some positions that are difficult to recruit for and noted that the 2016 internal equity study did not include the directors. He noted that there was a time when all salaried positions went ten years without an adjustment in those pay ranges. He commented on the need to look at pay ranges for executive and technical positions.

Commissioner Cobb asked why there was a ten year delay on raises with Mr. Howe explaining that there were increases but the pay ranges were not adjusted.

Commissioner Hawkins asked what it would take to get the minimum to \$15 per hour.

Mr. Howe explained there are six positions in the City below \$15 but there would be multiple employees in those classifications. He stated the cost would vary depending on how they wanted to address it. He responded that he did not know how many employees there are total in those positions. Mr. Howe commented there are various options and noted there would be equity concerns.

Mr. Carrino explained the compression issues that could be created and the related financial costs.

Commissioner Hawkins questioned what funds may be available to address the situation and indicated his belief that the department heads are primarily underpaid.

Vice Mayor Lee expressed support for addressing the issues and not waiting another 10 years to do so.

Mr. Howe reported that since 2015 the City has increased the minimums and maximums of the pay ranges. He noted the additional longevity increase of .5% per year to help address the issue. He indicated the Commission will have to prioritize the needs. He complimented the Commission on how they have looked at all employees and tried to do equal amounts for everyone. He indicated that further discussions will need to be held during the budget process.

Mayor Holland expressed appreciation for the efforts of HR. He asked that Mr. Howe provide job descriptions for each of the department heads so the Commission knows all of their responsibilities.

RECESS FOR LUNCH: 11:25 a.m. RECONVENE: 12:22 p.m.

Water/Wastewater

Greg Dobbins, Deputy Director of Public Works for Utilities, reported on recent and future projects, including the current Bates Avenue wastewater treatment plant expansion. He also reported on the status of the following projects: pond liners, Umatilla flow testing and pumps, sidewalks, milling, paving and sealing of streets, Northshore culvert, lift station #9 electrical rehab and generator replacement, pipe replacements on Jeffries Court, Lakeshore Dr. and near Lake Yale, Coolidge water and sewer design, Eastern well upgrade with installation of a high service pump, Grand Island generator and fuel tanks, and water and sewer master plans. He cited the FDOT status for various projects. He announced they are working on the plans for Arbor Day in April.

Commissioner Ashcraft asked for an update on the utility telecommunications boxes.

Mr. Carrino explained Commissioner Ashcraft's concern regarding the boxes needing attention. He stated that those are not City property but each box has a number on it. Residents can report damaged boxes to the City using See Click Fix and then a City employee will contact the appropriate entity to have them repaired.

Commissioner Hawkins asked to have reminders sent out pertaining to See Click Fix with Mr. Carrino indicating one option would be to include something in the water bills.

Mr. Dobbins discussed departmental needs citing staffing issues for public works, water, wastewater and distribution positions and licensing, and compliance. He noted issues with CDL training.

Commissioner Hawkins asked how many positions are needed with Mr. Dobbins indicating they need two spots for maintenance in Wastewater. He indicated they are

still trying to fill various open positions in Distribution. He noted the loss of experience in the division. He indicated it has been awhile since they have been at full staff. He estimated the need for two additional positions in Wastewater and two in Distribution.

Mr. Carrino commented on the problem also being the difficulty in filling existing positions as well the creation of new positions. Mr. Dobbins noted the lack of qualified applicants. He explained that the City often loses qualified workers to contractors due to pay levels. He commented on the need to increase the pay levels for those with specific licenses.

Vice Mayor Lee asked if the agreement with Lake Sumter would assist with Mr. Dobbins explaining that is strictly for CDL licenses. He noted the increasing cost to obtain a CDL license and how the agreement will help with that.

Mr. Howe reviewed the various open positions which the City does not have applicants for and indicated that also includes new positions.

Economic Development

Al Latimer, Economic Development Director, commented on the grant writer and prioritizing leads for funding. He stated they are working very well with LEAD, the Lake Economic Area Development group. He noted they have two project leads that have come from that group already. He stated the City will find out whether or not they made the short list in late February. He reported on additional leads they have worked from that group. He then reported on the success of the Gateway Grant program noting they are currently working with 21 companies.

Mr. Latimer announced that both the grantwriter and community relations coordinator, on top of their regular duties, are working on professional development, knowledge improvement and skills advancement. He then reported that they would be submitting to Representative Truenow's and Senator Baxley's offices the City's legislative budget request for Coolidge, Bates and Northshore projects. He added that the grantwriter did receive information regarding the Florida League of Cities grants program and she would be researching those opportunities.

Mr. Latimer reported on the finalization of the contract with UCF for the incubator. He indicated he would be focusing shortly on the CRA update. Regarding needs for the department, he thanked the Commission for their resources and indicated they have no additional needs at that time.

The Commission expressed appreciation for the efforts of the Economic Development Department. Mr. Latimer noted that the tracking system for grants is set up but they have not received any grants to date.

Commissioner Cobb suggested the following changes to the Gateway Grant program:
1) Documentation of the landlord's approval; 2) Utilizing the Code Enforcement Board to perform architectural review on the applications specifically regarding paint colors; and 3) Increasing the allowed amount for landscaping up to \$2,000.

Mr. Carrino explained the history of the amount for landscaping noting that it was originally limited to \$350 or \$400. He indicated that the intent for that was to encourage other types of improvements and not just landscaping.

Mr. Latimer confirmed the intent is for staff to bring back a recommendation for ch to the Commission for consideration. He questioned whether or not they want to increase the overall amount of the individual grants.

Commissioner Cobb responded that staff should review what is currently being submitted for reimbursements to determine whether or not they should recommend increasing the allowed amount of the grants.

Commissioner Hawkins discussed promoting businesses in Eustis and questioned how to bring more minority owned businesses to the City.

Mr. Latimer responded that is a goal of most communities to attract the full range of minority-owned businesses. He discussed the challenge in attracting successful small minority owned businesses. He recommended nurturing what is already in the City and guiding young entrepreneurs to the incubator program.

Commissioner Hawkins asked about the status of the incubator with Mr. Latimer responding it is on track for a soft target date of early April or May.

Mr. Carrino indicated that the agreement with UCF is going to the City Attorney for review. He indicated that the County needs to approve their agreement first.

George Asbate indicated that the space should be available by April 1st.

The Commission asked how quickly the applications are being turned around with Mr. Latimer indicating that they should be able to begin processing approvals within two to three weeks. He added he was unsure regarding the timeline for payments.

Commissioner Cobb commented on visits to businesses that she and members of the Chamber and Mr. Carrino had done previously. She suggested that she and Mr. Latimer begin doing that again.

Vice Mayor Lee asked about signage approvals for the gateway grant process.

Mr. Latimer explained there is an internal review process and cited that other departments also review whether or not what is requested is appropriate under the City codes.

Mr. Carrino explained that anything requested must be 100% compliant with current code or it cannot be funded through the gateway grant.

Commissioner Hawkins asked about historic and non-conforming signs with Mr. Carrino explaining those signs can be worked on but not funded through the gateway grants.

Mayor Holland encouraged Mr. Latimer to reach out to the Commission to tap into their contacts and stated that he is a great asset to the City.

Vice Mayor Lee encouraged him to reach out to the local businesses with Mayor Holland recommending they make a priority to visit all of the 441 businesses in the City and encourage them to advertise they are in Eustis.

Fire Department

Mike Swanson, Fire Chief, noted the report he started sending out showing the number of calls. He commented on how they are busy year round and the only day of the week that is a little slower is Sunday. He commented on their software issues and emphasized the importance of obtaining appropriate data. He indicated that during budgeting he will be requesting funding for a product called Decan and explained they

are trying to put together a Countywide package. It would be paid for by the County the City would then pay back the County. He then commented on their staffing issues and thanked the Commission for letting them hire the additional six firefighters. He indicated there were some hiring issues and they finally got the full staffing in place on February 2nd. He indicated four staff members started on the truck the previous Monday. He noted that he does have two people out on medical issues.

Chief Swanson then reported on the increases in calls and how they need to be better prepared for the increase in volume. He reported that Station #35 (a Mount Dora station) is preparing to move south which will impact the City's Station #22. He noted that Station #28 moved further west to the courthouse which impacted Mount Dora. He added that there are three county stations across the north border and noted they are providing the City a lot of support on the north side.

Chief Swanson then commented on the need for a public safety building, probably on the north side. He indicated that a joint police/fire station would help resolve the issue. Station 23 was only built for a three man truck.

Chief Swanson then reported on their compliance training and indicated they are ready for any ISO inspections.

The Commission asked how often the ISO is reviewed with Chief Swanson responding that the City has an ISO rating of 2 so they will be reviewed every five years with the last one done in 2019 and will be done again in 2024. He commented on issues pertaining to the ISO rating.

Chief Swanson commented on the challenges pertaining to obtaining staff due to the need for certifications and CEU's. He then reported on their cancer awareness projects and what those entail. He reviewed the future challenges for the Fire Department. He noted that Deputy Chief Scott Davis is preparing to retire. He expressed the need for a Training Captain position and noted that the only administrative assistance he has is Yvette Mendez. He commented on Sean Kelleher who is working in administration while on light duty for medical issues. He explained he is holding off on filling the Fire Inspector position until necessary. He reported it is taking three years to get a new fire truck and indicated he would be making a request in the next year to order a new truck.

Commissioner Cobb noted that a year ago they had a need for twelve more firefighters and the Commission found the funds for six. She asked if they still need the other six with Chief Swanson indicating he still needs them but he has no place to put them.

Commissioner Cobb noted the City has been annexing property which puts the Fire Department behind which affects the City's ISO rating.

Chief Swanson indicated that it is actually a countywide issue noting that the County doesn't have a sufficient number of ambulances.

Commissioner Hawkins asked about Lake County's issues with Chief Swanson explaining their chief is ready to retire so they are restructuring. It appears they will not replace the fire chief but will have operations and admin chiefs instead working under the Public Safety Director.

Commissioner Hawkins asked if any consideration had been given to outsourcing any of the positions with Chief Swanson responding they have considered contracting the Fire Prevention (Inspector) position.

Commissioner Hawkins expressed support for them having more space.

Mayor Holland commented the fire station was constructed in the 1970's or 80's and since then the City has grown significantly.

Chief Swanson noted they had to remodel to provide facilities for female firefighters.

Commissioner Hawkins asked if there is the ability to temporarily grow some space with a modular building with Chief Swanson stating they own the entire City block. He added that just replacing the station they would not be able to use impact fees.

The Commission discussed whether or not the property is big enough for a public safety complex with Chief Swanson indicating it would be. It was suggested that it be added to the Capital Improvement Plan.

Vice Mayor Lee asked about how soon it would be needed with Chief Swanson indicating they at least need to be talking about it. He noted discussions he had with Police Chief Craig Capri regarding the need. He stated that building a public safety complex would give them a third station and allow him to move administration out of Station #22. He commented that Tavares was able to get grant money to help fund their new complex.

Mayor Holland commented on how the City has grown without corresponding growth in the Police and Fire Departments.

Discussion was held regarding how the planning for the downtown could benefit the creation of a public safety complex with Chief Swanson indicating that if a third station is built then the impact fees could be utilized for it.

Mayor Holland complimented the Fire Department and Chief on their professionalism.

Police Department

Craig Capri, Police Chief, cited the tremendous work ethic of the Police Department staff. He indicated they are working on a strategic plan for the department as well as a succession plan. He emphasized the need for staff members to be developed for promotion and commented on the need for de-escalation training. He explained that funding for training comes from seizures. He commented on the need for a sense of urgency within the staff. He discussed the need for recruitment and training and retaining those officers. He indicated they are currently down two positions which should be filled shortly. He added they should be 100% staffed by the end of the year. He stated they are working on diversifying the department. He added they have exceeded his expectations in recruitment and retention and stated that the City's starting pay is good and the working conditions are excellent.

Chief Capri reported they are working on doing some reorganization. He cited the Code Enforcement challenges and the need for additional staffing. He commented on the need to add another Code Enforcement Officer and stated they are being aggressive with code enforcement. He explained how they are working to resolve problems and clean up the neighborhoods and cited the need for community input and engagement.

Chief Capri then reported their efforts to obtain grant funds for installation of a motorcycle unit. He indicated the department is leading the county in traffic citations. He stated the cost for the unit would be approximately \$25,000 for two years including bikes and equipment. He stated the unit would also be used for parades,

community engagement and as a recruiting tool. He expressed appreciation for the department's equipment and emphasized they will continue to improve.

Commissioner Hawkins expressed appreciation for Chief Capri's involvement in the community and with the Commission and other departments.

Chief Capri reported they are developing a police app that will be available to the public where they can get crime reports, traffic and event info. He stated they are using drug forfeiture money for that.

Commissioner Hawkins asked that information on the app be included in the water bill.

Commissioner Ashcraft also expressed appreciation for his involvement and the culture of leadership and direction.

Commissioner Cobb stated that leadership starts at the top. She emphasized how the culture of the agency has changed due to his leadership. She expressed appreciation for working to clean up the city and improving the quality of life in the City. She also thanked him for his interdepartmental cooperation especially with the Sheriff's office.

Vice Mayor Lee also complimented him on the excellent job and thanked him for the Monday reports.

Mayor Holland noted the Commission was not able to walk through the department. He congratulated him on the caliber of staff hired by the department. He commented on the School Resource Officers being a great policing tool.

Discussion was held regarding recent school events and the interaction of the officers with the students.

Finance Department

Mike Sheppard, Finance Director, commented on the efficiency and stability of the City and stated that the current City Manager is very responsive. He reviewed the Finance Department duties and Water Customer Service process changes and cited various staffing changes. He explained how they are working to help prevent customers from having to be shut off. He then reported on the difficulty in obtaining meter reading vehicles.

Mr. Sheppard commented on the American Recovery Act money and how that will be helpful to the City. He explained how the rate study enables the City to do those necessary rate changes to enable them to do required maintenance. He noted that the study may indicate that the eastern plant needs to have a separate rate study since they will never be in the City. He commented on the possibility of doing an impact fee study to fund the extension of transmission lines. He indicated the City may need to undertake an impact fee study for the police, fire, library and recreation impact fees.

Mr. Sheppard reported on the need for various IT programs to insure better communication and cyber protection. He stated that Microsoft 365 is being utilized by most of the rest of the county. He then commented on Building Services and stated they may need to have Edmunds come in and do training with the employees due to recent turnover.

Mayor Holland asked if Edmunds is the best and most efficient operating system for the City to use.

Mr. Sheppard indicated he has found it easy to use and cited benefits he has found the program. He commented on issues that arose when the City was looking at changing programs.

Discussion was held regarding whether or not the City needs to look at other options and the cost of other programs.

Mayor Holland questioned the department's preparedness for leadership positions in the future. He noted the number of employees that may be approaching retirement.

Discussion was held regarding the need for cross training.

Commissioner Cobb asked about a cost analysis for the Parks and Recreation facilities and rentals with Mr. Sheppard indicating the City has never made money on any of the facilities. He commented on the use of the facilities for different outside programs and those are not included as rental revenue.

Commissioner Cobb cited the Senior Center and Women's Club and stated that the Women's Club should have been demolished rather than renovated. She commented on the possibility of relocating the Finance Department to the Senior Center which would free up more space in City Hall. She cited the need to document in the budget funds for the provision of free rentals.

Mayor Holland asked what are "unassigned facilities".

Craig Dolan, Parks and Recreation Director, explained that his staff handles all of the park bathrooms on the weekends and assist Public Works with the buildings if they have staff out and they open and close all of the bathrooms. He indicated the unassigned facilities refers to them assisting with those buildings assigned to Public Works and not Parks and Recreation.

Mr. Carrino indicated that it refers to Citywide costs incurred that cannot be assigned to a specific facility.

Commissioner Hawkins asked about the annual percentage on a yearly basis with Mr. Dolan responding they brought in 14% in revenue totaling \$208,000. He indicated the previous year's annual rental revenue was \$144,000. He then noted they only used the Senior Center for programming. He explained they are now conducting programs at all of the City's facilities to make use of the buildings when they are not rented.

The Commission discussed the cost of the facilities versus the revenue and the benefits to the City from the buildings in addition to any revenues received.

Mr. Dolan reported that in the previous fiscal year Parks and Recreation only used 70% of what they were budgeted for under Rentals operating expenses. He stated that the previous year's revenue equaled 14% of the department's budget.

Mr. Carrino commented that the City can endeavor to operate certain functions of government more like the private sector. He indicated that the rental facilities is one of those opportunities. He stated that, in the past, it has been considered more of a public service than a revenue generator. He added they probably need to be a little more competitive and work to balance the revenues and expenses. He opined that the City does operate the facilities as a public service. He added the City rents the facilities below where they should as they are subsidizing them as a service to the community. He commented on the number of times he directs Mr. Dolan to allow someone to use the facility for free or at a discount. He stated that, if the City wants to

be more businesslike, it would be tougher as they would have to raise rates and not be able to discount or provide free rentals as often as they do.

Commissioner Cobb suggested they only reduce the number of facilities with Mr. Carrino indicating they may need to do a space needs analysis and look closely at the less used facilities to fulfill some of their space needs. He indicated he did not want Mike Sheppard and Craig Dolan to take the blame for the facilities not breaking even. He commented on his inclination to be generous with the City's facilities with Mayor Holland noting the number of times the Commission asks staff to allow someone to use a City facility.

Commissioner Hawkins noted that the events the City's provides space for bring people to the City. He indicated the City may not be able to afford to be competitive.

Mr. Carrino noted that Lake Receptions went out of business. He added that the City of Tavares has a huge investment in their lakefront facility and they do not rent it out for free.

Mr. Dolan noted that, if he eliminated the capital costs from the facilities budget, they brought back 41% of the maintenance cost so they are almost at 50% back in revenue. He added that if they add in the program revenues they are bringing back at least the rental costs.

Discussion was held regarding utilizing one of the facilities for other needs.

Mr. Sheppard commented that Lake Receptions was never viable as a business entity and cited another venue in Mount Dora that has not been viable. He commented on the goodwill the facilities bring to the City.

The Commission discussed the costs for maintaining and running the facilities, trimming down some of the costs and how to help them break even. Discussion was held regarding what other cities are charging.

Mr. Carrino stated staff can evaluate the facilities, decide what is underutilized and what could they be utilized for to minimize the losses. He indicated the City will always have rentals and will always have some loss.

The Commission commented on replacing the Community Center and whether or not it would still be operated at a loss. Mr. Carrino responded affirmatively and indicated he did not believe it would ever be a revenue generating operation but would be operated as a community service.

Discussion was held regarding a new community building with Mr. Sheppard indicating that when the hotel is built a new community building could be used as a convention center. He commented on how that would benefit the City. It was also suggested that, if they build a new community building, they demolish or sell off most of the other facilities as they only really need one large building.

Mr. Dolan reported that the City of Leesburg charges for the Harris Room at the Venetian Center, which has a capacity of 450, \$450 per hour during the week and \$375 per hour on the weekend compared to the City which charges for the community building \$150 per hour and \$100 per hour. He noted that the community building accommodates 200 banquet style or 400 stadium style. He stated the City is significantly less expensive than everyone else.

Mr. Carrino confirmed that the Commission would like staff to conduct an analysis of rental facilities to see what is being used and reevaluate the rates. He added they may also need to consider whether to offer them as rentals as well and conduct a space needs analysis for City offices.

Mr. Dolan noted that the City only has an office at Carver Park and none of the other facilities. He indicated if they got rid of the existing community building and the Women's Club and built a new community building, they would get rid of one whole building that is costing a lot of money to maintain. It was noted that the Woman's Club is also an historical building.

Commissioner Hawkins complimented Mr. Sheppard on the Customer Service staff. He added that the final billing is taking too long. He noted that his parents' property closed in September and they just received their final bill.

Commissioner Ashcraft also complimented Customer Service and asked if the City is still waiving impact fees with Mr. Carrino responding affirmatively and noted that it will continue through April 2023. He indicated that the Commission previously indicated that would be the last time. He added that staff can bring that back for a final Commission decision.

Discussion was held regarding the amount of impact fees and how the waiver is processed.

RECESS: 2:33 p.m. RECONVENE: 2:48 p.m.

City Clerk

Christine Halloran, City Clerk, expressed thanks to the City Commission, City Manager, leadership team, Mary Montez, and support staff for the warm welcome to the City of Eustis. She commented on the creation of the Deputy City Clerk position and how it benefits the office. She commented on the training and support from the Florida Association of City Clerks (FACC). Mrs. Halloran cited the new agenda management system from Municode (notifications, ease of use for staff, and audio/video improvements) and future goals of a records requests program to facilitate routing of requests for tracking and efficiency. She commented on projects underway to coordinate records disposition, address storage and the organization of records in the basement of City Hall, update code books, and space analysis of the basement and office.

The Commission thanked Mrs. Halloran for her efforts and complimented her on how well the transition went.

Mrs. Halloran noted the need for the Commissioners to send her information about events they think more than one of them may be attending so it can get added to the meeting notice even if it's last minute.

The Commission asked if the records have to be kept in City Hall with Mr. Carrino indicating they can be kept offsite. He stated it would have to be determined how usable the space is if the records are moved.

City Manager

Mr. Carrino thanked the City Commission and team for their leadership and resources to do their jobs. He cited the downtown redevelopment and work on a new strategic plan. He commented on the exciting opportunities east of town and noted they are

working with City neighbors and the County to develop the appropriate growth and expansion to be done in a responsible way.

Mr. Carrino then commented on the need for strategic planning. He stated it is important to have a facilitated process to engage with the Commission to better understand their vision and what they want to accomplish so they can prepare a plan to execute that vision. He noted that the nature of government means that the City will always be somewhat reactive but the strategic plan will allow the Commission and staff to establish the vision and determine how to execute the vision. He emphasized the need for it to be a living document.

The Commission expressed appreciation and complimented Mr. Carrino on his leadership and cited how staff has stepped up. They commented on how he has fostered forward thinking and how he leads by example. They also commented on his ability to say no when necessary and how he assists them to be a better Commission. They thanked the directors and staff for all they do.

Final statements from City Commission

Commissioner Cobb commented on the need for the strategic plan. She stated she liked the retreat and it was very informative. She thanked staff for being responsive.

Commissioner Ashcraft stated the City has a great team and they are headed in the right direction.

Commissioner Hawkins asked that they obtain a timer for public comment with Mr. Carrino indicating that Tavares has a timer that shows green, yellow and red so he is checking on something similar.

Commissioner Hawkins commented on plans for the upcoming GeorgeFest. He expressed support for removing the sail sagging by the stage with Mr. Carrino indicating it was planned to be removed during Georgefest but they would look at what else can be done with it.

Commissioner Hawkins then commented on the ninth grade center and the basketball league. He asked if a shade structure was going to be put up at Carver Park with Mr. Carrino indicating it is in the budget; however, staff had held off to allow time to talk to the high school about use of the Curtwright campus.

Commissioner Hawkins emphasized that the public asked for the shade structure and the City should move forward.

Mayor Holland announced he has a meeting scheduled with School Superintendent Diane Kornegay. He indicated he would discuss this issue with her during that meeting.

Vice Mayor Lee commented on her desire to better develop the Eustis workforce. She expressed support for the City working with UCF, Lake Sumter and Lake Tech to address the workforce issues. She requested that the Commission receive monthly updates from the departments. She asked that developers be required to show the Commission what they doing before annexation instead of during the current process. She then commented on the quarterly Citywide cleanups done in the past and asked that they start doing that again. She expressed excitement about the strategic plan and working hard on "one Eustis". She then expressed support for having more arts and culture programs in the City.

Commissioner Hawkins asked about having something like "jazz in the park" with Dolan reporting that staff is working on bringing a monthly music series to the park. He noted that the City has a number of large events and indicated they may need to do them on weeknights rather than weekends.

Miranda Muir responded they found that with the pocket park they need to make sure the theater does not have a play that weekend. She noted that the City has a number of events and cited the difficulty in adding more events when they are working on improving the quality of what they already have. She commented on the need to get entertainment finalized farther in advance and cited the need to add more vendors and sponsorships. She commented on the difficulty with staffing levels to meet all of the needs. She agreed with the need for an additional staff member and commented on staff responsibilities.

Mr. Carrino noted the City is often approached about new events and being more involved with existing events. He stated that the Amazing Race for Charity is ending and the City has been approached about taking over the event in 2025. He explained that would be difficult due to the timing. He stated it would certainly require additional event staff in order for the City to do that.

Mayor Holland indicated it would be worth discussing as, if they did that, they could do away with the grant funding as those could be funded through the Amazing Race proceeds. He stated that Eustis is on the verge of a renaissance. He commented on the pending downtown development, the City's relationships with Lake County Schools, Lake Sumter and Lake Tech which are underutilized. He cited the need for everyone to work together.

2. ADJOURNMENT: 3:41 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: MARCH 16, 2023
RE: GRANTS DEVELOPMENT AND PLANNING

Introduction:

With limited revenue sources available to the City, Commissioners determined that hiring a grant writer would be a good way to secure additional funding. Bringing in more dollars from grant sources will provide valuable support for City projects, and help improve the level and reach of public services.

Background

There are billions of dollars available through grant programs each year. Last fiscal year Commissioners decided that the City should begin aggressively applying for grant funding, and authorized staff to develop a job description and hire a grant writer. Historically the City had tasked existing staff members, whose to-do list was already full, with filling out grant applications. That approach did not produce the results Commission expected.

Getting grant funding is very competitive. The grant application process is time consuming, challenging, and can be difficult to navigate. It also takes a considerable amount of time for research, planning, and expository writing to submit a strong application. The number of requests for grant funds always far exceeds the funds that are available, which means that in order to have the best chance of success, employing a dedicated Grant Writer is a good strategy.

Nadine Mann, the City's new Grant Writer started work on November 14th 2022, and has been busy building a grant development and planning platform, which she will present on March 16.

Prepared by:

Al Latimer, Economic Development Director



City of Eustis

Grant Management & the Importance of Strategic Planning

Presented by:

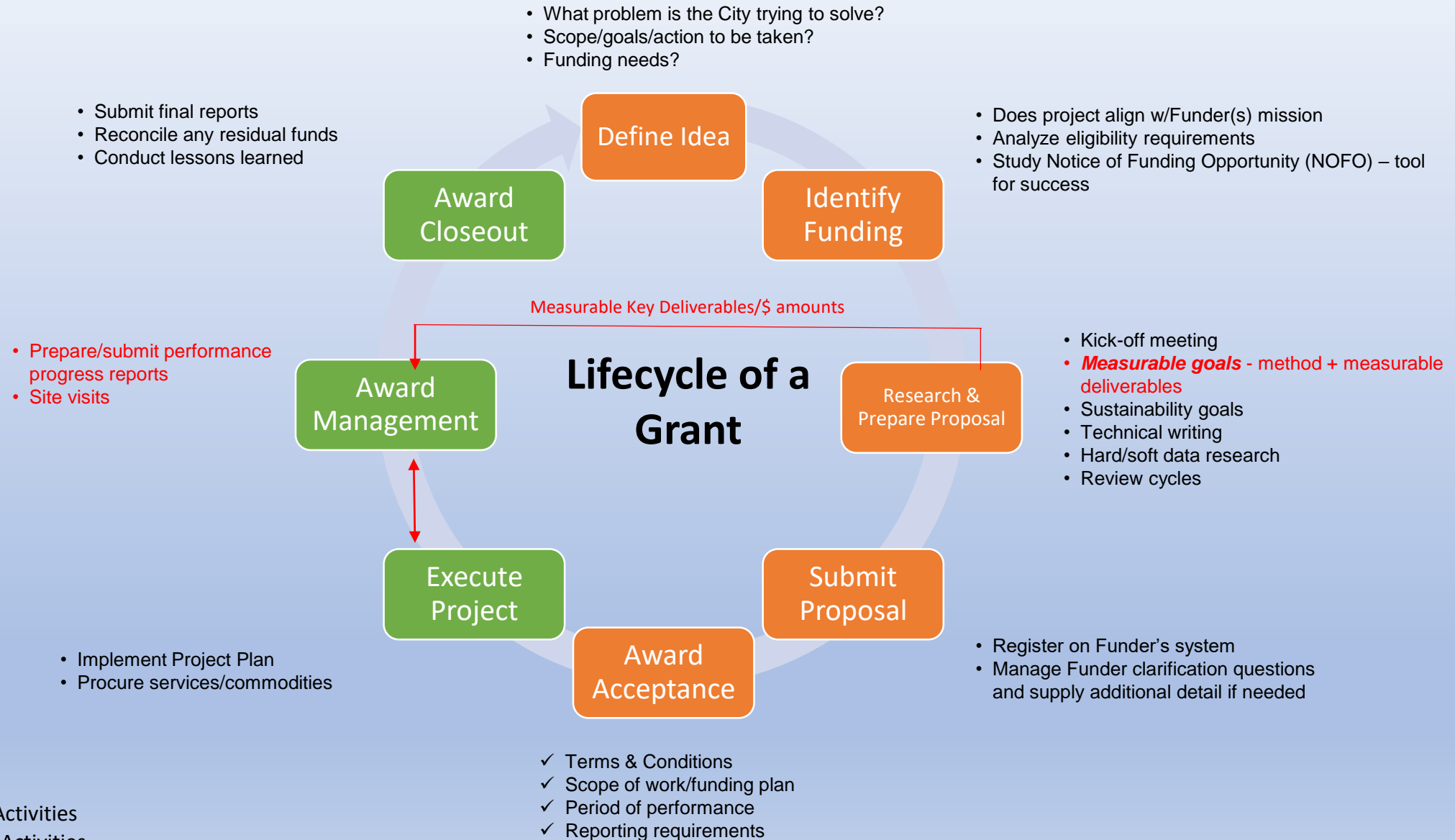
Nadine Mann, Grant Writing Specialist, Economic Development

The City of Eustis has limited funding for its projects and many competing priorities. Applying for grant opportunities is a way to augment funding and close any potential funding gaps. There are 1,000s of private and public grants available.

Today we will cover 7 key points:

1. Grant Management Lifecycle
2. Grant Management Framework
3. 6 Key Elements for Strategic Planning
4. Grant Application Statistics
5. City Departments' and Business Units' High Priority Projects/Grant Funding Goals
6. Examples of Potential Grant Funding Opportunities
7. Roadmap to Success – Next Steps?
8. Questions?

Grant Management Lifecycle – Activities & Key Tasks (Element #1)



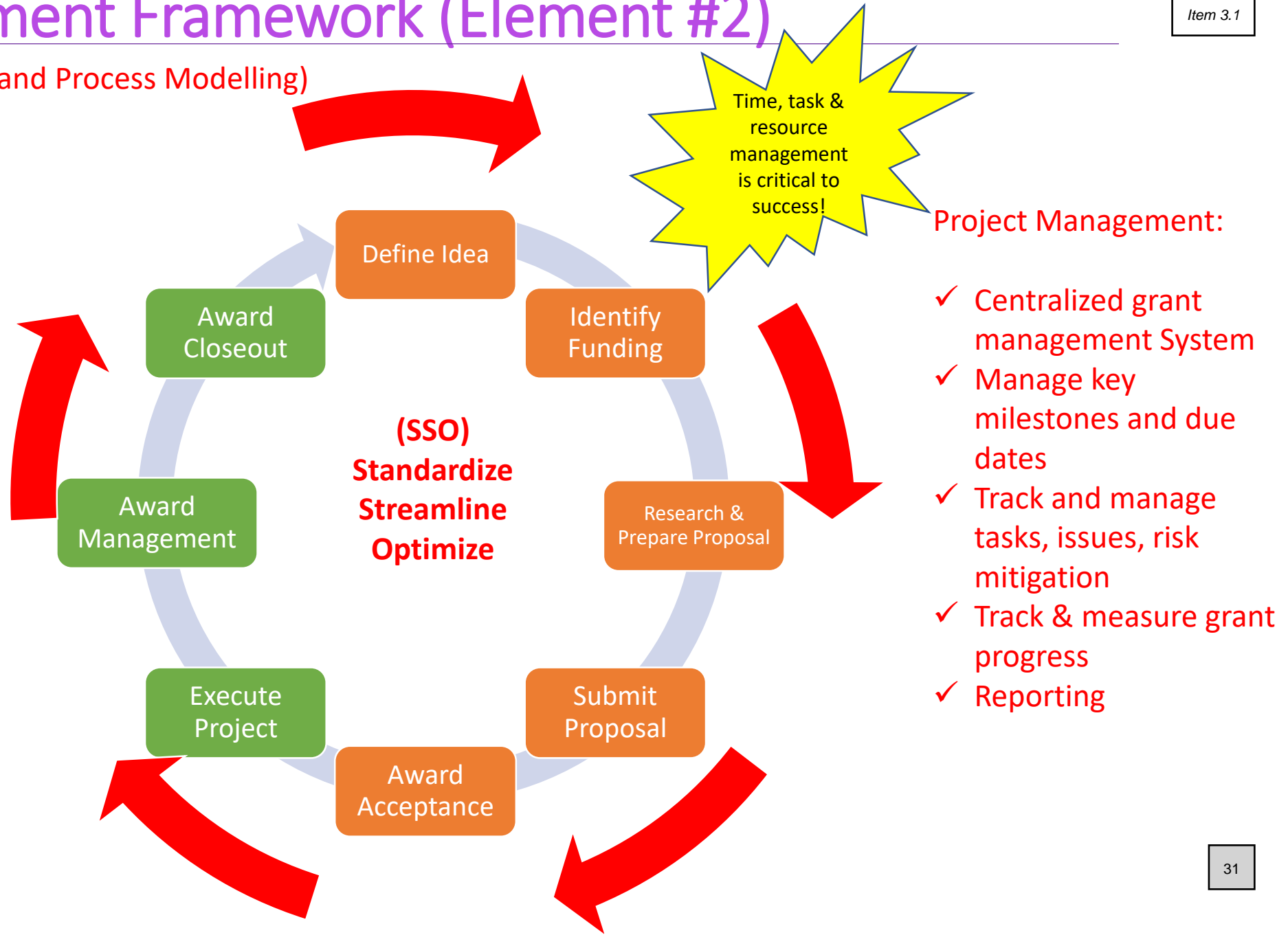
- Pre-Award Activities
- Post-Award Activities

Grant Management Framework (Element #2)

(Integrate Project Management and Process Modelling)

Create a Scalable Process & Procedures Model:

- ✓ Create end to end process flows
- ✓ Define procedures/work instructions
- ✓ Create document templates
- ✓ Create “boiler plate” narrative library
- ✓ Standardized document/artifact storage and naming conventions



Key Resources & Grant Framework Matrix

Phase	Activity	Role	Responsibilities	Grant Management Framework/Standardization
Pre-Award	Define Idea/ Review Project	Grant Writer Project Owner (Director) Subject Matter Expert	<ul style="list-style-type: none"> • Drill down on idea/project to define all pertinent details for grant research • Create detailed summary and obtain sign-off 	<ul style="list-style-type: none"> • Define end to end process and procedures • Create document template(s) • Create document storage procedures • Create centralized system to manage/track grant activities (project plans, WBS/tracking deliverables, reports/dashboards) • Measurable goal template • Hard/soft data storage • Document storage for all completed application forms, documents, letters of support, artifacts etc. • Generic forms storage
Pre-Award	Identify Funding	Grant Writer SME SAM Co-Ordinator	<ul style="list-style-type: none"> • Research grant funding opportunities • Review grant options and decide upon best fit • Understand Funder System Access requirements 	
Pre-Award	Prepare Proposal	City Commission City Manager Project Owner Grant Writer Subject Matter Expert Key Stakeholders Procurement Resource Public Relations	<ul style="list-style-type: none"> • Participate in kick-off meeting • Technical writing (persuasive/ competitive) • Data Research • Measurable Goals • Reporting requirements • Review and edit cycles (SMEs, fresh eyes) • Letters of support and other soft data 	
Pre-Award	Submit Proposal	Grant Writer SAM Co-Ordinator (Finance Department)	<ul style="list-style-type: none"> • Register on Funder's system (ex. FEMA GO) • Work with SAM Co-Ordinator to associate login registration • Populate forms on Funder system • Submit Proposal 	<ul style="list-style-type: none"> • Define procedures to manage clarification questions • Define hand-off procedures to SAM Co-Ordinator • Create Q&A template

Key Resources & Grant Framework Matrix (Cont'd)

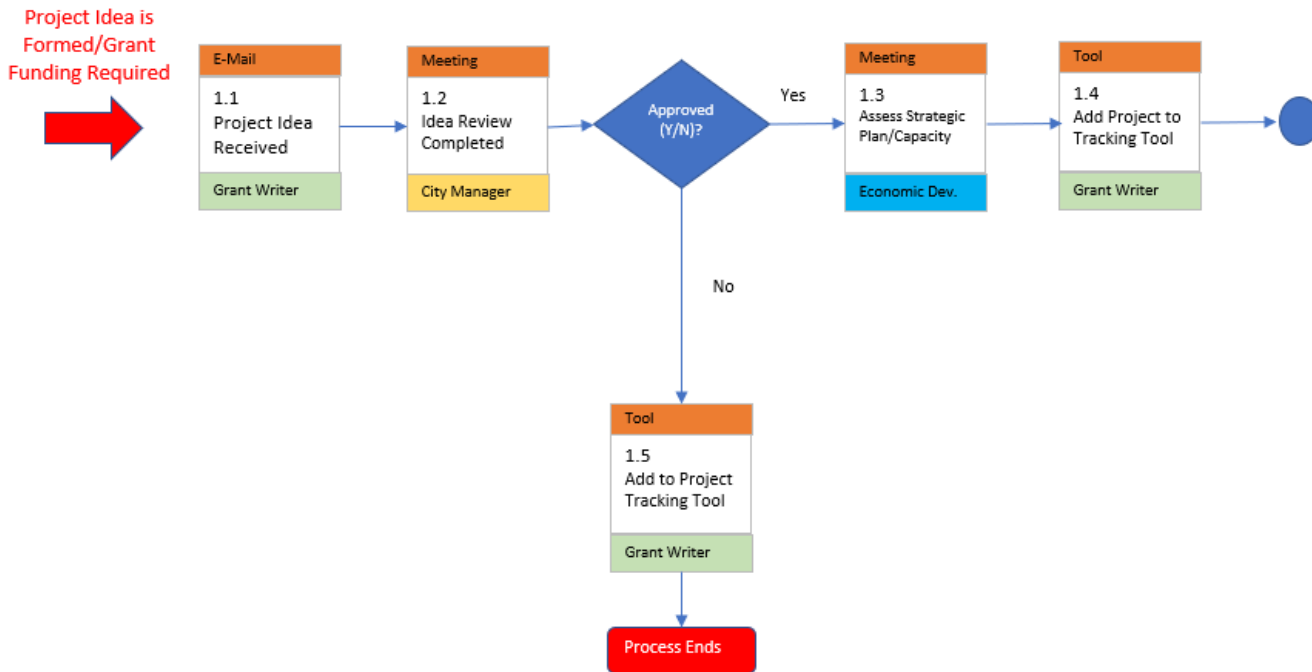
Item 3.1

Phase	Activity	Resource	Responsibilities	Grant Management Framework
Pre-Award	Award Acceptance	City Commission City Manager Grant Writer Project Owner Project Manager Procurement Finance Public Relations	<ul style="list-style-type: none"> • Notice of Award • Award Briefing w/Key Stakeholders <ul style="list-style-type: none"> ✓ Terms & Conditions that will govern the Project ✓ Scope of Work (does it require modification) ✓ Period of Performance ✓ Reporting Requirements • Review \$ funding plan 	<ul style="list-style-type: none"> • Define procedures for award and non-award communication(s) and grant acceptance • Create templates for grant award internal/external announcements • Create procedures to manage issues • Define procedures for storage of contracts, signed documents etc.
Post-Award	Execute Project	Project Manager Procurement	<ul style="list-style-type: none"> • RFP Process to procure Service Provider(s) • Implement Project Plan 	<ul style="list-style-type: none"> • Define hand-off requirements to procurement for RFP process
Post-Award	Award Management	Project Manager Finance Grant Writer	<ul style="list-style-type: none"> • Prepare financial reports • Report on project key deliverables • Manage any non-compliance issues 	<ul style="list-style-type: none"> • Define reporting process/procedures • Define hand-off requirements for project deliverables reporting
Post-Award	Award Close Out	Grant Writer Finance Project Owner SME Procurement	<ul style="list-style-type: none"> • Submit Final Reports • Reconcile any residual funds • Conduct Lessons Learned • Store Grant Data 	<ul style="list-style-type: none"> • Lessons Learned Template

Framework Examples

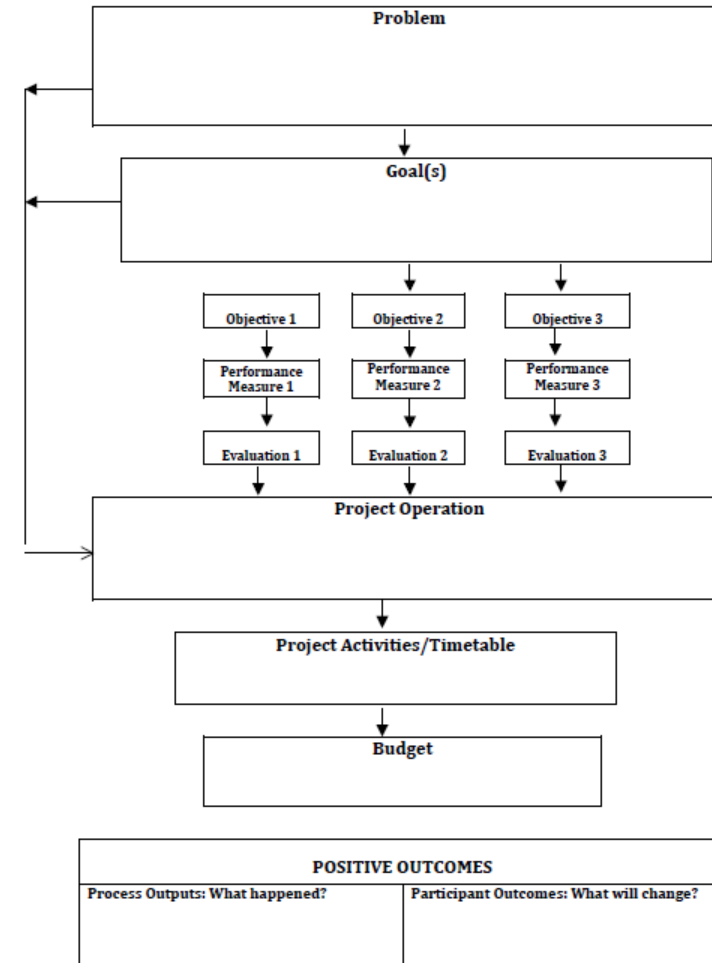
Process Workflow Example

Define Idea



Document Template

Grant Proposal Writing Logic Model



Strategic Planning Overview

To position the City for grant application success, we plan to develop a *Grant Funding Strategic Plan*

Align strategic plan with
resource capacity limitations

Vision/Mission
and build priorities

Establish long and
short-term goals

**6 key elements to build a
Strong Grant Funding
Strategic Plan**

Plan for process modelling
and grant management
integration

Build grant
funding
pipeline

Align projects to
priorities

Grant Application Statistics

- A foundation grant may take between 15-20 hours to complete
- Typical federal grants might run up to or over 120 hours to complete.
- Funders accept approx. 1 in 10 grant proposals on average
 - Organization not well prepared
 - Project was not a good fit
 - Application was poorly put together
- Most grants take approximately 1-6 months from proposal submission to award decision. More specifically:
 - $\frac{1}{3}$ of grant cycles run between 1-3 months
 - $\frac{1}{3}$ of grant cycles run between 4-6 months.
- The top three challenges to grant seeking are:
 - 1) Lack of time and/or staff
 - 2) Difficulty finding grant opportunities
 - 3) Competition



Strategic Planning Overview

Applying for grant funding opportunities takes more than an idea and a funding source. Grant writing and management is not a one member band, it's a team collaboration!



A successful grant program requires:

- ✓ an organization to identify its long and short-term grant funding goals
- ✓ establish the priorities of competing funding goals and develop a strategic plan
- ✓ build a strong framework to efficiently and effectively execute the plan
- ✓ recognize the strengths and capacity limitations of its staff and their procedures

City Departments and Business Units

- Police Department
- Fire Department
- Economic Development
- Eustis Memorial Library
- Parks & Recreation
- Public Works
- Events & Tourism

Review Pending:

Development Services, Finance, IT, Procurement, Human Resources

CITY OF EUSTIS – PROJECT PRIORITIES

Item 3.1

Department	Project Name	Description	Est. Project Duration	Desired Comp. Date	Est. Cost	Grant Funding Goals
Eustis Police Department	Drone Program	Deploy at least 2 drones to help Police gain a critical edge for rapid field/tactical deployment. Drone and data management training would also be required.	6 months	EOY 2023	\$35,000-\$50,000	100%
	Automated License Plate Reader (LPR)	Strengthen policing capabilities to keep the City’s neighborhoods safe using LPRs. <i>Deploy using phased approach.</i>	6 months	EOY 2023	\$100,000 Total Cost	100%
Eustis Fire Department	Burn Building Training Facility	Purchase and construct a National Fire Protection Association (NFPA) certified, bolt-in ready burn building. (Note: additional costs for heat-proof foundation, water connectivity/Hydrants TBD)	12 months	EOY 2024	\$400,000	100%
	Fire Extinguisher Training	Purchase a digital fire extinguisher training system as a training prop to for the Department to provide realistic hands-on fire extinguisher training to businesses and the community.	1 month	EOY 2023	\$27,000	100%
Eustis Memorial Library	AWE Literacy Stations	Purchase 2 <i>AWE Literacy stations</i> to increase the number of children having access to advanced learning tools which help with learning science, technology, reading, engineering, arts and math (STREAM).	1 month	9/1/23	\$7,000	100% \$ match possible
	Library Study Pods	Purchase up to 3 new <i>study pods</i> to keep the library current with innovative ways to provide private space conducive to study and concentration.	1 month	9/1/23	\$8,000-\$10,000	100% \$ match possible
Parks & Recreation	Basketball Court Roof	Install a roof over the basketball court to offer activity programs all year round for the community.	1 month	EOY 2023	\$300,000	\$200,000
	Kayak Launch Dock	Install a kayak/boat floating dock to give the community and visitors access to water activities on lake Eustis.	3-6 months	7/31/23	\$80,000	\$50,000
Public Works	Bates Avenue	Waste water treatment facility is currently running in excess of 80% of its design capacity of 2.4MGD. An expansion of 800,000 gallons per day is proposed to meet the City’s expansion demands.	18-24 months	EOY 2025	\$13.1M	\$2M \$ match TBD
	Coolidge Expansion (Phase 1)	Improve utility services by installing a larger diameter water main. Sanitary manholes will be located at each intersection with stubbed/capped gravity sewer pipes at cross streets for future connections.	12-18 months	EOY 2024	\$4M (design & construct)	\$2M \$ match TBD
	Coolidge Expansion (Phase 2)	Reconstruct roadways and include stormwater improvements to Coolidge’s 7 blocks of cross streets.	18 months	EOY 2024	\$4.418M (design & construct)	\$4.070M \$ match TBD

CITY OF EUSTIS – PROJECT PRIORITIES (Cont'd)

Item 3.1

Department	Project Name	Description	Est. Project Duration	Desired Comp. Date	Est. Cost	Grant Funding Goals
Economic Development	City of Eustis Public General Business Incubator	Conduct a business incubator feasibility study to examine the entrepreneurial start-up/early stage business market and trends and identify the needs of each business demand to be addressed by a business incubator, and the best fit model.	9 months	3/31/24	\$38,500	\$19,250
	Target Industry Smart Growth Study	Conduct an asset based economic growth study for a bottom-up, community driven approach to explore community asset opportunities which are leverageable as local resources, examine asset categories and create alignment for sustainable economic growth opportunities.	3-6 months	EOY 2023	\$110,000	100%
Events & Tourism	Georgefest (February 14, 2024)	Explore and implement ways to bring a George Washington theme to this historical yearly event.	12 months	2/17/24 (Complete EOY 23)	\$10,000	100%
	Salute to Veterans (November 9, 2024)	Explore and implement ways to enhance the meaningfulness at the 2024 event to celebrate Veterans.	18-24 months	11/9/24 (book by Nov 23)	\$10,000	100% (\$ match possible)
City Commissions' Projects of Interest						
Police & Fire Department	Public Safety Building	The City's population is growing fast, to prepare for future growth build a Public Safety Building to house Police, Fire, 911 and other emergency operations.	TBD	TBD	TBD	TBD
Public Works	Beautifying the City of Eustis	Pursue opportunities to add plants and flowers to streets, creating pollination pathways to parks and open areas, planting trees to enhance urban forestry, plus many other opportunities for greater visual appeal. (America in Bloom, Arbor Day)	TBD	TBD	TBD	\$100,000
Public Works	Beautifying the City of Eustis	Telegraph poles which are no longer in use with old wiring compromising the aesthetics goals for the City to become more beautiful and vibrant.	TBD	TBD	TBD	TBD

Roadmap to Success - Next Steps

- 1) We would like to recommend a City Commission Workshop?
- 2) What would be Accomplished?
 - All 17 projects would be prioritized to align with the City's mission/goals
 - Identify 2-3 projects targeted for 2023
 - Remainder 14-15 – identify projects targeted for 2024 through to end of plan duration
 - Any potential projects not targeted in the strategic plan, determine best approach to move forward
- 3) When would the City Commission like to hold the meeting?

Questions?

We appreciate your time today, thank you!

Are there any additional questions?





TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: March 16, 2023

RE: RESOLUTION NUMBER 23-23 AUTHORIZING THE RECORDING OF LIENS ON DELINQUENT UTILITY ACCOUNTS

Introduction:

On September 7, 2017, the Commission adopted Resolution Number 17-10, which approved implementing property liens for qualifying delinquent utility accounts. The purpose of recording a lien is twofold:

- 1) To recover the City’s cost of water, wastewater, and/or irrigation services.
 - 2) To follow Florida Statutes. F.S. 159.17 *Lien of Service Charges*, requires any city issuing revenue bonds to have property liens on utility systems.
- The City issued Water and Sewer Series 2016 Revenue Bonds.

Staff identified delinquent accounts over 90 days with a past due balance above \$500, with proper notice provided. The City discontinued utility services upon failure of the property owner to pay water, wastewater and/or irrigation services. The City has exhausted all collection options. With the Commission’s approval, liens will be applied to the listed delinquent accounts.

Recommended Action:

Staff recommends approval of Resolution Number 23-23 authorizing the recording of liens for the attached properties.

1262-2	LLOYD, RAYMOND W	620 GREEN LAKE DR	2,194.84
21024-1	LAKE HILLS PLAZA HOLDINGS LLC	2830 S BAY ST	1,720.41
21038-0	LAKE HILLS PLAZA HOLDINGS LLC	2830 S BAY ST	987.40
22780-1	CFL PROPERTY PROS LLC	505 E CLIFFORD AVE	908.00
23512-0	RANDAZZO DEVELOPMENT LLC	2200 COUNTY ROAD 452	1,186.18
25240-0	EBERHARDT, CHARLES J	517 FERNSHAW AVE	1,203.74
25452-0	HAINES, JENEEN	130 FROSTI WAY	1,058.26
26796-1	NUNEZ, ALFREDO & MARTHA E	120 E HERRICK AVE	1,198.52
27068-2	FIELDING, ANTHONY ET AL	1019 E HOLLYWOOD AVE	837.87
27122-1	GAINER, NAKITA K	2212 E HOLLYWOOD AVE	794.33
29622-10	KELLEY, PAT	221 N MARY ST	1,322.02
32854-1	HARRELL, THOMAS	601 PINKNEY ST	1,042.93
34204-7	ABDUS-SAMAD, SA'ID	312 W STEVENS AVE	1,630.94
34318-0	INNOCENT, GREGOIRE	7 SUN COUNTRY CT	754.55
35484-0	HOLMES, WILL	1915 VIRGINIA AVE	1,303.40
35712-1	METZ, BARBARA L & RICHARD P	124 E WARD AVE	847.78
22058-0	MONARCH, CAROL A	333 N CENTER ST	566.27
Total			\$19,557.44

Background:

The City provides various utility services to properties throughout the City, including water, wastewater, and irrigation. To follow Florida Statutes and provide prudent measures to recoup reimbursement of utility services, staff is recommending the recording of qualifying delinquent utility accounts.

Alternatives:

1. Approve Resolution Number 23-23
2. Deny Resolution Number 23-23 and provide direction to staff on how they would prefer to proceed.

Discussion of Alternatives:**Approval of Resolution Number 23-23:****Advantages:**

- Approval of the Resolution will comply with Florida Statutes and provides prudent management of City utility receivables.

Disadvantages:

- The minimal filing and administrative costs required to record a lien.

Denial of Resolution Number 23-23**Advantages:**

- No additional filing or administrative costs required to file a lien.

Disadvantages:

- The City is not in compliance with Florida Statutes and has little recourse for unpaid utility services.

Budget/Staff Impact:

The utility enterprise fund has sufficient revenue to process the liens, release and pay recording fees. It is unknown when the recovery will occur. Due to changes in staffing this process is now being reinstated and will occur on a regular basis.

The proposed action will help the City achieve the following objectives:

- Follow Florida Statutes.
- Create a procedure on the collection of past due utility bills which are the property owner's responsibility. The property owner only can be asserted a lien claim on his property. Obligations created by lessee's are not an allowed obligation of the owner of the property.
- Impose and maintain liens on properties for unpaid utility bills

Prepared By:

Arlene Applegate, Customer Service Representative III
Mike Sheppard, Finance Director

RESOLUTION NUMBER 23-23

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING THE RECORDING OF WATER, WASTEWATER AND IRRIGATION LIENS.

WHEREAS, Florida Statutes Chapter 180 provides municipalities with the authority to establish and operate water utility systems; and

WHEREAS, Florida Statutes 159.17 *Lien of Service Charges* requires that any city issuing revenue bonds shall have a lien on all lands or premises served by any water system, sewer system or gas system for all service charges for such facilities until paid, which liens shall be prior to all other liens on such lands or premises except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. Such liens, when delinquent for more than 30 days, may be foreclosed by such city in the manner provided by the laws of Florida for the foreclosure of mortgages on real property; and

WHEREAS, the City of Eustis has issued Water and Sewer Series 2016 Revenue Bonds; and

WHEREAS, as authorized by state law, there is hereby imposed a lien on each property that is served by the City’s water, wastewater, and/or irrigation system to secure the payment of delinquent City utility services; and

WHEREAS, based on utility criteria, the City identified delinquent accounts (See Staff Report) which will be recorded as water, wastewater and irrigation liens.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Eustis, Florida, does hereby authorize the recording of such liens.

DONE AND RESOLVED, this 16th day of March, 2023, 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 ___ of March, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-23 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 16, 2023

RE: Resolution Number 23-28: Parks and Recreation Kayak Launch Purchase

Introduction:

Resolution Number 23-28 approves a purchase in excess of \$50,000 for the Parks and Recreation Department to purchase a kayak launch in accordance with the approved Fiscal Year 2022/23 Capital Budget allocation of \$85,000.

Background:

The approved FY 2022/23 Capital Budget includes an allocation of \$85,000 for the purchase of a kayak launch to maintain a quality of service, safe, and reliable recreational opportunities for the community.

Currently, we have a minimal launch on the west side of town. This launch will be placed along the seawall in between the lake walk and the aquatic center making it more accessible for the community.

Recommended Action:

The administration recommends approval of Resolution Number 23-28.

Budget/Staff Impact:

The FY 2022/23 Capital Budget includes \$85,000.00 for the purchase of Parks and Recreation Kayak Launch. This estimated purchase cost of \$58,073.70 will not exceed the budget allocation.

Prepared By:

Craig Dolan, Parks and Recreation Director

Reviewed By:

Tom Carrino, City Manager

RESOLUTION NUMBER 23-28

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 AN ADA ACCESSIBLE KAYAK LAUNCH UTILIZING THE SALES TAX REVENUE ALLOCATED IN THE PUBLIC WORKS DEPARTMENT'S APPROVED FISCAL YEAR 2022/2023 BUDGET.

WHEREAS, the City of Eustis Public Works Department's approved Fiscal Year 2022/23 Budget includes \$80,000.00 in Sales Tax Revenue Funds to purchase an ADA accessible kayak Launch;

WHEREAS, the Parks and Recreation Department has determined the need to purchase an ADA accessible kayak launch for Ferran Park at an estimated cost of \$58,073.70; 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. that the City of Eustis Parks and Recreation Department is hereby authorized to purchase an ADA accessible kayak launch for Ferran Park at an estimated cost of \$58,073.70 utilizing Sales Tax Revenue Funds allocated in the Public Works Department's approved FY 2022/23 Budget; and
2. that the City Manager is hereby authorized to execute any required documents for the approved purchase.

DONE AND RESOLVED, this 16th day of March, 2023, 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

	Unit Price	Qty	Ext	Item 5.2
GANGWAY ROLLER KIT FOR GALVANIZED PIPE	\$241.00	1	\$241.00	
SUPPLEMENTAL FLOAT POD 200LBS**DOCK SECTION**	\$226.00	6	\$1,356.00	
SubTotal			\$47,446.00	
5.0% SOURCEWELL DISCOUNT CITY OF EUSTIS MEMBER ID 204394			-\$2,372.30	
FACTORY FREIGHT INBOUND	\$8,500.00	1	\$8,500.00	
DELIVERY & ASSEMBLY TO EUSTIS, FL	\$4,500.00	1	\$4,500.00	

Totals	
Subtotal	\$58,073.70
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$58,073.70
Deposit Required	\$29,036.85

Payment Options

Select your preferred payment option / purchase terms*:
 Check Purchase (purchase amount \$58,073.70)

Please contact me if I can be of further assistance.

*By selecting your payment options and/or signing this document, you are agreeing to the terms set forth.

Price and design are subject to change due to unexpected physical and/or environmental challenges. Any changes to the agreement within this contract may only be made upon written consent. Additional work outside the scope of this agreement including, but not limited to water and electric connections will need to be completed by a certified sub-contractor that EZ Docks can recommend and consult with as needed. The customer/owner will be responsible for covering these additional costs.

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions. A deposit is required for all orders. Credit card transactions are limited to the initial payment, or deposit, and cannot exceed \$5,000. All remaining balance must be paid by cash, check or wire transfer. All service calls and delivery orders require payment in full prior to scheduling and/or service. All overseas orders must be paid in-full via wire transfer. Any past due invoices will incur a monthly finance charge of 1.5%, with a minimum finance charge of \$1.00. Any cancellation on specialty orders will result in a loss of deposit. All final payments are required at the time of pickup and/or installation. Notwithstanding that delivery and installation of any product may have been made, the customer acknowledges that EZ Docks Unlimited Marine Construction ("EZ Docks") retains full legal title and ownership of delivered and/or installed products relating to the quote until full and final payment have been received by EZ Docks. Customer acknowledges that in the event the customer is unable or unwilling to fulfill the contracted financial obligations, EZ Docks and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which any products have been delivered or any part are stored or installed, and shall be permitted to remove such delivered and/or installed products from the site. Customer specifically grants EZ Docks and its agents and employees full permission to enter customer's property for this purpose and acknowledges such entry by EZ Docks and its agents and employees will not be considered trespass. EZ Docks shall not be held responsible for any resulting damages and/or losses from forces of nature including, but not limited to tropical storms, hurricanes, floods, earthquakes, tornados, and fires. Owner/customer shall be responsible for obtaining all necessary permits and governmental/environmental approvals required for the work to be performed within the scope of this contract. Owner/customer indemnifies and holds harmless EZ Docks and its agents and employees from all fines, penalties, enforcement, actions, and sums assessed including, but not limited to, legal fees in the event the customer/owner fails to obtain the necessary approvals. EZ Docks will not be held responsible for any damage incurred to the curbing, driveway, sidewalk, sprinkler systems, landscaping, existing dock Return Policy: All dock sections, ports, lifts, launches, ladders, benches, dock boxes, gangways, rails and/or posts, pipes, pilings, PVC sleeves and caps are nonrefundable nor exchangeable. New and unused hardware components may be returned or exchanged within 7 days from date of receipt of item(s) and customer will incur a 15% restocking fee and customer will be responsible for return shipping

Warranty Policy: Customer acknowledges that they have read and understand the Manufacturer's Warranty and accept the terms stated within.



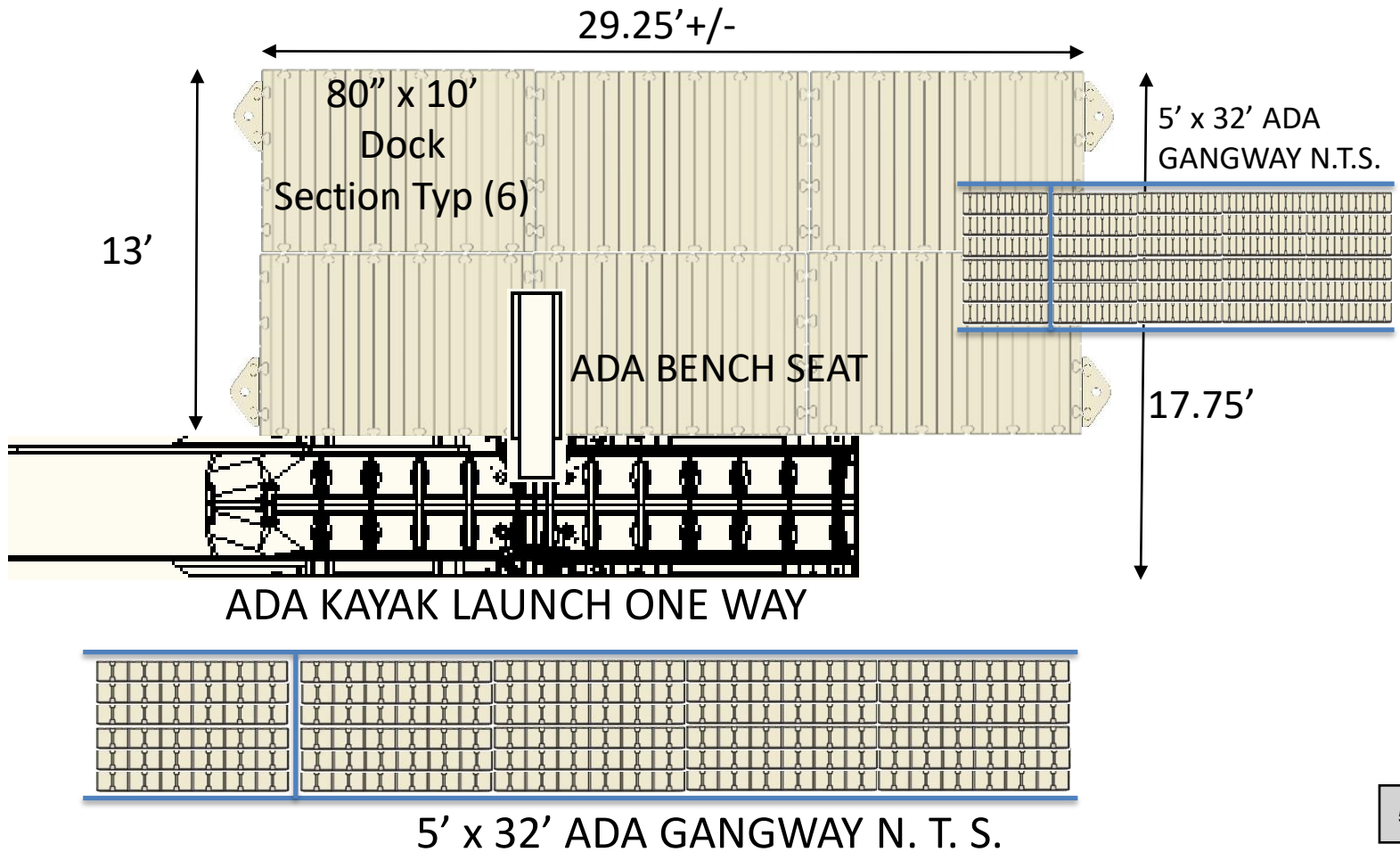
EZ Dock Draw Tool

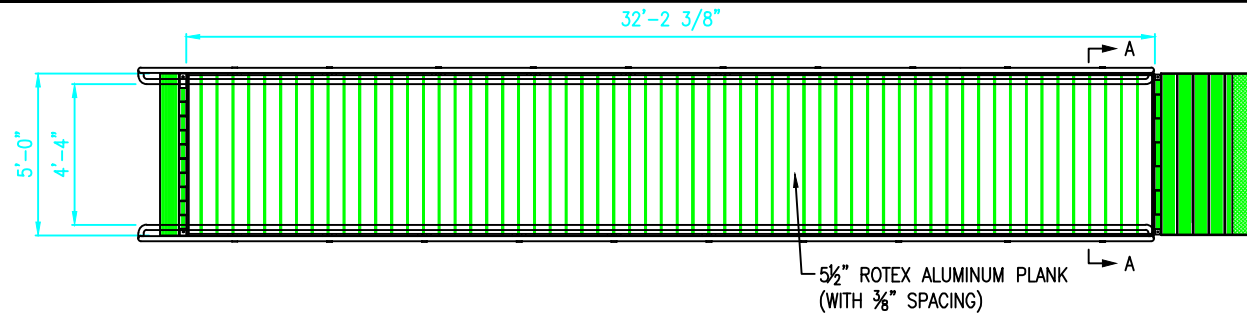


Option #1

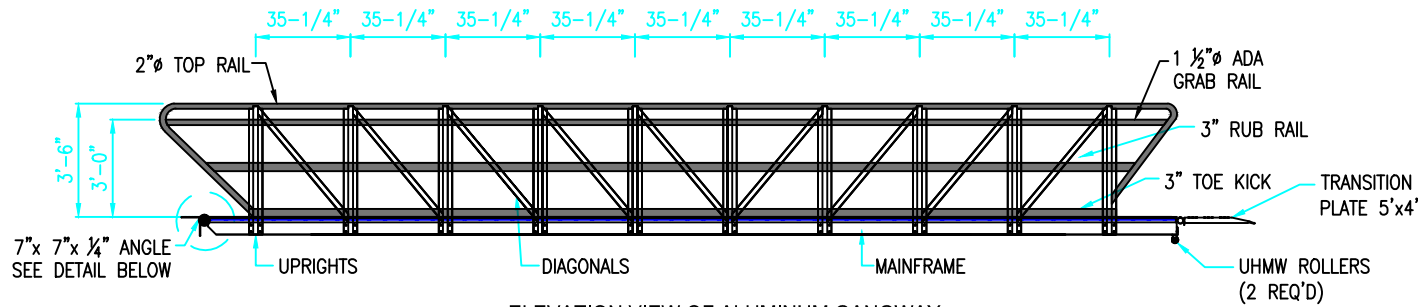
Item 5.2

CITY OF EUSTIS, FL
PARKS AND RECREATION

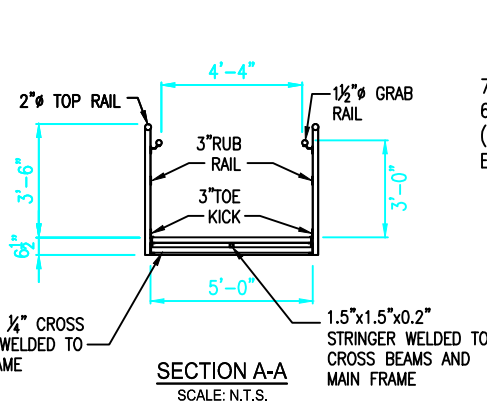




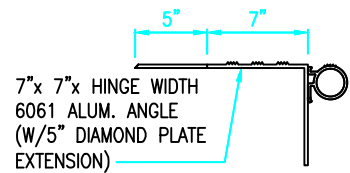
PLAN VIEW OF ALUMINUM GANGWAY
SCALE: N.T.S.



ELEVATION VIEW OF ALUMINUM GANGWAY
SCALE: N.T.S.



SECTION A-A
SCALE: N.T.S.



PIANO HINGE DETAIL
SCALE: N.T.S.

NOTES:

- BRISTOL INDUSTRIES OF PENNSYLVANIA, INC. GANGWAYS ARE FABRICATED FROM 6000 SERIES EXTRUDED ALUMINUM – INDICATED BY THE ALUMINUM ASSOCIATION OF AMERICA AS THE MOST DURABLE ALLOY IN A SALT MARINE ENVIRONMENT. ALL FASTENERS ARE STAINLESS STEEL.
- HANDRAILS ARE DESIGNED TO WITHSTAND A 200 POUND LOADING APPLIED FROM ANY DIRECTIONS AT ANY POINT ON THE HANDRAIL.
- MAX DESIGN LIVE LOAD 50 PSF.
- WALKWAY SURFACE HAS INTEGRAL "ROTEX" NON-SKID PLANKING WITH 3/8" SPACING BETWEEN PLANKS.
- PIANO HINGE INSTALLATION: DUE TO VARIABILITY OF FIELD CONDITIONS AND MATERIALS, INSTALLATION CONTRACTOR RESPONSIBLE FOR LOCATING AND FASTENING HINGE, POSITIONING AND DRILLING BOLT HOLES FOR MOUNTING. (MANUFACTURER RECOMMENDS 1/2" NON CORROSIVE MOUNTING BOLTS)

APPROVED

AS IS
 WITH CHANGES

SIGN: _____ DATE: _____

DISCLAIMER
INFORMATION CONTAINED HEREIN IS PROPRIETARY TO BRISTOL INDUSTRIES OF PENNSYLVANIA, INC. AND IS NOT TO BE COPIED, ALTERED, USED OR DISCLOSED IN ANY MANNER WITHOUT WRITTEN CONSENT OF BRISTOL INDUSTRIES OF PENNSYLVANIA, INC.

NUM:	DATE:	REVISIONS:
1	3/14/23	SHOP DRAWINGS
2		
3		



BRISTOL INDUSTRIES OF PENNSYLVANIA INC.

PROJECT:
EZ DOCKS, The City Of Eustis

TITLE:
5' x 32' GANGWAY

SCALE: N.T.S.
DRAWN BY: R.W.D.
DWG NUM:
5X32

5' x 32' ADA Gangway.dwg



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 16, 2023

RE: Resolution Number 23-29 Colonial Inn Motel

Introduction:

Resolution Number 23-29 approves an agreement to reduce the code enforcement lien for Colonial Inn Motel, LLC and closes foreclosure action. The Resolution also authorizes the City Manager to execute the agreement and all other documents associated therewith.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager

RESOLUTION NUMBER 23-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY FLORIDA, APPROVING AN AGREEMENT TO REDUCE CODE ENFORCEMENT LIEN FOR COLONIAL INN MOTEL, LLC AND CLOSE FORECLOSURE ACTION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS ASSOCIATED THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on or about March 2022, the parties entered into an Agreement to Cure Deficiencies and Abate Foreclosure Litigation (hereafter referred to as “Prior Agreement”) as a result of code enforcement liens and foreclosure litigation related to property owned by Colonial Inn located at 1000 S. Bay Street, Eustis, Florida 32726;

WHEREAS, as a result of Colonial Inn’s compliance with the Prior Agreement, the matter was referred to the City’s Code Enforcement Board for review and recommendation to the City Commission of a reduced fine to resolve the outstanding matter;

WHEREAS, at the November 17, 2022 regular City Commission meeting, the City Commission considered and voted against Resolution No. 22-86 wherein the Code Enforcement Board recommended a lien reduction from \$176,250.00 to \$52,000.00;

WHEREAS, at the January 5, 2023 regular City Commission meeting the City Commission again discussed Colonial Inn’s fine reduction request. The City Commission approved a lien reduction to \$104,000.00 with a one-year (1) payment period and authorized the City Attorney to prepare the necessary documents for same, including an Agreement for court ratification; and

WHEREAS, to avoid the expense and time of litigation and to ensure compliance with City codes, the Parties have agreed to attempt to resolve and settle the dispute on the terms and conditions set forth in the attached Agreement.

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

Section 1. The Agreement to Reduce Code Enforcement Lien and Close Foreclosure Action between the City of Eustis and the Colonial Inn Motel, LLC, attached as Exhibit A, is hereby approved;

CERTIFICATE OF POSTING

The foregoing Resolution Number 22-29 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**AGREEMENT TO REDUCE CODE ENFORCEMENT LIEN
AND CLOSE FORECLOSURE ACTION**

This **AGREEMENT** to Reduce Code Enforcement Lien and Close Foreclosure Action (hereafter the "Agreement") made this ____ day of March, 2023, is entered into by and among the CITY OF EUSTIS (the "City"), whose address is 10 North Grove Street, Eustis, Florida 32726, and COLONIAL INN MOTEL, LLC ("Colonial Inn"), whose address is 1000 S. Bay Street, Eustis, Florida 32726, (collectively referred to as the "Parties").

WHEREAS, on or about March 2022, the parties entered into an Agreement to Cure Deficiencies and Abate Foreclosure Litigation (hereafter referred to as "Prior Agreement") as a result of code enforcement liens and foreclosure litigation related to property owned by Colonial Inn located at 1000 S. Bay Street, Eustis, Florida 32726 (hereafter the "Property");

WHEREAS, as a result of Colonial Inn's compliance with the Prior Agreement, the matter was referred to the City's Code Enforcement Board for review and recommendation to the City Commission of a reduced fine to resolve the outstanding matter;

WHEREAS, at the November 17, 2022 regular City Commission meeting, the City Commission considered and voted against Resolution No. 22-86 wherein the Code Enforcement Board recommended a lien reduction from \$176,250.00 to \$52,000.00;

WHEREAS, at the January 5, 2023 regular City Commission meeting the City Commission again discussed Colonial Inn's fine reduction request. The City Commission approved a lien reduction to \$104,000.00 with a one-year (1) payment period and authorized the City Attorney to prepare the necessary documents for same, including an Agreement for court ratification;

WHEREAS, to avoid the expense and time of litigation and to ensure compliance with City codes, the Parties have agreed to attempt to resolve and settle the dispute on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the conditions, covenants and agreements set forth below, the consideration and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Lien Reduction.** Within one (1) year (365 days) from the date this Agreement is fully executed Colonial Inn shall pay to the City the total sum of \$104,000.00 in full satisfaction of the code enforcement lien at issue in Lake County Case No. 2021 CA 001528.
2. **Foreclosure Suit.** The Parties stipulate to entry of an order ratifying this Agreement. Within thirty (30) days from the Effective Date of this Agreement, an order ratifying this Agreement shall be submitted to the Court for review and execution. The foreclosure suit shall be closed, and each party shall bear their own attorney's fees and costs assuming Colonial Inn complies with the lien reduction payment stated herein.

3. Payment Default. If Colonial Inn fails to make the payment as provided in paragraph 1, then, upon the City’s filing of an Affidavit of Noncompliance with Agreement with the Court, the City shall be entitled to the entry of an immediate Final Judgment of Foreclosure for the full lien amount less any payments received plus all attorney’s fees and costs incurred to date, including an estimate of the amount of attorney’s fees and costs to be incurred to conclude the case.

4. Affidavit of Noncompliance. The Affidavit of Noncompliance with Agreement filed with the Court shall set forth the default under this Agreement and include the full lien amount less any payments received by the City plus reasonable attorneys’ fees and costs due and to be incurred to conclude the matter under Florida law. The City shall send a copy of the Affidavit of Noncompliance with Agreement to Colonial Inn at the address set forth in paragraph 5 of this Agreement.

5. Notices. The City and Colonial Inn hereby represent to the Court that the following are their current addresses to which notices may be mailed and/or emailed:

Plaintiff: City of Eustis
c/o Sasha O. Garcia, Esq.
Bowen|Schroth
600 Jennings Avenue
Eustis, FL 32726
sgarcia@bowenschroth.com

Defendant: Colonial Inn Motel, LLC
c/o Joseph C. Shoemaker, Esq.
Bogin, Munns & Munns, P.A.
628 South 14th Street
Leesburg, FL 34748
jshoemaker@boginmunns.com

6. Full Payment Lien Discharge. Within fifteen (15) days of receipt of the payment as stated in paragraph 1 of this Agreement, the City shall release and discharge the lien at issue in Lake County Case No. 2021 CA 001528. While the case may be closed in the Court after ratification of the Agreement, the City’s code enforcement lien shall remain as is in public records until Colonial Inn fully complies with the Agreement or the lien is discharged as part of a judicial foreclosure sale, whichever happens first.

7. Full Payment Mutual Release. Upon the City’s receipt of the full amount due under this Agreement, all parties shall be deemed to have released each other from any and all claims, actions and causes of action which were asserted or may have been asserted in the foreclosure complaint filed in Lake County Case No. 2021 CA 001528.

8. Repeat Violation. Any subsequent code violations found on the Property shall be treated as a repeat violation as provided in Chapter 162, Florida Statutes.

9. Authority. The Parties, individually and respectively, represent and warrant they possess full authority to enter into this Agreement. Each Party further represents and warrants that no third party has now acquired or will acquire rights to present or pursue any claims arising from or based upon the claims that have been released herein.
10. Entire Agreement. The Parties represent and agree that no promise, inducement, or agreement other than as expressed herein has been made to them and that this Agreement is fully integrated, supersedes all prior agreements and understandings, and any other agreement between the Parties, and contains the entire agreement between the Parties.
11. Persons Bound. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, assigns, beneficiaries, and successors-in-interest.
12. Governing Law and Jurisdiction. The laws of the State of Florida shall apply to and control any interpretation, construction, performance or enforcement of this Agreement. The Parties agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and all Parties hereby waive any challenge to personal jurisdiction or venue in that court.
13. Advice of Counsel. The parties each acknowledge that they have entered into this Agreement voluntarily and with full knowledge and understanding of its terms. Each party further represents that they have sought guidance or advice from counsel of their choosing, or have knowingly and voluntarily waived such right, and the parties have read and fully understand the terms of this Agreement and voluntarily agree to be bound hereby.
14. Voluntary and Informed Consent. The Parties, individually and respectively, represent and agree (1) they have read and fully understand this Agreement, (2) they are fully competent to enter into this Agreement, (3) they are executing this Agreement voluntarily and free of any undue influence, duress, or coercion, (4) they have had the advice of independent counsel or waived such right, and (5) they have not relied upon the advice of counsel for the other Party in entering into this Agreement.
15. Construction. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Party.
16. Modification. No oral agreement, statement, promise, undertaking, understanding, arrangement, act or omission of any Party, occurring subsequent to the date hereof may be deemed an amendment or modification of this Agreement unless reduced to writing and signed by the Parties hereto or their respective successors or assigns.
17. Severability. The Parties agree that if, for any reason, a provision of this Agreement is held unenforceable by any court of competent jurisdiction, this Agreement shall be automatically conformed to the law, and otherwise this Agreement shall continue in full force and effect.

18. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Facsimile signatures shall be accepted the same as an original signature. A photocopy of this Agreement may be used in any action brought to enforce or construe this Agreement.


19. Effective Date. The Effective Date of this Agreement shall be the date the last party executes same.

20. No Waiver. No failure to exercise and no delay in exercising any right, power or remedy under this Agreement shall impair any right, power or remedy which any Party may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any Party be deemed a waiver of any default or breach subsequently arising.

21. Number and Headings. Whenever applicable within this Agreement, the singular shall include the plural and the plural shall include the singular. The headings in this Agreement are used solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement and of their own free acts after having carefully read and fully understood its content on the dates set forth below.

Colonial Inn Motel, LLC



Amrutlal N. Patel, President

03-08-23
Date

City of Eustis

Tom Carrino, City Manager

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: MARCH 16, 2023
 RE: RESOLUTION NUMBER 23-24: SITE PLAN WITH WAIVER FOR A TINY HOMES COMMUNITY ON EAST WOODWARD AVENUE (ALTERNATE KEY NUMBER 1190321)

Introduction:

Resolution Number 23-24 approves a Site Plan with a waiver to allow a tiny homes community, on approximately 1.2 acres located on the north side of East Woodward Avenue, the west side of South Grove Street, the east side of South Eustis Street, and the south side of East Key Avenue.

Recommended Action:

The administration recommends approval of Resolution Number 23-24.

Background:

1. Pertinent Site Information:

- a. The subject property comprises about 1.2 acres, which currently contains a 480-square foot detached garage, a 768 square-foot carport/pole shed, and a fence.
- b. The site is within the Mixed Commercial/Residential (MCR) land use district, which allows single family dwellings as a permitted use.
- c. The property is within the Urban Corridor Design District. The project utilizes the Civic building lot type.
- d. The site and surrounding properties' land use, design district designations, and existing uses are shown below:

Location	Existing Use	Future Land Use	Design District
Site	Vacant	RT	Urban Corridor
North	Single Family Residential	RT	Urban Corridor
South	Church – First United Methodist Church of Eustis Inc.	RT	Urban Corridor
East	Single Family Residential	RT	Urban Corridor

Location	Existing Use	Future Land Use	Design District
West	Single Family Residential and Commercial – Auto Repair Shop	GC	Urban Corridor

2. Proposed Development:

The proposed development plan includes ten tiny home buildings, a storage building, a parking area, and a park area. The applicant is requesting a waiver to garage requirement for single family dwellings. See Section 3, Waivers, for details. (See Exhibit A for site development plan).

3. Waivers:

a) Staff Supported:

1. Waiver to Section 110-5.8, which requires a garage for all newly constructed single-family dwellings since the effective date of this section
 - i. Minimum size 300 square feet (12 feet x 18 feet for automobile parking and 12 feet x 7 feet for storage).
 - ii. Equipped with an operational overhead door with minimum dimensions of 9 feet x 7 feet, which door, when closed, conceals the interior of the garage

4. Considerations/Waiver Review:

- a) Garage Requirement for Single Family Dwellings: The City's Land Development Regulations require garages for all single-family dwellings, including mobile homes, duplexes, triplexes, row houses and the like, constructed after the effective date of this section of the code. Should any property owner enclose or reduce the size of any existing garage or carport below the square footage requirements of this section, then the owner shall mitigate the loss of the garage by providing for on-site parking and outside storage. This code requirement is to encourage better access for emergency vehicles by having designated areas for parking whenever possible rather than parking in roadways and reducing travel space. Additionally, the garage serves as storage for not only the vehicle but also personal items in an effort to keep the front of properties cleaner and less cluttered for a more attractive aesthetic. The applicant is providing a parking lot area as well as a storage area, both of which would be for the use of residents of the tiny homes. As a result, the intent of the code is being met. Exhibit B shows the applicant's explanation and justification for the waiver request.

5. Applicable Policies and Codes:

a) Section 102-25 Time limitations and expiration of approval

- a) Within 12 months of obtaining approval of a site plan or preliminary plat, an applicant must submit final engineering/construction plans or a final plat or request an extension.

- b) Within six months of obtaining approval of development plans or final engineering/construction plans, a developer must begin construction, which shall be demonstrated by applying for and obtaining a building permit or site development permit.
 - c) The applicant may apply for extensions of time, not to exceed 12 months per extension, provided the underlying development order complies with the most recent land development regulations in effect at the time the city commission considers the extension request, and provided the development is deemed to be continuing in good faith by the city commission
- b) Section 109-2.6: Residential/office transitional district (RT). This land use designation applies to older residential areas having residential character, which are located adjacent to nonresidential development. The purpose is to provide for establishment of business and professional offices and limited retail and service business while maintaining residential character or compatibility.
- c) Section 109-5.5. - Urban development pattern intent statements. Urban corridor.
- a) Definition: Linear concentrations of typically commercial uses, predominately auto-oriented uses. The parcel size is primarily shallow in nature, compatible with the adjacent neighborhoods.
 - b) Structure: Interconnected driveways or rear lanes, access ways.
 - c) Form: Predominately single-use areas that may include a mix of uses, retail, and residential.
- d) Section 110-5.8. – Garages
- a) Garages. All single family dwellings, including mobile homes, duplexes, triplexes, row houses and the like, constructed after the effective date of this section, shall possess a garage as follows:
 - i. Minimum size 300 square feet (12 feet × 18 feet for automobile parking and 12 feet × 7 feet for storage).
 - ii. Equipped with an operational overhead door with minimum dimensions of 9 feet × 7 feet, which door, when closed, conceals the interior of the garage.
 - b) Should any property owner enclose or reduce the size of any existing garage or carport below the square footage requirements of this section, then the owner shall mitigate the loss of the garage by providing for on-site parking and outside storage as follows:
 - i. Construct a new garage on the property sufficient to meet the square footage requirements of this section; or
 - ii. If in a designated historic district, in an urban design district, or on a legal lot of record that is below the minimum suburban standard, or if enclosing a carport, then the owner may take the following actions in lieu of replacing the garage:

1. Designate two on-site parking spaces at least 9 feet x 18 feet each in the driveway area or on the residential lot behind the building frontage; and
2. Provide outside storage by either constructing a storage shed with minimum dimensions of 10 feet x 10 feet in accordance with the Land Development Regulations for accessory structures or by providing outside access to a designated, separated storage area within the enclosed garage or carport (minimum dimensions 12 feet x 7 feet).

e) Section 115-6.1:

- a) Public entrance. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface, or finish to give emphasis to the entrances.
- b) Mass and scale. Buildings that are more than 150 feet in length/width shall comply with the following. No more than 60 feet of horizontal distance of wall shall be provided without architectural relief a minimum of 30 feet wide and three feet deep for building walls and frontage walls facing the street.
- c) Building façade. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between the ground level floor and upper floors with either a cornice line or awning from 12 feet to 16 feet above base flood elevation or grade, whichever applies to the proposed development.
- d) Building features. Buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the building:
 - i. Divisions or breaks in materials (materials should be drawn from a common palette).
 - ii. Window bays.
 - iii. Separate entrances and entry treatments, porticoes extending at least five feet.
 - iv. Variation in roof lines.
 - v. Awnings installed in increments of 15 feet or less.
 - vi. Dormers.
 - vii. Canopies, extending at least five feet.
 - viii. Overhang extending at least five feet.
 - ix. Recessed entries (at least three feet from the primary façade).
 - x. Protruding entries (at least three from the primary façade).

- xi. Covered porch entries.
- e) Orientation. The primary building entrances shall be visible and directly accessible from a street. Building massing such as tower elements shall be used to call-out the location of building entries.
- f) Habitable street frontage. The first 20 feet of depth of the first floor of any mixed-use structure's primary building frontage facing a street shall be constructed as habitable space.
- g) Section 110-4.17: Civic Building Lot. A building lot located and designed to accommodate a building containing public or civic uses such as community services, day care, education, government, places of worship, or social services.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	—	—
Lot Depth (ft)	—	—
Lot Size (sf)	—	—
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	—
Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout (%)	—	—

- h) Section 115-9.3.1: Urban Design District Standards.
 - (a) **Urban landscape**
 When buildings are brought up to the street and utilizing a build-to-line, an urban buffer shall be provided.
 The urban buffer shall be determined by the sidewalk width. An eight-foot-wide pedestrian area must be maintained for at least 50 percent of the street frontage. Therefore, if the sidewalk is five feet wide an additional three feet shall be required as an urban buffer or front setback.
 The front buffer for an urban type development shall be allowed to provide potted plants. At a minimum, a 36-inch diameter pot by 24 inches high should be provided every 20 lineal feet of building frontage. The plant species should be two times as high as the height of the pot. Low growing plants, flowering annuals should be planted at the base of the pot. All efforts should be made to preserve existing tree canopy within the right-of-way.
 - (b) **Street trees.**
 - (1) Trees shall have a minimum two inches DBH and be of Florida No. 1 grade as per "Grades and Standards for Nursery Plants," Florida Department of Agriculture and Consumer Services. All landscaping shall meet FDOT visibility standards.

- (2) Tree spacing: For corridors and centers, one street tree shall be planted for every 30 linear feet or frontage or fraction thereof. For all other streets, one street tree shall be planted 40 to 60 feet on center. Street trees shall be planted a minimum of ten feet from any above ground utility, such as transformer pads and fire hydrants.
- (3) Tree species: Select tree species that are appropriate for street tree planting conditions shall be used.

Alternatives:

1. Approve Resolution Number 23-24
2. Deny Resolution Number 23-24

Discussion of Alternatives:

Alternative 1 approves Resolution Number 23-24

Advantages:

- a) The property owner can move forward to obtain approval of Final Engineering and Construction Plans, as well as a building permit for the proposed development.
- b) The action would be consistent with the existing development patterns in the area.
- c) The City would realize additional ad-valorem tax revenue once the building is constructed.
- d) The action would be consistent with the goals, objectives and policies of the Comprehensive Plan.

Disadvantages:

- a) The action would approve waivers to the Land Development Regulations.

Alternative 2 denies Resolution Number 23-24.

Advantages:

- a) The applicant may be able to redesign the site where waivers to the LDRs may not be necessary or the number of waivers reduced.

Disadvantages:

- a) The applicant may abandon the project due to additional costs to redesign.
- b) The City would not realize additional tax revenue from the new construction.

Community Input

The department has properly advertised the Resolution in the newspaper; notified surrounding properties within 500 feet; and posted the property with signage. To date, there has been no opposition received to the proposed development.

Budget / Staff Impact:

There would be no direct cost to the City associated with the action other than providing standard City services to the development. There would be no additional staff time beyond the normal plan review process and building inspections.

Prepared By:

Heather Croney, Senior Planner

Reviewed By:

Mike Lane, AICP, Development Services Director

Jeff Richardson, AICP, Deputy Development Services Director

Attachments

- Exhibit A (Site Plan)
- Resolution Number 23-24

To be provided on request:

- Surrounding Property Owner Notice
- Legal Advertisement

EXHIBIT A: SITE PLAN

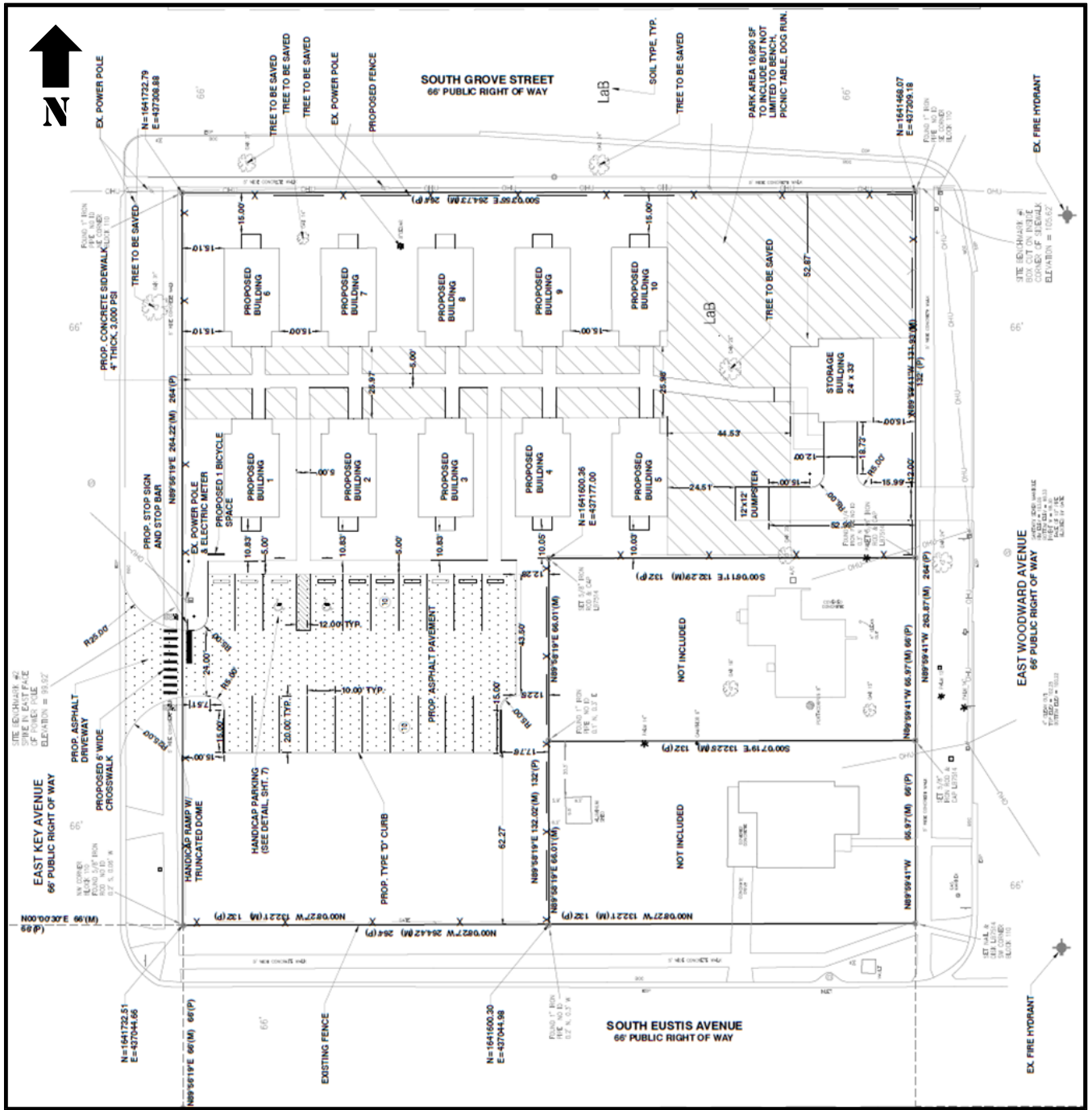


EXHIBIT B: APPLICANT'S EXPLANATION AND JUSTIFICATION FOR WAIVER REQUEST

WAIVER:

THE LAND DEVELOPMENT REGULATIONS WERE ADOPTED PRIOR TO THE TINY HOME MOVEMENT AND THE REQUIREMENT FOR A GARAGE HAS CREATED A CONFLICT. TINY HOMES PROVIDE AN AFFORDABLE HOUSING OPTION AND PROVIDE COST EFFECTIVE LIVING AND LIFESTYLE OPTIONS FOR TRANSITIONAL HOUSING TO MEET THE NEEDS OF STUDENTS.

SECTION 110-5.8 (A) REQUIRES THAT ALL SINGLE FAMILY DWELLINGS, INCLUDING MOBILE HOMES, DUPLEXES, TRIPLEXES, ROW HOUSES AND THE LIKE PROVIDE A MINIMUM 300 SQUARE FOOT GARAGE WITH STORAGE. THE APPLICANT IS PROVIDING THE REQUIRED TWO (2) PARKING SPACES PER UNIT WITHIN AN ASPHALT PARKING LOT LOCATED ON SITE. A TOTAL NUMBER OF TWENTY (20) SPACES, TWO (2) OF WHICH ARE HANDICAPPED, ARE PROVIDED FOR. SINCE THESE ARE TRANSITIONAL HOMES, OUTSIDE STORAGE FOR EACH UNIT IS NOT NECESSARY. HOWEVER, A 24' X 33' STORAGE BUILDING (792 SQUARE FEET) IS PROPOSED ON SITE FOR OUTSIDE STORAGE.

THERE ARE NO UNSAFE CONDITIONS OR DETRIMENTS TO PUBLIC WELFARE CREATED BY PROVIDING THE PARKING SPACES FOR THE TINY HOMES WITHIN A PAVED ASPHALT PARKING LOT ONSITE. A TOTAL OF TWENTY (20) SPACES ARE PROVIDED, TWO (2) HANDICAPPED, WHICH EQUATES TO THE REQUIRED TWO (2) PARKING SPACE PER UNIT REQUIREMENT. SIDEWALKS ARE PROVIDED TO AND FROM THE PARKING LOTS AND TINY HOMES. A 24' X 33' STORAGE BUILDING (792 SQUARE FEET) FOR OUTSIDE STORAGE IS PROPOSED ON SITE.

CLOSE TO 80% OF THE RESIDENTS THAT WILL RESIDE IN THE TINY HOMES DO NOT OWN VEHICLES. A STUDY DONE AT BERKELEY BY THE TERNER CENTER ([HTTPS://TERNERCENTER.BERKELEY.EDU/WP-CONTENT/UPLOADS/2020/11/TINY_HOUSES_STUDY_FINAL_TERNER.PDF](https://ternercenter.berkeley.edu/wp-content/uploads/2020/11/TINY_HOUSES_STUDY_FINAL_TERNER.PDF)), PROVIDES THAT MANY TINY HOME VILLAGES EITHER PROVIDE TRANSPORTATION (BY ARRANGING FOR A BUS TO COME TO THE COMMUNITY), OR LOCATE THEIR COMMUNITY CLOSE TO PUBLIC TRANSPORTATION (USUALLY WITHIN 1/8-1/2 MILE). THE LOCATION OF THIS SITE IS LOCATED CLOSE TO LAKE COUNTY PUBLIC TRANSPORTATION BUS STOPS LOCATED ON GROVE STREET (WITHIN APPROXIMATELY 1,200 FEET OF THE SITE), AND ON LAKEVIEW AVENUE (WITHIN APPROXIMATELY 2,200 FEET OF THE SITE). THE STUDY STATES THAT PARKING, OPEN SPACE, AND LOT COVERAGE REQUIREMENTS SHOULD BE WAIVED BECAUSE MANY OF THESE REQUIREMENTS DO NOT APPLY TO THE SCALE OF TINY HOUSE VILLAGE DEVELOPMENTS.

THE APPLICANT MEETS THE INTENT AND PURPOSE OF THE LAND DEVELOPMENT REGULATIONS AND THE POLICIES OF THE COMPREHENSIVE PLAN BY PROVIDING THE REQUIRED PARKING SPACES OF TWO (2) SPACES PER UNIT ONSITE. THE ONLY REQUEST FOR RELIEF IS TO PROVIDE THE PARKING SPACES IN A PARKING LOT.

THE RELIEF GRANTED IS THE MINIMUM DEGREE OF RELIEF NECESSARY, TO MAKE POSSIBLE THE REASONABLE USE OF THE LAND. THE APPLICANT IS NOT PROPOSING LESS PARKING SPACES THAN ARE REQUIRED BY CODE PER UNIT, JUST REQUESTING THAT THEY BE ABLE TO PROVIDE THE PARKING SPACES IN A PARKING LOT LOCATED ON SITE. THERE WILL BE SIDEWALKS FROM THE PARKING LOT TO THE TINY HOMES.

RESOLUTION NUMBER 23-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A SITE PLAN WITH WAIVER (TO SECTION 110-5.8 GARAGE REQUIREMENT) FOR A TINY HOMES COMMUNITY FOR THE FORWARD PATHS ORGANIZATION ON APPROXIMATELY 1.2 ACRES LOCATED ON THE NORTH SIDE OF EAST WOODWARD AVENUE, THE WEST SIDE OF S GROVE ST, THE EAST SIDE OF S EUSTIS ST, AND THE SOUTH SIDE OF E KEY AVE (ALTERNATE KEY NUMBER 1190321).

WHEREAS, Charles C. Hiott, P.E., Halff Associates, Inc. has made an application, on behalf of the property owner, Forward Paths Foundation Inc., for a Site Plan approval to permit a tiny homes community, on approximately 1.2 acres located on the north side of East Woodward Avenue, the west side of South Grove Street, the east side of South Eustis Street, and the south side of East Key Avenue, more particularly described as:

Alternate Key Number: 1190321

Parcel Identification Number: 11-19-26-0100-110-00100

EUSTIS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 13, 14, 15, 16 BLK 110 PB 1 PG 79 ORB 5316 PG 2400.

WHEREAS, the property described above has a Land Use Designation of Residential/Office Transitional (RT) and a Design District Designation of Urban Corridor; and

WHEREAS, single family dwelling units is a permitted use in the Mixed Commercial Residential (MCR) land use designation; and

WHEREAS, the proposed site plan as submitted is generally consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the proposed waiver to the Land Development Regulations meet the general intent of the regulations; do not jeopardize the health, safety, or welfare of the public; and include appropriate mitigation; and

NOW, THEREFORE, BE IT RESOLVED BY THE EUSTIS CITY COMMISSION AS FOLLOWS:

SECTION 1.

That the Site Plan for a tiny homes community, and attached hereto as Exhibit A is hereby approved with the following waivers:

1. Waiver to Section 110-5.8, which requires a garage for all newly constructed single-family dwellings since the effective date of this section
 - i. Minimum size 300 square feet (12 feet x 18 feet for automobile parking and 12 feet x 7 feet for storage).
 - ii. Equipped with an operational overhead door with minimum dimensions of 9 feet x 7 feet, which door, when closed, conceals the interior of the garage; and

SECTION 2.

That the Site Plan Approval shall be subject to the owner/developer complying with the following conditions:

- a. Obtaining Final Construction and Engineering Plan approval within one year, and developing the property in accordance with the approved Site Plan as referenced in Section 1 and attached hereto as Exhibit A.
- b. Obtaining and providing copies of all applicable permits from other jurisdictional agencies.
- c. Meeting applicable concurrency requirements prior to approval of a final development order.

Section 3.

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

Section 4.

That this Resolution shall become effective upon filing.

DONE AND RESOLVED this 16th day of March, 2023, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 16th day of March, 2023, 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

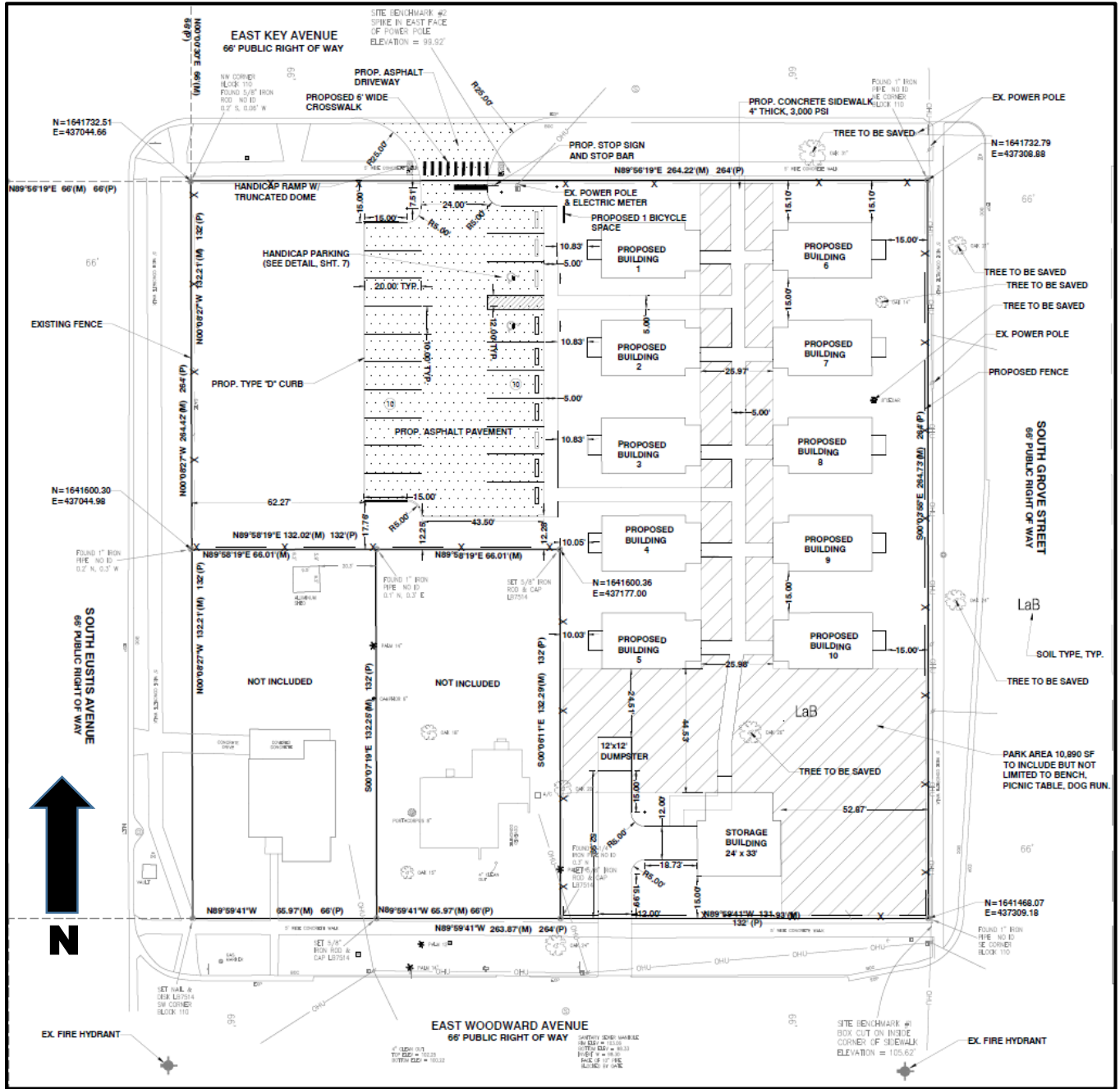
Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-24 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: SITE PLAN



DATE	ISSUE	BY
9-14-22	RAI PER CITY OF EUSTIS	CCH

CONSTRUCTION PLANS FOR TRANSITION HOMES

SECTION 11, TOWNSHIP 19 SOUTH, RANGE 26 EAST CITY OF EUSTIS, LAKE COUNTY, FLORIDA

CITY OF EUSTIS PROJECT # 2022-SP-03

OWNER/DEVELOPER:
FORWARD PATHS FOUNDATION, INC.
1005 WEST MAIN STREET # 102
LEESBURG, FL, 34748
PHONE: (352) 801-8631

ENGINEER/PLANNER/SURVEYOR:
HALFF
902 NORTH SINCLAIR AVENUE
TAVARES, FLORIDA 32778
PHONE (352) 343-8481
CHARLES C. HIOTT, P.E.

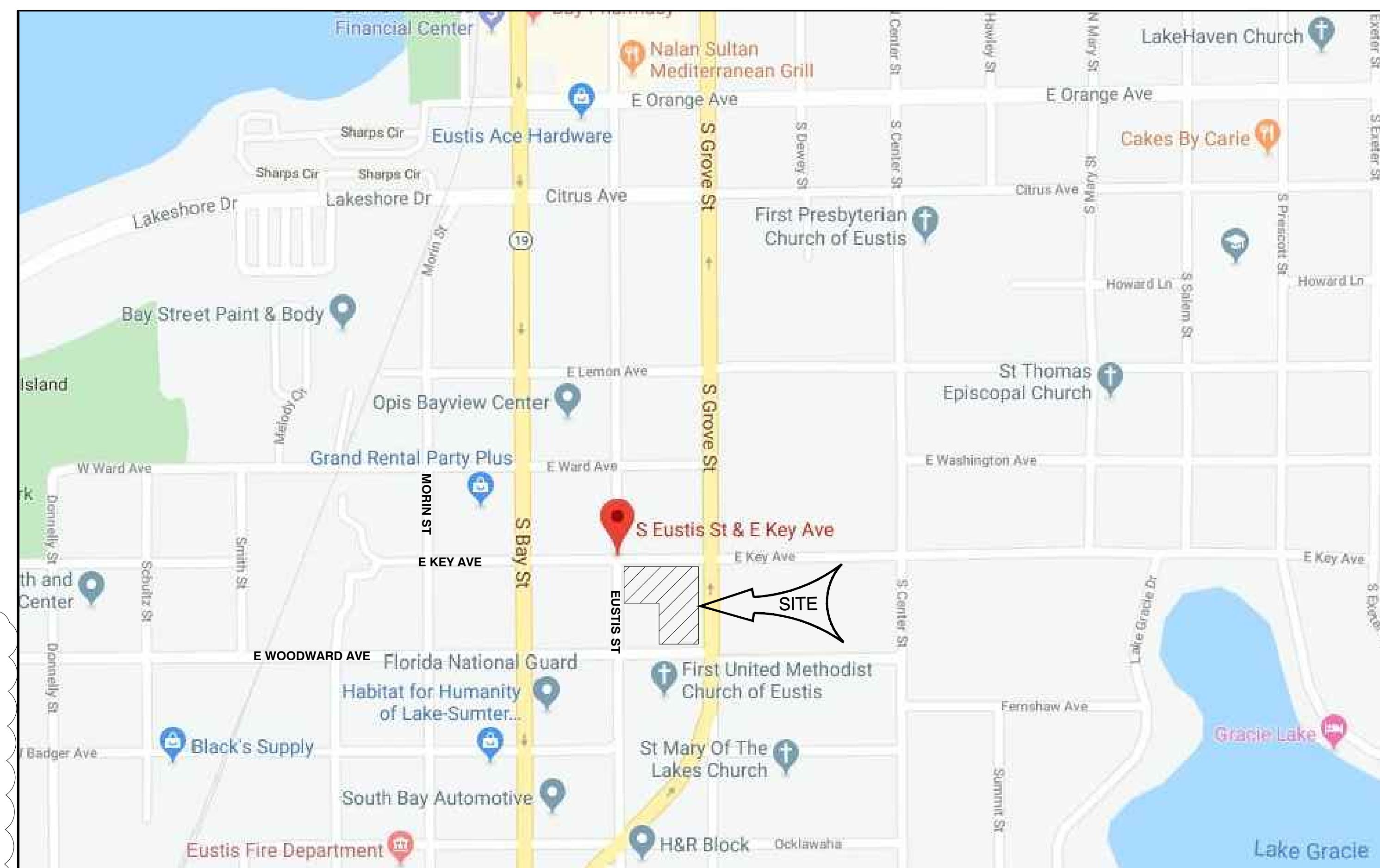
UTILITY COMPANIES
ELECTRIC:
SUMTER ELECTRIC COOPERATIVE, INC.
2903 SOUTH US HWY 301
SUMTERVILLE, FL, 33585
(352) 793-3801
CONTACT: ALAN KIMBLEY

CABLE:
COMCAST CABLE
8130 CR. 44 LEGA
LEESBURG, FL 34788
(352) 787-7875 EXT. 155
CONTACT: WILLIAM GRAHAM

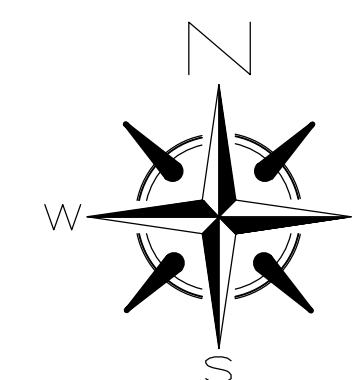
TELEPHONE:
CENTURY LINK
P.O. BOX 770339
WINTER GARDEN, FL, 34777-0339
(352) 326-1719
CONTACT: CHRIS LOVE

WATER / WASTEWATER:
CITY OF EUSTIS
10 N. GROVE ST
P.O. BOX 1068
EUSTIS, FL 32726
PHONE (352) 483-5460
CONTACT: LORI BARNES
(DEVELOPMENT SERVICES DIRECTOR)

CONTRACTOR TO PROVIDE FORTY-EIGHT (48) HOUR
ADVANCE NOTIFICATION TO THE UTILITY COMPANY AND
THE ENGINEER OF RECORD PRIOR TO ANY REQUIRED
TEST OF THE UTILITIES, WATER SYSTEM, ETC.



VICINITY MAP
NO TO SCALE



INDEX OF SHEETS

- 1 COVER SHEET
- 2 EXISTING CONDITIONS PLAN
- 2A AERIAL PHOTOGRAPH
- 3 EROSION CONTROL AND DEMOLITION PLAN
- 4 SITE PLAN
- 5 UTILITY PLAN
- 6 GRADING PLAN
- 7-8 DETAILS

WAIVER:
THE LAND DEVELOPMENT REGULATIONS WERE ADOPTED PRIOR TO THE TINY HOME MOVEMENT AND THE REQUIREMENT FOR A GARAGE HAS
CREATED A CONFLICT. TINY HOMES PROVIDE AN AFFORDABLE HOUSING OPTION AND PROVIDE COST EFFECTIVE LIVING AND LIFESTYLE OPTIONS FOR
TRANSITIONAL HOUSING TO MEET THE NEEDS OF STUDENTS.

SECTION 110-5.8 (A) REQUIRES THAT ALL SINGLE FAMILY DWELLINGS, INCLUDING MOBILE HOMES, DUPLEXES, TRIPLEXES, ROW HOUSES AND THE
LIKE PROVIDE A MINIMUM 300 SQUARE FOOT GARAGE WITH STORAGE. THE APPLICANT IS PROVIDING THE REQUIRED TWO (2) PARKING SPACES PER
UNIT WITHIN AN ASPHALT PARKING LOT LOCATED ON SITE. A TOTAL NUMBER OF TWENTY (20) SPACES, TWO (2) OF WHICH ARE HANDICAPPED, ARE
PROVIDED FOR. SINCE THESE ARE TRANSITIONAL HOMES, OUTSIDE STORAGE FOR EACH UNIT IS NOT NECESSARY. HOWEVER, A 24' X 33' STORAGE
BUILDING (792 SQUARE FEET) IS PROPOSED ON SITE FOR OUTSIDE STORAGE.

THERE ARE NO UNSAFE CONDITIONS OR DETRIMENTS TO PUBLIC WELFARE CREATED BY PROVIDING THE PARKING SPACES FOR THE TINY HOMES
WITHIN A PAVED ASPHALT PARKING LOT ON SITE. A TOTAL OF TWENTY (20) SPACES ARE PROVIDED, TWO (2) HANDICAPPED, WHICH EQUATES TO
THE REQUIRED TWO (2) PARKING SPACE PER UNIT REQUIREMENT. SIDEWALKS ARE PROVIDED TO AND FROM THE PARKING LOTS AND TINY HOMES.
A 24' X 33' STORAGE BUILDING (792 SQUARE FEET) FOR OUTSIDE STORAGE IS PROPOSED ON SITE.

THERE ARE NO UNSAFE CONDITIONS OR DETRIMENTS TO PUBLIC WELFARE CREATED BY PROVIDING THE PARKING SPACES FOR THE TINY HOMES DO NOT OWN VEHICLES. A STUDY DONE AT BERKELEY BY THE TERNER
CENTER (https://turnercenter.berkeley.edu/wp-content/uploads/2020/11/TINY_HOUSES_STUDY_FINAL_TERNER.PDF), PROVIDES THAT
MANY TINY HOME VILLAGES EITHER PROVIDE TRANSPORTATION (BY ARRANGING FOR A BUS TO COME TO THE COMMUNITY), OR LOCATE THEIR
COMMUNITY CLOSE TO PUBLIC TRANSPORTATION (USUALLY WITHIN 1/8-1/2 MILE). THE LOCATION OF THIS SITE IS LOCATED CLOSE TO LAKE COUNTY
PUBLIC TRANSPORTATION BUS STOPS LOCATED ON GROVE STREET (WITHIN APPROXIMATELY 1,200 FEET OF THE SITE), AND ON LAKEVIEW AVENUE
(WITHIN APPROXIMATELY 2,200 FEET OF THE SITE). THE STUDY STATES THAT PARKING, OPEN SPACE, AND LOT COVERAGE REQUIREMENTS SHOULD
BE WAIVED BECAUSE MANY OF THESE REQUIREMENTS DO NOT APPLY TO THE SCALE OF TINY HOUSE VILLAGE DEVELOPMENTS.

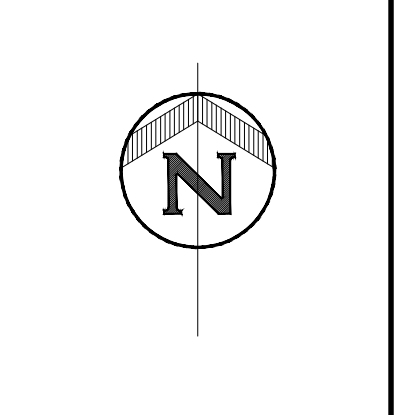
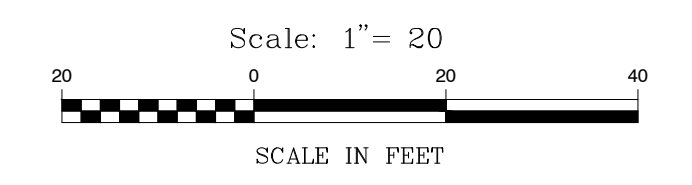
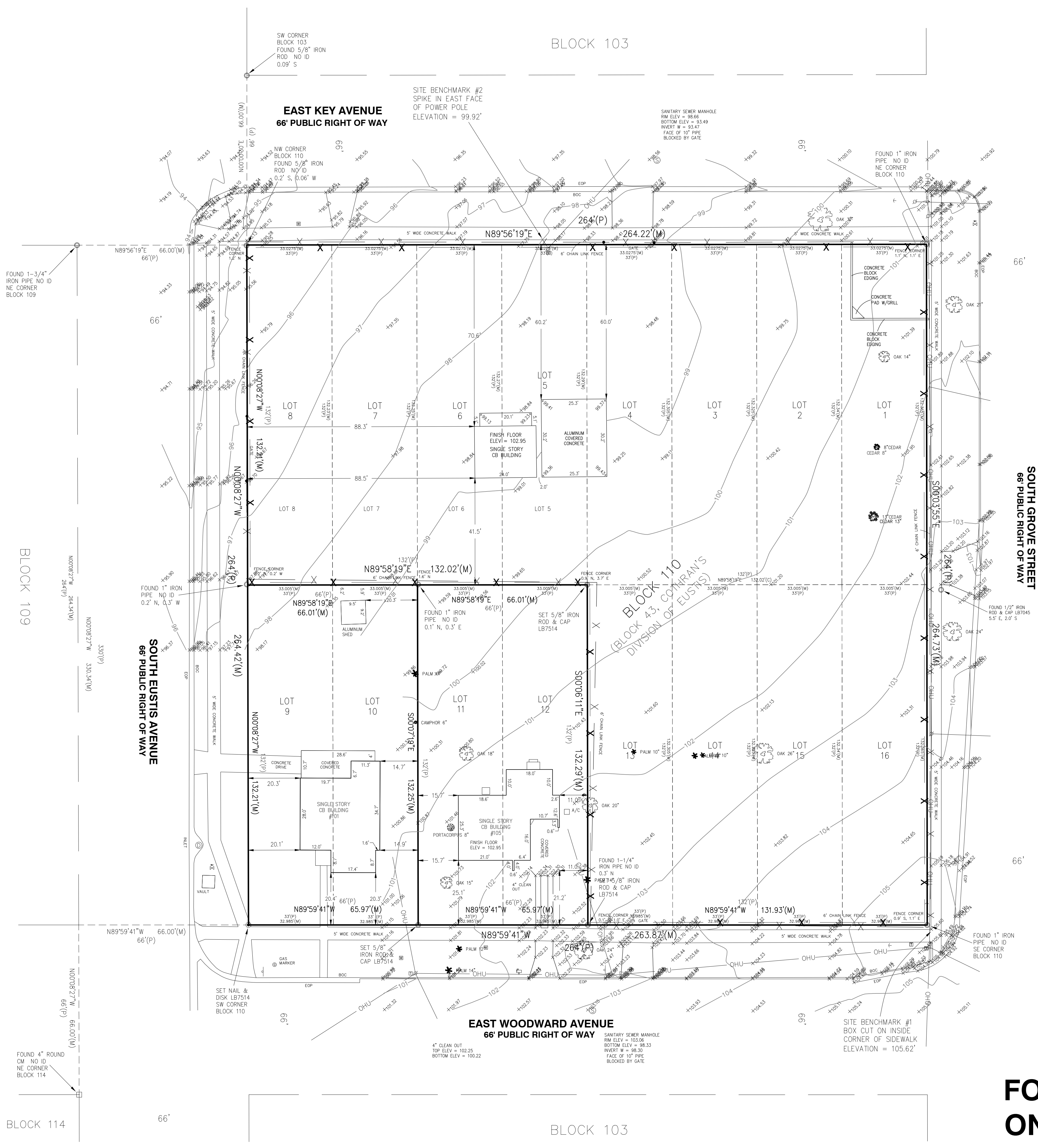
THE APPLICANT MEETS THE INTENT AND PURPOSE OF THE LAND DEVELOPMENT REGULATIONS AND THE POLICIES OF THE COMPREHENSIVE PLAN BY
PROVIDING THE REQUIRED PARKING SPACES OF TWO (2) SPACES PER UNIT ON SITE. THE ONLY REQUEST FOR RELIEF IS TO PROVIDE THE PARKING
SPACES IN A PARKING LOT.

THE RELIEF GRANTED IS THE MINIMUM DEGREE OF RELIEF NECESSARY, TO MAKE POSSIBLE THE REASONABLE USE OF THE LAND. THE APPLICANT IS
NOT PROPOSING LESS PARKING SPACES THAN ARE REQUIRED BY CODE PER UNIT, JUST REQUESTING THAT THEY BE ABLE TO PROVIDE THE PARKING
SPACES IN A PARKING LOT LOCATED ON SITE. THERE WILL BE SIDEWALKS FROM THE PARKING LOT TO THE TINY HOMES.



902 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

Charles C Hiott
Digitally signed by Charles C Hiott
DN: cn=Charles C Hiott, c=US, o=HALFF ASSOCIATES INC, email=chiott@halff.com
Date: 2023.02.06 11:06:52 -05'00'



LEGAL DESCRIPTIONS: (ALL DESCRIPTIONS REFER TO ALT KEY 1190321)

ORB 554, PG 556:
THE SOUTH 1/2 OF LOTS 13, 14, 15 AND 16 IN BLOCK 43 IN COTHTRANS DIVISION IN THE CITY OF EUSTIS, FLORIDA; THE SAID BLOCK 43 BEING BLOCK 110 IN THE CITY OF EUSTIS, FLORIDA, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 79, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ORB 1260, PGS 668-669:
LOTS 1, 2, 3 AND 4 AND THE NORTH 1/2 OF LOTS 13, 14, 15 AND 16, BLOCK 110, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF EUSTIS, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 79, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (SAID BLOCK 110 IS ALSO DESCRIBED AS BLOCK 43, OF COTHTRANS DIVISION OF THE CITY OF EUSTIS, WHICH IS AN UNRECORDED PLAT).

ORB 1262, PGS 2296-2297:
LOT 7, BLOCK 110, OFFICIAL MAP OF THE CITY OF EUSTIS, FLORIDA ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 79, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ORB 1286, PGS 258-259:
LOT 6, BLOCK 110, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF EUSTIS, FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 79, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; OTHERWISE KNOWN AS LOT 6, BLOCK 43, COTHTRANS DIVISION OF THE CITY OF EUSTIS.

ALSO:
LOT 5 IN BLOCK 43 IN COTHTRANS DIVISION IN THE CITY OF EUSTIS, FLORIDA; THE SAID BLOCK 43 BEING BLOCK 110 IN THE CITY OF EUSTIS, FLORIDA, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 79, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ORB 1717, PGS 319-321:
LOT 8 & BLOCK 110, OFFICIAL MAP OF THE TOWN OF EUSTIS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 79, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

M.D. NORTON'S
SUBDIVISION
PB 1, PG 73

SITE BENCHMARK #1
N: 1641466.2275
E: 437310.7429
LAT: N28°50'50.97"
LONG: W81°41'01.10"
SCALE: 0.9999961
CONVERGENCE: -000'19'47.47"

SITE BENCHMARK #2
N: 1641731.1164
E: 437161.6795
LAT: N28°50'53.59"
LONG: W81°41'02.79"
SCALE: 0.9999961
CONVERGENCE: -000'19'48.32"

DATE	REVISION
12-1-22	CITY OF EUSTIS RA 10-31-22

**CITY OF EUSTIS
TRANSITION HOMES
EXISTING CONDITIONS**

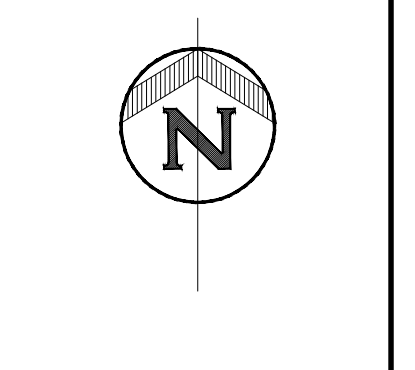
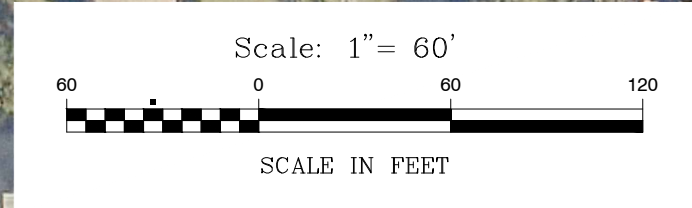
HALFF
Office: 352.343.8481
Fax: 352.343.8495
902 North Sinclair Ave.
Tavares, Florida 32778
Certificate of Authorization Number: 53380

DATE:	JANUARY 2020
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY:	CCH
JOB NO.:	181110.0001
FILE NAME:	

Sheet 2

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813

FOR INFORMATION PURPOSES ONLY.



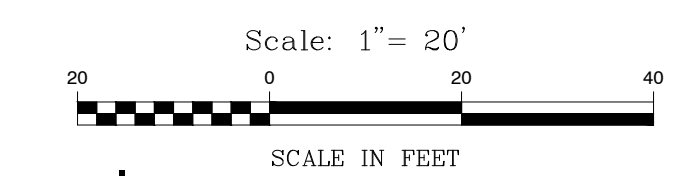
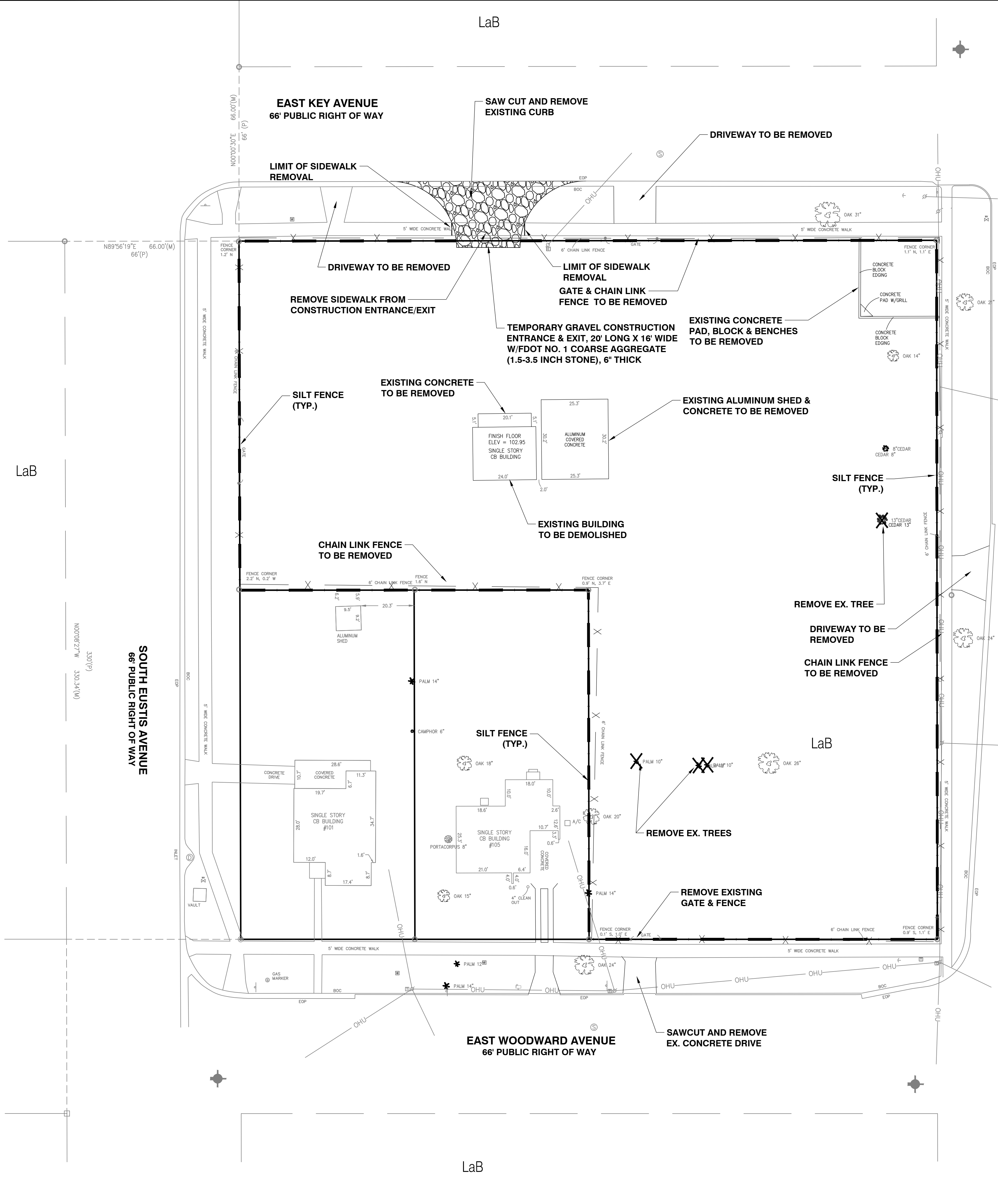
DATE	REVISION
12-1-22	1
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	6
	7
	8

CITY OF EUSTIS
TRANSITION HOMES
AERIAL
PHOTOGRAPH

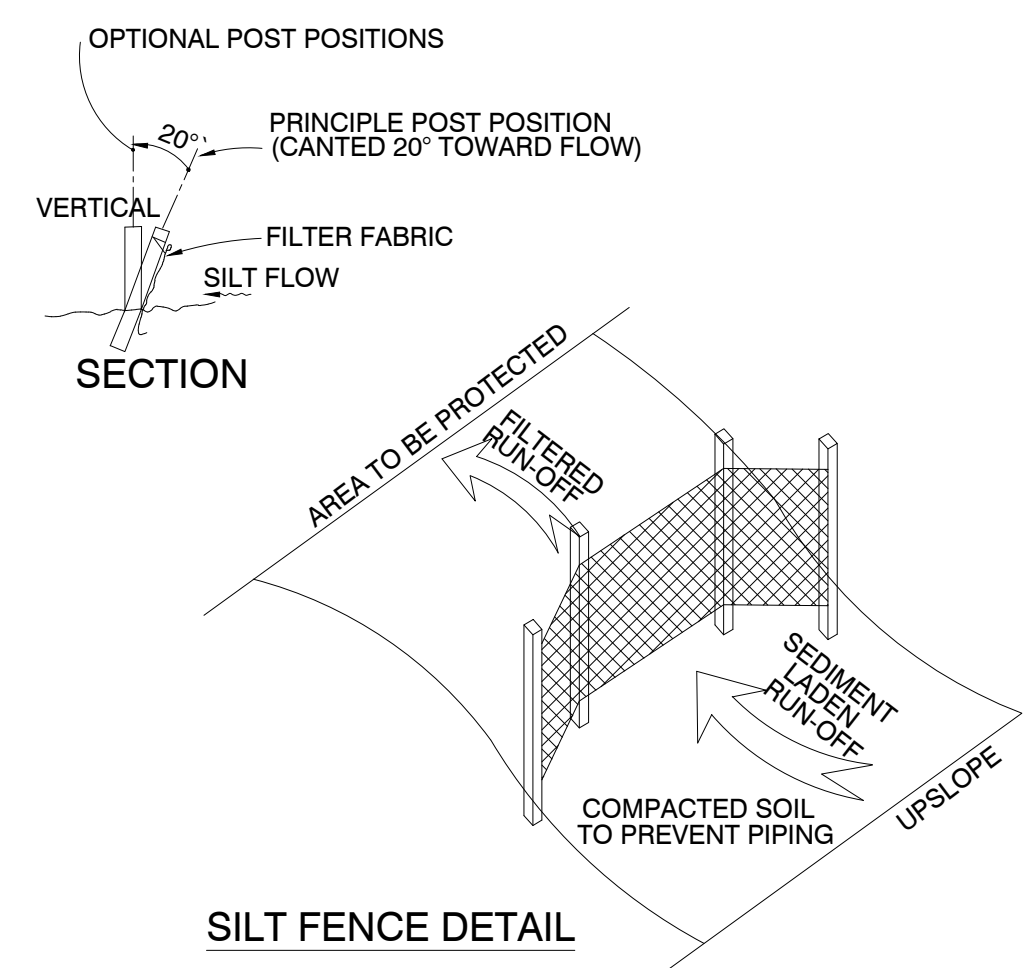
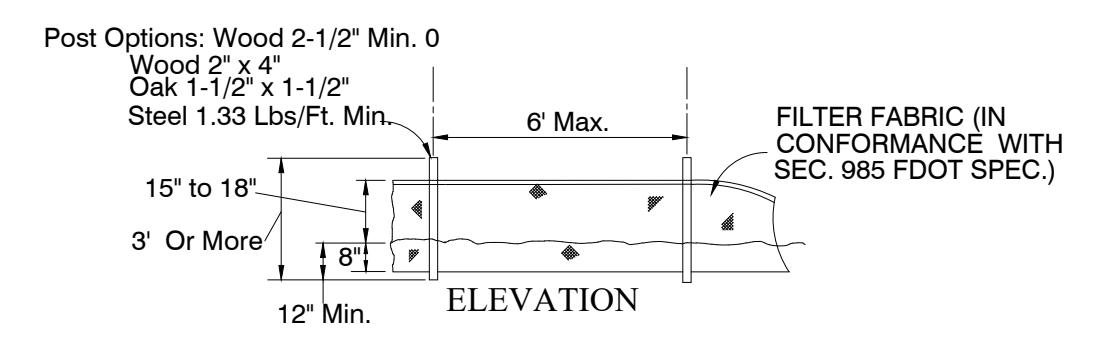
Office: 352.343.8481
Tallahassee, Florida 32378
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	MAY 2022
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY:	CCH
JOB NO.:	181110.0001
FILE NAME:	Sheet 2A

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813



- NOTES:**
- CONTRACTOR TO DESILT ALL PIPES PRIOR TO COMPLETION OF CONSTRUCTION OF PROJECT.
 - SILT FENCE SHOWN IS STRICTLY SCHEMATIC. FOR ILLUSTRATION ONLY, ALL FENCE TO BE WITHIN THE PROPERTY LINE OF THE PROJECT SITE.



- TEMPORARY CONSTRUCTION ENTRANCE**
- THE AREA OF THE ENTRANCE SHOULD BE CLEARED OF ALL VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL. A GEOTEXTILE SHOULD BE INSTALLED TO IMPROVE STABILITY AND SIMPLIFY MAINTENANCE. THE GRAVEL SHALL THEN BE PLACED OVER THE GEOTEXTILE.
 - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF MUD ONTO PUBLIC ROADS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 2-INCH STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, OR TRACKED FROM VEHICLES ONTO ROADWAYS MUST BE REMOVED IMMEDIATELY. LOOK FOR SIGNS OF TRUCKS AND TRAILERED EQUIPMENT CUTTING CORNERS WHERE THE GRAVEL MEETS THE ROADWAY. SWEEP THE PAVED ROAD DAILY FOR SEDIMENTS.
 - CONSTRUCTION SITE OPERATORS MUST CONTROL WASTE SUCH AS DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, LITTER, AND SANITARY WASTE AT THE CONSTRUCTION SITE THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY.

- EROSION AND SEDIMENT CONTROLS**
- A. EROSION CONTROL DURING CONSTRUCTION**
- TEMPORARY EROSION CONTROL STRUCTURE SHALL BE UTILIZED DURING CONSTRUCTION OF AREAS ON-SITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL STRUCTURES MAY BE REMOVED AFTER UPSLOPE HAS BEEN STABILIZED BY SOD OR COMPACTED AS DETERMINED BY THE CONTRACTOR.
 - TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASES. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.
 - PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICABLE TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OF THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES, AND WATER RESOURCES.
 - STORM WATER MANAGEMENT AREAS, STORM SEWER SYSTEM AND CONTROL STRUCTURES SHALL BE EXCAVATED TO ROUGH GRADE PRIOR TO BUILDING CONSTRUCTION OR PLACEMENT OF IMPERVIOUS SURFACE WITHIN THE AREA TO BE SERVED BY THE FACILITIES. TO PREVENT REDUCTION IN STORAGE VOLUME AND PERCOLATION RATE, ALL ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE STORM WATER FACILITIES PRIOR TO FINAL GRADING, STABILIZATION AND GRASSING.
 - EROSION CONTROL STRUCTURES, SUCH AS SILT FENCE AND BERMS, SHALL BE INSTALLED AROUND INLETS AND IN SWALES TO TRAP ERODED MATERIAL, PREVENT SEDIMENTATION IN DOWN STREAM AREAS AND KEEP RUNOFF VELOCITIES LOW.
 - THE CONTRACTOR SHALL MINIMIZE THE EXTENT OF AREA EXPOSE AT ANY ONE TIME AND THE DURATION OF EXPOSURE.
 - STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED GRASS NO MORE THAN FOURTEEN (14) DAYS AFTER THE CONSTRUCTION ACTIVITY IN ANY PORTION OF THE SITE THAT HAS CEASED.
 - THE CONTRACTOR WILL INSTALL A PERMANENT PROTECTIVE VEGETATIVE COVER FOR EROSION AND SEDIMENT CONTROL ON ALL LAND SURFACES DISTURBED BY CONSTRUCTION. THIS PROTECTIVE COVER MUST BE INSTALLED WITHIN FOURTEEN (14) DAYS AFTER FINAL GRADING OF THE EFFECTED LAND SURFACES. A PERMANENT VEGETATIVE COVER MUST BE ESTABLISHED WITHIN SIXTY (60) DAYS AFTER PLANTING OR INSTALLATION.
 - EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
 - PLACEMENT OF BARRIERS OR NECESSARY REPAIRS TO BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.
 - MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCK PILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATER COURSE BY RUNOFF OR HIGH WATER.
 - ANY ACCUMULATED SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
 - TO PROVIDE DUST CONTROL, A CONTRACTOR SHALL PROVIDE A WATER TRUCK OR IRRIGATION SYSTEM AS NEEDED, TO MAINTAIN SOIL MOISTURE.
 - IF SITE SPECIFIC CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR MUST IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY, IN ACCORDANCE WITH THE SPECIFICATION IN SECTION 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL, A GUIDE TO LAND AND WATER MANAGEMENT.
- B. PERMANENT STABILIZATION**
- WHERE CONSTRUCTION IS COMPLETE, PERMANENT VEGETATION SHALL BE INSTALLED AS SPECIFIED ON THE CONSTRUCTION PLANS AND IN ACCORDANCE WITH THE CONSTRUCTION SPECIFICATION DOCUMENT. PERMANENT VEGETATION WILL INCLUDE SOD OR SEED AND MULCH.

STORM WATER MANAGEMENT SYSTEM

THE STORMWATER RETENTION PONDS SHALL BE EXCAVATED TO ROUGH GRADE PRIOR TO BUILDING CONSTRUCTION OR PLACEMENT OF IMPERVIOUS SURFACES WITHIN THE DRAINAGE AREA SERVED BY THIS FACILITY. ALL ACCUMULATED SEDIMENT MUST BE REMOVED FROM THE RETENTION POND PRIOR TO FINAL GRADING, STABILIZING AND GRASSING.

OTHER CONTROLS

A. OFFSITE VEHICLE TRACKING

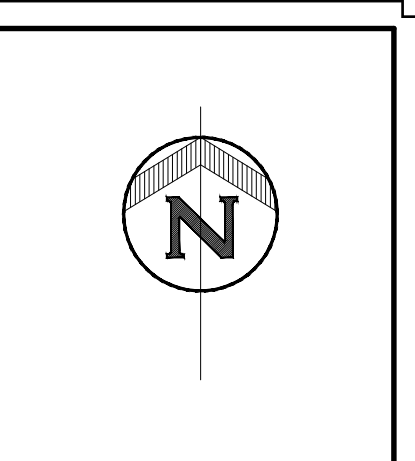
PAVED STREETS ADJACENT TO THE CONSTRUCTION SITE ENTRANCE WILL BE SWEEPED AS NEEDED TO PREVENT EXCESS MUD, DIRT, OR ROCK FROM LEAVING THE CONSTRUCTION SITE. ALL DUMP TRUCKS HAULING MATERIAL TO AND FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARP. TEMPORARY STABILIZED OR ROCK CONSTRUCTION ENTRANCE MAY BE REQUIRED TO REMOVE EXCESS DIRT AND MUD FROM TIRES BEFORE CONSTRUCTION VEHICLES ENTER ADJACENT PAVED STREETS.

TIMING OF SEDIMENT AND EROSION CONTROL MEASURES

A SILT FENCE SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITY. THE RETENTION PONDS AND THE STORM WATER CONVEYANCE SYSTEM SHALL BE CONSTRUCTED PRIOR TO THE PLACEMENT OF ANY IMPERVIOUS AREA. AREAS WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR MORE THAN 14-DAYS SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN ANY AREA, THAT AREA WILL BE STABILIZED WITH PERMANENT SEED AND MULCH OR SOD. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WITHIN ANY CATCH BASIN, STORM PIPES OR RETENTION PONDS WILL BE REMOVED.

EROSION CONTROL STRUCTURE

THE FOLLOWING REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES AND WATER RESOURCES. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER. MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.



DATE:	9-14-22
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY:	CCH
JOB NO.:	181110.0001
FILE NAME:	

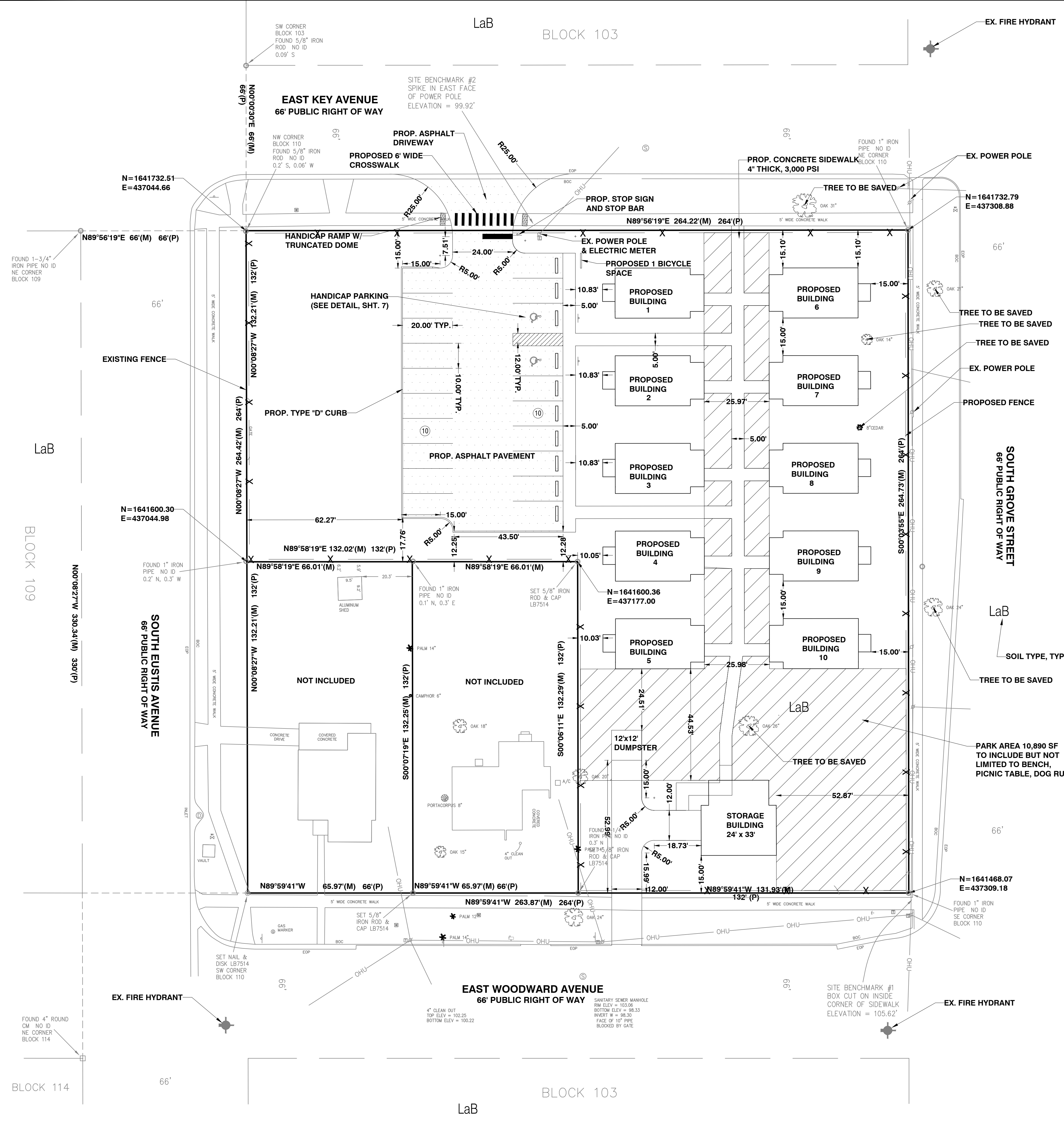
**CITY OF EUSTIS HOMES
TRANSITION HOMES
EROSION CONTROL &
DEMOLITION PLAN**

902 North Sinclair Ave.
Tavares, Florida 32776
Office: 352-343-8481
Fax: 352-343-8495
Certificate of Authorization Number: 33390

DATE:	JANUARY 2020
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY:	CCH
JOB NO.:	181110.0001
FILE NAME:	

Sheet 3

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813



LAND USE DATA

EXISTING LAND USE.....VACANT INSTITUTIONAL
 FUTURE LAND USE.....RT (RESIDENTIAL/ OFFICE TRANSITIONAL)
 DESIGN DISTRICT.....URBAN CORRIDOR
 TOTAL AREA OWNED.....1.20 ACRE OR 52,404 SF
 LIMITS OF CONSTRUCTION AREA.....1.20 ACRES OR 52,404 SF
 ALT. KEY # = 1190321

SETBACKS:
 FRONT.....25'
 SIDE.....15'
 REAR.....10'

PROPOSED USE: CIVIC
 WATER.....CITY OF EUSTIS
 SEWER.....CITY OF EUSTIS
 WASTE MANAGEMENT.....CITY OF EUSTIS
 FIRE PROTECTION.....FIRE HYDRANT

BUILDING HEIGHT.....35' MAX
 PARKING REQUIRED.....2 SPACES / DWELLING UNIT = 20 SPACES
 PARKING PROVIDED.....20 PAVED SPACES (INCLUDING 2 HANDICAP SPACES)
 PROPOSED SIDEWALK.....3410 SF
 PROPOSED PAVEMENT.....7,872 SF
 PROPOSED BUILDINGS.....8,292 SF
 TOTAL IMPERVIOUS.....19,574 SF (37.35%)
 PROPOSED IMPERVIOUS SURFACE RATIO.....0.37
 PROPOSED FAR.....0.16 (2.5 MAX.)
 DENSITY.....8.33 DU/AC (12 DU/AC MAX.)

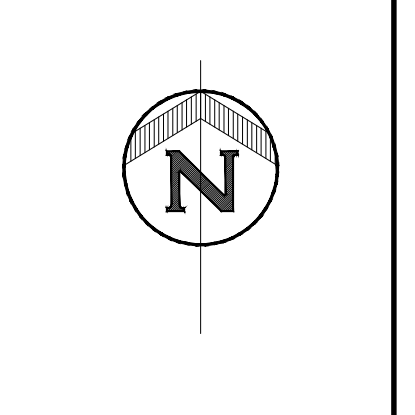
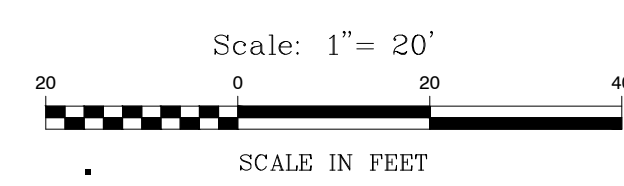
PROPOSED GRASS/OPEN SPACE.....32,830 SF (62.65%)
 PARK SPACE REQUIRED.....10,890 SF
 BUILDING 1 WILL BE HANDICAP ACCESSIBLE.
 SOIL TYPE.....LaB (LAKE SAND, 0 TO 5% SLOPES)
 WELANDS / CONSERVATION.....0.00 SF

- NOTES:
1. ALL STRIPING TO BE LEAD FREE THERMOPLASTIC INSTALLED PER SECTION 711, F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 2. DETECTABLE WARNING STRIPS TO BE INSTALLED PER F.D.O.T. STANDARD INDEX NO. 304 AND SECTION 527, F.D.O.T. STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 3. ENTIRE LOT TO BE GRADED TO MATCH SITE PLAN, AS NEEDED. BAHIA SOD TO BE INSTALLED IN ALL AREAS DISTURBED AND ANY OTHER AREAS WITH OUT GRASS.
 4. ALL DEBRIS, BRANCHES, AND TRASH NEEDS TO BE DISPOSED OF.
 5. GRIND ALL STUMPS IF ANY TREES ARE REMOVED A MINIMUM OF 8" BELOW FINISHED GRADE.
 6. THE SITE & BUILDING CONSTRUCTION WORK BEING CONDUCTED ON THE PROPERTY WILL COMPLY WITH THE 5TH EDITION OF THE FLORIDA FIRE PREVENTION CODES.
 7. IF CLEARING LAND FOR THE PROJECT REQUIRES MATERIAL BE BURNED, A BURN PERMIT MUST BE OBTAINED FROM THE CITY OF TAVARES & THE DEPARTMENT OF FORESTRY PRIOR TO BURNING ANY MATERIAL.
 8. CONSTRUCTION SITE OPERATORS MUST CONTROL WASTE SUCH AS DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, LITTER, AND SANITARY WASTE AT THE CONSTRUCTION SITE THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY.

M.D. NORTON'S
 SUBDIVISION
 PB 1, PG 73

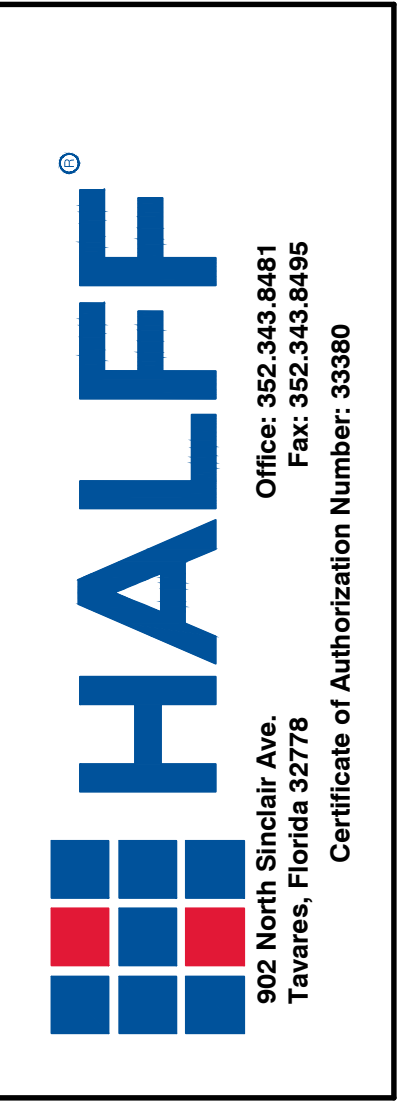
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 E: 437310.7429
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SITE BENCHMARK #2
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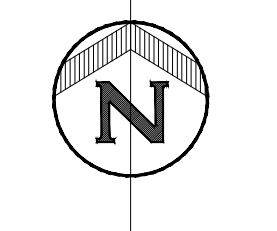
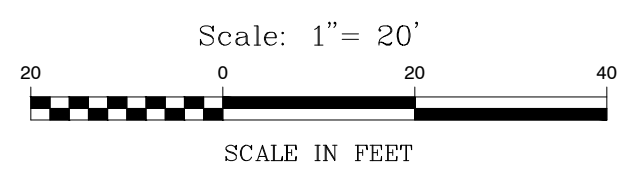
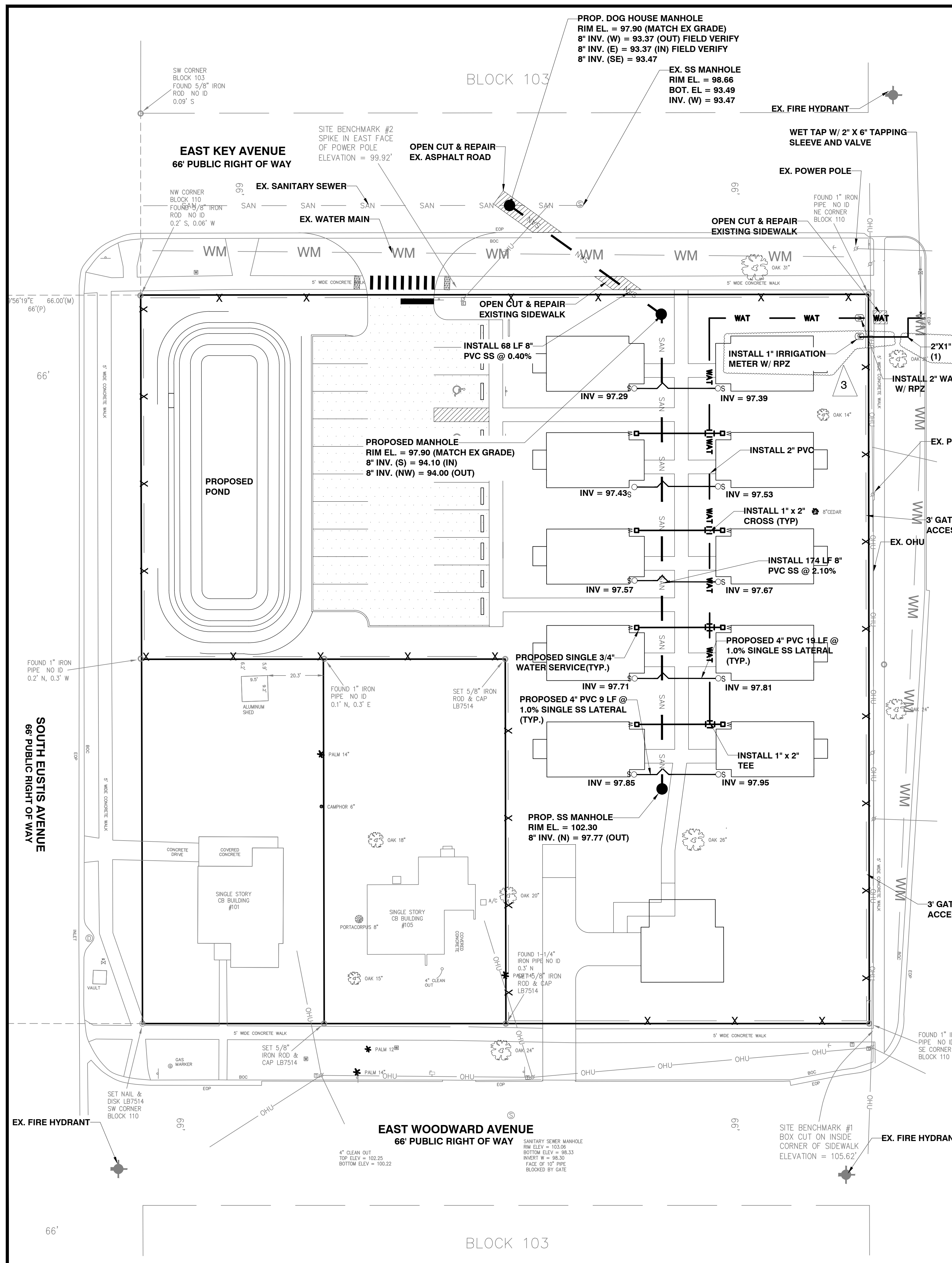


DATE	REVISION
9-14-22	1 CITY OF EUSTIS PAI
12-1-22	2 CITY OF EUSTIS PAI 10-31-22

**CITY OF EUSTIS
 TRANSITION HOMES
 SITE
 PLAN**



DATE:	JANUARY 2020
DESIGNED BY:	BJ
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FILE NAME:	
Sheet 4	



- NOTES:**
1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES PRIOR TO BEGINNING ANY EXCAVATION.
 2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 3. ALL POLYETHYLENE MATERIAL SHALL BE PER AWWA C901.
 4. ALL WATER, SEWER & REUSE LINES AND VALVES AS WELL AS METERS, METER BOXES, LOCKABLE CURB STOPS AND BACKFLOWS TO BE INSTALLED BY THE CONTRACTOR/DEVELOPER PER CITY OF EUSTIS ENGINEERING AND DESIGN STANDARDS.
 5. WATER VALVES TO BE PLACED PER CITY OF EUSTIS LAND DEVELOPMENT REGULATIONS DENSITY REQUIREMENTS OR AS NEEDED DURING REVIEW BY CITY STAFF.
 6. THE SITE AND BUILDING CONSTRUCTION WORK BEING CONDUCTED ON THE PROPERTY WILL COMPLY WITH THE 6TH EDITION OF THE FLORIDA FIRE PREVENTION CODES.
 7. ALL UTILITY WORK SHALL COMPLY WITH THE CURRENT CITY OF EUSTIS CSM STANDARDS AND APPROVED MANUFACTURER LIST AS POSTED ON THE CITY OF EUSTIS WEBSITE.
 8. ALL UTILITY SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD & THE CITY OF EUSTIS UTILITY DEPARTMENT.
 9. ALL WATER AND SEWER LINES OUTSIDE THE RIGHT OF WAY SHALL BE PRIVATELY OWNED AND MAINTAINED.

- WATER NOTES:**
1. THE CITY OF EUSTIS MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WET TAPS.
 2. IF THE CITY OF EUSTIS TAKES OWNERSHIP OF THE UTILITIES, ALL INSTALLATIONS & MATERIALS WILL FULLY COMPLY WITH THE NEWEST STANDARDS.
 3. CONSTRUCTION METERS MUST BE OBTAINED FROM THE CITY OF EUSTIS.

- SANITARY SEWER NOTES:**
1. ALL SANITARY SEWER MAINS & LATERALS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER. ALL APPROVED PVC PIPE SHALL BE INSTALLED WITH TRACING WIRE.
 2. ALL SANITARY SEWER MAINS & SERVICE LATERALS SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE PIPE, SDR 35 OR AS OTHERWISE INDICATED ON THE CONSTRUCTION DRAWINGS.
 3. ALL SANITARY SEWER WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS.
 4. PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING NEW WORK TO EXISTING LINES OR APPURTENANCES, THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF EXISTING CONNECTION POINT AND NOTIFY OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES IN WRITING.
 5. NEW MANHOLES SHALL BE CONSTRUCTED IN CONFORMANCE WITH LOCAL STANDARD DETAILS AND SPECIFICATIONS.
 6. PROPOSED PROJECT SHALL BE ISOLATED FROM THE EXISTING SEWER SYSTEM TO AVOID INFLOW OF DIRT. THE PREFERRED METHOD IS A PNEUMATIC PLUG VALVE IN THE UPSTREAM LINE.
 7. ALL SEWER SHALL BE CCTV INSPECTED AND APPROVED BY THE CITY PRIOR TO PAVING.

- FIRE PROTECTION NOTES:**
1. THE SITE CONSTRUCTION WORK BEING CONSTRUCTED ON THE PROPERTY WILL COMPLY WITH THE 6TH EDITION OF THE FLORIDA FIRE PREVENTION CODES.
 2. THE ROAD SHALL REMAIN CLEAR OF VEHICULAR OBSTRUCTIONS TO ALLOW ACCESS OF FIRE DEPARTMENT UNITS WHILE THE BUILDINGS ARE BEING CONSTRUCTED. (FFPC 1, 16.1.4, 2014 EDITION)
 3. FIRE APPARATUS ACCESS WILL BE PROVIDED FROM THE PARKING AREA AND ALONG GROVE STREET. THE PROPOSED FENCE WILL HAVE PEDESTRIAN GATES FOR FIRE TO ACCESS

DATE	REVISION
9-14-22	1 CITY OF EUSTIS PAI
12-1-22	2 CITY OF EUSTIS PAI 10-31-22
1-5-23	3 CITY OF EUSTIS PAI 10-31-22

**CITY OF EUSTIS
TRANSITION HOMES
UTILITY
PLAN**

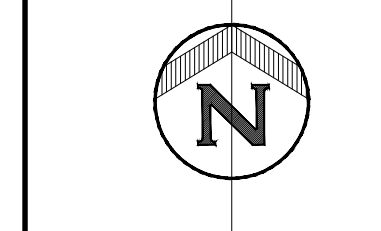
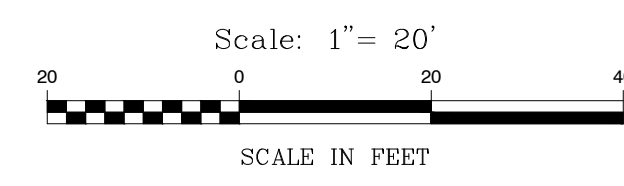
HALFF
902 North Sinclair Ave.
Tallahassee, Florida 32376
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33390

DATE:	JANUARY 2020
DESIGNED BY:	BJ
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FILE NAME:	
Sheet 5	

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54819

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO FDOT AND CITY OF EUSTIS STANDARDS.
2. INFORMATION REGARDING THE LOCATION OF EXISTING UTILITIES HAS BEEN OBTAINED FROM RESPECTIVE UTILITY OWNER USING THE LATEST INFORMATION AVAILABLE. HOWEVER, THESE LOCATIONS, AS SHOWN ON THE PLANS, ARE NOT CONSIDERED TO BE ALL INCLUSIVE. THE ENGINEER HAS ATTEMPTED TO SHOW AS MUCH AS POSSIBLE ALL MAIN ELECTRICAL AND TELEPHONE UNDERGROUND CABLES AND DUCTS. THE ENGINEER HAS NOT SHOWN ELECTRICAL AND TELEPHONE SERVICE CONNECTIONS WHICH MAY EXIST WITHIN THE PRIVATE RIGHTS-OF-WAY WITHIN THIS PROJECT. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL UNDERGROUND FACILITIES WITH A FIELD REPRESENTATIVE OF EACH RESPECTIVE UTILITY.
3. THE CONTRACTOR SHALL INSURE ALL NECESSARY PERMITS ARE IN HAND BEFORE COMMENCEMENT OF CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SATISFYING ALL REQUIREMENTS OF REGULATORY AGENCY PERMITS WITH REGARDS TO CONSTRUCTION ACTIVITIES AND CONDITIONS STATED THEREIN. ALL WORK WITHIN THE LAKE COUNTY RIGHT-OF-WAYS SHALL CONFORM WITH ALL REQUIREMENTS AND SPECIAL CONDITIONS OF THE APPROVED LAKE COUNTY PERMITS.
5. THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AT ALL INTERSECTIONS OF PROPOSED WORK AND EXISTING UTILITIES. THE EXPLORATORY EXCAVATIONS SHALL BE MADE 48 HOURS OR 1,000 FEET IN ADVANCE OF THE WORK, WHICHEVER IS GREATER. IF THERE IS A POTENTIAL CONFLICT, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY. INFORMATION ON THE OBSTRUCTION TO BE FURNISHED BY THE CONTRACTOR SHALL INCLUDE: LOCATION, ELEVATION, UTILITY TYPE, MATERIAL AND SIZE.
6. ALL AREAS WHERE LANDSCAPING, SOD, OR IRRIGATION HAS BEEN REMOVED OR DISTURBED BY CONTRACTOR'S OPERATIONS SHALL BE RE-SODDED, LANDSCAPED, OR REPAIRED WITH LIKE KIND. ALL EXISTING PROPERTY, FENCING, DRIVEWAYS, PIPING, SIDEWALKS, SIGNS AND OTHER ITEMS SHALL BE
7. RESTORED TO ORIGINAL LINE AND GRADE UNLESS APPROVED BY THE ENGINEER. ACCESS TO ADJOINING PROPERTY ALONG THE PROPOSED ROUTE SHALL BE MAINTAINED AT ALL TIMES.
8. THE SHOWN LOCATIONS OF RIGHTS-OF-WAY AND UTILITIES ARE APPROXIMATE. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO EXACTLY LOCATE ALL RIGHTS-OF-WAY AND UTILITY LINES IN THE CONSTRUCTION AREA PRIOR TO EXCAVATION. ANY DAMAGE TO ANY EXISTING UTILITY, STRUCTURE OR SERVICE SHALL BE REPAIRED, AT THE CONTRACTOR'S EXPENSE, IN A MANNER APPROVED BY THE RESPECTIVE UTILITY OWNER.
9. ALL ELEVATIONS SHOWN ON THESE DRAWINGS REFER TO NATIONAL GEODETIC VERTICAL DATUM (NGVD): 88 DATUM.
10. THE CONTRACTOR SHALL REPLACE ALL PAVING, SODDING, STABILIZED EARTH, LANDSCAPING, DRIVEWAYS, SIDEWALKS, IRRIGATION SYSTEMS, UNDERGROUND PIPING, ETC., DISTURBED OR DAMAGED BY THE CONSTRUCTION. THE CONTRACTOR SHALL REPLACE WITH EQUAL MATERIAL OR AS DIRECTED BY THE ENGINEER.
11. UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS OR IN THE SPECIFICATIONS, ALL ITEMS NOTED TO BE REMOVED SHALL REMAIN THE PROPERTY OF THE OWNER. ALL ITEMS REMOVED SHALL BE STORED BY THE CONTRACTOR ON-SITE AS DIRECTED BY THE OWNER OR ENGINEER.



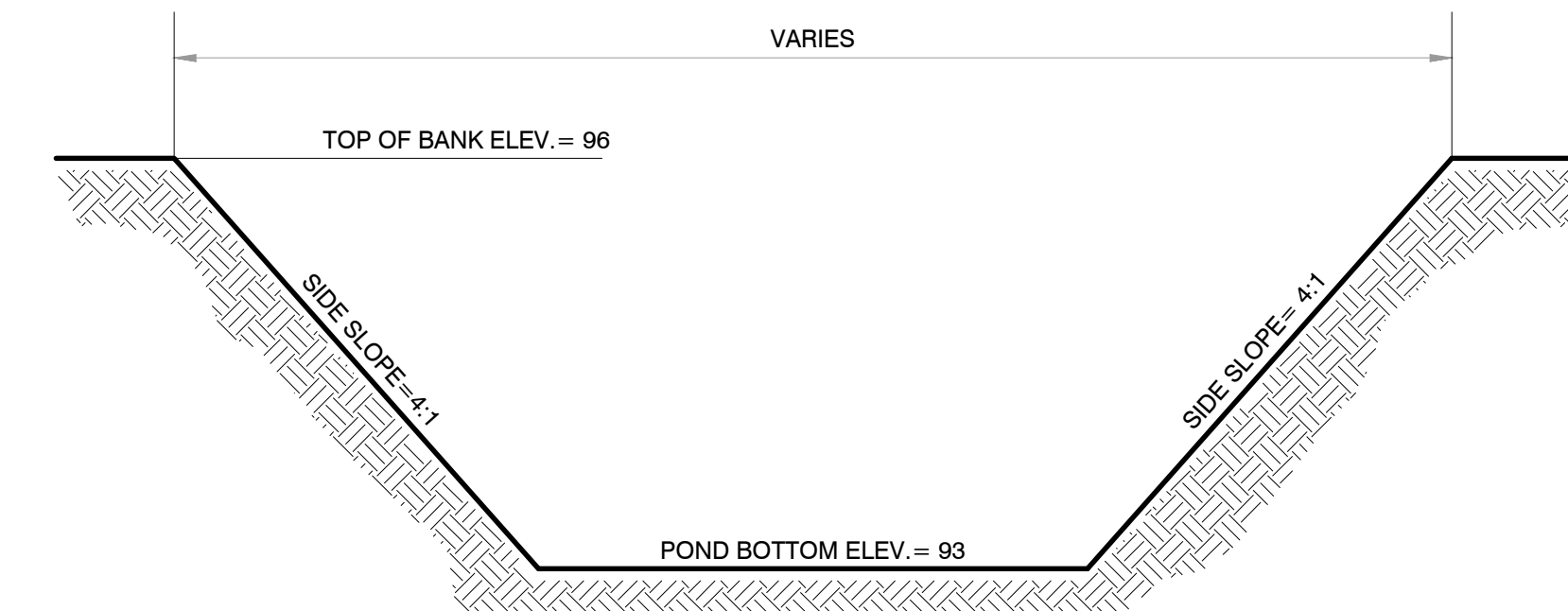
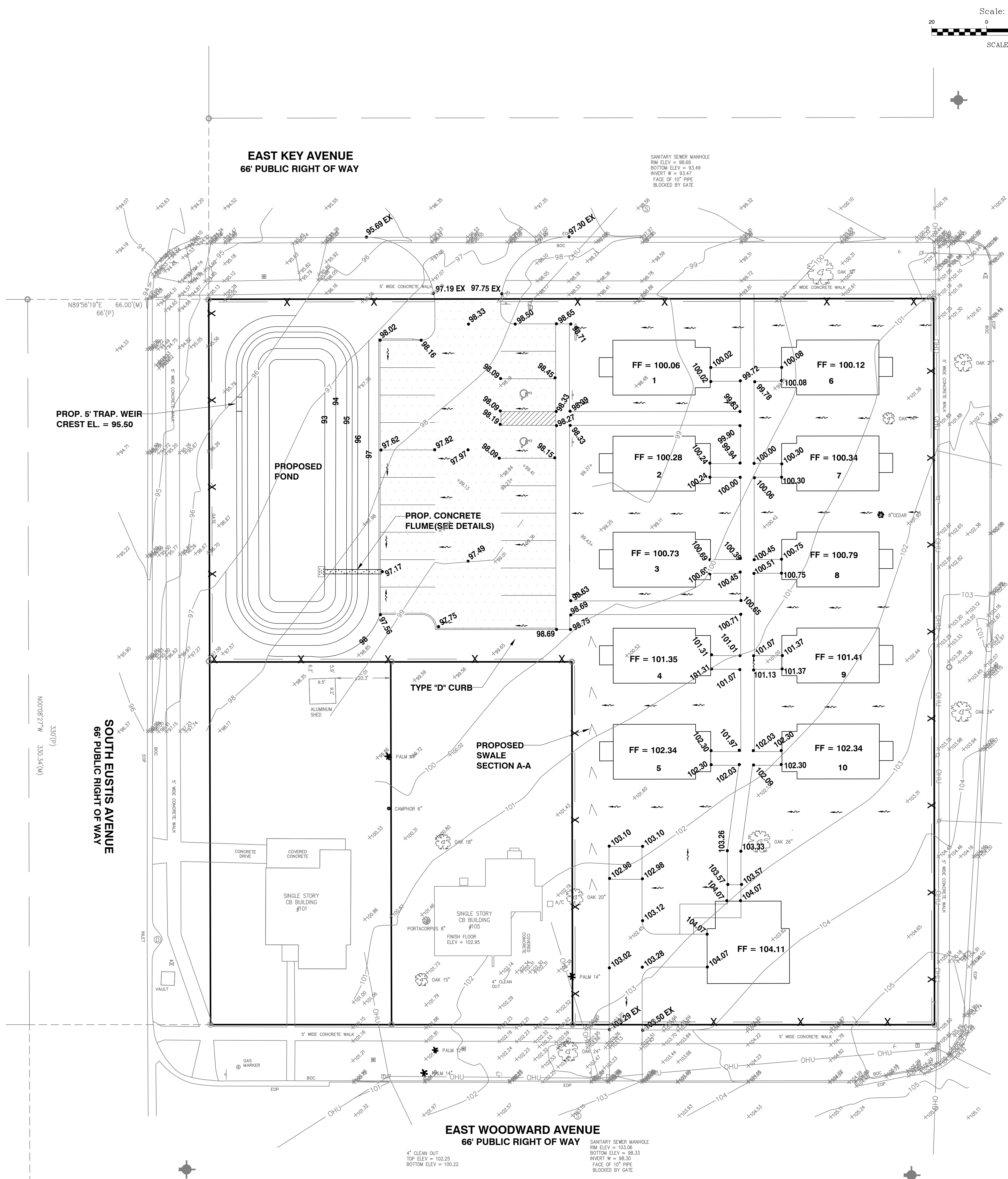
DATE	REVISION
9-14-22	1 CITY OF EUSTIS RA1
12-1-22	2 CITY OF EUSTIS RA1 10-31-22

**CITY OF EUSTIS
TRANSITION HOMES
GRADING PLAN**



DATE:	JANUARY 2020
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Sheet 6	

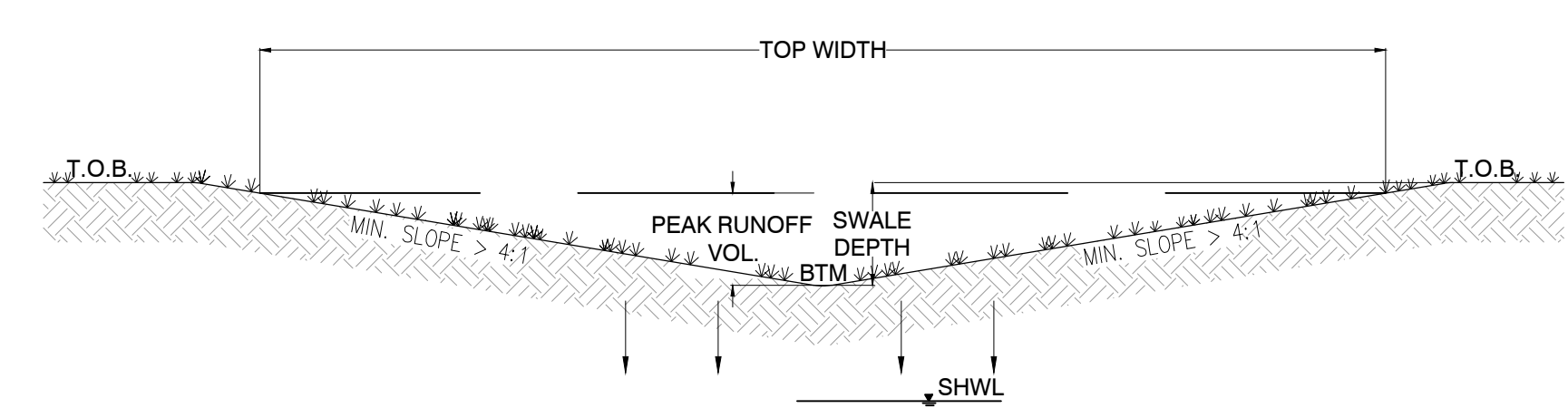
CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813



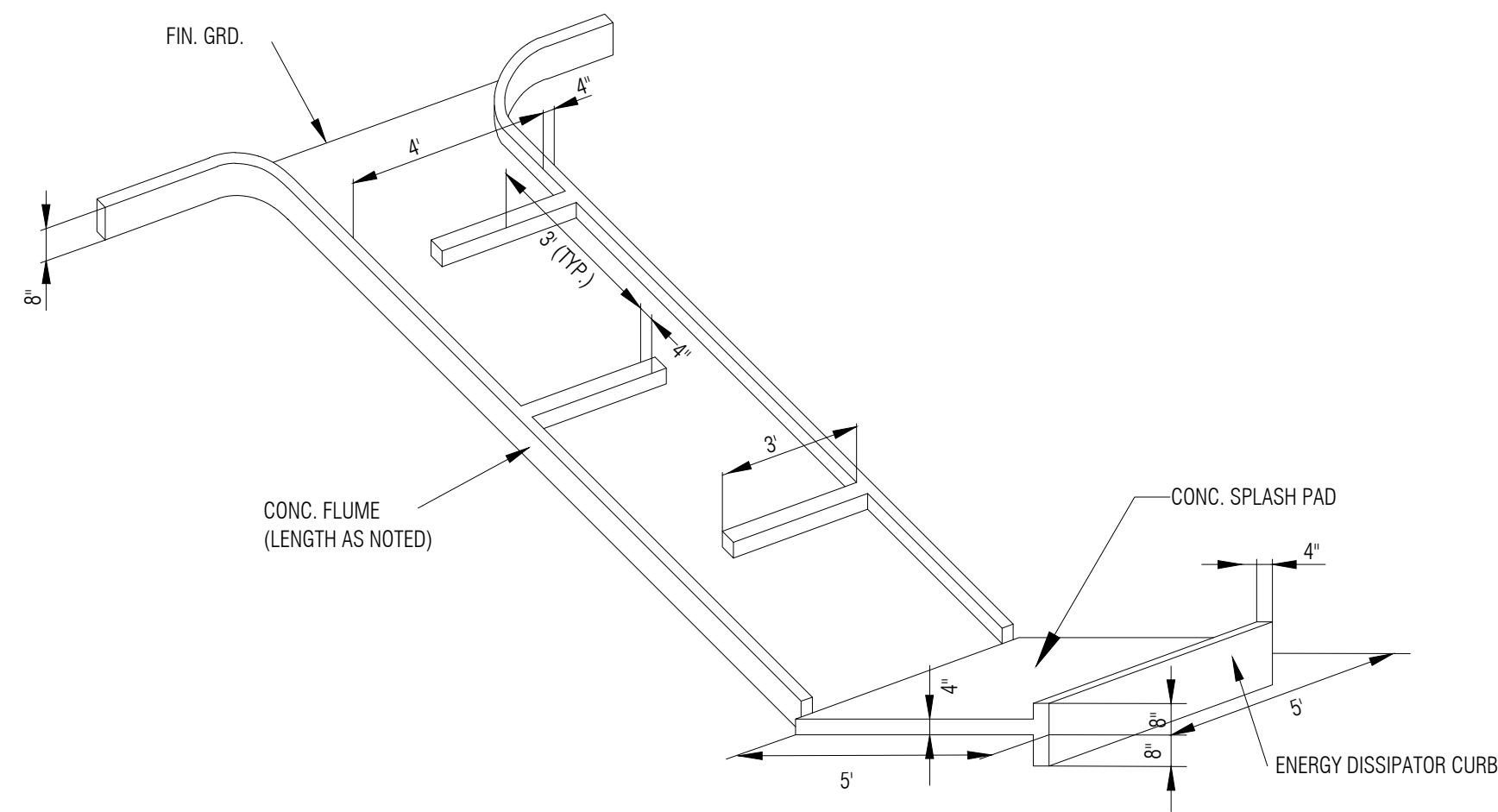
TYPICAL POND SECTION

DRA NO.	TOP OF BANK ELEVATION	POND BOTTOM ELEVATION	SLOPE (MAX.)
1	96.00	93.00	4:1

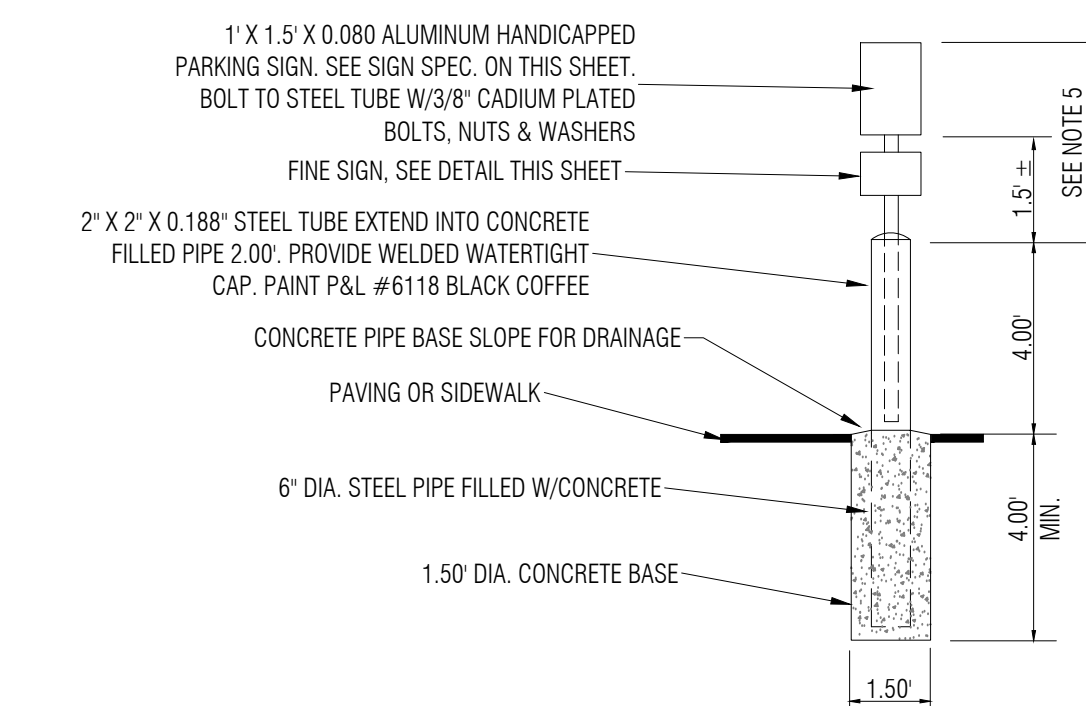
- NOTES:
1. MAXIMUM SIDE SLOPES NOT TO EXCEED 4:1.
 2. SOD ALL SIDE SLOPES
 3. SEED AND MUCK BOTTOM



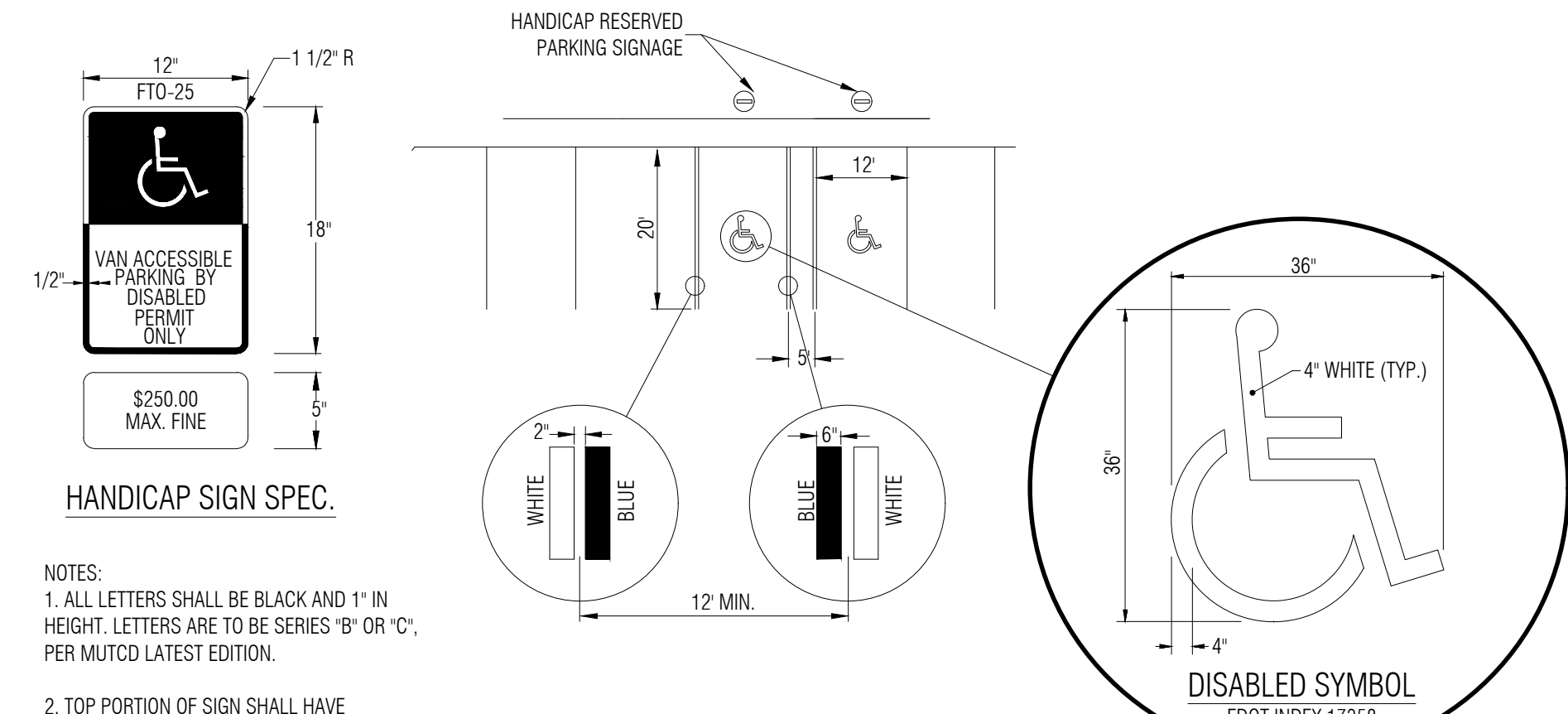
**TYPICAL V SWALE DETAIL
SECTION A-A
N.T.S.**



TYPICAL CONC. FLUME DETAIL



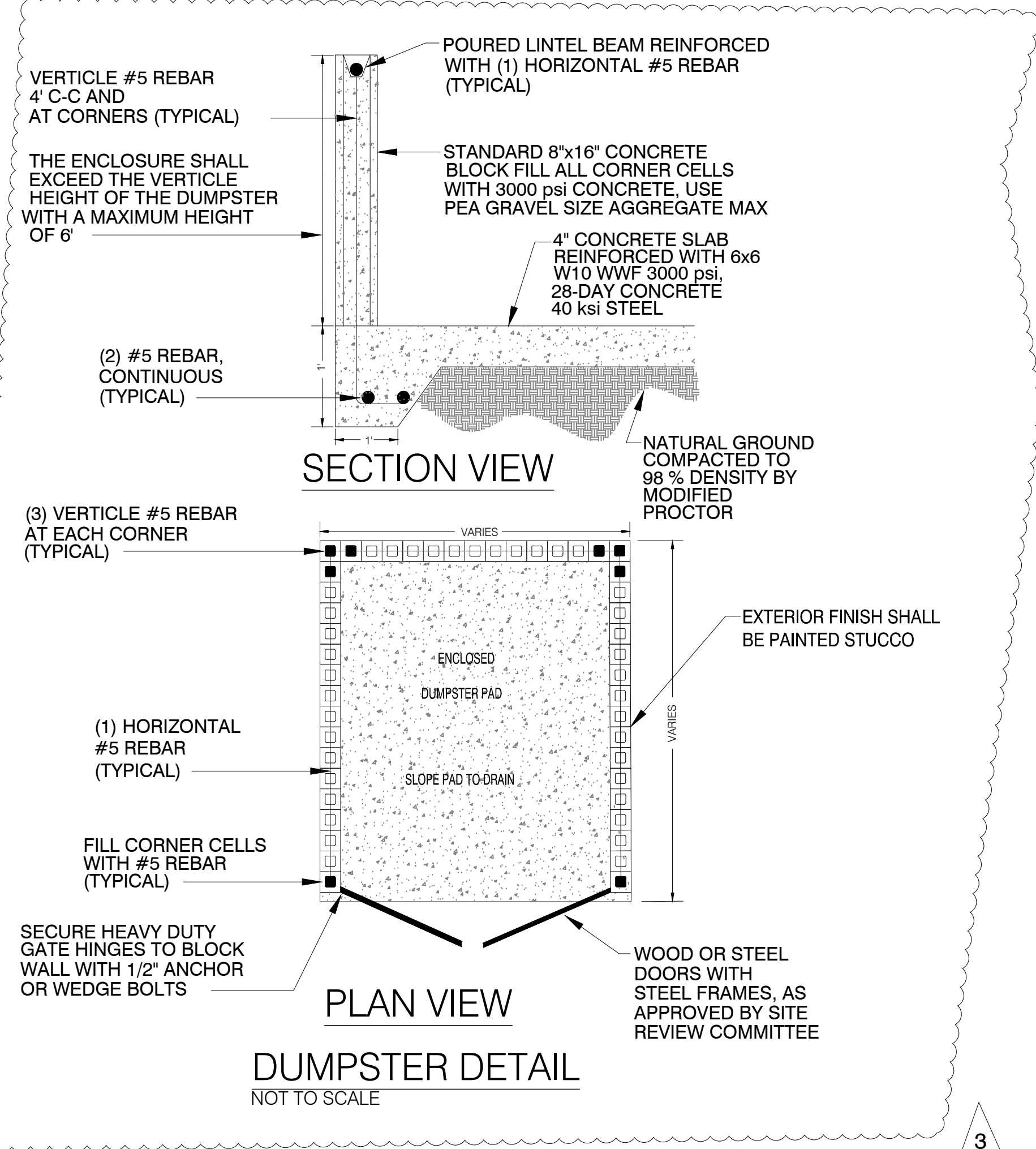
HANDICAP PARKING SIGN
N.T.S.



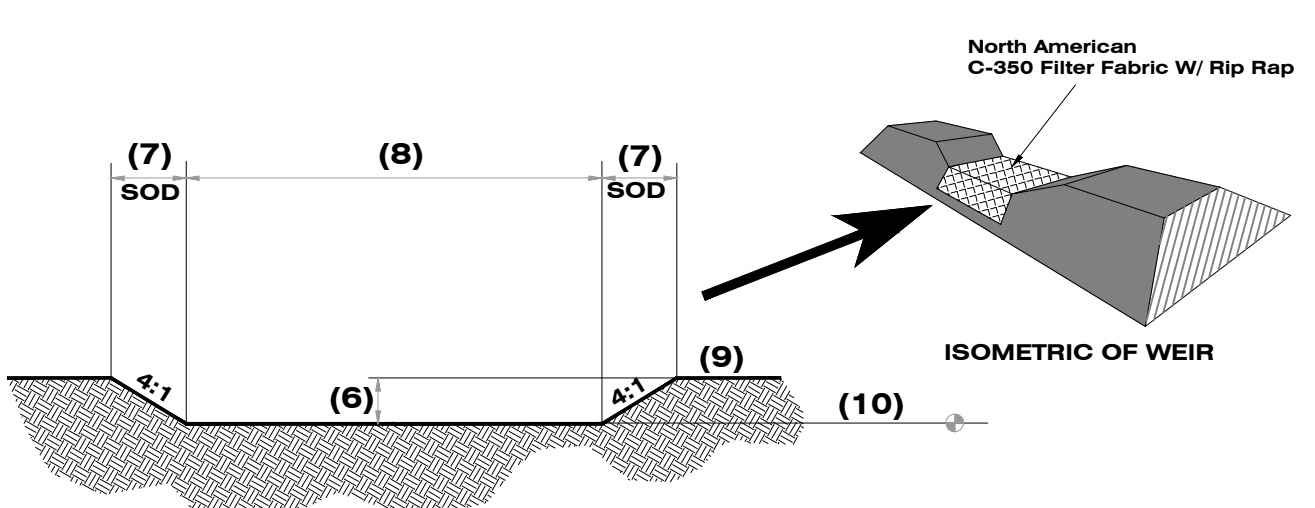
- NOTES:
1. ALL LETTERS SHALL BE BLACK AND 1" IN HEIGHT. LETTERS ARE TO BE SERIES "B" OR "C", PER MUTCD LATEST EDITION.
 2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
 3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK BORDER.
 4. ONE SIGN REQUIRED FOR EACH PARKING SPACE.
 5. HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.

- NOTES:
1. EACH SUCH PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY, OR THE CAPTION "PARKING BY DISABLED PERMIT ONLY," OR BEARING BOTH SUCH SYMBOL AND CAPTION. SUCH SIGNS SHALL NOT BE OBTURED BY A VEHICLE PARKED IN THE SPACE. ALL HANDICAPPED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
 2. FDOT RECOMMENDS MEASURING PARKING SPACE WIDTH FROM CENTER TO CENTER BETWEEN BLUE AND WHITE STRIPES.

HANDICAP PARKING STRIPING
FOR SINGLE SPACES
N.T.S.

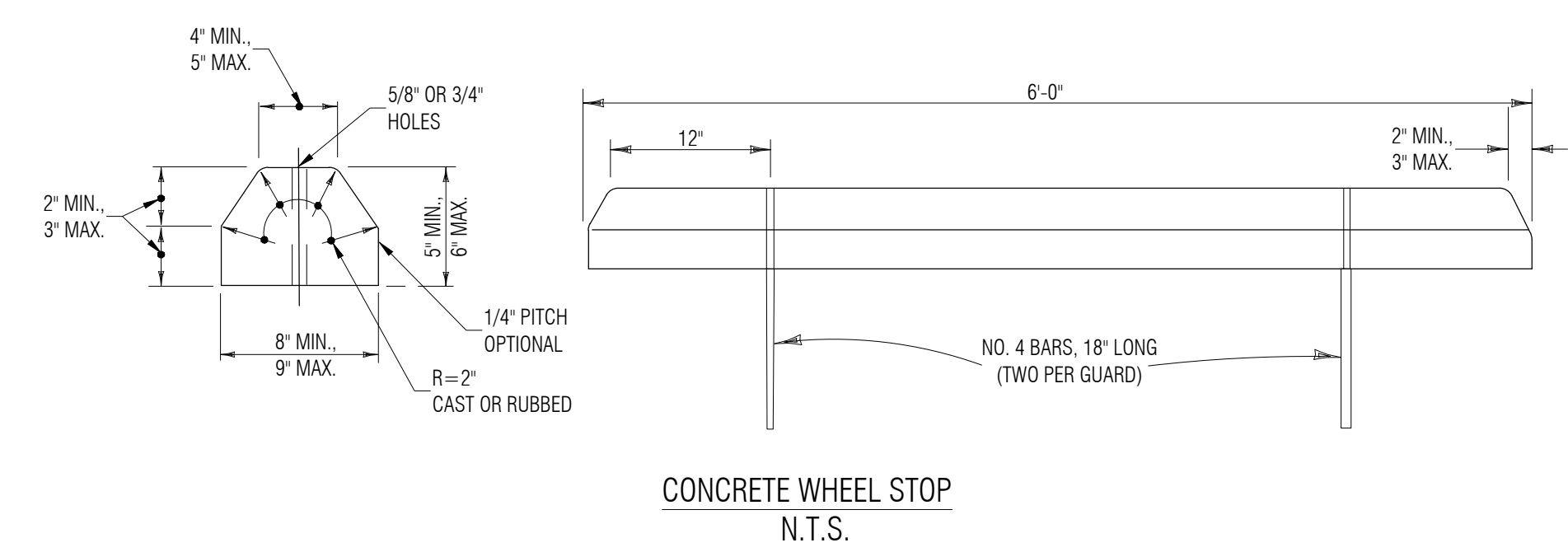


PLAN VIEW
DUMPSTER DETAIL
NOT TO SCALE

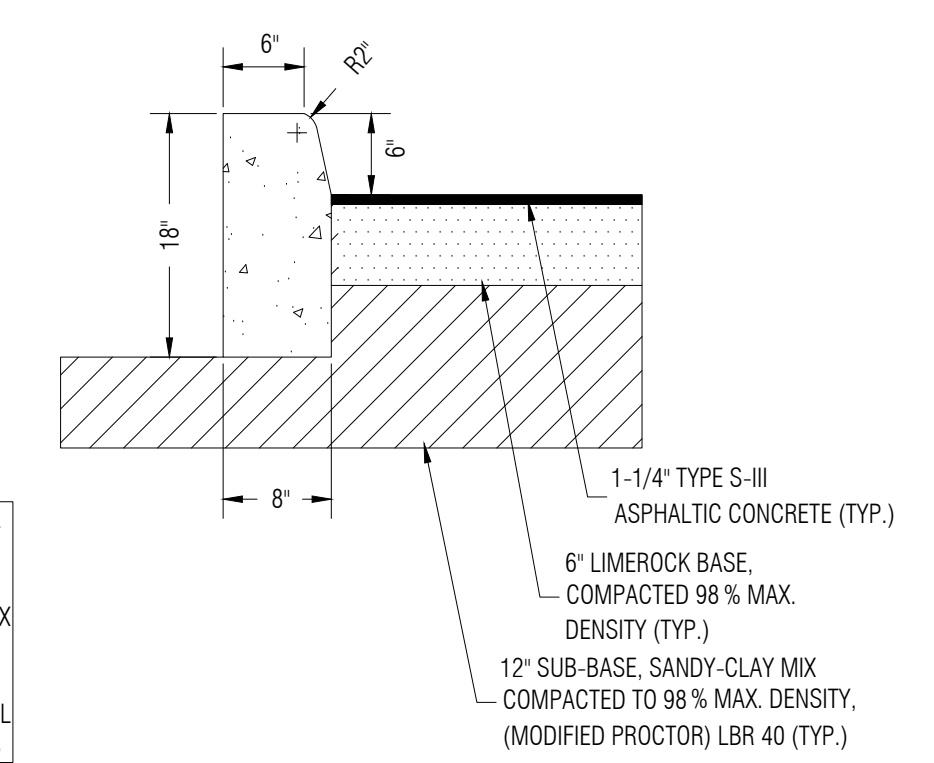


TYPICAL WEIR SECTION
(FOR WET RETENTION)

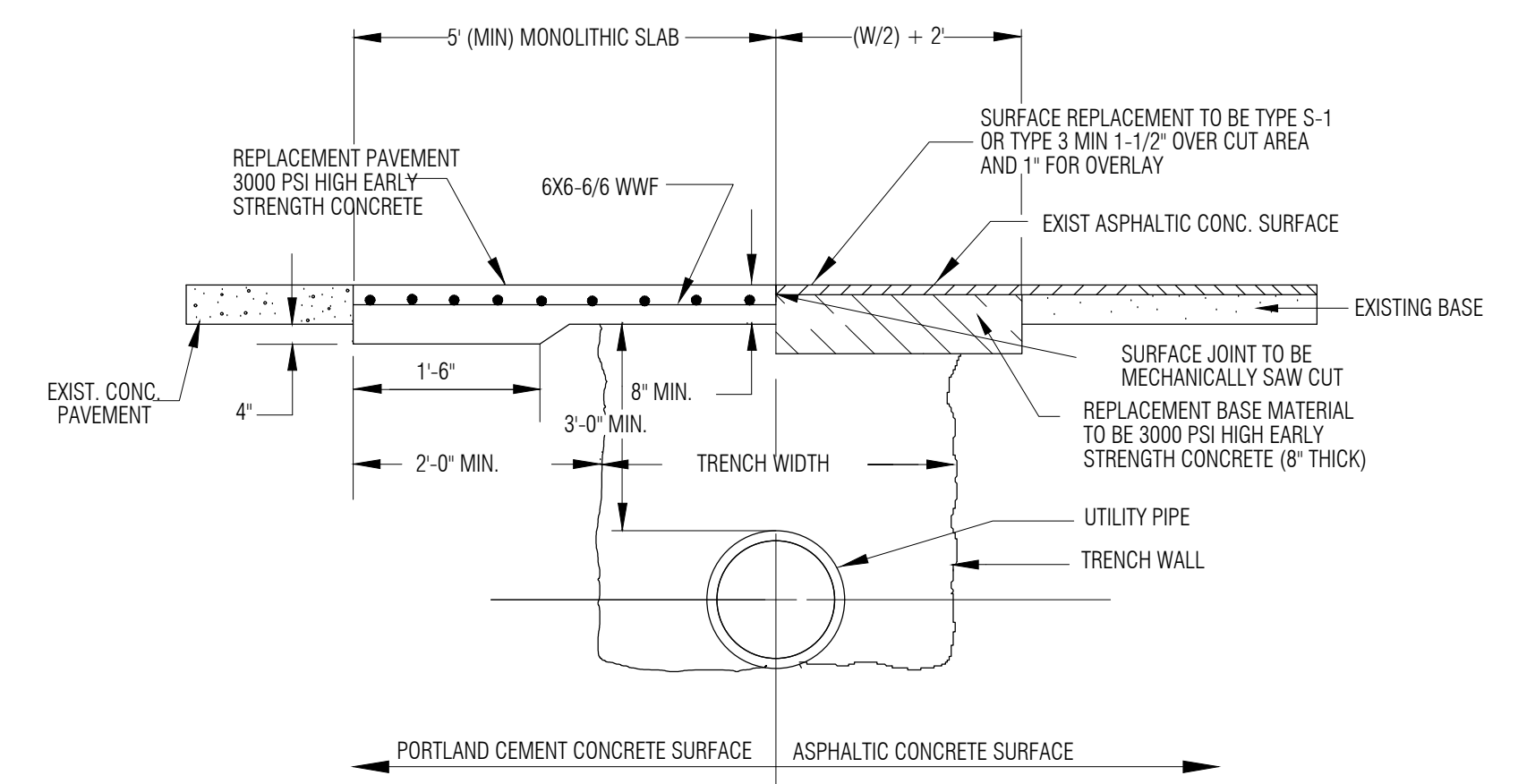
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WRA NUMBER	(6) (ft)	(7) (ft)	(8) (ft)	(9) (elev)	(10) (elev)
D.R.A. 1	0.50	2.00	8.00	96.00	94.50



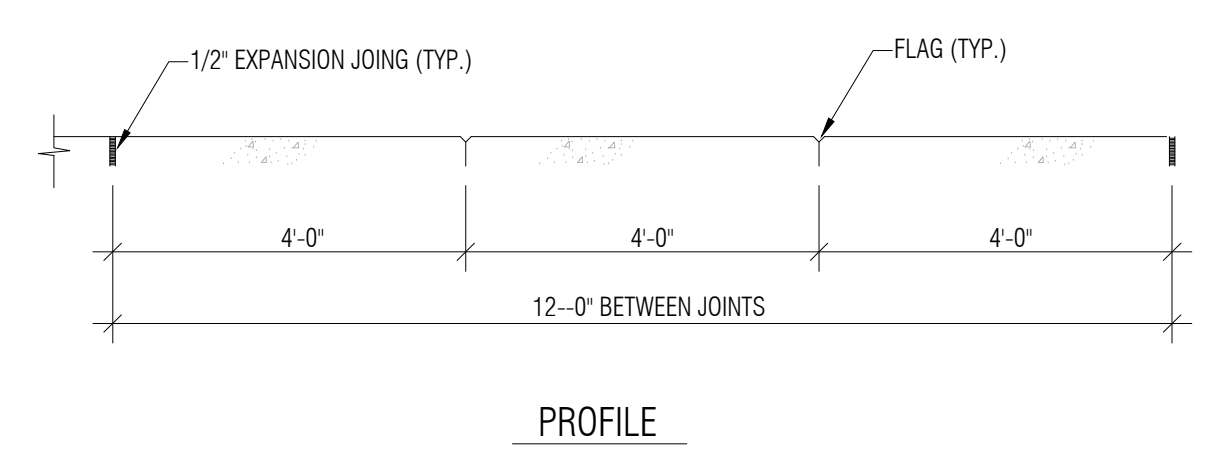
CONCRETE WHEEL STOP
N.T.S.



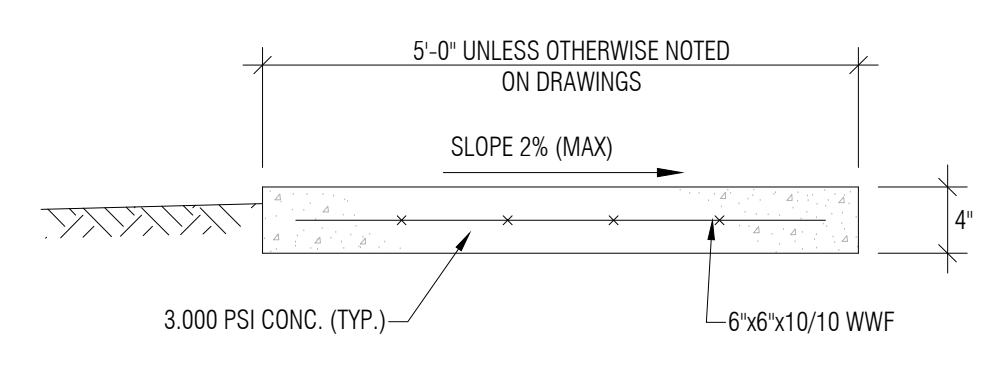
TYPE 'D' CURB/ASPHALT PAVING DETAIL
N.T.S.



STANDARD ROADWAY
OPEN CUT DETAIL



PROFILE



SECTION

CONCRETE WALKWAY DETAIL
N.T.S.

DATE	REVISION
12-1-22	1
1-5-23	2
	3
	4
	5
	6
	7
	8
	9
	10

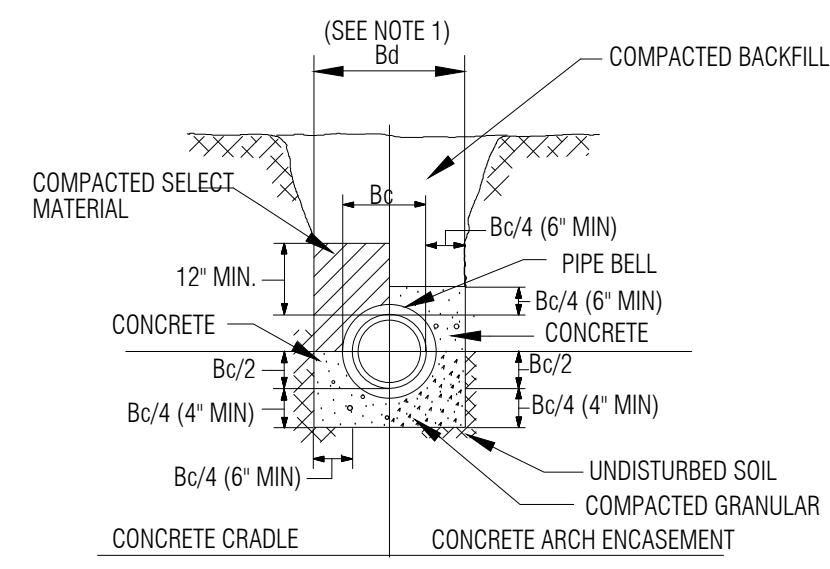
CITY OF EUSTIS
TRANSITION HOMES
DETAILS

902 North Sinclair Ave.
Tavares, Florida 32776
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33390

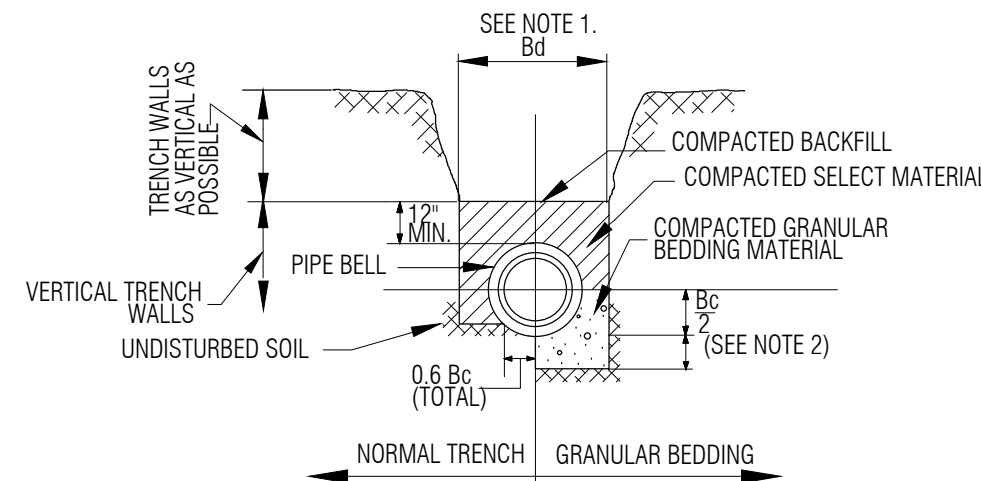
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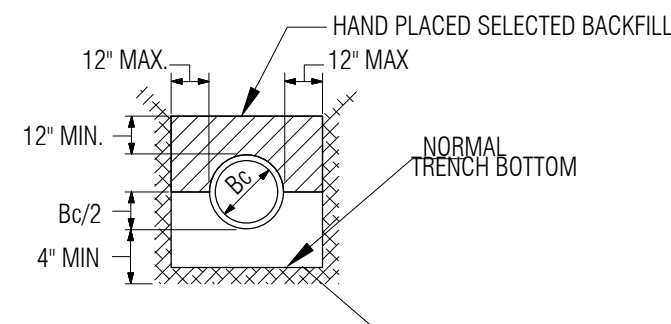
CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813



CLASS "A" BEDDING
SPECIAL CONDITIONS



CLASS "B" BEDDING
NORMAL CONDITIONS



BEDDING & BACKFILL COMPACTION DENSITY TO 95% MODIFIED PROCTOR A.A.S.H.O. T-100 (A.S.T.M.D.-1557) BEDDING AND BACKFILL PLACED IN LIFTS NOT EXCEEDING 6" IN THICKNESS (FOR P.V.C. GRAVITY SEWER PIPE ALL BEDDING IN COMPLIANCE W/ A.S.T.M. D2321-74)

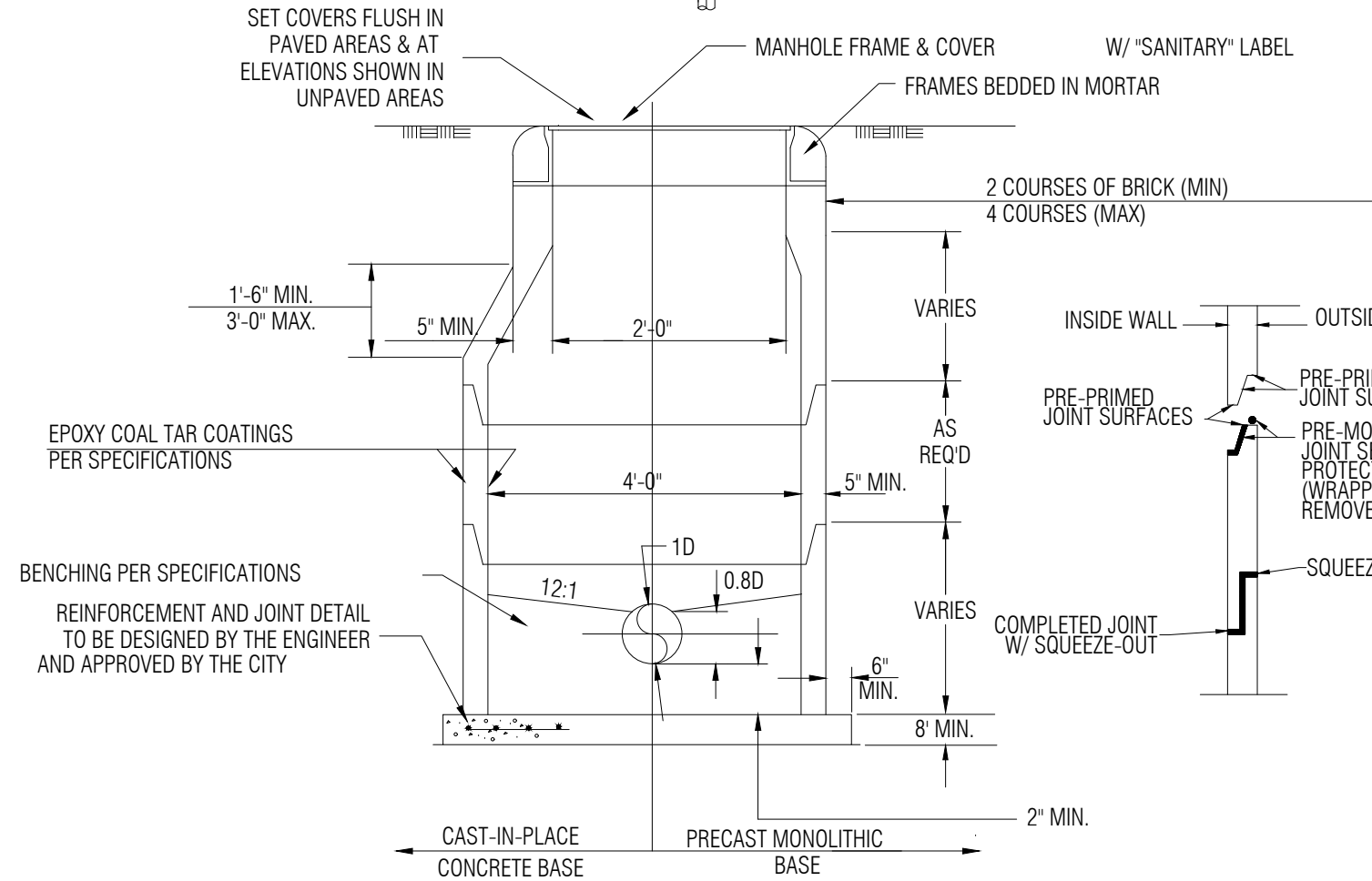
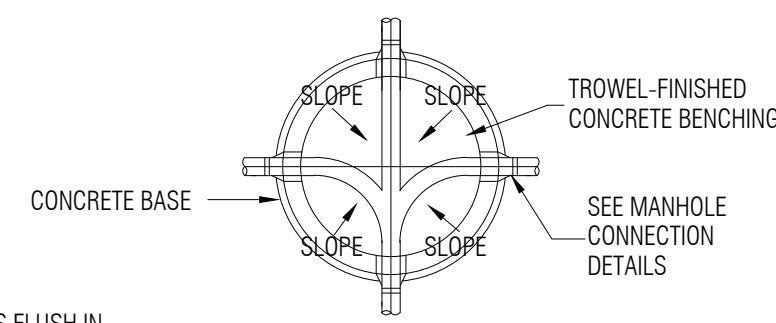
STANDARD BEDDING

BEDDING & TRENCHING NOTES:

- Bc = PIPE O.D.
Bd = TRENCH WIDTH AT TOP OF PIPE
MAX. Bd = Bc + 24"
MIN. Bd = MAX. DIM. OF BELL + 8" (UN-SHEETED TRENCH)
MAX. DIM. OF BELL = 12" (UN-SHEETED TRENCH)
- DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL BE AS REQ'D TO REACH SUITABLE FOUNDATION; FOR NON-CUSHIONING MATERIAL, DEPTH SHALL BE 6" BELOW BOTTOM OF UTILITY.
- SHEETING SHALL BE DRIVEN BELOW THE UTILITY INVERT IF REQUIRED FOR LATERAL SUPPORT OR UNSUITABLE MATERIAL REMOVAL. WHERE DRIVEN BELOW PIPE INVERT, SHEETING SHALL BE CUT OFF A MIN. OF 12" ABOVE TOP OF PIPE, OR HIGHER AS AUTHORIZED BY THE ENGINEER, AND LEFT IN PLACE. IN NO CASE SHALL SHEETING LEFT IN PLACE EXTEND HIGHER THAN 30" BELOW SURFACE GRADE UNLESS SPECIFICALLY APPROVED. BRACING SHALL BE PROVIDED AS REQUIRED.

NOTE: NORMALLY CLEAN BACKFILL SHALL BE USED AS A 4" MIN. BEDDING FOR PIPE HOWEVER, WHERE UNSTABLE TRENCH BOTTOM CONDITIONS ARE ENCOUNTERED, AS DETERMINED BY THE INSPECTING ENGINEER A SUFFICIENT DEPTH OF THE UNSTABLE SOIL SHALL BE REMOVED AND REPLACED WITH 1/4" - 3/4" CRUSHED STONE GRAVEL (U.S.C.S. SOIL CLASSIFICATION - CLASS 1), OR CRUSHED SHELL TO THE SPRING LINE OF THE PIPE TO STABILIZE THE PIPE BEDDING. WHEN DRY UNSUITABLE MATERIAL (I.E. HARDPAN) IS ENCOUNTERED AT THE TRENCH BOTTOM, GRADED SANDS MAY BE USED FOR PIPE BEDDING.

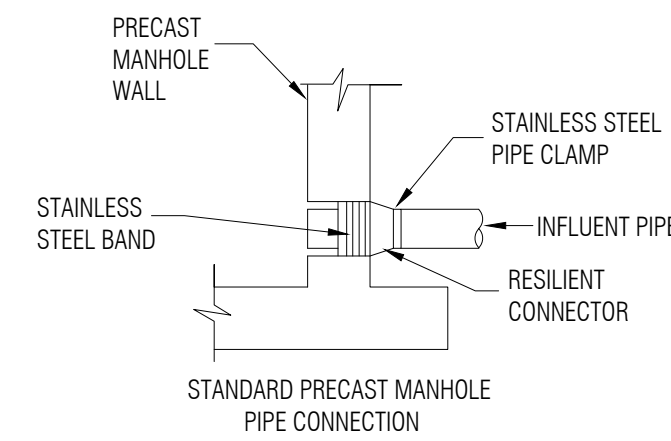
TRENCH BEDDING



NOTES:

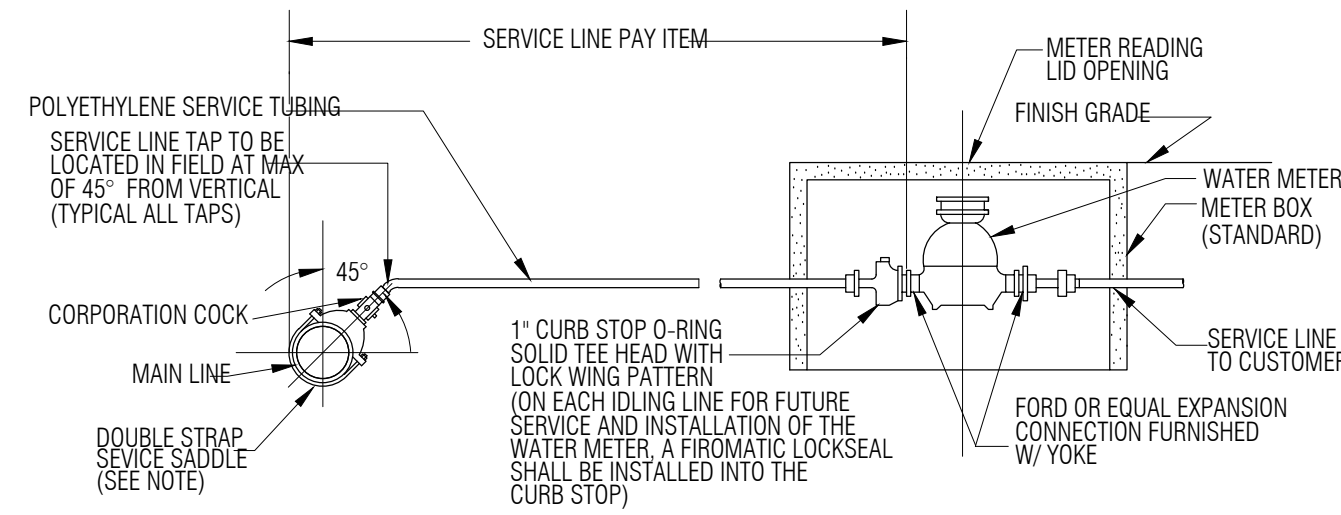
- DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS.
- APPROVED CONCENTRIC CONE DESIGN MAY BE USED AS AN ALTERNATE.

PRECAST CONCRETE MANHOLE
PLAN & SECTION



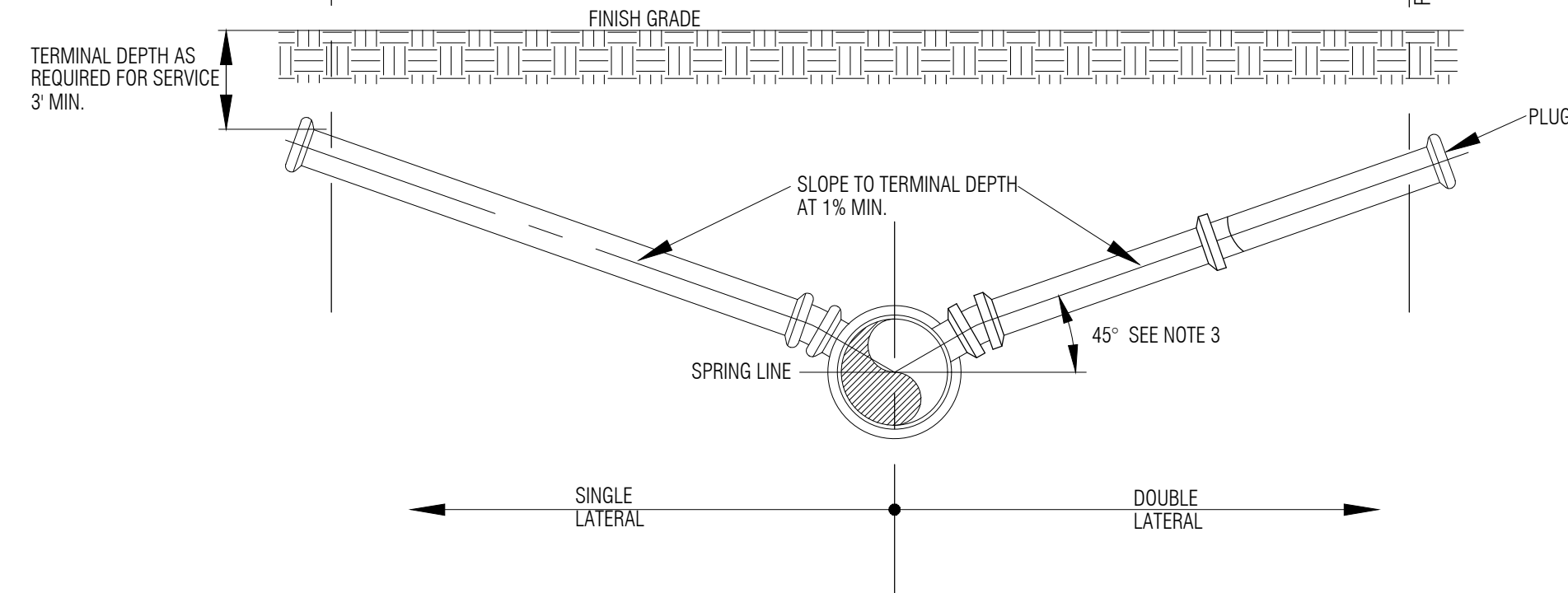
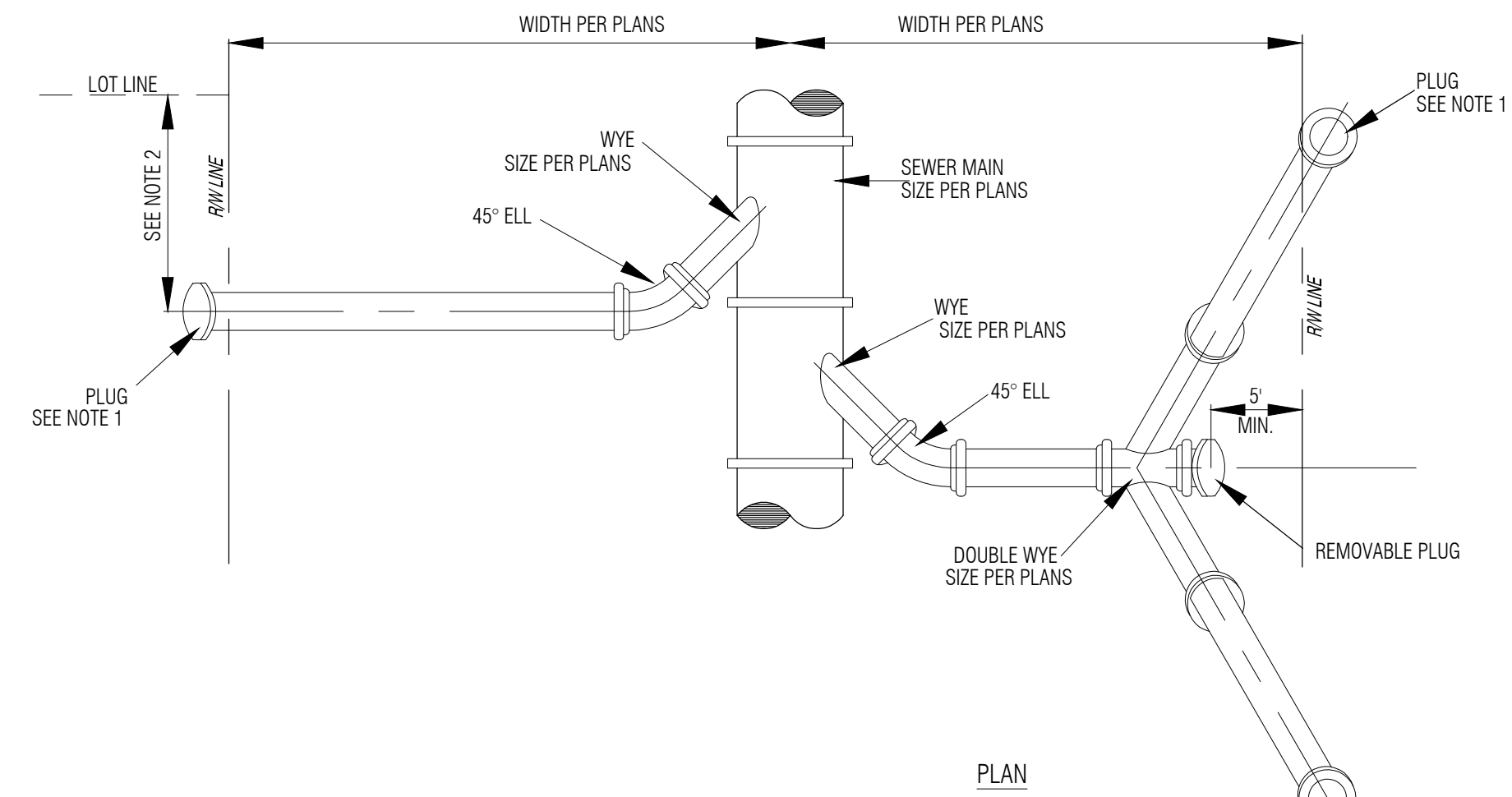
- NOTES:
- DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
 - THE CITY MAY APPROVE ALTERNATE WATER TIGHT CONNECTION DETAILS FOR CONNECTION OF 24" DIAMETER PIPES AND LARGER.
 - AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 2'-0" OR MORE ABOVE THE MANHOLE INVERT.

MANHOLE CONNECTION DETAILS



NOTE: ALL MAIN LINE SERVICE CONNECTION TAPS (1" & 1 1/2" INDIVIDUAL OR BRANCHED) SHALL BE MADE WITH A DOUBLE STRAP SERVICE SADDLE.

TYPICAL MAIN LINE, SERVICE LINE
AND METER CONNECTION



NOTES:

- PLUG SHALL BE INSTALLED BY THE BUILDER IN ACCORDANCE WITH STANDARD PLUMBING CODES.
- LOCATE SINGLE LATERAL AS CLOSE TO LOT LINE AS POSSIBLE, 25" MAXIMUM.
- INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.

SANITARY SEWER SERVICE LATERAL DETAIL

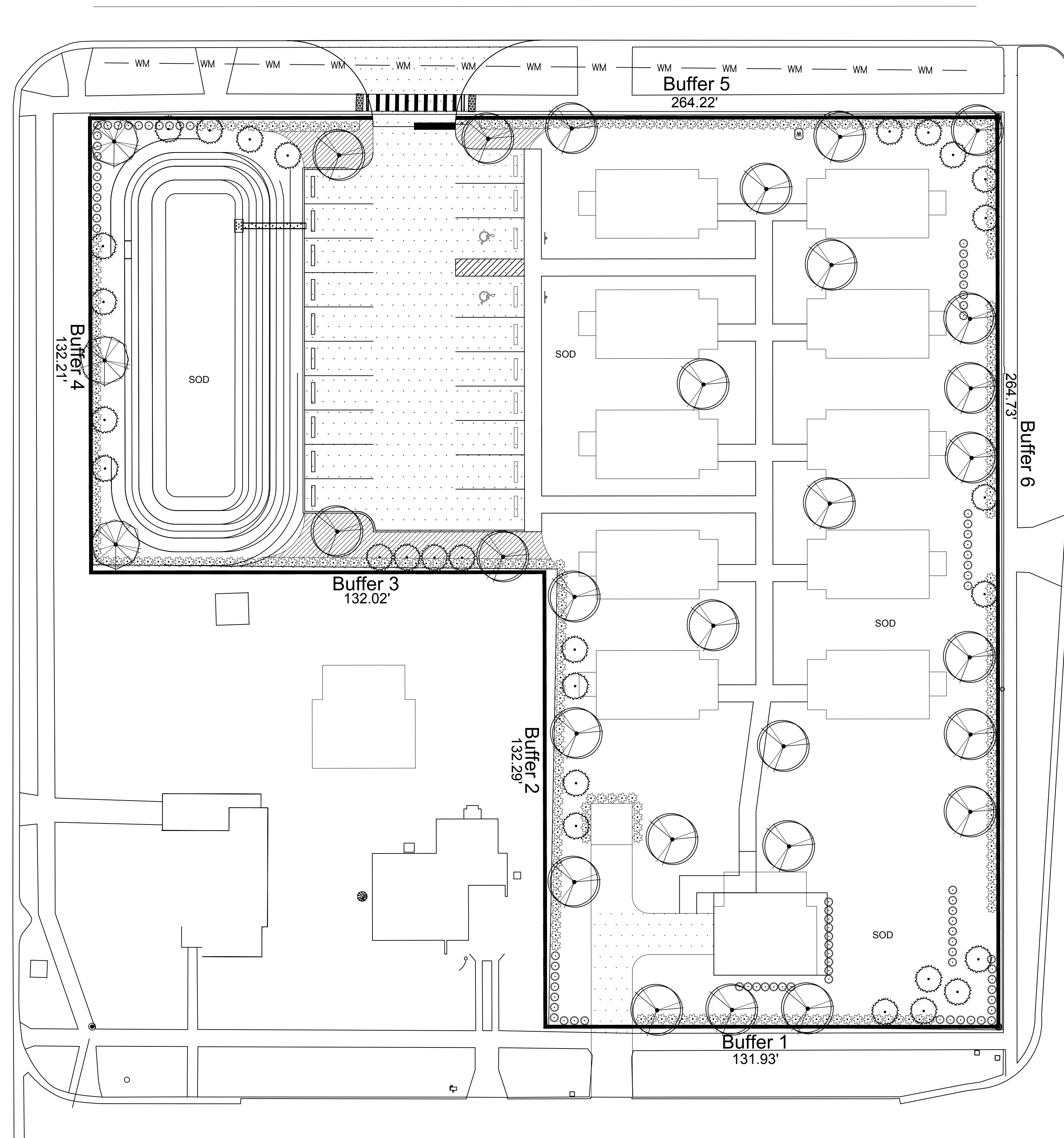
DATE	REVISION
12-1-22	CITY OF EUSTIS PAI 10-31-22

CITY OF EUSTIS
TRANSITION HOMES
DETAILS

HALFF
902 North Sinclair Ave.
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Office: 352.343.8481
Fax: 352.343.8495
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CHARLES C. HOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813



Landscape Buffer	Landscape Buffer Requirement		Width		Canopy Trees		Understory Trees		Shrubs			
	Boundary Buffer	Buffer Type	Lineal Feet	required	provided	required	provided	required	provided	required	provided	
1	Street	131.93'	15' - 24'	15'	15'	2 per 100 lineal feet	3	3	4	4	hedge planted 36" on center	45
2	Adjacent	132.29'	15' - 24'	15'	15'	2 per 100 lineal feet	3	3	4	4	Continuous Hedge 36" on center	48
3	Adjacent	132.02'	15' - 24'	15'	15'	2 per 100 lineal feet	3	3	4	4	Continuous Hedge 36" on center	50
4	Street	132.21'	15' - 24'	15'	62'	2 per 100 lineal feet	3	3	4	4	Continuous Hedge 36" on center	56
5	Street	264.22'	15' - 24'	15'	15'	2 per 100 lineal feet	6	6	8	8	Continuous Hedge 36" on center	80
6	Street	264.73'	15' - 24'	15'	15'	2 per 100 lineal feet	6	6	8	8	Continuous Hedge 36" on center	104

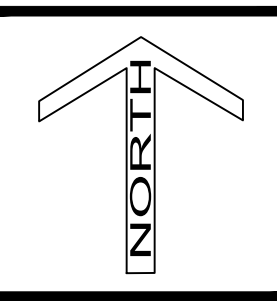
PLANT SCHEDULE

CANOPY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	3	Red Maple	Acer rubrum	30 gal	2" DBH	12'	As Shown	Native
	27	Live Oak	Quercus virginiana	30 gal	2" DBH	12'	As Shown	Native
UNDERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	28	Dahoon Holly	Ilex cassine	15 gal	1.5" DBH	7'	As Shown	Native
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	WIDTH	SPACING	REMARKS
	83	Pink Muhly Grass	Muhlenbergia capillaris	3 gal	18"	18"	As Shown	Native
	290	Walter's Viburnum	Viburnum obovatum	3 gal	18"	18"	As Shown	Native
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	CONT				
	505	Dwarf Confederate Jasmine	Trachelospermum jasminoides	1 gal	18" o.c. Non Native			

LANDSCAPE NOTES

CALIPER IS MEASURED SIX (6) INCHES ABOVE THE GROUND.
 CANOPY TREES SHALL NOT BE PLANTED UNDER OVERHEAD UTILITIES.
 SHRUBS TO BE 3' WITHIN 12 MONTHS.
 ALL PLANTS ARE TO FLORIDA #1 OR BETTER.
 ALL LAWN AREAS TO BE BAHIA GRASS AND NOT IRRIGATED.

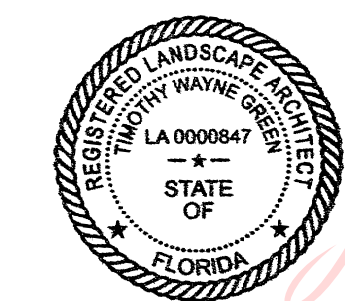
Green Consulting Group, Inc.
 Landscape Architecture ■ Land Planning ■ Development Assistance
 4070 United Avenue, Mount Dora, Florida 32757
 352-357-9241 ■ Fax 352-357-9278 ■ LC26000288



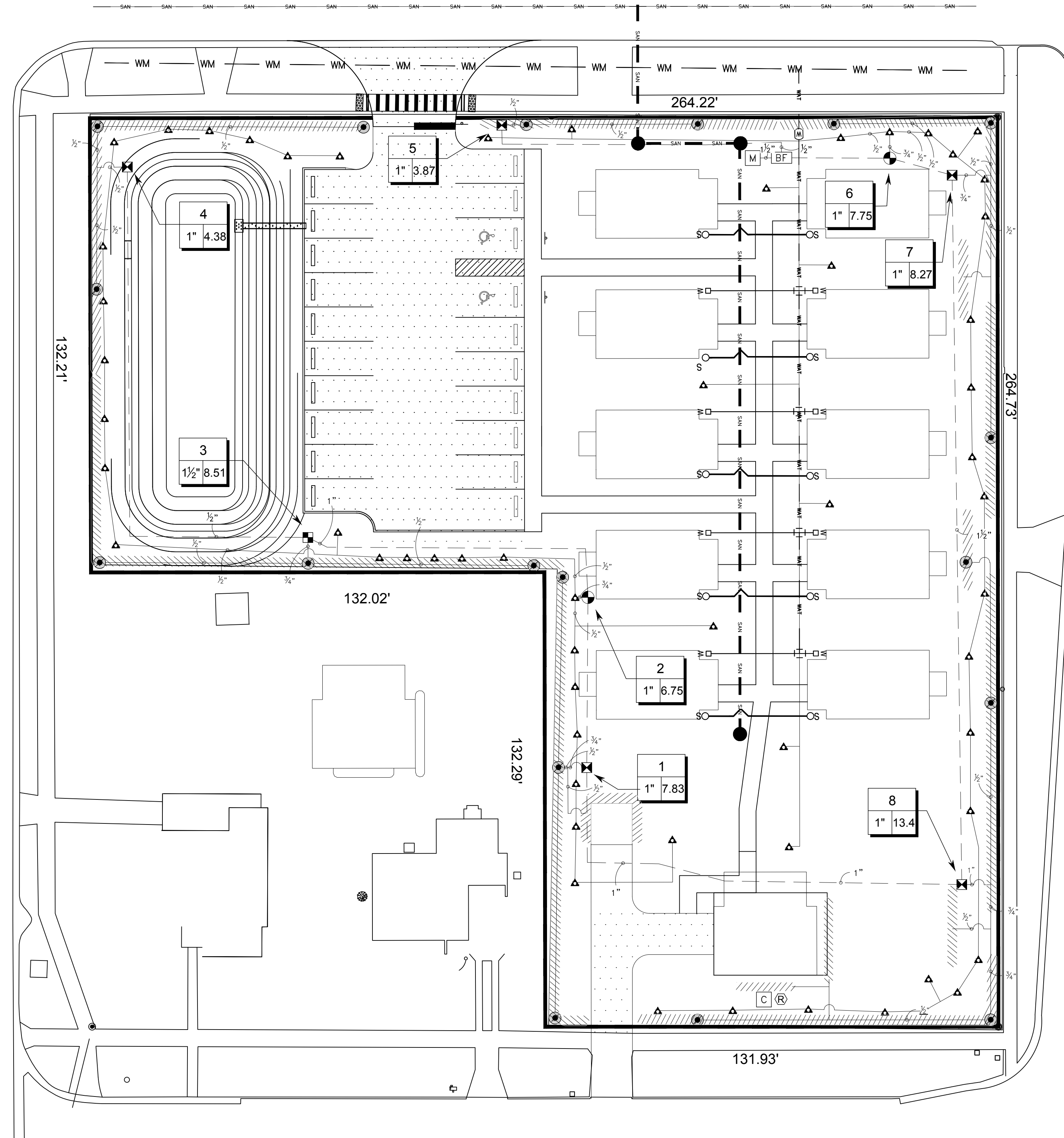
Drawing Number: 1469-04
 Originated From: 1469-03
 Date: January 18, 2023
 Scale: 1" = 20'
 Drawn By: PAH
 Layout: 24"x36"

Landscape Plan

Forward Paths
 Eustis, Florida



Digitally signed by
 Timothy W Green
 Date: 2023.01.18
 12:09:40 -05'00'

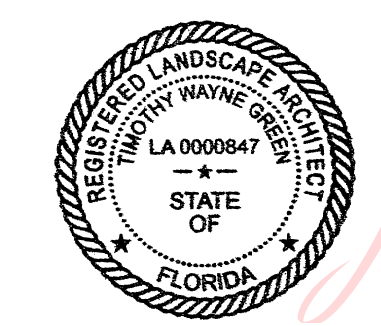


IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	Rain Bird 1800-1400 Flood Bubbler on fixed riser	58	40
	Rain Bird XZC-100-PRF 1" Medium Flow Drip Control Kit, 1" DV valve, 1" pressure regulating filter, 40psi pressure regulator. 3gpm - 15gpm.	5	
	Rain Bird XZC-150-PRB-COM 1-1/2" High Flow Control Zone Kit, for Large Commercial Drip Zones. 1-1/2" PESB Valve with two 1" Pressure Regulating (40psi) Quick-Check Basket Filters. Flow range: 15-40gpm.	1	
	Pipe Transition Point Pipe transition point from PVC lateral to drip tubing with riser.	18	
	Area to Receive Dripline Rain Bird XFD-09-12-NP XFD On-Surface Pressure Compensating Landscape Dripline. 0.9 GPH emitters at 12" O.C. Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern. UV Resistant. Specify XF insert fittings.	3,227 l.f.	
	Rain Bird PESBR-PRS-D 1" 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, Purple Flow Control Handle, and Pressure Regulator Module.	2	
	Febco 765 1" Pressure Vacuum Breaker, brass with ball valve SOV. Install 12" (305MM) above highest downstream outlet and the highest point in the downstream piping.	1	
	Rain Bird ESP12LXMEF 12 Station Commercial Controller. Plastic Wall mount. Flow sensing	1	
	Rain Bird WR2-RFC Wireless Rain and Freeze Sensor Combo, includes 1 receiver and 1 rain/freeze sensor transmitter.	1	
	Water Meter 1" METER	1	
	Irrigation Lateral Line: PVC Class 160 SDR 26 1/2"	2,100 l.f.	
	Irrigation Lateral Line: PVC Class 160 SDR 26 3/4"	75.2 l.f.	
	Irrigation Lateral Line: PVC Class 160 SDR 26 1"	8.4 l.f.	
	Irrigation Mainline: PVC Schedule 40 1/2"	250.7 l.f.	
	Irrigation Mainline: PVC Schedule 40 1"	282.5 l.f.	
	Irrigation Mainline: PVC Schedule 40 1 1/2"	265.2 l.f.	

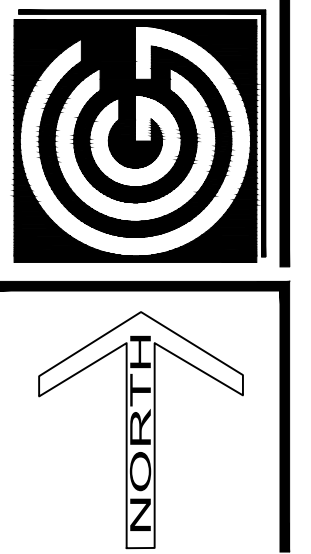
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Valve Callout	
	Valve Number	
	Valve Flow	
	Valve Size	

NOTES:
 PIPE ROUTING AND VALVE LOCATIONS ARE DIAGRAMMATICAL ONLY. IRRIGATION CONTRACTOR IS TO AVOID ANY CONFLICT WITH THE TREE AND SHRUB PLANTINGS.
 ALL MAINLINES ARE TO BE 2" sch. 40 P.V.C.
 ALL LATERALS ARE TO BE sch. 160 P.V.C. OF THE SIZE NOTED.
 ALL HEADS TO HAVE RECLAIMED WATER USE INDICATORS.
 ALL PIPES SHALL BE PURPLE IN COLOR TO DENOTE USE OF RECLAIMED WATER.
 ALL PAVEMENT CROSSINGS ARE TO BE MADE IN SLEEVES THAT ARE TWO PIPE SIZES LARGER THAN THE CROSSING.
 NO IRRIGATION HEADS TO BE LOCATED WITHIN 24" OF ANY BUILDING.
 EXACT LOCATION OF UNDERGROUND UTILITIES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
 DESIGN PRESSURE IS 60 PSI WITH 37.5 GALLONS PER MINUTE AT THE POINT OF CONNECTION.



Digitally signed by
 Timothy W Green
 Date: 2023.01.18
 12:10:10 -05'00'

Green Consulting Group, Inc.
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Irrigation Plan
Forward Paths
 Eustis, Florida



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: MARCH 16, 2023

RE: RESOLUTION NUMBER 23-25
LEASE AGREEMENT WITH THE EUSTIS COMMUNITY ALLIANCE
INC. FOR 1128 CLIFFORD AVENUE

Introduction:

Resolution Number 23-25 authorizes the City Manager to execute a lease agreement with the Eustis Community Alliance Inc. (ECA) for the building located at 1128 Clifford Avenue.

Recommendation:

Staff recommends approval of Resolution Number 23-25.

Background:

The City of Eustis has been approached by representatives of the ECA to enter into a new multi-year lease for a City-owned, 1,225 sf building at 1128 Clifford Avenue.

The property was previously leased (at no cost) to Commissioned Beyond Borders, Inc. as a neighborhood service center. Commissioned Beyond Borders was not interested in continuing that lease, so it expired on September 30, 2021. The Eustis Community Alliance was, in the interim, continuing to offer similar community services and resources. The City Commission formalized a lease with ECA on April 7, 2022 with Resolution Number 22-15, which ran through December 31, 2022. It is in the best interests of both the City and the ECA to enter into a multi-year lease agreement for the building.

The proposed lease is very similar to the previous lease with ECA. The main difference is that the proposed lease is for three years and will run through December 31, 2025. The lease will continue to be at no cost and the City will pay utilities directly. The lease still allows the tenant to terminate the lease with 60 days-notice while the City can terminate the lease with 120 days-notice. As part of the lease, the ECA agrees to provide a quarterly report to the City regarding services provided and number of participants served.

Alternatives:

1. Approve Resolution Number 23-25, authorizing the City Manager to execute the proposed lease agreement with the Eustis Community Alliance Inc.
2. Deny Resolution Number 23-25.
3. Modify the proposed lease agreement.

Community Input:

There will be an opportunity for community input when Eustis City Commission considers this item.

Budget and Staffing Impact:

The City will continue to forego rent on the building in return for the important services offered to the community.

Prepared by:

Tom Carrino, City Manager

Attachments:

Resolution Number 23-25 with Attached Proposed Lease

Resolution Number 22-15 with Signed Lease

RESOLUTION NUMBER 23-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE EUSTIS COMMUNITY ALLIANCE INC. FOR CITY-OWNED PROPERTY AT 1128 CLIFFORD AVENUE

WHEREAS, the City of Eustis, Florida owns the following described property, including a 1,225 sq. ft. building:

EUSTIS, HOGAN'S SUB LOTS 4, 5 BLK C PB 2 PG 33 ORB 3944 PG 1664;
and

WHEREAS, on April 7, 2022, the Eustis City Commission approved Resolution Number 22-15 allowing for a lease with the Eustis Community Alliance Inc. (ECA), a Florida non-profit corporation, for the building on the subject property through December 31, 2022; and

WHEREAS, the ECA has requested that the Eustis City Commission extend the lease for the building on the subject property to continue offering much needed community services and resources; and

WHEREAS, the City finds that it is in the public interest to support the ECA and their activities to support the community; and

WHEREAS, the proposed use is consistent with the City's overall plans for the area; and

WHEREAS, the City has no other specified use for the property and building at this time; and

WHEREAS, City support for ECA in the form of the attached lease is necessary in the interest of the public health, safety, morals and welfare of the City of Eustis.

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

That the City Manager is hereby authorized to execute the attached Lease Agreement with the Eustis Community Alliance Inc.

DONE AND RESOLVED this 16th day of March, 2023, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor-Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 16th day of March, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-25 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

LEASE AGREEMENT

THIS AGREEMENT is entered into this 16th day of March, 2023, by and between the Eustis Community Alliance, a Florida not for profit corporation (“Tenant”), and the **City of Eustis**, a Florida municipal corporation (“City”).

WHEREAS:

- A. Tenant is a community group that requires building space for use in operating a neighborhood family center.
- B. City possesses a suitable building (the “Building”) located at 1128 Clifford Avenue, Eustis, Florida.
- C. Tenant wishes to lease the Building and surrounding residential lot from City.
- D. City is willing to lease the Building and surrounding land to Tenant pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Property.** City hereby leases to Tenant, and Tenant leases from City, the Building and land located at 1128 Clifford Avenue, Eustis, Florida (which Building and Land are hereinafter referred to as the “Property”).
2. **Term.** The term of this lease shall be for three years, beginning January 1, 2023 and concluding December 31, 2025, and shall be subject to the termination and renewal provisions set forth herein. The parties hereto acknowledge that Tenant relies heavily upon government and/or contractual funding for the continued operation of their business. Should said funding be reduced to the point that Tenant cannot continue operations at the Property, tenant shall have the right to terminate this Agreement by providing 60 days-notice to City and providing proof of same. If the City shall require use of the property, the City shall have the right to terminate this agreement by providing 120 days-notice to Tenant.
3. **Default.** This Agreement is critical to the City and the City reserves the right upon 30 days written notice to Tenant to cancel either in whole or in part any portion of this Agreement due to failure of Tenant to carry out any obligation, term, or condition of the Agreement provided that Tenant shall have 30 days to cure the default. If Tenant cures the default, the Agreement shall not be terminated. Default shall be considered to be any act or failure to act on the part of Tenant including, but not limited to the following:
 1. Tenant fails to adequately perform the services set forth in the Agreement;
 2. Tenant fails to make reasonable progress in the performance of the Agreement and/or gives the City reason to believe that Tenant will not or cannot perform to the requirements of the Agreement.
4. **Remedies Upon Default.** Upon Tenant’s default as described in Section 3 above, City may resort to any single or combination of the following remedies:

1. Cancel the Agreement;
2. Reserve all rights or claims to damage for breach of any covenants of the Agreement;
3. In case of default, the City reserves the right to purchase materials, or to complete the improvements undertaken by Tenant. To the extent City completes such improvements, the City may demand remuneration from Tenant for such improvement.
5. **Rent.** Tenant shall pay annual rent of \$1.00 per year. All other payments that the tenant makes under this Lease are considered additional rent, regardless of whether the payments are so designated. City shall have the same remedies for tenant's failure to pay additional rent as it does for tenant's failure to pay annual rent. All further references to "rent" shall include both annual rent and additional rent.
6. **Use Of Property.** Tenant shall utilize the Property for a neighborhood service center to provide community services and resource information to the general public and for no other purpose. At no time shall the facility be used for residential purposes or overnight stays.
7. **Maintenance, Repairs And Improvements:**
 1. Tenant assumes full and total responsibility for the Property's maintenance and general cleanup, including but not limited to routine cleaning.
 2. Any improvements become property of the City upon termination of this lease by either party.
 3. All improvements to the Property must be pre-approved by the City prior to submittal to the City Building Department for permitting. Tenant is not authorized to make any improvements at the Property without written approval of the City and must obtain required permits for improvements at Tenant's sole expense prior to commencement of construction. Failure to obtain proper approvals and permits will result in immediate termination of this lease.
 4. Prior to occupation of the facility, Tenant may renovate the facility in accordance with current codes and shall obtain necessary professional services, permits and inspections for all required work all of which shall be provided by the appropriate authority, if applicable.
 5. City may repair at the expense of Tenant, all damage or injury to the Property resulting from the misuse or negligence of Tenant or Tenant's guests or other person on the Property with Tenant's consent. The cost of such repairs shall be paid by Tenant as additional rent to City within five days of rendition of City's bill concerning such costs. There shall be no allowance to Tenant and no liability on the part of City by reason of inconvenience or annoyance arising from the making of any repairs, alterations, additions or improvements to the Property or any portion of the facilities in which the Property is located. Tenant shall deliver Property to City at termination of Lease in their present condition, ordinary wear

and tear excepted. City and Tenant expressly agree that City shall have no obligation to maintain the Property pursuant to Section 83.51, Florida Statutes.

6. Tenant shall not stockpile materials at the Property or anywhere on the grounds; nor shall Tenant allow others to store equipment or materials on the Property.
7. Tenant shall make regular safety inspections and shall immediately correct any safety deficiencies before the Property is again occupied by the public.
8. **Operations.**
 - 8.1. No occupancy of the property outside of the perimeters of the Property boundary is permitted for Tenant activities without the written consent of the City.
 - 8.2. Tenant shall ensure that facility patrons use designated parking areas only and are not permitted to park vehicles on the grass or property not otherwise designated for parking. This requirement must be strictly enforced by Tenant. Tenant shall not allow Tenant employees, volunteers and guests to utilize parking lots intended to serve City facilities (to the exclusion of patrons utilizing said facilities) without the written consent of the City.
 - 8.3. Tenant shall not post signs of any nature on the exterior of the Property (rule signs, directional signs, sponsor signs, etc.) without the written approval of same by the Director of Development Services and in keeping with City of Eustis Code requirements.
 - 8.4. Tenant shall ensure that there is no alcohol sold or consumed on the Property by Tenant employees or guests.
 - 8.5. Tenant shall ensure that employees and guests do not smoke in the facility.
 - 8.6. Commercial activities are not permitted at the Property without the prior written consent of the City.
 - 8.7. The City shall have complete access to the Property at all times to monitor activities and to ensure Tenant's compliance with the terms of the Lease.
 - 8.8. The City will provide for all utility services as required and/or appropriate, to be monitored by a separate meter, to the Property.
9. **Fiscal Operation And Reporting.** Tenant shall operate as a not for profit corporation under the laws of the State of Florida. Tenant must establish and operate according to sound and acceptable accounting practices, must document all fees, revenues and expenses and must maintain adequate financial books. Tenant shall provide a quarterly report to the City as to the number of participants served at the property during the past quarter. Tenant shall submit annually to City a copy of its IRS Form 990 that it submits to the United States Internal Revenue Service.
10. **Insurance And Indemnification.**

1. Tenant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the operation of the leased property by Tenant or the condition of the licensed property to the extent such condition is caused by Tenant's negligence, including, without limitation, harm or personal injury to third persons during the term of this Agreement.
2. Tenant shall maintain during the entire Lease term and all periods in which Tenant is in possession of the Property, such general liability insurance as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from Tenant's possession of the Property. The amount of insurance shall not be less than \$100,000.00 for injury to one person arising out of a single incident and \$200,000 for injuries to more than one person arising out of a single incident, and \$100,000 for property damage, with a deductible in an amount to be approved by City. Additionally, Tenant shall procure insurance as will provide coverage for claims for damages for Sexual Abuse and/or Molestation, and any resulting bodily injury, including accidental death, which may arise directly or indirectly from Tenant's possession of the Property for all persons acting in an official capacity for Tenant such as board members, officials, scorekeepers or with any organization directly overseeing or involved with the Tenant's activities. The amount of insurance shall not be less than \$100,000.00 for injury to one person arising out of a single incident and \$100,000.00 for injuries to more than one person arising out of a single incident, with a deductible in an amount to be approved by the City. Tenant shall provide City with certificates of insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+, and evidencing Tenant has obtained, and paid all premiums for, insurance coverage required hereunder. Such certificates shall list "City of Eustis, a Florida municipal corporation," as an Additional Insured; provide that Tenant shall receive at least 30 days' notice before the insurance agreement may be canceled for non-payment or otherwise; and contain a severability of interest provision whereby Tenant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interest/cross liability provision, so that, the City (where named as an Additional Insured) will be treated as if a separate policy were in existence, but without increasing the policy limits. Such certificate shall be delivered to City of Eustis, PO Drawer 68, Eustis, FL 32726, Attention: Director of Finance. These insurance requirements do not relieve or limit the liability of Tenant. City does not represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interests or liabilities, but are merely minimums. Tenant shall provide insurance protecting its personal property from casualty or damage while on the Property. The insurance required of Tenant or any insurance of Tenant shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.
3. Tenant is responsible at all times for precautions to achieve the protection of all persons, including employees and guests, and property.

4. In the event that Tenant shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Tenant under this Lease, City may procure same from such insurance carriers as City may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Tenant shall pay as additional rent, upon demand of City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing sentence, in the event City shall procure insurance coverage required of Tenant hereunder, City shall in no manner be liable to Tenant for any insufficiency or failure of coverage with regard to such insurance or any loss to Tenant occasioned thereby, and additionally, the procurement of such insurance by City shall not relieve Tenant of its obligations under this Lease to maintain insurance coverage in the types and amounts herein specified, and Tenant shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Tenant's failure to maintain such insurance.

11. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to Eustis Community Alliance, Inc.:

Eustis Community Alliance
 Attn: Ronald Musselman
 1128 Clifford Avenue
 Eustis, FL 32726

If to City:

City of Eustis
 Attn: City Clerk
 PO Drawer 68
 Eustis, FL 32727-0068

Or to such other address as any party may designate by notice complying with the terms of this Section. Each notice shall be deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by electronic transmission; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

12. Miscellaneous.

1. City does not hereby waive any provision of its Code of Ordinances.
2. This Agreement shall not be assigned by Tenant.
3. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance

hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Lake County, Florida.

4. **Jury Waiver.** Each party hereby covenants and agrees that in any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this agreement with any court, as written evidence of the consent of the parties hereto of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by the other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.
5. **Relationship of parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Tenant in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Tenant, as City is and shall remain an independent contractor by reason of this Agreement.
6. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
7. **No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.**
8. **A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.**
9. **Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.**

- 10. Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
- 11. The paragraph headings use in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.
- 12. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
- 13. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
- 14. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

THEREFORE, the parties have executed this agreement on the day and year first written above.

**Eustis Community Alliance, Inc.
a Florida not for profit corporation:**

By: _____

Name: _____
(Print or Type)

Title: _____

Witness: _____

Name: _____
(Print or Type)

City of Eustis, a Florida Municipal Corporation:

Tom Carrino, City Manager

Attest:

Christine Halloran, City Clerk

Approved as to form and legality:

Sasha Garcia, City Attorney

RESOLUTION NUMBER 22-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE EUSTIS COMMUNITY ALLIANCE INC. FOR CITY-OWNED PROPERTY AT 1128 CLIFFORD AVENUE

WHEREAS, the City of Eustis, Florida owns the following described property, including a 1,225 sq. ft. building:

EUSTIS, HOGAN'S SUB LOTS 4, 5 BLK C PB 2 PG 33 ORB 3944 PG 1664;
and

WHEREAS, the Eustis Community Alliance Inc. (ECA), a Florida non-profit corporation, has requested that the Eustis City Commission enter into a lease for the building on the subject property to continue offering much needed community services and resources; and

WHEREAS, the City finds that it is in the public interest to support the ECA and their activities to support the community; and

WHEREAS, the proposed use is consistent with the City's overall plans for the area; and

WHEREAS, the City has no other specified use for the property and building at this time; and

WHEREAS, City support for ECA in the form of the attached lease is necessary in the interest of the public health, safety, morals and welfare of the City of Eustis.

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

That the Interim City Manager is hereby authorized to execute the attached Lease Agreement with the Eustis Community Alliance Inc.

DONE AND RESOLVED this 7th day of April, 2022, 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

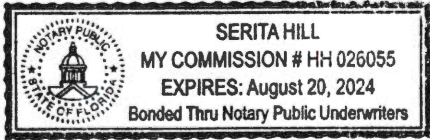
ATTEST:

Mary C. Montez
Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 8th day of April, 2022, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.



Serita Hill
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.

[Signature]

City Attorney's Office

4/7/2022
Date

CERTIFICATE OF POSTING

The foregoing Resolution 22-15 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez
Mary C. Montez, City Clerk

LEASE AGREEMENT

THIS AGREEMENT is entered into this 7th day of April, 2022, by and between the Eustis Community Alliance, a Florida not for profit corporation ("Tenant"), and the **City of Eustis**, a Florida municipal corporation ("City").

WHEREAS:

- A. Tenant is a community group that requires building space for use in operating a neighborhood family center.
- B. City possesses a suitable building (the "Building") located at 1128 Clifford Avenue, Eustis, Florida.
- C. Tenant wishes to lease the Building and surrounding residential lot from City.
- D. City is willing to lease the Building and surrounding land to Tenant pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Property.** City hereby leases to Tenant, and Tenant leases from City, the Building and land located at 1128 Clifford Avenue, Eustis, Florida (which Building and Land are hereinafter referred to as the "Property").
2. **Term.** The term of this lease shall be for one year, beginning January 1, 2022 and concluding December 31, 2022, and shall be subject to the termination and renewal provisions set forth herein. The parties hereto acknowledge that Tenant relies heavily upon government and/or contractual funding for the continued operation of their business. Should said funding be reduced to the point that Tenant cannot continue operations at the Property, tenant shall have the right to terminate this Agreement by providing 60 days-notice to City and providing proof of same. If the City shall require use of the property, the City shall have the right to terminate this agreement by providing 120 days-notice to Tenant.
3. **Default.** This Agreement is critical to the City and the City reserves the right upon 30 days written notice to Tenant to cancel either in whole or in part any portion of this Agreement due to failure of Tenant to carry out any obligation, term, or condition of the Agreement provided that Tenant shall have 30 days to cure the default. If Tenant cures the default, the Agreement shall not be terminated. Default shall be considered to be any act or failure to act on the part of Tenant including, but not limited to the following:
 1. Tenant fails to adequately perform the services set forth in the Agreement;
 2. Tenant fails to make reasonable progress in the performance of the Agreement and/or gives the City reason to believe that Tenant will not or cannot perform to the requirements of the Agreement.
4. **Remedies Upon Default.** Upon Tenant's default as described in Section 3 above, City may resort to any single or combination of the following remedies:

1. Cancel the Agreement;
 2. Reserve all rights or claims to damage for breach of any covenants of the Agreement;
 3. In case of default, the City reserves the right to purchase materials, or to complete the improvements undertaken by Tenant. To the extent City completes such improvements, the City may demand remuneration from Tenant for such improvement.
5. **Rent.** Tenant shall pay annual rent of \$1.00 per year. All other payments that the tenant makes under this Lease are considered additional rent, regardless of whether the payments are so designated. City shall have the same remedies for tenant's failure to pay additional rent as it does for tenant's failure to pay annual rent. All further references to "rent" shall include both annual rent and additional rent.
6. **Use Of Property.** Tenant shall utilize the Property for a neighborhood service center to provide community services and resource information to the general public and for no other purpose. At no time shall the facility be used for residential purposes or overnight stays.

The City will provide two computers to support community services and resource information for the general public.

7. **Maintenance, Repairs And Improvements:**

1. Tenant assumes full and total responsibility for the Property's maintenance and general cleanup, including but not limited to routine cleaning.
2. Any improvements become property of the City upon termination of this lease by either party.
3. All improvements to the Property must be pre-approved by the City prior to submittal to the City Building Department for permitting. Tenant is not authorized to make any improvements at the Property without written approval of the City and must obtain required permits for improvements at Tenant's sole expense prior to commencement of construction. Failure to obtain proper approvals and permits will result in immediate termination of this lease.
4. Prior to occupation of the facility, Tenant may renovate the facility in accordance with current codes and shall obtain necessary professional services, permits and inspections for all required work all of which shall be provided by the appropriate authority, if applicable.
5. City may repair at the expense of Tenant, all damage or injury to the Property resulting from the misuse or negligence of Tenant or Tenant's guests or other person on the Property with Tenant's consent. The cost of such repairs shall be paid by Tenant as additional rent to City within five days of rendition of City's bill concerning such costs. There shall be no allowance to Tenant and no liability on the part of City by reason of inconvenience or annoyance arising from the making of any repairs, alterations, additions or improvements to the Property or any portion of the facilities in which the Property is located. Tenant shall deliver

Property to City at termination of Lease in their present condition, ordinary wear and tear excepted. City and Tenant expressly agree that City shall have no obligation to maintain the Property pursuant to Section 83.51, Florida Statutes.

6. Tenant shall not stockpile materials at the Property or anywhere on the grounds; nor shall Tenant allow others to store equipment or materials on the Property.
7. Tenant shall make regular safety inspections and shall immediately correct any safety deficiencies before the Property is again occupied by the public.

8. **Operations.**

- 8.1. No occupancy of the property outside of the perimeters of the Property boundary is permitted for Tenant activities without the written consent of the City.
- 8.2. Tenant shall ensure that facility patrons use designated parking areas only and are not permitted to park vehicles on the grass or property not otherwise designated for parking. This requirement must be strictly enforced by Tenant. Tenant shall not allow Tenant employees, volunteers and guests to utilize parking lots intended to serve City facilities (to the exclusion of patrons utilizing said facilities) without the written consent of the City.
- 8.3. Tenant shall not post signs of any nature on the exterior of the Property (rule signs, directional signs, sponsor signs, etc.) without the written approval of same by the Director of Development Services and in keeping with City of Eustis Code requirements.
- 8.4. Tenant shall ensure that there is no alcohol sold or consumed on the Property by Tenant employees or guests.
- 8.5. Tenant shall ensure that employees and guests do not smoke in the facility.
- 8.6. Commercial activities are not permitted at the Property without the prior written consent of the City.
- 8.7. The City shall have complete access to the Property at all times to monitor activities and to ensure Tenant's compliance with the terms of the Lease.
- 8.8. The City will provide for all utility services as required and/or appropriate, to be monitored by a separate meter, to the Property.

9. **Fiscal Operation And Reporting.** Tenant shall operate as a not for profit corporation under the laws of the State of Florida. Tenant must establish and operate according to sound and acceptable accounting practices, must document all fees, revenues and expenses and must maintain adequate financial books. Tenant shall provide a quarterly report to the City as to the number of participants served at the property during the past quarter. Tenant shall submit annually to City a copy of its IRS Form 990 that it submits to the United States Internal Revenue Service.

10. **Insurance And Indemnification.**

1. Tenant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the operation of the leased property by Tenant or the condition of the licensed property to the extent such condition is caused by Tenant's negligence, including, without limitation, harm or personal injury to third persons during the term of this Agreement.

2. Tenant shall maintain during the entire Lease term and all periods in which Tenant is in possession of the Property, such general liability insurance as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from Tenant's possession of the Property. The amount of insurance shall not be less than \$100,000.00 for injury to one person arising out of a single incident and \$200,000 for injuries to more than one person arising out of a single incident, and \$100,000 for property damage, with a deductible in an amount to be approved by City. Additionally, Tenant shall procure insurance as will provide coverage for claims for damages for Sexual Abuse and/or Molestation, and any resulting bodily injury, including accidental death, which may arise directly or indirectly from Tenant's possession of the Property for all persons acting in an official capacity for Tenant such as board members, officials, scorekeepers or with any organization directly overseeing or involved with the Tenant's activities. The amount of insurance shall not be less than \$100,000.00 for injury to one person arising out of a single incident and \$100,000.00 for injuries to more than one person arising out of a single incident, with a deductible in an amount to be approved by the City. Tenant shall provide City with certificates of insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+, and evidencing Tenant has obtained, and paid all premiums for, insurance coverage required hereunder. Such certificates shall list "City of Eustis, a Florida municipal corporation," as an Additional Insured; provide that Tenant shall receive at least 30 days notice before the insurance agreement may be canceled for non-payment or otherwise; and contain a severability of interest provision whereby Tenant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interest/cross liability provision, so that, the City (where named as an Additional Insured) will be treated as if a separate policy were in existence, but without increasing the policy limits. Such certificate shall be delivered to City of Eustis, PO Drawer 68, Eustis, FL 32726, Attention: Director of Finance. These insurance requirements do not relieve or limit the liability of Tenant. City does not represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interests or liabilities, but are merely minimums. Tenant shall provide insurance protecting its personal property from casualty or damage while on the Property. The insurance required of Tenant or any insurance of Tenant shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.

3. Tenant is responsible at all times for precautions to achieve the protection of all persons, including employees and guests, and property.

4. In the event that Tenant shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Tenant under this Lease, City may procure same from such insurance carriers as City may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Tenant shall pay as additional rent, upon demand of City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing sentence, in the event City shall procure insurance coverage required of Tenant hereunder, City shall in no manner be liable to Tenant for any insufficiency or failure of coverage with regard to such insurance or any loss to Tenant occasioned thereby, and additionally, the procurement of such insurance by City shall not relieve Tenant of its obligations under this Lease to maintain insurance coverage in the types and amounts herein specified, and Tenant shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Tenant's failure to maintain such insurance.
11. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to Eustis Community Alliance, Inc.:

Eustis Community Alliance
 Attn: Ronald Musselman
 1128 Clifford Avenue
 Eustis, FL 32726

If to City:

City of Eustis
 Attn: City Clerk
 PO Drawer 68
 Eustis, FL 32727-0068

Or to such other address as any party may designate by notice complying with the terms of this Section. Each notice shall be deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by electronic transmission; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

12. Miscellaneous.

1. City does not hereby waive any provision of its Code of Ordinances.
2. This Agreement shall not be assigned by Tenant.
3. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance

hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Lake County, Florida.

4. **Jury Waiver.** Each party hereby covenants and agrees that in any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this agreement with any court, as written evidence of the consent of the parties hereto of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by the other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.
5. **Relationship of parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Tenant in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Tenant, as City is and shall remain an independent contractor by reason of this Agreement.
6. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
7. **No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.**
8. **A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.**
9. **Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.**

- 10. Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
- 11. The paragraph headings use in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.
- 12. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
- 13. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
- 14. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

THEREFORE, the parties have executed this agreement on the day and year first written above.

Eustis Community Alliance, Inc.
a Florida not for profit corporation:

By: 


Name: Ronald K. Musselman
(Print or Type)

Title: Vice President

Witness: Leida Hill

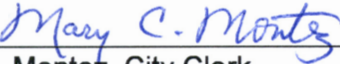
Name: Senta Hill
(Print or Type)

City of Eustis, a Florida Municipal Corporation:



Tom Carrino, Interim City Manager

Attest:



Mary C. Montez, City Clerk

Approved as to form and legality:



Derek Schroth, City Attorney



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: MARCH 16, 2023

RE: RESOLUTION NUMBER 23-26: FORECLOSURE AUTHORIZATION
44 SHARPS CIRCLE LLC (SHARPS MOBILE HOME PARK)
CASE NUMBER 22-00532

Introduction

Resolution Number 23-26 of the City Commission approves a Code Enforcement Board action authorizing the City Attorney to foreclose on an unpaid code lien recorded against 44 Sharps Circle LLC (Sharps Mobile Home Park).

Recommended Action

The administration recommends approval of Resolution Number 23-26.

Background

Code Board Action:

On February 13, 2023, the Eustis Code Enforcement Board authorized the City Attorney to begin foreclosure action on an unpaid code enforcement lien associated with Case 22-00532 totaling \$127,000 against 44 Sharps Circle, owned by 44 Sharps Circle LLC.

Case History:

On July 28, 2022, the Code Enforcement Department issued a Notice of Repeat Violation for the Mobile Home Park's roads, driveways and similar areas not being kept in a proper state of repair and maintained free from hazardous conditions.

On August 8, 2022, the Code Enforcement Board issued an Order of Enforcement requiring compliance by September 7, 2022, or a daily fine of \$500 would be imposed retroactive to July 5, 2022. Allie Morales, Park Manager and Shawn Arbeiter, P.A., attended the Hearing and provided testimony.

On August 10, 2022, a copy of the Order was mailed to the property owner at 606 North Saginaw Street Ste. A, Lapeer, MI and Hansel Rodriguez at 28 West Flagler Street, Ste. 909, Miami, FL.

On September 20, 2022, a Notice of Non-Compliance and Notice of Hearing for Certification of Non-Compliance and Assessment of Fine was mailed to the property owner.

On October 10, 2022, Eric Martin, Code Enforcement Supervisor, informed the Code Enforcement Board of the non-compliance, but informed them that some repairs are currently in progress. Allie Morales was present and updated the Board on the status of the repairs they were currently working on. At the conclusion of her testimony, the Board voted to certify the previously imposed fine of \$500 per day retroactive to July 5, 2022.

On October 14, 2022, the Order Imposing Fine was mailed to the property owner and Hansel Rodriguez, which was recorded in public record as a lien against the property on November 4, 2022. Per F.S. 162.09(3), the enforcement board may authorize the local governing body to foreclose on the unpaid lien, or to sue to recover a money judgment for the amount of the lien after 3 months from filing. This lien qualified for foreclosure effective, February 2, 2023.

On October 17, 2022, Eric Martin spoke with Thomas Borza, Project Manager, who was onsite making limited repairs to damaged concrete in specific areas within the Park.

On December 1, 2022, Eric Martin met onsite with Jay Eben, Director of Operations. They walked the parked and reviewed the conditions of the roads and similar areas in need of repair or replacement. Mr. Eben advised Mr. Martin that the Park was currently working on obtaining bids to get all the roads in the Park replaced.

On February 10, 2022, the City Attorney’s office received an email from Attorney John Black requesting records pertaining to this Case, because his client was unable to locate any record of having received a code violation notice, or any notice about a Code Board Hearing regarding the condition of the roads.

Community Input

There have been multiple complaints received by City Staff and Commissioners from Park Residents regarding the current management and maintenance of the Sharps Mobile Home Park.

Budget / Staff Impact:

If the Commission approves the Resolution, legal expenses could exceed \$10,000. There could be potential for revenue collected as part of the foreclosure on the lien.

Reviewed By:

Kenneth Toler, Captain

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments

- Resolution Number 23-26

RESOLUTION NUMBER 23-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A CODE ENFORCEMENT BOARD ACTION TO AUTHORIZE THE CITY ATTORNEY TO FORECLOSE ON AN OUTSTANDING CODE ENFORCEMENT LIEN RECORDED AGAINST 44 SHARPS CIRCLE LLC.

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property, and upon any other real or personal property under Case No. 22-00532 against 44 Sharps Circle LLC, property owners, for failing to comply with City Ordinances:

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62 (SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION); and

WHEREAS, the City of Eustis, Florida, a Florida municipal Corporation, recorded a Code Enforcement Lien against the subject property and an additional property described as follows in accordance with Florida Statutes Section 162.09(3) on the 4th day of November, 2022, in Official Record Book 6049, Pages 688-690, in the office of the Clerk of the Circuit Court, Lake County, State of Florida; and

EUSTIS, BADGER DIVISION BLK 68, W 1/2 OF CLOSED TITCOMB ST LYING E OF BLK 68, E 1/2 OF CLOSED SMITH STREET LYING W OF BLK 68, N 1/2 OF CLOSED PINEAPPLE AVE W BY CENTERLINE OF SMITH STREET & E BY CENTERLINE OF TITCOMB STREET PB 5 PG 39 ORB 5238 PG 1256; and

WHEREAS, Section 162.09 of Florida Statutes, adopted by reference into the City Code of Ordinances, states that the Code Enforcement Board may authorize the City Attorney to foreclose on the lien three months after filing; and

WHEREAS, it has been more than three months since the filing of such lien; and

WHEREAS, the Code Enforcement Board approved a motion on February 13, 2023 authorizing the City Attorney to foreclose on the lien; and

WHEREAS, the property in question is not known to have homestead protection status under Florida Constitution, Article X, Section 4;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, that the City Attorney is hereby authorized to foreclose on the unpaid Code Enforcement Lien recorded against the following described properties, in accordance with the Code Enforcement Board's action:

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62 (SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION); and

EUSTIS, BADGER DIVISION BLK 68, W 1/2 OF CLOSED TITCOMB ST LYING E OF BLK 68, E 1/2 OF CLOSED SMITH STREET LYING W OF BLK 68, N 1/2 OF CLOSED PINEAPPLE AVE W BY CENTERLINE OF SMITH STREET & E BY CENTERLINE OF TITCOMB STREET PB 5 PG 39 ORB 5238 PG 1256

DONE AND RESOLVED this 16th day of March, 2023, in regular session of the City Commission of the City of Eustis, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, 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 23-26 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62, THAT PART OF VACATED SMITH STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLKS 61 & 62, THAT PART OF TITCOMB STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLK 61 BADGER DIVISION & BLK 58 IN TOWN OF EUSTIS PB 1 PG 79, THAT PART OF MORIN STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & WEST ORANGE AVE & BOUNDED BY BLKS 58 & 59 PLAT EUSTIS PB 1 PG 79, ALLEY RUNNING NORTH & SOUTH BLK 58 & BLK 58, BLK 59 LYING W OF RR R/W IN TOWN OF EUSTIS--LESS FROM INTERSECTION OF CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CTRUS AVE 648.18 FT, N 0-09-30 W 33 FT FOR POB, CONT N 0-09-30 W 123.71 FT, N 89-33-0 E 250.29 FT, N 28-04-0 E 82.98 FT, N 89-46-0 E 131.20 FT, S'LY & SW'LY ALONG W R/W LINE OF RR R/W TO N LINE OF CITRUS AVE, W ALONG N'LY R/W LINE TO POB & LESS LOTS 15 & 16 BLK 59 & LESS E 33 FT OF N 66 FT OF STREET ON WEST--BEG AT INTERSECTION OF CENTER OF ORANGE AVE & PREVIOUSLY CLOSED MORIN STREETS, RUN W 51 FT, S TO N LINE OF BLK 58 EUSTIS SUB, E TO A POINT S OF POB, N TO POB, AND EUSTIS PB 1 PG 79 FROM THE INTERSECTION OF THE CENTERLINE OF CITRUS AVE & BAY STREET RUN WEST ALONG SAID CENTERLINE OF CITRUS AVE 648.18 FEET, NORTH 00-09-30 WEST 33 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-09-30 WEST 123.71 FEET, NORTH 89-33-00 EAST 250.29 FEET, NORTH 28-04-00 EAST 82.98 FEET, NORTH 89-46-0 EAST 131.2 FEET, SOUTHERLY & SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF RAILROAD TO THE NORTH LINE OF CITRUS AVE, WEST ALONG THE NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, BEING A PART OF BLKS 58 & 59 AND PART OF VACATED ST & ALLEY ORB 5238 PG 1256



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 16, 2023

RE: Resolution Number 23-27: Bates Avenue WWTP Expansion – CMAR Services

Introduction:

Resolution Number 23-27 authorizes an agreement with Wharton-Smith, approves an expenditure of \$12,187,942 for the Construction Management at Risk (CMAR) Construction Contract; and authorizes the City Manager to execute all agreements, contracts, associated budget amendments and budget transfers for this project.

Background:

The Bates Avenue WWTP has an existing permitted capacity of 2.4 million gallons per day (MGD) on an annual average daily flow (AADF) basis and is currently treating 1.7 MGD AADF. With passing of Resolution No. 19-29, Tetra Tech Inc, recommended that the capacity of the facility expand 0.8 MGD for a total capacity of 3.2 MGD to accommodate projected wastewater flows.

In passing of Resolution Number 21-13, the City Staff selected Wright Pierce Engineering (WPE) to provide Phases 1 and 2 engineering services for Bates Ave WWTP expansion. With the passing of Resolution Number 21-31, a Construction Management at Risk (CMAR) contract was awarded to Wharton-Smith (W-S) for preconstruction services for this project. This alternative delivery method for the construction of Bates Avenue WWTP expansion ensured significantly greater construction cost certainty than the hard-bid delivery method for construction. The hard-bid is the most commonly used method to procure a construction job, which normally chooses the lowest bidder for the construction project. This is subject to cost variability and current market conditions, leaving the City with less budget control and uncertainty. CMAR is an alternative delivery method that allowed Wharton-Smith to serve as a construction consultant, assisting the City and the Engineer - Wright Pierce Engineering (WPE) with value engineering, cost estimating and constructability reviews from the early planning and engineering design phases of the project.

The Contractor (W-S) and Engineer of Record (WPE), with the supervision of Staff, have applied Value Engineering items, refined the scope of the project and completed design allowing W-S to prepare the cost estimate to be used for a Guaranteed Maximum Price (GMP) of construction.

The base bid included the construction of:

- New Train C Process Basin
- Construct additional concrete structure with Modified Ludzack-Ettinger (MLE) process configuration with similar volume of Train B with fine bubble diffusers,

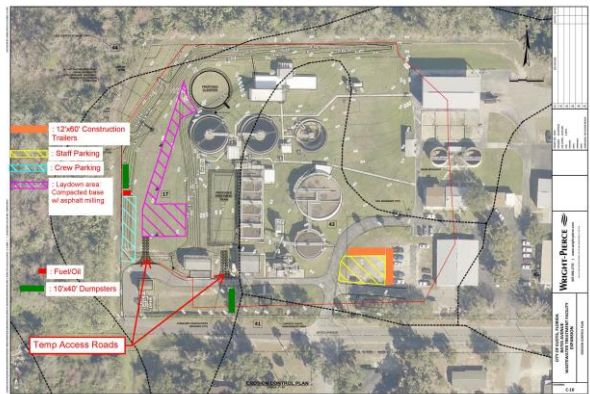
aeration piping, submersible mixers, and instrumentation/controls.

- Provide a duplex IR pump station similar to Train B to provide design capacity with one unit out of service.
- Provide one additional 1,200 scfm single-stage turbo blower to meet the peak day aeration demand with one unit out of service. Rearrange existing blowers and discharge piping within Blower Building.
- Inspect the existing 50-foot diameter circular clarifier and its piping and provide recommendations to improve performance.
- Replace the existing disc filters, piping and control system at the existing tanks.
- Install an additional Effluent Pump at the end of the Chlorine Contact Tanks.
- Miscellaneous electrical, instrumentation and control improvements to incorporate the new equipment.

Two Bid Alternates were also proposed and priced:

Alternate A: Improvements/upsizing to the Lift Station 1 discharge piping through the common manifold to reduce head loss and increase existing submersible pump capacity.

Alternate B: Construct an additional 60-foot diameter secondary clarifier, yard piping, additional RAS pump at Sludge Pump Station Number 1, and Scum Pumping Station.



A competitive bid process was initialized by W-S. City Staff was involved in the bid process and has reviewed the bid proposals (attached). A summary of costs is:

Base Bid	\$ 9,334,621
Alt A (LS1 Improvements)	\$ 735,816
Alt B (New Clarifier and RAS Rebuild)	\$ 2,117,505
CONSTRUCTION TOTAL	\$12,187,942

Recommended Action:

Staff recommends approval of Resolution Number 23-27.

Policy Implications:

N/A

Alternatives:**Alternatives:**

1. Approve Resolution Number 23-27
2. Deny Resolution Number 23-27
3. Modify Resolution Number 23-27 to approve in part

Discussion of Alternatives:

1. Alternative 1 approves the Resolution.

Advantages:

- The City will have Wharton-Smith construct the full expansion to the Bates WWTP providing a new capacity of 3.2 MGD

Disadvantages:

- The action approves budgeted expenditures in excess of \$12M for the Bates Ave WWTP.

2. Alternative 2 denies the Resolution.

Advantages:

- The City would not expend the associated funds for the expansion project.

Disadvantages:

- The City would be not be able to expand wastewater services without being in violation of the Florida Department of Environmental Protection.

3. Alternative 3 approves the Resolution in part.

Advantages:

- By approving the base bid of \$9,334,621 the City would expand its capacity to 2.9 MGD.

Disadvantages:

- The construction of the bid alternates would be required in the future. The cost of construction, specifically Alternate B, would be increased due to the constraints of the site resulting in the new process basin installation.

Budget/Staff Impact:

The Capital Improvement Plan had allocated funds of \$11,301,511 for the construction of the Bates Ave WWTP Expansion project as shown below:

042-8600-535-66-86	Main WWTP Expansion	\$ 9,159,864
042-8600-535-66-89	Bates CL2 Relocation	\$ 233,450
042-8600-537-68-08	Bates WWTP Sludge Handling	\$ 466,000
Sewer Impact Fee Funds		\$ 1,452,197

Additionally, several capital projects have been completed at underruns and the following transfers are requested into the project:

042-8600-535-66-87	Eastern Sprayfield Pumps	\$53,806
042-8600-535-66-98	Water Legislation Projects	\$90,700

Lastly, it is proposed to move the project associated with the installation of a reuse tank at the Eastern WWTP (065-8600-533-67-33, \$1,226,250) to a later date and utilize those associated funds for this project. The tank installation could be pushed back to FY 25/26 and use the impact fees generated by that time to fund that project.

The proposed budget transfers would result in a project balance of \$12,672,267.

Prepared By:

Rick Gierok, P.E. - Director of Public Works / City Engineer

Reviewed By:

Rick Gierok, P.E. - Director of Public Works / City Engineer

RESOLUTION NUMBER 23-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE IN EXCESS OF \$50,000 FOR CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR THE BATES AVENUE WASTEWATER TREATMENT FACILITY EXPANSION PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED AGREEMENTS AND CONTRACTS WITH WHARTON-SMITH, INC.; AND AUTHORIZING BUDGET TRANSFERS IN THE AMOUNT OF \$2,822,953.

WHEREAS, the Bates Avenue Wastewater Treatment Facility is nearing the 80% operating capacity threshold and needs to be expanded; and

WHEREAS, through the approval of Resolution Number 21-31, Wharton-Smith, Inc. was awarded the development of a final GMP for the expansion; and serve as Construction Management at Risk (CMAR), consulting on aspects of design and construction which will impact budget, schedule and quality of completed work; and

WHEREAS, the competitive bid proposal for construction of this project has been offered for a GMP base amount of \$9,334,621; bid Alternate A for \$735,816 (LS 1 improvements); and Bid Alternate B for \$2,117,505 (New Clarifier and RAS Rebuild); and

WHEREAS, the Capital Improvement Plan had allocated funds of \$11,301,511 for the construction of the Bates Avenue WWTP Expansion Project: and

WHEREAS, Staff is requesting fund transfers totaling \$144,506 from completed Capital projects: Eastern Sprayfield Pumps (#042-8600-535-66-87), and Water Legislation Projects (#042-8600-535-66-98) into Bates Avenue WWTP Expansion Project Fund #042-8600-535-66-86.

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

- (1) That the City Manager is hereby authorized to approve a purchase of \$12,187,942 for CMAR Services for the construction phase of Bates Avenue WWTP Expansion.
- (2) That the City Manager is hereby authorized to execute all related agreements and contracts with Wharton-Smith, Inc. according to their proposal.
- (3) That the City Manager is hereby authorized to approve budget fund transfers totaling \$2,822,953 as follows:

- From Account Number 042-8600-535-66-87 (Eastern Sprayfield Pumps) \$53,806
- From Account Number 042-8600-535-66-98 (Water Legislation Projects) \$90,700
- From Sewer Impact Fees Funds \$1,452,197
- From Account Number 065-8600-533-67-33 (Eastern Reclaim Tank) \$1,226,250
- Into Account Number 042-8600-535-66-86 Exp Bates Ave WWTP

DONE AND RESOLVED, this 16th day of March, 2023, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland, Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Michael L. Holland, Mayor and Christine Halloran, the City Clerk of the City of Eustis, Florida, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

Sasha Garcia
City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-27 is hereby approved, and I hereby certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

City of Eustis Bates Avenue WWTF Improvements



GMP Proposal

March 2, 2023

Presented by Wharton-Smith (CMAR)



Wharton-Smith Contact:
William Marshall, PE – Senior Preconstruction Services Manager
wmarshall@whartonsmith.com

Engineer: Wright-Pierce, Inc

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EXECUTIVE SUMMARY

March 2, 2023

Mr. Rick Gierok
Director
City of Eustis Public Works Department
400 Morin Street
Eustis, FL 32726

Re: Bates Avenue Wastewater Treatment Facility Improvements
Guaranteed Maximum Price Proposal

Dear Mr. Gierok,

This is the Guaranteed Maximum Price (GMP) proposal prepared by Wharton-Smith, Inc., the Construction Manager at Risk (CMAR), for the Bates Avenue Wastewater Treatment Facility Improvements.

The project will increase the facilities’ treatment capacity from 2.40 MGD ADF to 2.99 MGD ADF. A new Biological Nutrient Removal (BNR) Train C, using a single-pass MLE process, will be constructed. The project includes replacement of four (4) tertiary disc filters, aeration and effluent pump station upgrades, plus miscellaneous site civil, electrical, and I&C improvements. Additive Alternative Bid Item A are the hydraulic improvements to existing Lift Station #1. Additive Alternative Bid Item B are the new secondary Clarifier 4, RAS pump upgrades, a new stormwater pond, and site civil improvements.

The GMP was developed based upon the construction documents prepared by Wright-Pierce, Inc., dated December 22, 2022, plus the revisions issued by Addendum 1 (January 30, 2023), and Addendum 2 (February 2, 2023). Reference **Exhibit 2** for excerpts of these documents.

On January 10, 2023, Wharton-Smith issued sixteen (16) bid packages for the work. A non-mandatory pre-bid conference was held on January 17, 2023. Wharton-Smith received bids up to 2:00 PM on February 7, 2023. **Exhibit 3** includes the GMP cost proposal and tabulation of bids. Recommendations of award are noted below.

The value of the GMP is \$9,355,621 (Base Bid), and \$12,208,942 with Additive Alternative Bids A and B. From the 30% Cost Estimate submitted September 9, 2022, for the Base Bid this is a reduction of \$1,439,552 and a reduction of \$1,520,881 when combined with the Additive Alternative Bids.

Suppliers/Purchase Orders	
Vertical Turbine Pumps	Hudson Pump (Goulds)
Disc Filters	EnviroSales, Inc (Aqua-Aerobics)
Submersible Mixers	Hydra Service, Inc (ABS)
Submersible Propellor Pumps	Hydra-Service, Inc (ABS)
High Speed Centrifugal Blowers	EnviroSales, Inc (Aerzen)
Fine Bubble Aeration System	Carter-VerPlanck, Inc (EDI)
Stop Gates & Frames	CS3 Water Works, LLC (Whipps)
Secondary Clarifier Equipment	TSC Jacobs (Ovivo) *
Dry Pit Non-Clog Centrifugal Pumps	Hydra Service, Inc (ABS) *

* Note: Additive Alternative Bid Items

Subcontractors	
Master Plant Contractor	Wharton-Smith, Inc
Concrete Subcontractor	Wharton-Smith, Inc
Site Work Subcontractor	Harty Tractor Services, Inc
Paint & Coatings Subcontractor	Exceltech, Inc
Electrical Subcontractor	Sinns & Thomas, Inc
I & C Subcontractor	Revere Controls, Inc

Exhibit 4 provides a list of Assumptions, Clarifications, Exclusions, and Allowances.

Exhibit 5 tabulates the bidder’s questions and responses, plus issued clarifications, incorporated into the GMP.

Exhibit 6 contains the preliminary construction schedule. It is based upon the City’s approval of the GMP at the March 16, 2023, City Council meeting. The overall duration is 15-months, with mobilization in May 2023 and substantial completion in August 2024.

We are extremely grateful for this opportunity to serve the City of Eustis. Should you have any questions regarding this proposal, please contact me.

Very respectfully,



William Marshall, PE
Senior Preconstruction Services Manager
Wharton-Smith, Inc.

EXHIBIT 1 – CONTRACT DRAWINGS & SPECIFICATIONS

CITY OF EUSTIS, FLORIDA

CONTRACT DRAWINGS FOR

BATES AVENUE

WASTEWATER TREATMENT FACILITY EXPANSION

DECEMBER 2022
90% DESIGN REVIEW

DRAWING INDEX

GENERAL

--- COVER SHEET

CIVIL

- C-1 GENERAL NOTES, LEGEND AND ABBREVIATIONS
- C-2 EXISTING CONDITIONS AND DEMOLITION PLAN
- C-3 SITE LAYOUT AND GRADING PLAN
- C-4 CROSS SECTIONS
- C-5 SPILLWAY PLAN AND SECTIONS
- C-6 SITE PIPING PLAN
- C-7 SITE PIPING ENLARGED PLANS
- C-8 STORMWATER POLLUTION PREVENTION NOTES I
- C-9 STORMWATER POLLUTION PREVENTION NOTES II
- C-10 EROSION CONTROL PLAN
- C-11 EROSION CONTROL DETAILS

STRUCTURAL

- S-1 TYPICAL STRUCTURAL NOTES
- S-2 BNR TRAIN C BASE PLAN
- S-3 BNR TRAIN C TOP PLAN
- S-4 BNR TRAIN C SECTIONS I
- S-5 BNR TRAIN C SECTIONS II
- S-6 BNR TRAIN C SECTIONS III
- S-7 SECONDARY CLARIFIER NO.4 PLANS
- S-8 SECONDARY CLARIFIER NO.4 SECTIONS
- S-9 TYPICAL STRUCTURAL DETAILS I
- S-10 TYPICAL STRUCTURAL DETAILS II
- S-11 TYPICAL STRUCTURAL DETAILS III

PROCESS

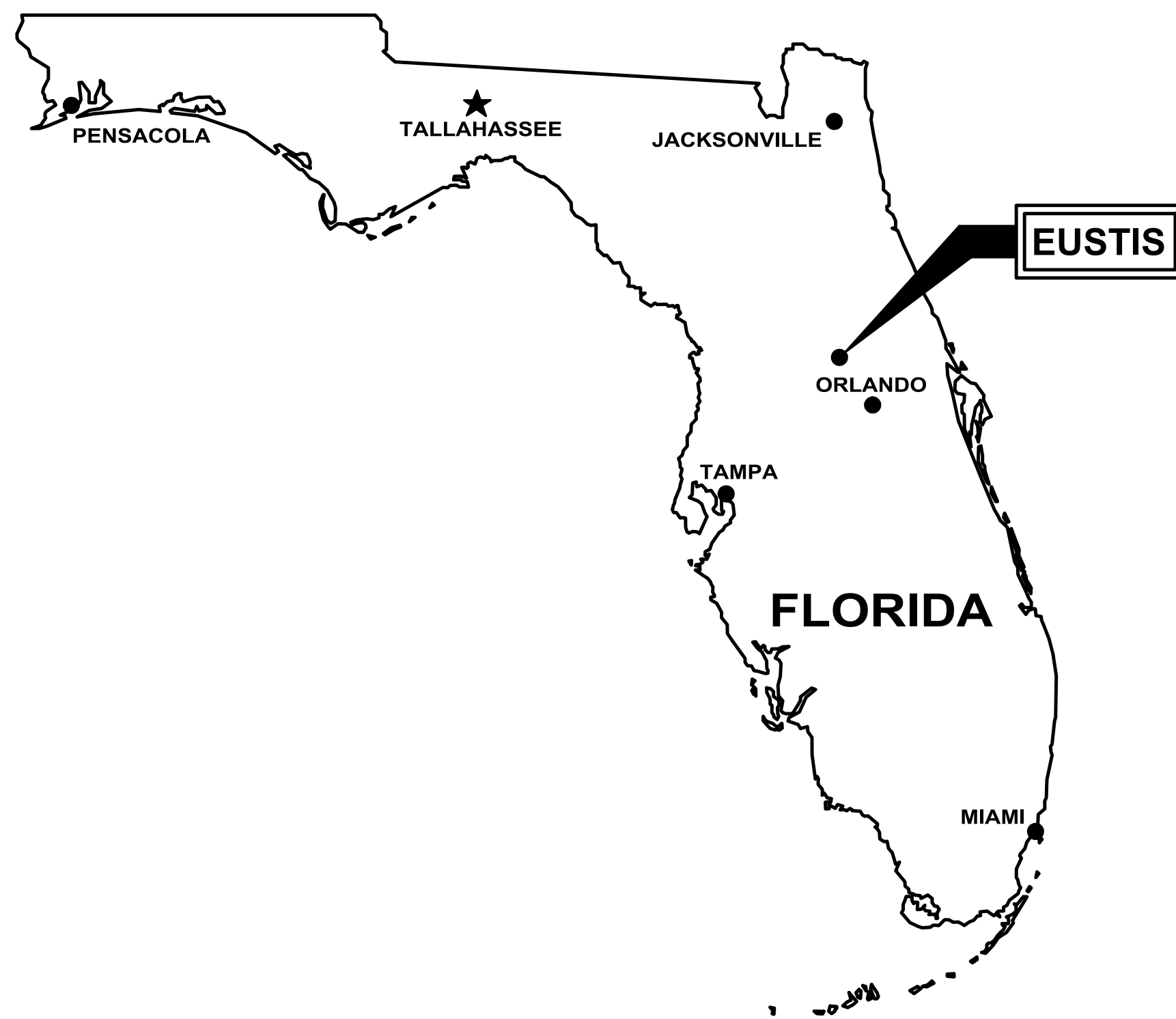
- PR-1 PROCESS GENERAL NOTES
- PR-2 PROCESS LEGEND AND ABBREVIATIONS
- PR-3 OVERALL PROCESS FLOW DIAGRAM
- PR-4 PROCESS FLOW SCHEMATIC I
- PR-5 PROCESS FLOW SCHEMATIC II
- PR-6 PROCESS FLOW SCHEMATIC III
- PR-7 HYDRAULIC PROFILE
- PR-8 LIFT STATION NO.1 DEMOLITION PLAN AND SECTION
- PR-9 LIFT STATION NO.1 MODIFICATIONS PLANS
- PR-10 LIFT STATION NO.1 MODIFICATIONS SECTIONS
- PR-11 HEADWORKS FLOW SPLITTER BOX MODIFICATIONS PLAN AND SECTION
- PR-12 BNR TRAIN C PLAN
- PR-13 BNR TRAIN C SECTIONS I
- PR-14 BNR TRAIN C SECTIONS II AND PERSPECTIVES
- PR-15 BLOWER BUILDING MODIFICATIONS PLAN AND SECTION
- PR-16 SECONDARY CLARIFIER NO.4 PLAN AND SCHEMATIC
- PR-17 SECONDARY CLARIFIER NO.4 SECTIONS AND DETAILS
- PR-18 RAS/WAS PUMP STATION NO.1 MODIFICATIONS PLAN AND SECTION
- PR-19 TERTIARY FILTERS DEMOLITION PLAN AND SECTIONS
- PR-20 TERTIARY FILTERS MODIFICATIONS PLAN AND SECTIONS
- PR-21 EFFLUENT PUMP STATION MODIFICATIONS PLAN AND SECTION
- PR-22 PROCESS DETAILS I
- PR-23 PROCESS DETAILS II

INSTRUMENTATION

- I-1 INSTRUMENTATION LEGEND, ABBREVIATIONS AND NOTES
- I-2 NETWORK DIAGRAM I
- I-3 INSTRUMENTATION LOOP DIAGRAMS I
- I-4 INSTRUMENTATION LOOP DIAGRAMS II
- I-5 INSTRUMENTATION LOOP DIAGRAMS III

ELECTRICAL

- E-1 ELECTRICAL LEGEND, NEMA AND CONDUIT INSTALLATION SCHEDULE
- E-2 ELECTRICAL NOTES AND ABBREVIATIONS
- E-3 ELECTRICAL SITE PLAN
- E-4 MOTOR CONTROL CENTER MCC-1 SINGLE LINE DIAGRAM - DEMOLITION
- E-5 MOTOR CONTROL CENTER MCC-2 SINGLE LINE DIAGRAM - DEMOLITION
- E-6 MOTOR CONTROL CENTER MCC-1 SINGLE LINE DIAGRAM - MODIFICATION
- E-7 MOTOR CONTROL CENTER MCC-2 SINGLE LINE DIAGRAM - MODIFICATION
- E-8 SECONDARY CLARIFIER NO.4 ELECTRICAL PLAN
- E-9 SLUDGE PUMPING STATION NO.1 ELECTRICAL PLAN - MODIFICATION
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- E-11 CHLORINE CONTACT CHAMBER ELECTRICAL PLAN - MODIFICATION
- E-12 BNR TRAIN C POWER PLAN
- E-13 ELECTRICAL AND BLOWER BUILDINGS POWER PLANS - MODIFICATION
- E-14 ELECTRICAL SCHEMATICS I
- E-15 ELECTRICAL SCHEMATICS II
- E-16 INSTRUMENTATION CONTROL AND WIRING DIAGRAMS
- E-17 ELECTRICAL SCHEDULES



LOCATION PLAN
SCALE: 1"=2,000'

WRIGHT-PIERCE 
Engineering a Better Environment

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90% SPECIFICATIONS

**BATES AVENUE WASTEWATER TREATMENT FACILITY
EXPANSION**

**CITY OF EUSTIS PUBLIC WORKS DEPARTMENT
EUSTIS, FL**

**TECHNICAL SPECIFICATIONS
DIVISION 1 THROUGH DIVISION 16**

DECEMBER 2022

PROJECT NO. 20783

90% TECHNICAL SPECIFICATIONS

CITY OF EUSTIS PUBLIC WORKS DEPARTMENT

EUSTIS, FL

TECHNICAL SPECIFICATIONS

DIVISION 1 THROUGH DIVISION 16

FOR

BATES AVENUE WASTEWATER TREATMENT FACILITY EXPANSION

DECEMBER 2022



Prepared By:

**Wright-Pierce
601 South Lake Destiny Road, Suite 290
Maitland, Florida 32751
Phone: 407.906.1776**

TABLE OF CONTENTSSECTION TITLEDIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

NOT USED

DIVISION 01 - GENERAL REQUIREMENTS

01010A	Summary of Work
01045	Cutting, Coring and Patching
01050	Coordination
01070	Abbreviations and Symbols
01100	Alternates
01200	Project Meetings
01310	Construction Schedules
01320	Safety and Health Plan
01340	Submittals
01370	Schedule of Values
01380	Construction Photographs
01400	Quality Control
01500	Temporary Facilities and Controls
01515	Temporary Bypass Pumping Systems
01562	Dust Control
01590	Temporary Field Office
01600	Delivery, Storage and Handling
01710	Project Cleaning
01720	Project Record Documents
01800	Equipment Startup, Certification and Operator Training

DIVISION 02 - SITE CONSTRUCTION

02000	FDOT Referenced Specifications
02050A	Demolition
02110	Clearing and Grubbing
02115	Stripping and Stockpiling Topsoil
02140	Temporary Construction Dewatering System
02156	Temporary Excavation Support System
02200	Earthwork
02225	Flowable Fill
02260	Filter Fabric
02270	Temporary Erosion Control
02510	Cement Concrete Sidewalks
02615	Ductile Iron Pipe & Fittings (Buried Applications)
02622	Polyvinyl Chloride (PVC) Non Pressure Pipe
02628A	High Density Polyethylene Pipe and Fittings

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02641	Gate Valves
02646	Valve Boxes
02647	Hose Bibbs
02650	Buried Utility Markings
02655	Couplings & Connectors (Buried Applications)
02732	Monitoring Wells
02751	Sewer Flow Control

DIVISION 03 - CONCRETE

03010	Concrete Modifications and Repairs
03100	Concrete Forming
03150	Concrete Accessories
03155	Concrete Post-Installed Anchors and Reinforcement
03200	Concrete Reinforcement
03300	Cast-In-Place Concrete
03305	Concrete Testing
03306	Concrete Tightness Testing
03320	Concrete Placement
03340	Cold Weather Concreting
03341	Hot Weather Concreting
03350	Concrete Finishing
03390	Concrete Curing
03604	Non-Shrink Grout
03700	Mass Concrete

DIVISION 04 - MASONRY

NOT USED

DIVISION 05 - METALS

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DIVISION 06 - WOOD AND PLASTICS

06606	Weirs, Baffles, and Supports
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09905	Shop Coatings

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-------	---------

DIVISION 11 - EQUIPMENT

11000	Equipment - General
11215	Line Shaft Vertical Turbine Pumps
11223	Submersible Mechanical Mixer
11224	Submersible Propeller Pumps
11310	Pumps - General
11316	Rotary Lobe Pumps
11319A	Dry Pit Submersible Non-Clog Centrifugal Pumps
11351	Circular Type Sludge Collection Equipment
11370B	High Speed Centrifugal Blowers
11376	Cloth Media Disk Filters
11378	Fine Bubble Aeration Systems

DIVISION 12 - FURNISHINGS

NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION

13410	Instrumentation And Process Control General
13440	Instruments
13441	Control Loop Description
13442	Programmable Logic Controllers
13443	SCADA System
13444	Control Panel
13445	Communication Network
13460	Fiber Optic Cabling

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14321 Portable Davit Crane and Cable Winch

DIVISION 15 - MECHANICAL

15050 Pipe and Pipe Fittings - General
 15052A Polyvinyl Chloride (PVC) Pressure Pipe
 15062 Ductile Iron Pipe & Fittings (Interior/Exposed Applications)
 15064 Stainless Steel Process Piping & Tubing
 15088 Couplings & Connectors
 15092 Pipe Sleeves & Seals
 15094 Pipe Hangers, Supports, & Bracing
 15100 Valves & Specialties - General
 15101 Gate Valves
 15102 Globe and Angle Valves
 15103 Butterfly Valves
 15104 Plug Valves
 15106 Ball Valves
 15107 Process System Ball Valves (Bronze Body)
 15110 Check Valves
 15116 Solenoid Valves
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 16445 Modifications to Existing MCCs
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 16461A Low Voltage Dry Type Transformers
 16469 Variable Frequency Drives
 16900 Controls
 16950 Start-Up And Testing Of Electrical Systems

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SECTION TITLE

APPENDICES

A	Geotechnical Engineering Report (Structures)
B	Geotechnical Engineering Report (Stormwater Pond)

CITY OF EUSTIS

BATES AVENUE WWTF IMPROVEMENTS



Addendum #2

Prepared by Wharton-Smith (CMAR)

Issued 2/1/2023



Wharton-Smith Contact:
William Marshall – Sr. Project Manager
wmarshall@whartonsmith.com

Engineer: Wright-Pierce, Inc.

ADDENDUM #2

City of Eustis

Bates Avenue Wastewater Treatment Facility Improvements

February 1, 2023

Notice to all Plan Holders: The following changes, additions, substitutions, clarifications, and/or deletions contained in this addendum shall become part of the Bid Documents & fully binding per the above referenced project. Provide acknowledgement of receipt as directed on the Bid Form.

General:

Bids are due 2/7/2023 at 2:00 PM EST. Bids shall be submitted electronically to wmarshall@whartonsmith.com. All bids shall be submitted on the Bid Form provided within the Bid Manual.

Attachments:

1. This Addendum includes the following documentation:
 - a. Reference the enclosed table of bidder questions and responses (1-13 and 18-23).
2. Revised Contract Drawings
3. Revised Specification Sections, replacing the advertised sections, in entirety.
 - a. Section 13440 Instruments
 - b. Section 13441 Control Loop Descriptions
 - c. Section 13442 Programmable Logic Controllers
 - d. Section 13444 Control Panel
 - e. Section 13445 Communication Network
4. Reference photos of existing control panel (Bidder Question 6 & 20)

Clarifications:

1. Wright-Pierce issued several revisions to the work using the table of bidder questions and responses (14-17 and 24-31). All bidders shall include the cost of the revised work in the bids.

All other terms and conditions of the bidding documents will remain the same.

Please review Addendum #2 which is now incorporated as a formal bidding document and is to be incorporated into all Bid Packages as applicable to the Scope of Work. Any changes or additions that are included as part of this addendum are to be incorporated into your bid.

Acknowledgement of this addendum must be listed on the Bid Form submitted with your sealed bid.

END OF ADDENDUM #2

**NOTE ONLY EXCERPT
INCLUDED FOR
REFERENCE PURPOSES.**

CITY OF EUSTIS

BATES AVENUE WWTF IMPROVEMENTS



Addendum #1

Prepared by Wharton-Smith (CMAR)

Issued 1/30/2022



Wharton-Smith Contact:
William Marshall – Sr. Project Manager
wmarshall@whartonsmith.com

Engineer: Wright-Pierce, Inc.

ADDENDUM #1

City of Eustis

Bates Avenue Wastewater Treatment Facility Improvements

January 30, 2023

Notice to all Plan Holders: The following changes, additions, substitutions, clarifications, and/or deletions contained in this addendum shall become part of the Bid Documents & fully binding per the above referenced project. Provide acknowledgement of receipt as directed on the Bid Form.

General:

Bids are due 2/7/2023 at 2:00 PM EST. Bids shall be submitted electronically to wmarshall@whartonsmith.com. All bids shall be submitted on the Bid Form provided within the Bid Manual.

Attachments:

1. Addendum #1 includes the following documentation:
 - a. Reference the enclosed table of bidder questions and responses.
2. Offsite Gravity Sewer Collection Maps – Response material for Bidder question 29.
3. 1/17 Non-Mandatory Pre-Bid Conference Sign-In Sheet
4. FDEP Environmental Resource Permit

Clarifications:

1. Please reference the clarifications issued by the Engineer as Items 85 to 86 in the attached log.

All other terms and conditions of the bidding documents will remain the same.

Please review Addendum #1 which is now incorporated as a formal bidding document and is to be incorporated into all Bid Packages as applicable to the Scope of Work. Any changes or additions that are included as part of this addendum are to be incorporated into your bid.

Acknowledgement of this addendum must be listed on the Bid Form submitted with your sealed bid.

END OF ADDENDUM #1

**NOTE ONLY EXCERPT
INCLUDED FOR
REFERENCE PURPOSES.**

EXHIBIT 2 – GMP COST PROPOSAL

PLEASE REFERENCE THE ATTACHED DOCUMENTS

- 1) Cost Summary
- 2) Cost Breakdown
- 3) Project General Conditions
- 4) Bid Tabulations and Recommendations of Award



*Bates Ave WWTP Expansion
GMP Estimate
3/2/2023*

COST SUMMARY

	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs	\$ -	\$ -	\$ 1,109,058	\$ 6,147,123	\$ 7,256,181
Sales Tax on Purchase Orders				\$ 77,634	\$ 77,634
Total GC's	\$ 665,359	\$ 33,500	\$ 222,025	\$ 65,880	\$ 986,764
Contingency (2.5%)				\$ 210,119	\$ 210,119
Bond				\$ 84,201	\$ 84,201
Insurance				\$ 47,714	\$ 47,714
Fee (8%)				\$ 693,009	\$ 693,009
TOTAL	\$665,359	\$33,500	\$1,331,083	\$7,325,680	\$9,355,621

Bid Alternates

Bid Alternate "A" - Lift Station No. 1 Work

Total Direct Cost of Work					\$ 717,869
Contingency					\$ 17,947
Bid Alternate "A" - Work Total					\$ 735,816

Bid Alternate "B" - Clarifier and RAS Work

Total Direct Cost of Work					\$ 1,888,181
Contingency					\$ 47,205
Bond/Insurance/Fee					\$ 182,120
Bid Alternate "B" - Work Total					\$ 2,117,505

TOTAL WITH BID ALTERNATES A + B					\$ 12,208,942
--	--	--	--	--	----------------------



Bates Ave WWTP Expansion
GMP Estimate
3/2/23

COST OF WORK

DESCRIPTION	QTY	UOM	LABOR	EQUIPMENT	MATERIALS	SUBS	\$ TOTALS	COMMENTS
			\$ AMOUNT	\$ AMOUNT	\$ AMOUNT	\$ AMOUNT		
PURCHASE ORDERS							\$ 1,109,058	
SUBMERSIBLE MIXERS	1	LS	\$ -	\$ -	\$ 85,877	\$ -	\$ 85,877	ABS/Hydraservice
FINE BUBBLE DIFFUSERS	1	LS	\$ -	\$ -	\$ 53,600	\$ -	\$ 53,600	EDI/C&V
SUBMERSIBLE PROPELLER PUMP	1	LS	\$ -	\$ -	\$ 77,715	\$ -	\$ 77,715	ABS/Hydraservice
TURBO BLOWER	1	LS	\$ -	\$ -	\$ 133,632	\$ -	\$ 133,632	Aerzen/Envirosales
ROTARY LOBE PUMP	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	Beorger/MKS
DISK FILTER	1	LS	\$ -	\$ -	\$ 686,620	\$ -	\$ 686,620	Aqua Aerobics/ Envirosales
EFFLUENT TRANSFER PUMP	1	LS	\$ -	\$ -	\$ 65,850	\$ -	\$ 65,850	Hudson Pumps
STOP GATE	1	LS	\$ -	\$ -	\$ 5,764	\$ -	\$ 5,764	CS3 Water Works
SUBCONTRACTS							\$ 6,102,123	
SITWORK SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 289,495	\$ 289,495	Harty Tractor
CONCRETE SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 2,038,431	\$ 2,038,431	Wharton-Smith, Inc.
PLANT PAINTING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 19,053	\$ 19,053	Exceletech
MASTER PLANT SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 2,572,809	\$ 2,572,809	Wharton-Smith, Inc.
INSTRUMENTATION SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 284,414	\$ 284,414	Revere
ELECTRICAL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 897,921	\$ 897,921	Sinns and Thomas
ALLOWANCES							\$ 45,000	
ALLOWANCE FOR BUILDING PERMITS	1	LS	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	
ALLOWANCE FOR INDEPENDENT TESTING	1	LS	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	
TOTAL DIRECT COST			\$ -	\$ -	\$ 1,109,058	\$ 6,147,123	\$ 7,256,181	
ALTERNATE A - LIFT STATION MODIFICATIONS							\$ 717,869	
MASTER PLANT SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 605,854	\$ 605,854	Wharton-Smith, Inc.
CONCRETE SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 23,806	\$ 23,806	Wharton-Smith, Inc.
PLANT PAINTING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 20,309	\$ 20,309	Exceletech
ELECTRICAL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 67,900	\$ 67,900	Sinns and Thomas
TOTAL ALTERNATE A DIRECT COSTS			\$ -	\$ -	\$ -	\$ 717,869	\$ 717,869	
ALTERNATE B - CLARIFIER #4 CONSTRUCTION								
SECONDARY CLARIFIER EQUIPMENT	1	LS	\$ -	\$ -	\$ -	\$ 471,333	\$ 471,333	Ovivo
MASTER PLANT SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 336,023	\$ 336,023	Wharton-Smith, Inc.
CONCRETE SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 684,205	\$ 684,205	Wharton-Smith, Inc.
SITWORK SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 249,489	\$ 249,489	Harty Tractor
RAS PUMP	2	LS	\$ -	\$ -	\$ -	\$ 38,189	\$ 38,189	ABS/Hydraservice
PLANT PAINTING SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 23,588	\$ 23,588	Exceletech
ELECTRICAL SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 81,100	\$ 81,100	Sinns and Thomas
INSTRUMENTATION SUBCONTRACTOR	1	LS	\$ -	\$ -	\$ -	\$ 4,254	\$ 4,254	Revere
TOTAL ALTERNATE B DIRECT COSTS			\$ -	\$ -	\$ -	\$ 1,888,181	\$ 1,888,181	



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: **Bates Ave WWTP Expansion**
ESTIMATE #: **21-115**

February 11:49 AM
Item 6.4

GENERAL CONDITIONS	DURATION =		0 DIRECT MANHOURS		0		MANWEKS								
	MONTHS, PLANNED	15	MONTHS, PLANNED	0	MAN	0	0								
DESCRIPTION	QTY	UNIT	MH/UNIT	BASE RATE	LABOR		EQUIPMENT	MATERIAL		SUBCONTRACTS		\$ TOTALS	REMARKS		
					U/P	TOTAL MH		\$ AMOUNT	HR/UNIT	RATE	\$ AMOUNT			U/P	\$ AMOUNT
PROJECT MANAGEMENT TEAM													W/ 7% TAX		
FIELD STAFF															
SUPERINTENDENT I	65	WK	40	\$80.00	\$3,200.00	2,604	\$208,320		\$0.00	\$0	\$0	\$0	\$208,320		
OFFICE STAFF															
PROJECT MANAGER	65	WK	40	\$80.00	\$3,200.00	2,604	\$208,320		\$0.00	\$0	\$0	\$0	\$208,320		
PROJECT ENGINEER	65	WK	40	\$50.00	\$2,000.00	2,604	\$130,200		\$0.00	\$0	\$0	\$0	\$130,200		
PROJECT ASSISTANT	65	WK	8	\$37.00	\$296.00	521	\$19,270		\$0.00	\$0	\$0	\$0	\$19,270		
OTHER STAFF															
EXECUTIVE MANAGEMENT	65	WK	4	#####	\$460.00	260	\$29,946		\$0.00	\$0	\$0	\$0	\$29,946		
COST ACCOUNTANT	65	WK	2	\$55.00	\$110.00	130	\$7,161		\$0.00	\$0	\$0	\$0	\$7,161		
PRODUCTION/QUALITY CONTROL	65	WK	2	#####	\$230.00	130	\$14,973		\$0.00	\$0	\$0	\$0	\$14,973		
SAFETY COORDINATOR	65	WK	4	\$90.00	\$360.00	260	\$23,436		\$0.00	\$0	\$0	\$0	\$23,436		
RELATED MANAGEMENT COSTS															
SOFTWARE COSTS (0.21% OF TOTAL BID)	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$20,500	\$20,500	\$20,500	20445
TEMP.FACILITIES & UTILITIES															
WATER, INSTALL AND REMOVE TEMPORARY SYSTEM	1	LS	80	\$45.00	\$3,600.00	80	\$3,600		\$0.00	\$4,000.00	\$4,000	\$4,280	\$0	\$7,880	
WATER, MONTHLY	15	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$300.00	\$4,500	\$4,815	\$0	\$4,815	
ELECTRIC, MONTHLY CHARGES	15	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$1,000.00	\$15,000	\$16,050	\$0	\$16,050	
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE - W-S	1	LS		\$45.00	\$0.00	0	\$0		\$0.00		\$0	\$0	\$400.00	\$400	\$400
INTERNET/TELEPHONE, MONTHLY CHARGES - W-S	15	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$400.00	\$6,000	\$6,420	\$0	\$6,420	
CELLULAR TELEPHONE, MONTHLY CHARGES	15	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$500.00	\$7,500	\$8,025	\$0	\$8,025	
FIELD OFFICE, WHARTON SMITH INC	15	MO	5	\$45.00	\$225.00	75	\$3,375		\$0.00	\$1,750.00	\$26,250	\$28,088	\$0	\$31,463	
FIELD OFFICE, WHARTON SMITH - DELIVERY/RETURN	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$12,500.00	\$12,500	\$13,375	\$6,000.00	\$6,000	\$19,375
JOB OFFICE SUPPLIES	15	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$850.00	\$12,750	\$13,643	\$0	\$13,643	
COMPUTER EQUIPMENT FOR FIELD OFFICE - W-S	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$5,000.00	\$5,000	\$5,350	\$0	\$5,350	
TOOL TRAILERS - 1 REQUIRED	15	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$400.00	\$6,000	\$6,420	\$0	\$6,420	
TEMPORARY TOILETS - 2 REQUIRED	15	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$500.00	\$7,500	\$8,025	\$0	\$8,025	
TEMPORARY SEWAGE HOLDING TANKS - W-S	15	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$350.00	\$5,250	\$5,618	\$0	\$5,618	
CONSTRUCTION EQUIPMENT & TOOLS															
SMALL TOOLS AND SUPPLIES	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$40,000	\$40,000	\$42,800	\$0	\$42,800	
PM AUTOMOBILE w/ FUEL, OIL, GREASE	15	MO		\$45.00	\$0.00	0	\$0	1	\$950	\$14,250.00	\$900.00	\$13,500	\$14,445	\$0	\$28,695
SUPT PICKUP TRUCK w/ FUEL, OIL, GREASE	15	MO		\$45.00	\$0.00	0	\$0	1	\$950	\$14,250.00	\$1,200.00	\$18,000	\$19,260	\$0	\$33,510
SAFETY & HEALTH & HOUSEKEEPING															
CLEAN-UP THROUGHOUT DURATION OF PROJECT	65	WK	4	\$45.00	\$180.00	260	\$11,718		\$0.00		\$0	\$0	\$0	\$11,718	
DUMPSTERS	15	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$1,250.00	\$18,750	\$20,063	\$0	\$20,063	
TOTAL GENERAL CONDITIONS						9,529	\$660,319			\$28,500	\$202,500	\$216,675	\$26,900	\$932,394	\$1,134,894



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: **Bates Ave WWTP Expansion**
ESTIMATE #: **21-115**

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GENERAL REQUIREMENTS															
PERMITS, FEES, INSURANCE, LEGAL, ETC.															
BUILDER'S RISK INSURANCE- NON-COASTAL COUNTY	15	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$0	\$0	\$682.00	\$10,230	\$10,230	\$681.50
PROJECT DOCUMENTATION AND SERVICES															
PROJECT SIGNS	1	LS	32	\$45.00	\$1,440.00	32	\$1,440		\$0.00	\$1,250.00	\$1,250	\$1,338	\$0	\$2,778	
PHOTOGRAPHS	15	MO		\$45.00	\$0.00	0	\$0		\$0.00	\$150.00	\$2,250	\$2,408	\$0	\$2,408	
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	LS		\$45.00	\$0.00	0	\$0		\$0.00		\$0	\$0	\$1,250.00	\$1,250	\$1,250
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		\$45.00	\$0.00	0	\$0		\$0.00	\$1,500.00	\$1,500	\$1,605	\$0	\$1,605	
REGISTERED SURVEYOR SERVICES	15	MO		\$45.00	\$0.00	0	\$0		\$0.00		\$0	\$0	\$1,500.00	\$22,500	\$22,500
MISCELLANEOUS REQUIREMENTS															
START-UP/SEEDING PLANT	1	LS	80	\$45.00	\$3,600.00	80	\$3,600	1	\$5,000.00	\$5,000.00	\$0	\$0	\$5,000.00	\$5,000	\$13,600
TOTAL GENERAL REQUIREMENTS						112	\$5,040			\$5,000	\$5,000	\$5,350	\$38,980	\$54,370	\$59,370

MASTER PLANT CONTRACTOR

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description: **Bid Package 1 - Master Plant Contractor Package**
 Project Name: **Bates Ave WWTP Expansion**
 Owner: **City of Eustis**
 Bid Date: **Tuesday February 7, 2023**

Scope Item Description	Wharton-Smith, Inc.		Petticoat-Schmitt		FEC Construction		Company	
	Matt Peterson		Joe fisher		Karen Lightsey		Contact Name	
	407-321-8410		904-751-0888		407-402-2828		Phone Number	
Base Bid Before Alternates		\$ 2,572,809.00		NO BID		\$ 2,978,100.00		
Bid Item		\$ 2,572,709.00				\$ 2,920,000.00		
Payment and Performance Bonds		\$ -				\$ 58,000.00		
Indemnification		\$ 100.00				\$ 100.00		
Alternates								
Alternate A: Lift Station Modifications		\$ 605,854.00				\$ 670,000.00		
Alternate B: Clarifier #4		\$ 336,023.00				\$ 400,000.00		
Bid Document Requirements								
Bid Form		YES				YES		
Clarifications / Exceptions		NO				NO		
Acknowledged Addenda		YES				YES		
Additional Notes								
SUBTOTAL:		\$ 2,572,809.00		\$ -		\$ 2,978,100.00		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 2,572,809.00		\$ -		\$ 2,978,100.00		\$ -
Recommendation: Wharton-Smith		\$ 2,572,809.00		NO BID		\$ 2,978,100.00		

Recommend award to Wharton-Smith as the lowest responsive bidder.

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Master Plant Contractor
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Florida Environmental Construction, Inc.
 Contact Name: Robert Lightsey Title: President
 Address: PO Box 305
Howey in the Hills, FL 34737
 Phone Number: 407-402-2828 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/23 No. 2 Dated 2/1/23

No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Master Plant Contractor Package	1	LS	\$ <u>2,920,000.00</u>	\$ <u>2,920,000.00</u>
2.	Payment & Performance Bonds	1	LS	\$ <u>58,000.00</u>	\$ <u>58,000.00</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>2,978,100.00</u>

Two million nine hundred seventy eight thousand one hundred dollars and no cents

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)


BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No. 1 Modifications	1	LS	\$ <u>670,000.00</u>
3.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ <u>400,000.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Delivery
1.	Valve Submittal Package	30
2.	Pipe Submittal Package	30
3.	Specials Submittal Package	40
4.	Pipe Lead Time (Release to Delivery)	240
5.	Valve Lead Time (Release to Delivery)	240

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



 Signature

 Robert Lightsey / President

 Print Name / Title

 2/7/23

 Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Master Plant Contractor
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Wharton-Smith, Inc.
 Contact Name: Matthew Peterson Title: Project Executive
 Address: 750 Monroe Road, Sanford, FL 32771
 Phone Number: 407.321.8410 Fax: None

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder’s Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. One Dated 01.30.2023 No. Two Dated 02.01.2023
 No. _____ Dated _____ No. _____ Dated _____

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Master Plant Contractor Package	1	LS	\$ <u>2,572,709</u>	\$ <u>2,572,709</u>
2.	Payment & Performance Bonds	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>2,572,809</u>

Two million five hundred seventy-two thousand eight hundred nine dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

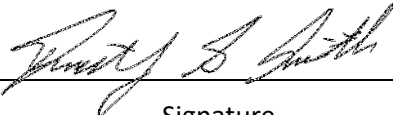
BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No. 1 Modifications	1	LS	\$ <u>605,854</u>
3.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ <u>336,023</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Delivery
1.	Valve Submittal Package	30 days
2.	Pipe Submittal Package	30 days
3.	Specials Submittal Package	30 days
4.	Pipe Lead Time (Release to Delivery)	180 days
5.	Valve Lead Time (Release to Delivery)	180 days

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Timothy S. Smith, President
Print Name / Title

02.06.2023
Date

Timothy S. Smith, President

SITE WORK
SUBCONTRACTOR

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description: **Bid Package 2 - Site Work Subcontractor**
 Project Name: **Bates Ave WWTP Expansion**
 Owner: **City of Eustis**
 Bid Date: **Tuesday February 7, 2023**

Scope Item Description	Wharton-Smith, Inc.		SDC		Harty Tractor		Company	
	Matt Peterson		Kenny Bare		Thaine Harty		Contact Name	
	407-321-8410		407-221-2431		386-775-1005		Phone Number	
Base Bid Before Alternates		\$ 466,464.00		\$ 762,470.00		\$ 289,595.00		
Site Work		\$ 392,134.00		\$ 665,288		\$ 289,495.00		
SWPPP		\$ 45,000.00		\$ 75,000				
Sod		\$ 20,930.00		\$ 8,970				
Seed		\$ 8,300.00		\$ 1,660				
Payment and Performance Bonds		\$ -		\$ 11,452				
Indemnification		\$ 100.00		\$ 100		\$ 100.00		
Alternates								
Alternate A: Lift Station Modifications		\$ -		0		\$ -		
Alternate B: Clarifier #4		\$ 643,421.00		18,000		249,489		
Bid Document Requirements								
Bid Form		YES		YES		YES		
Clarifications / Exceptions		NO		NO		YES		
Acknowledged Addenda		YES		YES		YES		
Additional Notes								
SUBTOTAL:		\$ 1,109,885.00		\$ 780,470.00		\$ 539,084.00		\$ -
Bond Adjustment (if not Included):	0.0%	\$ -	0.0%	\$ -	3.0%	\$ 16,173	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 1,109,885.00		\$ 780,470		\$ 555,256.52		\$ -
Recommendation: Harty Tractor		\$ 1,109,885.00		\$ 780,470		\$ 555,256.52		

Recommend award to Harty Tractor as the lowest responsive bidder. At bid, Harty Tractor was the low bidder on the base bid, but not if the alternates are added into the base. Upon our post bid review, it was noted that Harty Tractor had a mis-calculation on their alternate pricing, and also did not have the pricing split properly between base bid and alternate B. SDC was the low bidder if you took into account the base bid and alternate B, but they also did not have their pricing split properly between the base bid and alternate B. In order to make a recommendation we had to further review the scope of work with both Harty Tractor and SDC to ensure they understood the overall scope of work and how their pricing needs to be split between the base bid and the alternate. We received updated quotes from both Harty Tractor and SDC with Harty Tractor being low and receiving our recommendation of award.

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Site Work
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Harty Tractor Services, Inc.
 Contact Name: Thaine Harty Title: Chief Estimator
 Address: 1331 Tractor Way
Orange City, FL 32763
 Phone Number: (386) 775-1005 Fax: (386) 775-3799

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/2023 No. _____ Dated _____
 No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Work	1	LS	\$ _____	\$ <u>see attached proposal</u>
2.	SWPPP	15	MO	\$ _____	\$ _____
3.	Sod	2,990	SY	\$ _____	\$ _____
4.	Seed	3,320	SY	\$ _____	\$ _____
5.	Payment & Performance Bonds	1	LS	\$ _____	\$ _____
6.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>190,643.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No. 1 Modifications	1	LS	\$ <u>excluded</u>
2.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ <u>2,309,689.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Delivery
1.	Storm Structure Submittal Package	<u>4-6 weeks</u>
2.	Storm Structure Lead Time (Release to Delivery)	<u>12 weeks</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Olivia Harty
Signature

Olivia Harty / Estimating Assistant
Print Name / Title

2/7/23
Date



BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Site Work
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Southern Development & Construction, Inc.
 Contact Name: Kenny Bare Title: Chief Estimator
 Address: 2544 Connection Point
Oviedo, FL
 Phone Number: 407-221-2431 Fax: 866-332-8272

Bid Proposal Documentation Checklist (check all that apply):

- | | | | |
|-------------------------------------|--------------------------------|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Bid Form | <input type="checkbox"/> | Value Engineering Proposal |
| <input type="checkbox"/> | Sanctions and Litigation | <input type="checkbox"/> | List of Subcontractors |
| <input checked="" type="checkbox"/> | Licenses (As Applicable) | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | Proof of Bonding Capability | <input checked="" type="checkbox"/> | Clarifications (if Applicable) |
| <input type="checkbox"/> | Meets SRF Program Requirements | <input type="checkbox"/> | MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated January 30, 2023 No. Dated
 No. 2 Dated February 1, 2023 No. Dated

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Work	1	LS	\$ 665,288.00	\$ 665,288.00
2.	SWPPP	15	MO	\$ 5,000.00	\$ 75,000.00
3.	Sod	2,990	SY	\$ 3.00	\$ 8,970.00
4.	Seed	3,320	SY	\$ 0.50	\$ 1,660.00
5.	Payment & Performance Bonds	1	LS	\$ 11,452.00	\$ 11,452.00
6.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 762,470.00

Seven Hundred Sixty-Two Thousand Four Hundred Seventy Dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No. 1 Modifications	1	LS	\$ No Site Scope
2.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ 18,000.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Delivery
1.	Storm Structure Submittal Package	21
2.	Storm Structure Lead Time (Release to Delivery)	91

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Kenny Bare / Chief Estimator

February 7, 2023

Signature

Print Name / Title

Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Site Work
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Wharton-Smith, Inc.
 Contact Name: Matthew Peterson Title: Project Executive
 Address: 750 Monroe Road, Sanford, FL 32771

 Phone Number: 407.321.8410 Fax: None

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. One Dated 01.30.2023 No. Two Dated 02.01.2023

No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Site Work	1	LS	\$ <u>392,134</u>	\$ <u>392,134</u>
2.	SWPPP	15	MO	\$ <u>3,000</u>	\$ <u>45,000</u>
3.	Sod	2,990	SY	\$ <u>7.00</u>	\$ <u>20,930</u>
4.	Seed	3,320	SY	\$ <u>3.00</u>	\$ <u>8,300</u>
5.	Payment & Performance Bonds	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>
6.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>466,464</u>

Four hundred sixty-six thousand four hundred sixty-four dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)


BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No. 1 Modifications	1	LS	\$ <u>0.00</u>
2.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ <u>643,421</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Delivery
1.	Storm Structure Submittal Package	<u>20 days</u>
2.	Storm Structure Lead Time (Release to Delivery)	<u>60 days</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

 _____ Signature	Timothy S. Smith, President _____ Print Name / Title	<u>02.06.2023</u> _____ Date
Timothy S. Smith, President		

CONCRETE SUBCONTRACTOR

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description: **Bid Package 3 - Concrete Subcontractor**
 Project Name: **Bates Ave WWTP Expansion**
 Owner: **City of Eustis**
 Bid Date: **Tuesday February 7, 2023**

Scope Item Description	Wharton-Smith, Inc.		Integ-Crete		BB5 Construction		Company	
	Matt Peterson		Justin Drawdy		Juan Barragan		Contact Name	
	407-321-8410		772-216-4412		407-984-9373		Phone Number	
Base Bid Before Alternates		\$ 2,038,431.00		\$ 2,205,000.00		\$ 3,048,225.00		
Bid Item		\$ 2,033,331.00		\$ 2,163,900.00		\$ 3,048,125.00		
Payment and Performance Bonds				\$ 32,000.00				
Sidewalks		\$ 5,000.00		\$ 9,000.00				
Indemnification		\$ 100.00		\$ 100.00		\$ 100.00		
Alternates								
Alternate A: Lift Station Modifications		\$ 23,806.00		49,000		93,750		
Alternate B: Clarifier #4		\$ 684,205.00		864,000		2,954,375		
Bid Document Requirements								
Bid Form		YES						
Clarifications / Exceptions		YES						
Acknowledged Addenda		YES						
Additional Notes								
SUBTOTAL:		\$ 2,746,442.00		\$ 3,118,000.00		\$ 6,096,350		\$ -
Bond Adjustment (if not included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:		\$ 2,746,442.00		\$ 3,118,000.00		\$ 6,096,350		\$ -
Recommendation: Wharton-Smith		\$ 2,746,442.00		\$ 3,118,000.00		\$ 6,096,350.00		

Recommend award to Wharton-Smith as the lowest responsive bidder.

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Concrete
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: BB5 Construction Inc.
 Contact Name: Juan Baragan Title: President
 Address: 2120 Lauren Beth Avenue
Ocoee FL. 34761
 Phone Number: (407) 984-9373 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. one Dated 1/30/23 No. _____ Dated _____
 No. two Dated 2/1/23 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Concrete	1	LS	\$ _____	\$ <u>3,048,125.00</u>
2.	Payment & Performance Bonds	1	LS	\$ _____	\$ _____
3.	Sidewalks	50	SY	\$ _____	_____
3.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ <u>3,048,125.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)


BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No. 1 Modifications	1	LS	\$ <u>93,750.00</u>
2.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ <u>2,954,375.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	<u>30</u>
2.	BNR Train C Complete	<u>60</u>
3.	Secondary Clarifier No. 4 Complete	<u>60</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



 Signature

Juan Barragan

 Print Name / Title

02/07/2023

 Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Concrete
 To: William Marshall, P.E. — Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: INTEG-CRETE CONSTRUCTION
 Contact Name: JUSTIN DRAWAY Title: PRESIDENT
 Address: 10550 W. MIDWAY RD
FT. PIERCE, FL 34945
 Phone Number: 772 216 4412 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/23 No. _____ Dated _____
 No. 2 Dated 2/1/23 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

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9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Concrete	1	LS	\$ <u>2,153,900.00</u>	\$ <u>2,163,900</u>
2.	Payment & Performance Bonds	1	LS	\$ <u>32,000.00</u>	\$ <u>32,000.00</u>
3.	Sidewalks	50	SY	\$ <u>180.00</u>	\$ <u>9,000.00</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
				Total Base Bid:	\$ <u>2,205,000.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

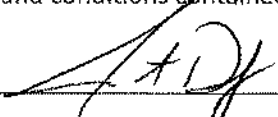
BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No. 1 Modifications	1	LS	\$ <u>49,000.00</u>
2.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ <u>864,000.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	63
2.	BNR Train C Complete	126
3.	Secondary Clarifier No. 4 Complete	98

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.


Signature

JUSTIN DRAWDY / PRESIDENT
Print Name / Title

2/7/23
Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Concrete
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Wharton-Smith, Inc.
 Contact Name: Matthew Peterson Title: Project Executive
 Address: 750 Monroe Road, Sanford, FL 32771
 Phone Number: 407.321.8410 Fax: None

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder’s Acknowledgements:

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- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. One Dated 01.30.2023 No. Two Dated 02.01.2023
 No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
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9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Concrete	1	LS	\$ <u>2,033,331</u>	\$ <u>2,033,331</u>
2.	Payment & Performance Bonds	1	LS	\$ <u>N/A</u>	\$ <u>N/A</u>
3.	Sidewalks	50	SY	\$ <u>100</u>	<u>5,000</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>2,038,431</u>

Two million thirty-eight thousand four hundred thirty-one dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

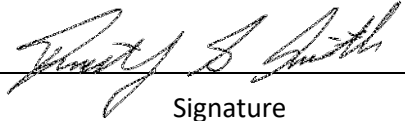
BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No. 1 Modifications	1	LS	\$ <u>23,806</u>
2.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ <u>684,205</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	30 days
2.	BNR Train C Complete	12 months
3.	Secondary Clarifier No. 4 Complete	6 months

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Timothy S. Smith, President

Timothy S. Smith, President

Print Name / Title

02.06.2023

Date

**PAINT AND COATINGS
SUBCONTRACTOR**

Subcontractor Bid Evaluation and Comparison Sheet
Trade Description: Bid Package 4 - Coatings
Project Name: Bates Ave WWTP Expansion
Owner: City of Eustis
Bid Date: Tuesday February 7, 2023

Scope Item Description	Exceletech Coating		Cypress Coating		Universal Coatings		Company	
	Rick Scruggs		Autumn Collins		David Billingsley		Contact Name	
	352-394-2155		225-603-4102		863-686-2320		Phone Number	
Base Bid Before Alternates	\$	19,053.00	\$	44,242.00	\$	42,537.00		
Painting and Coating	\$	18,953.00	\$	44,142.00	\$	42,437.00		
	\$	-						
Indemnification	\$	100.00	\$	100.00	\$	100.00		
Alternates								
Alternate A: Lift Station Modifications	\$	13,909.00		12,954		20,309		
Alternate B: Clarifier #4	\$	6,618.00		27,250		23,588		
Bid Document Requirements								
Bid Form		YES		YES				
Clarifications / Exceptions		YES		YES				
Acknowledged Addenda		YES		YES				
Additional Notes								
SUBTOTAL:	\$	39,580.00	\$	84,446.00	\$	86,434.00	\$	-
Bond Adjustment (If not Included):	2.0%	\$ 792	2.0%	\$ 1,689	2.0%	\$ 1,729	0.0%	\$ -
Scope Adjustment:	Tax	Included						
Total Adjusted Scope:	\$	40,371.60	\$	86,134.92	\$	88,162.68	\$	-
Recommendation: Exceltech								

Recommend award to **Exceltech** as the lowest responsive bidder.

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Painting and Coating Subcontractor
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: CYPRESS CONSTRUCTION & COATINGS

Contact Name: AUTUMN COLLINS Title: SENIOR ESTIMATOR, VP

Address: 5611 LEE ST UNIT 1
LEHIGH ACRES FL, 33971

Phone Number: 225-603-4102 Fax: 239-303-3252

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input checked="" type="checkbox"/> Licenses (As Applicable) | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Proof of Bonding Capability | <input checked="" type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/23 No. _____ Dated _____
 No. 2 Dated 2/1/23 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Painting and Coating	1	LS	\$ <u>44,142</u>	\$ <u>44,142</u>
2.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>44,242</u>

FORTY FOUR THOUSAND TWO HUNDRED FORTY TWO DOLLARS, ZERO CENTS

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No 1 Coatings	1	LS	\$ 12,954
2.	Bid Alt. B: Secondary Clarifier No. 4 Coatings	1	LS	\$ 27,250

CLARIFICATIONS:

1. CONCRETE COATINGS ARE NOT INCLUDED- PRICING ONLY REFLECTS MECHANICAL PAINTING
2. CAULKING AND SEALANTS ARE NOT INCLUDED
3. WAGE SCALE IS NOT INCLUDED
4. IT IS ASSUMED THE CLARIFIER MECHANISM WILL BE SHOP BLASTED AND PRIMED. PRICING IN ALT B INCLUDES BRUSH BLAST AND 2 COATS EPOXY PER SYSTEM C SPEC SECTION 09900

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	<u>30 DAYS FROM CONTRACT</u>
2.	Material Delivery (From Release)	<u>4 WEEKS</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Autumn Collins
Signature

AUTUMN COLLINS/ VICE PRESIDENT
Print Name / Title

2/7/23
Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Painting and Coating Subcontractor
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Universal Painting Corporation
 Contact Name: David Billingsley Title: Vice President
 Address: 235 Apollo Beach Blvd, Suite 514
Apollo Beach, FL 33572
 Phone Number: 863-686-2320 Fax: 863-594-1905

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/2023 No. 2 Dated 2/1/2023

No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Painting and Coating	1	LS	\$ <u>42,437</u>	\$ <u>42,437</u>
2.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>42,537</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No 1 Coatings	1	LS	\$ 20,309
2.	Bid Alt. B: Secondary Clarifier No. 4 Coatings	1	LS	\$ 23,588

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	<u>14 days</u>
2.	Material Delivery (From Release)	<u>30 days</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

<u><i>David Billingsley</i></u>	<u>David Billingsley, Vice President</u>	<u>2/7/2023</u>
Signature	Print Name / Title	Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Painting and Coating Subcontractor
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Exceletech Coatings
 Contact Name: Rick Scruggs Title: Estimator
 Address: 221 N. Hwy. 27, Suite I
Clermont, Fl. 34711

 Phone Number: 352-394-2155 Fax: 352-394-5422

Bid Proposal Documentation Checklist (check all that apply):

<input checked="" type="checkbox"/>	Bid Form	<input type="checkbox"/>	Value Engineering Proposal
<input type="checkbox"/>	Sanctions and Litigation	<input type="checkbox"/>	List of Subcontractors
<input checked="" type="checkbox"/>	Licenses (As Applicable)	<input checked="" type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	Proof of Bonding Capability	<input checked="" type="checkbox"/>	Clarifications (if Applicable)
<input type="checkbox"/>	Meets SRF Program Requirements	<input type="checkbox"/>	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1-30-23 No. _____ Dated _____

No. 2 Dated 2-1-23 No. _____ Dated _____

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Painting and Coating	1	LS	\$ _____	\$ <u>18,953.00</u>
2.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>19,053.00</u>

Nineteen thousand fifty-three dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No 1 Coatings	1	LS	\$13,909.00
2.	Bid Alt. B: Secondary Clarifier No. 4 Coatings	1	LS	\$6,618.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	14
2.	Material Delivery (From Release)	7

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

<u>Ben Muzia</u>	<u>Ben Muzia / VP</u>	<u>2/3/2023</u>
Signature	Print Name / Title	Date

**INSTRUMENTATION AND CONTROLS
SUBCONTRACTOR**

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description: **Bid Package 15 - I&C Subcontractor**
 Project Name: **Bates Ave WWTP Expansion**
 Owner: **City of Eustis**
 Bid Date: **Tuesday February 7, 2023**

Scope Item Description	Revere Control Systems		Commerce Controls		Company			
	Jean Mead		Dennis McGee		Contact Name			
	863-581-6865		941-416-5062		Phone Number			
Base Bid Before Alternates	\$	281,321.00	\$	329,701.00	\$	-	\$	-
I&C Package Complete	\$	267,721.00	\$	312,681				
Start-up On-Site	\$	13,500.00	\$	16,920				
P&P Bond	\$	3,093.00	\$	6,487				
Indemnification	\$	100.00	\$	100				
Alternates								
Alternate A: Lift Station Modifications	\$	-		0				
Alternate B: Clarifier #4	\$	4,254.00		7,976				
Bid Document Requirements								
Bid Form		YES		YES		YES		
Clarifications / Exceptions		YES		YES		YES		
Acknowledged Addenda		YES		YES		YES		
Additional Notes								
SUBTOTAL:	\$	288,668.00	\$	344,164	\$	-	\$	-
Bond Adjustment (If not Included):	0.0%	\$ -	5.0%	\$ 17,208	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	288,668.00	\$	361,372	\$	-	\$	-
Recommendation: Revere	\$	288,668.00	\$	361,372.20	\$	-		

Recommend award to **Revere Contol Systems** as the lowest responsive bidder.

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Instrumentation & Controls
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Revere Control Systems, Inc.
 Contact Name: Jean Mead Title: Business Development Manager
 Address: 5201 Princeton Way
Hoover, AL 35226
 Phone Number: 863-581-6865 Fax: 205-824-0439

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input checked="" type="checkbox"/> Value Engineering Proposal |
| <input checked="" type="checkbox"/> Sanctions and Litigation | <input checked="" type="checkbox"/> List of Subcontractors |
| <input checked="" type="checkbox"/> Licenses (As Applicable) | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Proof of Bonding Capability | <input checked="" type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> n/a Meets SRF Program Requirements | <input checked="" type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 01/30/23 No. 2 Dated 02/01/23
 No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	I&C Package Complete	1	LS	\$ 267,721.00	\$ 267,721.00
2.	Start-Up On-Site	10	DAYS	\$ 1,350.00	13,500.00
3.	Performance & Payment Bonds	1	LS	\$ 3,093.00	3,093.00
4.	Indemnification	1	LS	\$ 100.00	\$ 100.00
				Total Base Bid:	\$ 284,414.00

Two Hundred Eighty Four Thousand Four Hundred Fourteen Dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A1: Lift Station No. 1 Modifications	1	LS	\$ N/A
2.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ 4,254.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Field Instruments Submittal Package	4-6 Weeks
2.	PLC Programming Submittal Package	10-12 Weeks
3.	Field Instruments Lead Time	10-12 Weeks
4.	Control Panel Modification Hardware Lead Time	30-35 Weeks

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

<u></u>	<u>Nan Johnson, Division V.P.-Municipal</u>	<u>02-06-23</u>
Signature	Print Name / Title	Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Instrumentation & Controls
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Commerce Controls, Inc.
 Contact Name: Dennis McGee Title: Business Development Manager
 Address: 41069 Vincenti Court
Novi, MI 48375
 Phone Number: (941) 416-5062 Fax: (248) 476-6122

Bid Proposal Documentation Checklist (check all that apply):

<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> CCI Proposal / Deliverables	<input checked="" type="checkbox"/> Value Engineering Proposal
<input checked="" type="checkbox"/> Sanctions and Litigation		<input checked="" type="checkbox"/> List of Subcontractors
<input checked="" type="checkbox"/> Licenses (As Applicable)		<input checked="" type="checkbox"/> Certificate of Insurance
<input checked="" type="checkbox"/> Proof of Bonding Capability		<input checked="" type="checkbox"/> Clarifications (if Applicable)
<input checked="" type="checkbox"/> Meets SRF Program Requirements		<input checked="" type="checkbox"/> MBE/WBE/DBE Participation

Bidder’s Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/2023 No. _____ Dated _____

No. 2 Dated 2/01/2023 No. _____ Dated _____

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	I&C Package Complete	1	LS	\$ <u>312,681.00</u>	\$ <u>312,681.00</u>
2.	Start-Up On-Site	10	DAYS	\$ <u>1,692.00</u>	\$ <u>16,920.00</u>
3.	Performance & Payment Bonds	1	LS	\$ <u>6,487.00</u>	\$ <u>6,487.00</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>336,188.00</u>

Three Hundred Thirty-six Thousand, One Hundred Eighty-eight Dollars and Zero Cents.

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A1: Lift Station No. 1 Modifications	1	LS	\$ <u>00.00</u>
2.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ <u>7,976.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES *

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Field Instruments Submittal Package	14 Weeks
2.	PLC Programming Submittal Package	14 Weeks
3.	Field Instruments Lead Time	10 Weeks
4.	Control Panel Modification Hardware Lead Time	10 Months

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Dennis McGee

Signature

Dennis McGee / Business Development Manager

Print Name / Title

02/07/2023

Date

** NOTES - SCHEDULED LEAD TIMES FOR DELIVERABLES*

- 1) *Lead Time for Panels and Instruments is based on approved Submittals.*
- 2) *Panel Construction, and Existing-Panel-Modification, and resultant Delivery to site is impeded by volatile PLC / modules availability and lead-time.*

ELECTRICAL SUBCONTRACTOR

Subcontractor Bid Evaluation and Comparison Sheet
Trade Description: Bid Package 16 - Electrical Subcontractor
Project Name: Bates Ave WWTP Expansion
Owner: City of Eustis
Bid Date: Tuesday February 7, 2023

Scope Item Description	Sinns & Thomas		Electric Services Inc.		Chinchor		Company	
	Mike Seiple		Caleb Hyatt		Don Hasco		Contact Name	
	407-696-6042		352-787-1322		386-774-1020		Phone Number	
Base Bid Before Alternates		\$ 897,921.00		\$ 1,200,100.00		\$ 982,767.00		\$ -
Electrical Installation and No-Gear Material		\$ 806,000.00		\$ 1,067,500		\$ 857,177.00		
Electrical Gear		\$ 83,000.00		\$ 120,500		\$ 116,490.00		
Payment and Performance Bonds		\$ 8,821.00		\$ 12,000		\$ 9,000.00		
Indemnification		\$ 100.00		\$ 100		\$ 100.00		
Alternates								
Alternate A: Lift Station Modifications		\$ 67,900.00		138,000		100,000		
Alternate B: Clarifier #4		\$ 81,100.00		89,500		87,995		
Bid Document Requirements								
Bid Form		YES		YES		YES		
Clarifications / Exceptions		NO		YES		NO		
Acknowledged Addenda		YES		YES		YES		
Additional Notes								
SUBTOTAL:		\$ 1,046,921.00		\$ 1,427,600		\$ 1,170,762		\$ -
Bond Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:		\$ -						
Total Adjusted Scope:		\$ 1,046,921.00		\$ 1,427,600		\$ 1,170,762		\$ -
Recommendation: Sinns & Thomas		\$ 1,046,921.00		\$ 1,427,600.00		\$ 1,170,762.00		\$ -

Recommend award to Sinns & Thomas as the lowest responsive bidder. *There are VE Options available to value of \$7,100 from Sinns & Thomas in the form of concrete caps instead of encased concrete (\$1,900) and using THHN conductor instead of XHHW (\$5,200) .*

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Electrical
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Chinchor Electric
 Contact Name: Don Hasco Title: Director of Operations
 Address: 1460 South Leavitt Ave
Orange City, FL 32763
 Phone Number: (386)774-1020 Fax: (386)774-7223

Bid Proposal Documentation Checklist (check all that apply):

<input checked="" type="checkbox"/>	Bid Form	<input type="checkbox"/>	Value Engineering Proposal
<input checked="" type="checkbox"/>	Sanctions and Litigation	<input checked="" type="checkbox"/>	List of Subcontractors
<input checked="" type="checkbox"/>	Licenses (As Applicable)	<input checked="" type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	Proof of Bonding Capability	<input type="checkbox"/>	Clarifications (if Applicable)
<input type="checkbox"/>	Meets SRF Program Requirements	<input type="checkbox"/>	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/2023 No. 2 Dated 2/1/2023

No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Electrical Installation & Non-Gear Material	1	LS	\$ <u>857,177.00</u>	\$ <u>857,177.00</u>
2.	Electrical Gear	1	LS	\$ <u>116,490.00</u>	<u>116,490.00</u>
3.	Performance & Payment Bonds	1	LS	\$ <u>9,000.00</u>	\$ <u>9,000.00</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>982,767.00</u>

Nine hundred eighty two thousand seven hundred sixty seven

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)


BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No. 1 Modifications	1	LS	\$ <u>0</u> (Budget Proposal is attached)
2.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ <u>87,995.00</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	56-84
2.	Cable & Conduit Lead Time	60-120
3.	VFD Gear Lead Time	150
4.	MCC Breaker(s) Lead Time	30

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

 <hr/> Signature	<u>Don Hasco/Director of Operations</u> Print Name / Title	<u>2/7/2023</u> Date
--	---	-------------------------

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Electrical
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Electric Services, Inc.
 Contact Name: Caleb Hyatt Title: Estimator/PM
 Address: 2746 US HWY 441
Leesburg, FL 34748
 Phone Number: (352) 787-1322 Fax: (352) 787-7871

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input checked="" type="checkbox"/> Sanctions and Litigation | <input checked="" type="checkbox"/> List of Subcontractors |
| <input checked="" type="checkbox"/> Licenses (As Applicable) | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Proof of Bonding Capability | <input checked="" type="checkbox"/> Clarifications (if Applicable) |
| <input checked="" type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 01/30/2023 No. 2 Dated 02/01/2023
 No. N/A Dated N/A No. N/A Dated N/A

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Electrical Installation & Non-Gear Material	1	LS	\$ 1,067,500.00	\$ 1,067,500.00
2.	Electrical Gear	1	LS	\$ 120,500.00	120,500.00
3.	Performance & Payment Bonds	1	LS	\$ 12,000.00	\$ 12,000.00
4.	Indemnification	1	LS	\$ 100.00	\$ 100.00
				Total Base Bid:	\$ 1,200,100.00

One Million Two Hundred Thousand One Hundred Dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
Budget 1.	Bid Alt A: Lift Station No. 1 Modifications	1	LS	\$ 138,000.00
ADD 2.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ 89,500.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	4-6 Weeks
2.	Cable & Conduit Lead Time	6-12 Weeks
3.	VFD Gear Lead Time	32 to 36 Weeks
4.	MCC Breaker(s) Lead Time	8-12 Weeks

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Greg Kirk
Signature

Signature

Greg Kirk/ Chief Estimator

Print Name / Title

2/07/2023

Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Electrical
 To: William Marshall, P.E. – Senior Preconstruction Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Sinns and Thomas Electrical Contractors, Inc.
 Contact Name: Kyle Sinns Title: Project Manager
 Address: 1030 Ridge Street, Winter Springs, FL 32708
 Phone Number: 407-795-5330 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | | | |
|-------------------------------------|--------------------------------|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Bid Form | <input checked="" type="checkbox"/> | Value Engineering Proposal |
| <input type="checkbox"/> | Sanctions and Litigation | <input checked="" type="checkbox"/> | List of Subcontractors |
| <input checked="" type="checkbox"/> | Licenses (As Applicable) | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | Proof of Bonding Capability | <input type="checkbox"/> | Clarifications (if Applicable) |
| <input checked="" type="checkbox"/> | Meets SRF Program Requirements | <input type="checkbox"/> | MBE/WBE/DBE Participation |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/23 No. 2 Dated 2/1/23

No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Electrical Installation & Non-Gear Material	1	LS	\$ <u>806,000.00</u>	\$ <u>806,000.00</u>
2.	Electrical Gear	1	LS	\$ <u>83,000.00</u>	<u>83,000.00</u>
3.	Performance & Payment Bonds	1	LS	\$ <u>8,821.00</u>	\$ <u>8,821.00</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>897,921.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

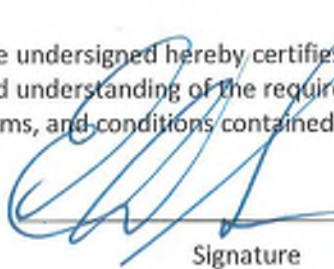
BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Bid Alt A: Lift Station No. 1 Modifications	1	LS	\$ <u>67,900</u>
2.	Bid Alt B: Secondary Clarifier #4	1	LS	\$ <u>81,100</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	84
2.	Cable & Conduit Lead Time	28
3.	VFD Gear Lead Time	350
4.	MCC Breaker(s) Lead Time	112

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Eric D. Sinns/President

Print Name / Title

2/7/23

Date

VERTICAL TURBINE PUMPS

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description: **Bid Package 5 - VT Pumps**
 Project Name: **Bates Ave WWTP Expansion**
 Owner: **City of Eustis**
 Bid Date: **Tuesday February 7, 2023**

Scope Item Description	Flow Serve		Barney's Pumps		Hudson Pump		
	Brandon Lang		Matt Curis		Robert Maxwell		
	813-287-0709		863-665-8500		863-559-3421		
Base Bid Before Alternates		\$ 75,600.00		\$ 108,697.00		\$ 65,850.00	\$ -
VT pump		\$ 72,000.00		\$ 108,597.00		\$ 65,750.00	
Additional Start-up Days		\$ 3,500.00		NA		Included	
Indemnification		\$ 100.00		\$ 100.00		\$ 100.00	
Alternates							
Bid Document Requirements							
Bid Form		YES		NO			
Clarifications / Exceptions		YES		YES			
Acknowledged Addenda		YES		NO			
Additional Notes							
SUBTOTAL:		\$ 75,600.00		\$ 108,697.00		\$ 65,850.00	\$ -
Tax Adjustment (If not Included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0% \$ -
Total Adjusted Scope:		\$ 75,600.00		\$ 108,697.00		\$ 65,850.00	\$ -
Recommendation: Hudson Pump		\$ 75,600.00		\$ 108,697.00		\$ 65,850.00	\$ -

Recommend award to **Hudson Pump** as the lowest responsive bidder.



BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Line Shaft Vertical Turbine Pump
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Hudson Pump and Equipment
 Contact Name: Robert Maxwell Title: Account Manager
 Address: 3524 Craftsman Blvd
Lakeland FL 33808
 Phone Number: 863-559-3421 Fax: 863-666-5649

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30 No. _____ Dated _____
 No. 2 Dated 2/1 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet



all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

- 7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- 8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
- 9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

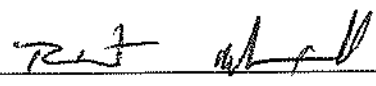
Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Vertical Turbine Pump	1	LS	\$ 65,750 ⁰⁰	\$ 65,750 ⁰⁰
2.	Additional Start-Up Days On-Site	1	LS	\$ incl	\$ incl
3.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 65,850⁰⁰

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS) sixty five thousand eight hundred and fifty dollars

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package - Complete	42-56 days
2.	Vertical Turbine Pump (Release to Delivery)	210-238 days

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.


Robert Maxwell
Account Manager
2-7-23
 Signature Print Name / Title Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Line Shaft Vertical Turbine Pump
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Barney's Pumps, Inc.
 Contact Name: Matt Curls Title: Account Manager
 Address: Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812
Mailing: PO Box 3529, Lakeland, FL 33802
 Phone Number: 863-665-8500 Fax: 863-666-3858

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input checked="" type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. <u>1</u> Dated <u>1/30/23</u>	No. _____ Dated _____
No. <u>2</u> Dated <u>2/1/23</u>	No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet



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9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Vertical Turbine Pump	1	LS	\$ 108,597.00	\$ 108,597.00
2.	Additional Start-Up Days On-Site	1	LS	\$ N/A	\$ N/A
3.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 108,697.00

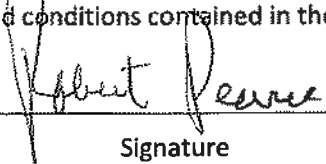
One hundred eight thousand six hundred ninety seven dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package - Complete	56
2.	Vertical Turbine Pump (Release to Delivery)	210

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



 Signature

ROBERT PEARCE / PRESIDENT

 Print Name / Title

2/17/2023

 Date

VE Option:
 Pump discharge head & sole plate converted to cast iron, motor converted to vertical hollow shaft, and eliminate spacer coupling. Deduct \$14,000.00 from bid price



BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Line Shaft Vertical Turbine Pump
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Carter + VerPlanch, a DXP company
 Contact Name: Brandon Lang Title: Regional Manager
 Address: 4910 W. Cypress St.
Tampa, FL 33607
 Phone Number: 813-287-0709 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

<input checked="" type="checkbox"/>	Bid Form	<input type="checkbox"/>	Value Engineering Proposal
<input type="checkbox"/>	Sanctions and Litigation	<input type="checkbox"/>	List of Subcontractors
<input type="checkbox"/>	Licenses (As Applicable)	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	Proof of Bonding Capability	<input type="checkbox"/>	Clarifications (If Applicable)
<input type="checkbox"/>	Meets SRF Program Requirements	<input type="checkbox"/>	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 01/30/23 No. _____ Dated _____

No. 2 Dated 02/01/23 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet



all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

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- 8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
- 9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Vertical Turbine Pump	1	LS	\$ <u>72,000.00</u>	\$ <u>72,000.00</u>
2.	Additional Start-Up Days On-Site	1	LS	\$ <u>3,500.00</u>	\$ <u>3,500.00</u> per spec
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>75,600.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package - Complete	<u>56</u>
2.	Vertical Turbine Pump (Release to Delivery)	<u>168</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature

Brandon Lang / Regional Manager 02/07/23

Print Name / Title

Date

DISC FILTERS

Subcontractor Bid Evaluation and Comparison Sheet
Trade Description: Bid Package 12 - Filters
Project Name: Bates Ave WWTP Expansion
Owner: City of Eustis
Bid Date: Tuesday February 7, 2023

Scope Item Description	Beacon		Aqua Aerobics		Company		Company	
	Stuart Humphries				Contact Name		Contact Name	
	843-481-4470				Phone Number		Phone Number	
Base Bid Before Alternates	\$	724,432.00	\$	678,860.00	\$	-		
Disk Filter	\$	679,932.00	\$	612,870.00				
Startup Days	\$	44,400.00	\$	65,890.00				
Indemnification	\$	100.00	\$	100.00				
Alternates								
Extra 90 day validity			\$	7,760.00				
Bid Document Requirements								
Bid Form		YES		YES				
Clarifications / Exceptions		YES		YES				
Acknowledged Addenda		YES		YES				
Additional Notes								
SUBTOTAL:	\$	724,432.00	\$	686,620.00	\$	-	\$	-
Tax Adjustment	7.0%	\$ 50,710	7.0%	\$ 48,063	0.0%	\$ -	0.0%	\$ -
Total Adjusted Scope:	\$	775,142.24	\$	734,683.40	\$	-	\$	-
Recommendation: Aqua Aerobics/Envirsales	\$	775,142.24	\$	734,683.40	\$	-		

Recommend award to **Aqua Aerobics/Envirsales** as the lowest responsive bidder.

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Disk Filter Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Aqua Aerobic Systems, Inc.
 Contact Name: Harrison DeBruler Title: Project Applications Engineer
 Address: 6306 N. Alpine Road Loves Park, IL 61111-7655
 Phone Number: 815-639-4525 Fax: 815-654-8258

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Suppliers |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents. * *See attached TandC Rider*
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/23 No. _____ Dated _____
 No. 2 Dated 2/1/23 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet



all milestone dates detailed therein. Bidder understands that time is of the essence* and any delays in completion of any portion of the Work may result in damages. *See attached T&C Rider

- 7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- 8. This Bid Proposal will remain open for acceptance by the CMAR for a period of ~~one hundred and eighty (180)~~ ^{Ninety 90} days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
- 9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Disk Filter Package	X 4	LS	\$ NA	\$ 612,870
2.	Startup Days* * Plus associated trips	X 24	DY	\$ NA	\$ 65,890
3..	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 678,860

Six Hundred Seventy-Eight Thousand Eight Hundred Sixty
 (TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

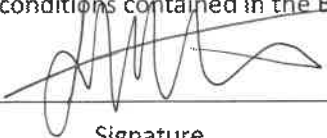
BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	DXA Additional 90 days Validity	1	LS	\$ 7,760

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	<u>See Proposal Notes</u>
2.	Delivery of Filter and Accessories	<u>See Proposal Notes</u>
3.	Delivery of Control Panels and Electrical Components	<u>See Proposal Notes</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

JAMES HEDON VP

Print Name / Title

2-7-23

Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Disk Filter Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Beacon Water Technologies LLC
 Contact Name: Stuart F. Humphries Title: CEO and Director, Filtration Technologies
 Address: P.O. Box 22097
Charleston, SC 29413
 Phone Number: (843) 481-4470 Fax: N/A

Bid Proposal Documentation Checklist (check all that apply):

<input checked="" type="checkbox"/>	Bid Form	<input type="checkbox"/>	Value Engineering Proposal
<input type="checkbox"/>	Sanctions and Litigation	<input checked="" type="checkbox"/>	List of Suppliers
<input type="checkbox"/>	Licenses (As Applicable)	<input checked="" type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	Proof of Bonding Capability	<input checked="" type="checkbox"/>	Clarifications (if Applicable)
<input checked="" type="checkbox"/>	Meets SRF Program Requirements	<input type="checkbox"/>	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 01/30/2023 No. _____ Dated _____

No. 2 Dated 02/01/2023 No. _____ Dated _____

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Disk Filter Package	1	LS	\$ <u>LOT</u>	\$ <u>679,932.00</u> ^{1,2}
2.	Startup Days	6	DY	\$ <u>LOT</u>	\$ <u>44,400.00</u> ³
3..	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>724,432.00</u> ¹

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES					
Item No.	Brief Description of Item	QTY	UM		Total Price
1.	N/A	1	LS		\$

¹ Valid for 90 days starting 02/07/2023. Price validity from 91-180 days requires increase of Item 1 amount by 5%.

² Includes sales tax of 7%, freight (\$6,000.00) non-taxable.

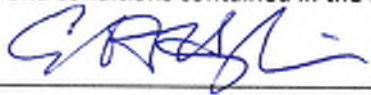
³ (12) service trips and (24) total service days included in bid (11376 3.2 plus BM 6.1.1.o). Further service offered at \$2,000.00 per trip plus \$1,000.00 per 8-hour day on-site.

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	60
2.	Delivery of Filter and Accessories	120*
3.	Delivery of Control Panels and Electrical Components	140*

*following Beacon receipt of submittal approval

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Stuart F. Humphries, CEO

Print Name / Title

02/07/2023

Date

SECONDARY CLARIFIER EQUIPMENT

Subcontractor Bid Evaluation and Comparison Sheet
Trade Description: Bid Package 10 - Clarifier
Project Name: Bates Ave WWTP Expansion
Owner: City of Eustis
Bid Date: Tuesday February 7, 2023

Scope Item Description	Wetech Engineering		Ovivo		Company		Company	
	Mitch Matthews		Gerald Mendez		Contact Name		Contact Name	
	801-265100		813-625-3318		Phone Number		Phone Number	
Base Bid Before Alternates	\$	462,071.00	\$	440,498.00				
Clarifier Weirs and Baffles	\$	450,119.00	\$	420,398.00				
Start-up and Testing	\$	11,852.00	\$	20,000.00				
Indemnification	\$	100.00	\$	100.00				
Alternates								
Bid Document Requirements								
Bid Form		YES		YES				
Clarifications / Exceptions		YES		NO				
Acknowledged Addenda		YES		YES				
Additional Notes								
Peachtree is not AIS?								
SUBTOTAL:	\$	462,071.00	\$	440,498.00	\$	-	\$	-
Bond Adjustment (if not included):	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	462,071.00	\$	440,498.00	\$	-	\$	-
Recommendation: Ovivo	\$	462,071.00	\$	440,498.00				

Recommend award to **Ovivo** as the lowest responsive bidder.

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Circular Clarifier Sludge Collection Equipment Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Ovivo USA
 Contact Name: Gerald Mendez Title: Sales Engineer
 Address: 4246 Riverboat Rd, Suite 300
Salt Lake City, UT 84123-2583
 Phone Number: 813-625-3318 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Suppliers |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder’s Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1 / 30 / 2023 No. _____ Dated _____

No. 2 Dated 2 / 1 / 2023 No. _____ Dated _____

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt B: Clarifier, Weirs, and Baffles	1	LS	\$ <u>420,398.20</u>	\$ <u>420,398.20</u>
2.	Bid Alt B: Startup and Testing	1	LS	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
3.	Bid Alt B: Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ 440,498.20

four hundred forty thousand, four hundred ninety-eight dollars, twenty cents

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

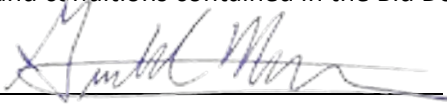
BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	N/A	1	LS	\$ 50.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	56
2.	Delivery of Clarifier Equipment (Release to Delivery)	168
3.	Delivery of Control Panel (Release to Delivery)	168

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Gerald Mendez / Director of Engineering

Print Name / Title

2 / 7 / 2023

Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Circular Clarifier Sludge Collection Equipment Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: WesTech Engineering, LLC
 Contact Name: Mitch Matthews Title: Regional Sales Manager
 Address: 3665 S West Temple, Salt Lake City, UT 84115

 Phone Number: (801)265-1000 Fax: (801)265-1080

Bid Proposal Documentation Checklist (check all that apply):

- | | | | |
|-------------------------------------|--------------------------------|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Bid Form | <input type="checkbox"/> | Value Engineering Proposal |
| <input type="checkbox"/> | Sanctions and Litigation | <input type="checkbox"/> | List of Suppliers |
| <input type="checkbox"/> | Licenses (As Applicable) | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | Proof of Bonding Capability | <input checked="" type="checkbox"/> | Clarifications (if Applicable) |
| <input type="checkbox"/> | Meets SRF Program Requirements | <input type="checkbox"/> | MBE/WBE/DBE Participation |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/2023 No. 2 Dated 2/1/2023
 No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Bid Alt B: Clarifier, Weirs, and Baffles	1	LS	\$ 450,119	\$ 450,119
2.	Bid Alt B: Startup and Testing	1	LS	\$ 11,852	\$ 11,852
3.	Bid Alt B: Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 462,071
Taxes NOT included					

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

Four hundred sixty-two thousand seventy-one dollars

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	N/A	1	LS	\$



SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	56-70 days
2.	Delivery of Clarifier Equipment (Release to Delivery)	168-182 days
3.	Delivery of Control Panel (Release to Delivery)	168-182 days

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety. **See Clarifications Section for Deviations**


Signature

MARK FISHER EXEC. VICEPRES 2/7/2023
Print Name / Title Date

SUBMERSIBLE PROPELLOR PUMPS

Subcontractor Bid Evaluation and Comparison Sheet
Trade Description: Bid Package 7 - Submersible Propeller Pumps
Project Name: Bates Ave WWTP Expansion
Owner: City of Eustis
Bid Date: Tuesday February 7, 2023

Scope Item Description	Flygt		ABS Hydra Service		Barney's Pumps		Company	
	Robert Simcox		Dale Jahn		Matt Curis		Contact Name	
	407-553-4185		407-330-3456		863-665-8500		Phone Number	
Base Bid Before Alternates	\$	93,725.00	\$	77,715.00	\$	115,725.00		
Submersible Propeller Pump Package	\$	78,900.00	\$	68,224.00	\$	99,375.00		
Portable Hoist/Winch	\$	10,000.00	\$	9,391.00	\$	11,750.00		
Start-up and Testing	\$	4,725.00		included	\$	4,500.00		
Indemnification	\$	100.00	\$	100.00	\$	100.00		
Alternates								
Bid Document Requirements								
Bid Form		YES		yes		YES		
Clarifications / Exceptions		YES		yes		YES		
Acknowledged Addenda		YES		yes		YES		
Additional Notes/Value Engineering								
SUBTOTAL:	\$	93,725.00	\$	77,715.00	\$	115,725	\$	-
Tax Adjustment:	7.0%	\$ 6,561	7.0%	\$ 5,440	7.0%	\$ 8,101	\$	-
Total Adjusted Scope:	\$	100,285.75	\$	83,155.05	\$	123,825.75	\$	-
Recommendation: ABS Hydra Service	\$	100,285.75	\$	83,155.05	\$	123,825.75		

Recommend award to **ABS Hydra Service** as the lowest responsive bidder. **ABS carrying 12 month warranty. Barney's Pumps carrying 60 month warranty.**

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Submersible Propeller Pump Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: XYLEM INC. / FLYGT PRODUCTS
 Contact Name: Robert Simcox Title: Direct sales
 Address: 455 Harvest Time Drive, Sanford, FL 32771
 Phone Number: 407-553-4185 Fax: 407-880-2962

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Suppliers |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/2023 No. 2 Dated 2/1/2023
 No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submersible Propeller Pump Package	1	LS	\$ 78,900.00	\$ 78,900.00
2.	Portable Hoist/Winch (per 14321)	1	LS	\$ 10,000.00	\$ 10,000.00
3.	Startup and Testing	3	DY	\$ 1,575.00	\$ 4,725.00
4.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 93,725.00

NINETY THREE THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	N/A	1	LS	\$

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	30 Days
2.	Delivery of Pump Lifting System, Hardware, and Accessories (Release to Delivery)	16 Weeks
3.	Delivery of Pumps (Release to Delivery)	19 weeks

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

<u>Robert Simcox</u>	<u>Robert Simcox / Direct Sales</u>	<u>2/7/2023</u>
Signature	Print Name / Title	Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Submersible Propeller Pump Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Barney's Pumps, Inc.
 Contact Name: Matt Curls Title: Account Manager
 Address: Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812
Mailing: PO Box 3529, Lakeland, FL 33802
 Phone Number: 863-665-8500 Fax: 863-666-3858

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Suppliers |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/23 No. _____ Dated _____

No. 2 Dated 2/1/23 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submersible Propeller Pump Package	1	LS	\$ 99,375.00	\$ 99,375.00
2.	Portable Hoist/Winch (per 14321)	1	LS	\$ 11,750.00	\$ 11,750.00
3.	Startup and Testing	3	DY	\$ 1,500.00	\$ 4,500.00
4.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 115,725.00

One hundred fifteen thousand seven hundred twenty five dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	N/A	1	LS	\$



SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	48
2.	Delivery of Pump Lifting System, Hardware, and Accessories (Release to Delivery)	224
3.	Delivery of Pumps (Release to Delivery)	224

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Robert Pearce
Signature

ROBERT PEARCE / PRESIDENT
Print Name / Title

2/7/2023
Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Submersible Propeller Pump Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Hydra Service (S)
 Contact Name: Date Jahn Title: District Sales Manager
 Address: 250 Springview Commerce Drive
Debarry, Florida 32713
 Phone Number: 407-330-3456 Fax: 407-330-3404

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Suppliers |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input checked="" type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 01/30/2023 No. _____ Dated _____
 No. 2 Dated 02/01/2023 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submersible Propeller Pump Package	1	LS	\$ <u>68,223.90</u>	\$ <u>68,223.90</u>
2.	Portable Hoist/Winch (per 14321)	1	LS	\$ <u>9,391.41</u>	\$ <u>9,391.41</u>
3.	Startup and Testing	3	DY	\$ <u>Inc.</u>	\$ <u>Inc.</u>
4.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>77,715.31</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	N/A	1	LS	\$ <u>N/A</u>

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	<u>3-4 weeks</u>
2.	Delivery of Pump Lifting System, Hardware, and Accessories (Release to Delivery)	<u>12-14 weeks</u>
3.	Delivery of Pumps (Release to Delivery)	<u>12-14 weeks</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.


Signature

Dele Jahn / District Sales Mgr.
Print Name / Title

02/07/2023
Date

ROTARY LOBE PUMPS

PER 3/2/2023 REVIEW
MEETING, NOT A
PART OF GMP (TYP)

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description: **Bid Package 8 - Rotary Lobe Pump**
 Project Name: **Bates Ave WWTP Expansion**
 Owner: **City of Eustis**
 Bid Date: **Tuesday February 7, 2023**

Scope Item Description	Beorger (MKS)		Barney's Pumps		Company	
	Gerald Daboub		Matt Curis		Contact Name	
	612-435-7326		863-665-8500		Phone Number	
Base Bid Before Alternates	\$	17,376.00	\$	52,277.00	\$	-
Rotary Lobe Scum Pump Package	\$	15,276.00	\$	49,177.00		
Training	\$	2,000.00	\$	3,000.00		
Indemnification	\$	100.00	\$	100.00		
Alternates						
Bid Document Requirements						
Bid Form		YES		YES		YES
Clarifications / Exceptions		NO		YES		YES
Acknowledged Addenda		YES		YES		YES
Additional Notes						
SUBTOTAL:	\$	17,376.00	\$	52,277.00	\$	-
Tax Adjustment (If not Included):	7.0%	\$ 1,216	7.0%	\$ 3,659	0.0%	\$ -
Total Adjusted Scope:	\$	18,592.32	\$	55,936.39	\$	-
Recommendation: Beorger (MKS)	\$	18,592.32	\$	55,936.39	\$	-

Recommend award to **Beorger (MKS)** as the lowest responsive bidder. **Barney's Pump** provided VE option of \$5,000 however this did not alter the recommendation

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Rotary Lobe Scum Pump Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Barney's Pumps, Inc.
 Contact Name: Matt Curls Title: Account Manager
 Address: Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812
Mailing: PO Box 3529, Lakeland, FL 33802
 Phone Number: 863-665-8500 Fax: 863-666-3858

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input checked="" type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Suppliers |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/23 No. _____ Dated _____

No. 2 Dated 2/1/23 No. _____ Dated _____

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Rotary Lobe Scum Pump Package	1	LS	\$ 49,177.00	\$ 49,177.00
2.	Training	2	DY	\$ 1,500.00	\$ 3,000.00
3.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 52,277.00

Fifty two thousand two hundred seventy seven

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
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VE Option:
Use LobePro model S16P in lieu of specified model SM34. Deduct \$5,000.00 from bid price



SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	48
2.	Delivery of Pump, Frame and Appurtenances	112

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Robert Pearce
Signature

ROBERT PEARCE / PRESIDENT
Print Name / Title

2/7/2023
Date



BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Rotary Lobe Scum Pump Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Boenser LLC
 Contact Name: Gerald DaBoub Title: Regional Sales Manager
 Address: 2860 Water Tower Place
Chanhassen, MN 55317
 Phone Number: 612-435-7326 Fax: 612-435-7326

Bid Proposal Documentation Checklist (check all that apply):

<input checked="" type="checkbox"/>	Bid Form	<input type="checkbox"/>	Value Engineering Proposal
<input type="checkbox"/>	Sanctions and Litigation	<input type="checkbox"/>	List of Suppliers
<input type="checkbox"/>	Licenses (As Applicable)	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	Proof of Bonding Capability	<input type="checkbox"/>	Clarifications (if Applicable)
<input type="checkbox"/>	Meets SRF Program Requirements	<input type="checkbox"/>	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/2023 No. 2 Dated 2/1/2023

No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet



all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Rotary Lobe Scum Pump Package	1	LS	\$ <u>15,276.00</u>	\$ <u>15,276.00</u>
2.	Training	2	DY	\$ <u>1,000.00</u>	\$ <u>2,000.00</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>17,376.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES					
Item No.	Brief Description of Item	QTY	UM		Total Price
1.	N/A	1	LS		\$

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	<u>14-21 days</u>
2.	Delivery of Pump, Frame and Appurtenances	<u>56-70 days</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Cameron Young
Process Rep.

Print Name / Title

2/7/2023

Date

HIGH SPEED CENTRIFUGAL BLOWERS

Subcontractor Bid Evaluation and Comparison Sheet
Trade Description: Bid Package 11 - Blowers
Project Name: Bates Ave WWTP Expansion
Owner: City of Eustis
Bid Date: Tuesday February 7, 2023

Scope Item Description	Aerzen							
	Aaron Groover							
	470-867-3638							
Base Bid Before Alternates	\$	133,632.00	\$	-	\$	-	\$	-
High Speed Blower	\$	123,882.00						
Additional Start-up Days	\$	9,650.00			\$	-	\$	-
Indemnification	\$	100.00			\$	-	\$	-
Alternates								
Bid Document Requirements								
Bid Form		YES		YES			NO	
Clarifications / Exceptions		YES		NO			YES	
Acknowledged Addenda		YES		YES			NO	
Additional Notes								
SUBTOTAL:	\$	133,632.00	\$	-	\$	-	\$	-
Tax Adjustment (If not Included):	7.0%	\$ 9,354	0.0%	\$ -	5.0%	\$ -	5.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	142,986.24	\$	-	\$	-	\$	-
Recommendation: Aerzen	\$	142,986.24	\$	-	\$	-	\$	-

Recommend award to- **Aerzen**

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: High Speed Centrifugal Blower
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Aerzen USA Corp.
 Contact Name: Aaron Groover Title: Regional Sales Manager
 Address: 108 Independence Way, Coatesville, PA 19320
 Phone Number: (470) 867-3638 Fax: (610) 380-0278

Bid Proposal Documentation Checklist (check all that apply):

- | | | | |
|-------------------------------------|--------------------------------|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Bid Form | <input checked="" type="checkbox"/> | Value Engineering Proposal |
| <input type="checkbox"/> | Sanctions and Litigation | <input type="checkbox"/> | List of Subcontractors |
| <input type="checkbox"/> | Licenses (As Applicable) | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | Proof of Bonding Capability | <input checked="" type="checkbox"/> | Clarifications (if Applicable) |
| <input checked="" type="checkbox"/> | Meets SRF Program Requirements | <input type="checkbox"/> | MBE/WBE/DBE Participation |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 01-30-23 No. _____ Dated _____
 No. 2 Dated 02-01-23 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	High Speed Centrifugal Blower Package	1	LS	\$ <u>-</u>	\$ <u>123,882*</u>
2.	Additional Start-Up Days	1	DY	\$ <u>-</u>	\$ <u>9,650**</u>
3.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>133,632</u>

* Includes performance and payment bond cost

** Per the spec, field service is for 1 trip/3 days for installation inspection & startup and 1 trip/1 day for post startup visit

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Blower Submittal Package - Complete	<u>30 business days</u>
2.	Control Panel Lead Time (Release to Delivery)	<u>160 business days*</u>
3.	Blower Lead Time (Release to Delivery)	<u>160 business days*</u>

* Lead time can be potentially be improved upon depending on current production schedule at time of purchase.

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Signature

Kurt Erickson/VP of Sales

Print Name / Title

02/06/23

Date

SUBMERIBLE MIXERS

Subcontractor Bid Evaluation and Comparison Sheet
Trade Description: Bid Package 6 - Submersible Mixers
Project Name: Bates Ave WWTP Expansion
Owner: City of Eustis
Bid Date: Tuesday February 7, 2023

Scope Item Description	ABS/ Hydra Services		Xylem Flygt		Barney's Pumps		Company	
	Dale Jahn		Cameron Young		Matt Curis		Contact Name	
	407-790-9751		407-805-0063		863-665-8500		Phone Number	
Base Bid Before Alternates	\$	71,452.00	\$	107,100.00	\$	94,525.00		
Bid Item								
Submersible Mechanical Mixer Package	\$	57,364.00	\$	79,000.00	\$	69,085.00		
Mixer Control Panel	\$	13,988.00	\$	25,000.00	\$	25,340.00		
Additional Start-up Days		na	\$	1,500.00	\$	-		
Year-1 Service Call		na	\$	1,500.00	\$	-		
Indemnification	\$	100.00	\$	100.00	\$	100.00		
Alternates								
Additional Start-up Days	\$	925.00						
Year-1 Service Call	\$	1,500.00						
Mixer Control Panel Delta	\$	12,000.00						
Bid Document Requirements								
Bid Form		yes		YES		Yes		
Clarifications / Exceptions		yes		No		Yes		
Acknowledged Addenda		yes		Yes		Yes		
Additional Notes								
SUBTOTAL:	\$	85,877.00	\$	107,100.00	\$	94,525.00	\$	-
Tax Adjustment (If not Included):	7.0%	\$ 6,011	7.0%	\$ 7,497	7.0%	\$ 6,617	0.0%	\$ -
Total Adjusted Scope:	\$	91,888.39	\$	114,597.00	\$	101,141.75	\$	-
Recommendation: Hydra Service	\$	91,888.39	\$	114,597.00	\$	101,141.75		

Recommend award to **ABS Hydra Service** as the lowest responsive bidder. *Mixer control panel does not include Sunshield, PLC, HMI, programming or integration or UPS. Mixer warranty is 1 year from date of installation.*

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Submersible Mechanical Mixers
 To: William Marshall – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Barney's Pumps, Inc.
 Contact Name: Matt Curls Title: Account Manager
 Address: Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812
Mailing: PO Box 3529, Lakeland, FL 33802
 Phone Number: 863-665-8500 Fax: 863-666-3858

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/23 No. _____ Dated _____

No. 2 Dated 2/1/23 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet



Submersible Mechanical Mixers | Bid Form

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

- 7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- 8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
- 9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submersible Mechanical Mixer Package	1	LS	\$ 69,085.00	\$ 69,085.00
2.	Mixer Control Panel	1	LS	\$ 25,340.00	\$ 25,340.00
3.	Additional Start-Up Days	1	LS	\$ N/A	\$ N/A
4.	Year-1 Service Call	1	LS	\$ N/A	\$ N/A
5.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 94,525.00

Ninety four thousand five hundred twenty five dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submersible Mixer Submittal Package	48
2.	Submersible Mixer (Release to Delivery)	224
3.	Mixer Control Panel (Release to Delivery)	224

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature

ROBERT PEARCE / PRESIDENT
Print Name / Title

2/7/2023
Date



BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Submersible Mechanical Mixers
 To: William Marshall – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Xylem, Inc
 Contact Name: Colin Christie Title: Territory Sales Manager
 Address: 455 Harvest Time Drive
 Phone Number: 678-346-8581 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

<input checked="" type="checkbox"/>	Bid Form	<input type="checkbox"/>	Value Engineering Proposal
<input type="checkbox"/>	Sanctions and Litigation	<input type="checkbox"/>	List of Subcontractors
<input type="checkbox"/>	Licenses (As Applicable)	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	Proof of Bonding Capability	<input type="checkbox"/>	Clarifications (If Applicable)
<input type="checkbox"/>	Meets SRF Program Requirements	<input type="checkbox"/>	MBE/WBE/DBE Participation

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/2023 No. 2 Dated 2/1/2023
 No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet



Submersible Mechanical Mixers | Bid Form

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submersible Mechanical Mixer Package	1	LS	\$ <u>79,000.00</u>	\$ <u>79,000.00</u>
2.	Mixer Control Panel	1	LS	\$ <u>25,000.00</u>	\$ <u>25,000.00</u>
3.	Additional Start-Up Days	1	LS	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
4.	Year-1 Service Call	1	LS	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
5.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>107,100.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submersible Mixer Submittal Package	<u>25-42 days</u>
2.	Submersible Mixer (Release to Delivery)	<u>105-119 days</u>
3.	Mixer Control Panel (Release to Delivery)	<u>175-189 days</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Signature

Cameron Youngs / System Rep 2/7/2023

Print Name / Title

Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Submersible Mechanical Mixers
 To: William Marshall – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Hydra Service (s)
 Contact Name: Dale Jahn Title: District Sales Manager
 Address: 250 Springview Commerce Drive
DeBary, Florida 32713
 Phone Number: 407-330-3456 Fax: 407-330-3404

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Subcontractors |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input checked="" type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 01/30/2023 No. _____ Dated _____
 No. 2 Dated 02/01/2023 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

Submersible Mechanical Mixers | Bid Form

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Submersible Mechanical Mixer Package	1	LS	\$ 57,363.60	\$ 57,363.60
2.	Mixer Control Panel	1	LS	\$ 13,987.84	\$ 13,987.84
3.	Additional Start-Up Days	1	LS	\$ N/A	\$ N/A
4.	Year-1 Service Call	1	LS	\$ N/A	\$ N/A
5.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 71,451.44

Seventy One Thousand Four Hundred Fifty One + 44/100

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submersible Mixer Submittal Package	4-6 weeks
2.	Submersible Mixer (Release to Delivery)	12-14 weeks
3.	Mixer Control Panel (Release to Delivery)	16 weeks

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.


Signature

Dale M. John / District Sales Manager
Print Name / Title

02/07/2023
Date

FINE BUBBLE AERATION SYSTEMS

Subcontractor Bid Evaluation and Comparison Sheet
Trade Description: Bid Package 13 - Fine Bubble Aeration
Project Name: Bates Ave WWTP Expansion
Owner: City of Eustis
Bid Date: Tuesday February 7, 2023

Scope Item Description	Xylem		SSI Aeration		EDI/C&V		Company	
	Moss Kelley		Kiran Kumar Banala		Brandon Lang		Contact Name	
	Cameron Young		845-454-8171		813-287-0709		Phone Number	
	407-913-7177							
Base Bid Before Alternates	\$	65,067.00	\$	54,000.00	\$	53,600.00	\$	-
Fine Bubble Aeration System	\$	64,967.00	\$	53,900.00	\$	53,500.00		
Indemnification	\$	100.00	\$	100.00	\$	100.00		
Alternates								
Bid Document Requirements								
Bid Form		yes		NO				
Clarifications / Exceptions		no		NO				
Acknowledged Addenda		yes		NO				
Additional Notes								
SUBTOTAL:	\$	65,067.00	\$	54,000.00	\$	53,600.00	\$	-
Tax Adjustment (If not Included):	7.0%	\$ 4,555	7.0%	\$ 3,780	7.0%	\$ 3,752	0.0%	\$ -
Scope Adjustment:								
Total Adjusted Scope:	\$	69,621.69	\$	57,780.00	\$	57,352.00	\$	-
Recommendation: EDI/C&V	\$	69,621.69	\$	57,780.00	\$	57,352.00	\$	-

Recommend award to **EDI/C&V** as the lowest responsive bidder. **EDI start Up, commissioning and training, 12 month warranty, 50 spare diffusers, 5% diffuser plugs**

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Fine Bubble Aeration System Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Xylem Water Solutions USA, inc - Sanitaire
 Contact Name: Joe Ouellette Title: Territory Manger - Southeast
 Address: 247 W. Freshwater Way Suite 200
Milwaukee, WI 53204
 Phone Number: 414-216-4174 Fax: 414-365-2210

Bid Proposal Documentation Checklist (check all that apply):

- | | | | |
|-------------------------------------|--------------------------------|--------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Bid Form | <input type="checkbox"/> | Value Engineering Proposal |
| <input type="checkbox"/> | Sanctions and Litigation | <input type="checkbox"/> | List of Suppliers |
| <input type="checkbox"/> | Licenses (As Applicable) | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | Proof of Bonding Capability | <input type="checkbox"/> | Clarifications (if Applicable) |
| <input type="checkbox"/> | Meets SRF Program Requirements | <input type="checkbox"/> | MBE/WBE/DBE Participation |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/2023 No. 2 Dated 2/1/2023

No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Fine Bubble Aeration System	1	LS	\$ <u>64,967.00</u>	\$ <u>64,967.00</u>
2.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>65,067.00</u>

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	Sixty five thousand sixty-seven dollars	1	LS	\$ 65,067.00

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	<u>12 - 14 Weeks</u>
2.	Delivery of Metals and Support package	<u>12 - 14 Weeks</u>
3.	Delivery of Fine Bubble Aeration Piping & Accessories	<u>12 - 14 Weeks</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



Michael S Maierle

2/7/2023

Signature

Print Name / Title

Date



BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
Bid Package: Fine Bubble Aeration System Package
To: William Marshall, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: SSI Aeration Inc
Contact Name: Kiran Kumar Banala Title: Director of Application Engineering
Address: 4 Tucker Drive
Poughkeepsie, NY 12603
Phone Number: +1 845 454 8171 (Ext 308) Fax: 845 454 8094

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input checked="" type="checkbox"/> Sanctions and Litigation | <input checked="" type="checkbox"/> List of Suppliers |
| <input checked="" type="checkbox"/> Licenses (As Applicable) | <input checked="" type="checkbox"/> Certificate of Insurance |
| <input checked="" type="checkbox"/> Proof of Bonding Capability | <input checked="" type="checkbox"/> Clarifications (if Applicable) |
| <input checked="" type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. #1 Dated 01/30/2022 No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet



all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Fine Bubble Aeration System	1	LS	\$ 53,900.00	\$ 53,900.00
2.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 54,000.00

Fifty four thousand dollors

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	N/A	1	LS	\$



SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	3-4 Weeks
2.	Delivery of Metals and Support package	10-12 Weeks
3.	Delivery of Fine Bubble Aeration Piping & Accessories	14-16 Weeks

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Kiran Kumar Banala
Director of Application Engineering

02/06/2023

Signature

Print Name / Title

Date



BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Fine Bubble Aeration System Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Carter + Ven Planck, a DXP company
 Contact Name: Brandon Lang Title: Regional Manager
 Address: 4910 W. Cypress St.
Tampa, FL 33607
 Phone Number: 813-287-0709 Fax: _____

Bid Proposal Documentation Checklist (check all that apply):

<input checked="" type="checkbox"/> Bid Form	<input type="checkbox"/> Value Engineering Proposal
<input type="checkbox"/> Sanctions and Litigation	<input type="checkbox"/> List of Suppliers
<input type="checkbox"/> Licenses (As Applicable)	<input type="checkbox"/> Certificate of Insurance
<input type="checkbox"/> Proof of Bonding Capability	<input checked="" type="checkbox"/> Clarifications (If Applicable)
<input type="checkbox"/> Meets SRF Program Requirements	<input type="checkbox"/> MBE/WBE/DBE Participation

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 01/30/23 No. _____ Dated _____
 No. 2 Dated 02/01/23 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet



all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Fine Bubble Aeration System	1	LS	\$ 53,500.00	\$ 53,500.00
2.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 53,600.00

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES					
Item No.	Brief Description of Item	QTY	UM		Total Price
1.	N/A	1	LS		\$

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	<u>28</u>
2.	Delivery of Metals and Support package	<u>144</u>
3.	Delivery of Fine Bubble Aeration Piping & Accessories	<u>144</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.



 Signature

Brandon Lang / Regional Manager

Print Name / Title

02/07/23

Date

DRY PIT NON-CLOG CENTRIFUGAL PUMPS

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description: **Bid Package 9 - Dry Pit Submersible Pump**
 Project Name: **Bates Ave WWTP Expansion**
 Owner: **City of Eustis**
 Bid Date: **Tuesday February 7, 2023**

Scope Item Description	Flygt/Xylem		ABS / Hydra Service		Barney's Pumps		Company	
	Robert Simcox		Dale Jahn		Matt Curis		Contact Name	
	407-553-4185		407-330-3456		863-665-8500		Phone Number	
Base Bid Before Alternates	\$	138,300.00	\$	38,189.00	\$	58,425.00		
Dry Pit Submersible Pumps	\$	138,200.00	\$	38,089.00	\$	58,325.00		
Indemnification	\$	100.00	\$	100.00	\$	100.00		
Alternates								
Bid Document Requirements								
Bid Form		YES						
Clarifications / Exceptions		NO						
Acknowledged Addenda		YES						
Additional Notes								
SUBTOTAL:	\$	138,300.00	\$	38,189.00	\$	58,425	\$	-
Tax Adjustment (If not Included):	7.0%	\$ 9,681	7.0%	\$ 2,673	7.0%	\$ 4,090	0.0%	\$ -
Total Adjusted Scope:	\$	147,981.00	\$	40,862.23	\$	62,515	\$	-
Recommendation: ABS/Hydra Service	\$	147,981.00	\$	40,862.23				

Recommend award to **ABS/Hydra Service** as the lowest responsive bidder.

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
Bid Package: Dry Pit Submersible Non-Clog Centrifugal Pump Package
To: William Marshall, P.E. – Senior Preconstruction Services Manager
Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Hydra Service (s)
Contact Name: Dale Jahn Title: District Sales Manager
Address: 250 Springview Commerce Dr.
DeBary, Florida 32713
Phone Number: 407-330-3456 Fax: 407-330-3404

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Suppliers |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input checked="" type="checkbox"/> Clarifications (If Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

1. The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
2. Bidder accepts all the terms and conditions of the Bid Documents.
3. Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
4. Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 01/30/2023 No. _____ Dated _____
No. 2 Dated 02/01/2023 No. _____ Dated _____

5. Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

Dry Pit Submersible Non-Clog Centrifugal Pump | Bid Form

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Rotary Lobe Seum Dry-pit submersible Pump Package	1	LS	\$ 38,089.02	\$ 38,089.02
2.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 38,189.02

Thirty Eight Thousand One Hundred Eighty Nine + 02/100

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	N/A	1	LS	\$ N/A

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	<u>2-3 weeks</u>
2.	Delivery of Pump, Frame and Appurtenances	<u>14-16 weeks</u>

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.


Signature

Dale M. John, District Sales Manager
Print Name / Title

02/07/2023
Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Dry Pit Submersible Non-Clog Centrifugal Pump Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: XYLEM INC. / FLYGT PRODUCTS
 Contact Name: Robert Simcox Title: Direct Sales
 Address: 455 Harvest Time Drive, Sanford, FL 32771
 Phone Number: 407-553-4185 Fax: 407-880-2962

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Suppliers |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder’s Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/2023 No. 2 Dated 2/1/2023
 No. _____ Dated _____ No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Dry Pit Submersible Non-Clog Centrifugal Pump Package	1	LS	\$ 138,200.00	\$ 138,200.00
2.	Indemnification	1	LS	\$ 100.00	\$ 100.00
Total Base Bid:					\$ 138,300.00

ONE HUNDRED THIRTY EIGHT THOUSAND 300 DOLLARS .00

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	N/A	1	LS	\$

SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	30 Days
2.	Delivery of Pump, Frame and Appurtenances	15 Weeks

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

<u><i>Robert Simcox</i></u>	<u>ROBERT SIMCOX / DIRECT SALES</u>	<u>2/7/23</u>
Signature	Print Name / Title	Date

BID FORM

Project: Bates Avenue Wastewater Treatment Plant Expansion
 Bid Package: Dry Pit Submersible Non-Clog Centrifugal Pump Package
 To: William Marshall, P.E. – Senior Preconstruction Services Manager
 Wharton-Smith, Inc.
wmarshall@whartonsmith.com

Bidder Information:

Company: Barney's Pumps, Inc.
 Contact Name: Matt Curls Title: Account Manager
 Address: Physical: 2965 Barneys Pumps Place, Lakeland, FL 33812
Mailing: PO Box 3529, Lakeland, FL 33802
 Phone Number: 863-665-8500 Fax: 863-666-3858

Bid Proposal Documentation Checklist (check all that apply):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bid Form | <input type="checkbox"/> Value Engineering Proposal |
| <input type="checkbox"/> Sanctions and Litigation | <input type="checkbox"/> List of Suppliers |
| <input type="checkbox"/> Licenses (As Applicable) | <input type="checkbox"/> Certificate of Insurance |
| <input type="checkbox"/> Proof of Bonding Capability | <input type="checkbox"/> Clarifications (if Applicable) |
| <input type="checkbox"/> Meets SRF Program Requirements | <input type="checkbox"/> MBE/WBE/DBE Participation |

Bidder's Acknowledgements:

- The undersigned Bidder agrees if this bid is accepted, to enter into a Purchase Order or Subcontract Agreement with the CMAR per the Agreement terms included in the Bid Documents.
- Bidder accepts all the terms and conditions of the Bid Documents.
- Bidder acknowledges and accepts all requirements for the State Revolving Fund Program.
- Bidder has examined copies of all the Bid Documents and the following addenda:

No. 1 Dated 1/30/23 No. _____ Dated _____

No. 2 Dated 2/1/23 No. _____ Dated _____

- Bidder has carefully examined the site and locality where the work is to be performed and the legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, degree of difficulty, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
- Bidder has reviewed and understands the Project Schedule provided in the Bid Documents and commits to perform and complete the Scope of Work of this Bid Proposal within the durations indicated and shall meet

all milestone dates detailed therein. Bidder understands that time is of the essence and any delays in completion of any portion of the Work may result in damages.

7. This Bid is genuine and (a) not made in the interest or on behalf of any undisclosed person, firm, or corporation (b) is not submitted in the conformity with any agreement or rules of any group, association, organization, or corporation (c) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid (d) Bidder has not solicited or induced any person, firm or corporation to refrain from bidding (e) Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
8. This Bid Proposal will remain open for acceptance by the CMAR for a period of one hundred and eighty (180) days after the date submitted. The price is to be valid for the duration of the Project Schedule after execution of a Purchase Order or Subcontract Agreement.
9. The total base bid includes all labor, material, equipment, taxes, overhead, profit and all other costs required to complete the scope of this Bid Package as outlined in the Bid Documents.

Item No.	Brief Description of Item	QTY	UM	Unit Price	Total Price
1.	Rotary Lobe Scum Pump Package	1	LS	\$ <u>58,325.00</u>	\$ <u>58,325.00</u>
2.	Indemnification	1	LS	\$ <u>100.00</u>	\$ <u>100.00</u>
Total Base Bid:					\$ <u>58,425.00</u>

One hundred eight thousand six hundred ninety seven dollars

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

BID ALTERNATES

Item No.	Brief Description of Item	QTY	UM	Total Price
1.	N/A	1	LS	\$



SCHEDULED LEAD TIMES FOR DELIVERABLES

Item No.	Brief Description of Item	Calendar Days to Complete
1.	Submittal Package	48
2.	Delivery of Pump, Frame and Appurtenances	224

The undersigned hereby certifies that Bidder has carefully reviewed the Bid Documents and with full knowledge and understanding of the requirements of the Bid Documents and that this Bid Proposal meets all specifications, terms, and conditions contained in the Bid Documents, in its entirety.

Robert Pearce
Signature

ROBERT PEARCE / PRESIDENT
Print Name / Title

2/7/2023
Date

STOP GATES & FRAMES

Subcontractor Bid
Evaluation and
Comparison
Sheet

Trade Description: Bid Package 14 - Stop Gates
 Project Name: Bates Ave WWTP Expansion
 Owner: City of Eustis
 Bid Date: Tuesday February 7, 2023

Scope Item Description	CS3 Water Works		Rodney Hunt		Hydro Gate		Company	
	Tim Plemmons		Rich Geibert		David Lowe		Contact Name	
	352-451-8032		407-782-2011		303-253-6949		Phone Number	
Base Bid Before Alternates	\$	5,764.00						
Stop Gate Assembly	\$	4,164.00	\$	10,030	\$	9,513.00		
Start-up Services	\$	1,500.00	\$	2,750		included		
Indemnification		\$100		\$100		\$100		
Alternates								
Bid Document Requirements								
Bid Form		YES						
Clarifications / Exceptions		NO						
Acknowledged Addenda		YES						
Additional Notes								
SUBTOTAL:	\$	5,764.00	\$	12,880	\$	9,613	\$	-
Tax Adjustment (If not Included):	\$	-	0.0%	\$	-	0.0%	\$	-
Scope Adjustment:								
Total Adjusted Scope:	\$	5,764.00	\$	12,880	\$	9,613	\$	-
Recommendation: CS3 Water Works	\$	5,764.00						

Recommend award to **CS3 Water Works** as the lowest responsive bidder.

Project : Bates Avenue WWT Facility Expansion, Eustis FL
Offer No. : RH-9159-Rev-0
Date : Feb 1st, 2023



Dated Feb 1st, 2023
To: All Bidding Contractors
Project: Bates Avenue WWT Facility Expansion, Eustis FL
Addendums acknowledged #1
Rodney Hunt representative Rich Geibert, Fluid Control Specialties Inc., (407)-782-2011

Rodney Hunt Inc as a manufacturer is pleased to offer the following proposal for aluminum stop gate as per section 15123 "Stop Gates & Guide Frames".

Item #1 Aluminum Stop Gate– 3.5' (w) x 4.21' (h)
Qty: 3 Units

Series offered	A-415
Drawing referred	PR-8
Location	Lift Station No.1
Tag ID	SLG-1, SLG-2 & SLG-3
Opening	Rectangular
Frame Size	3.5' (w) x 4.21' (h)
Stop Gate Size	3.5' (w) x 5.51' (h)
Design Head	Up to Slide Height
Mounting	Side Wall Embedded

EXCEPTIONS & NOTES:

- Rodney Hunt has included all 3 Qty. Stop Gates per Plan **PR-8**.
- Rodney Hunt has not included slide gates and weir gates in our scope of supply. If these gates required then our pricing will be revised.

PRICE: \$ 10,030.00

MATERIALS OF CONSTRUCTION FOR VARIOUS COMPONENTS OF ALUMINUM STOP GATE:

Frame	: Aluminum Alloy 6061 T6
Stop Gate	: Aluminum Alloy 6061 T6
Rubber Seals	: NEOPRENE ASTM D-2000
Fasteners	: Stainless steel Type 316

EXCLUSIONS:

- Taxes
- Offloading & Installation
- Civil Design & Buildings
- Concrete, Grout, Gasket/Sealants/Mastic, Epoxy capsules for anchors are not included
- Lubrication for stem, gear units and bearing
- Field Finish Painting
- Engineering Re-Design
- Storage at Our Shop or Jobsite
- Spare Parts & Special Tools
- Trash Rack
- Weir Plate
- Storage Rack

GENERAL:

- Our scope of supply is based on the plans & specifications and our interpretation of the same. If there are any discrepancies, please advise us.

PAYMENT TERMS:

A. Preferred Payment Terms Qualifying for Pre-Payment Discount Of 2%

- 10% with P.O.
- 20% upon delivery of submittals (Net 30 days)
- 65% upon delivery of equipment (Net 30 days)
- 5% upon start-up of equipment (Net 30 days, not to exceed 90 days from delivery to site)

B. Alternate Payment Terms

- 10% upon delivery of submittals (Net 30 days)
- 85% upon delivery of equipment (Net 30 days)
- 5% upon start-up of equipment (Net 30 days, not to exceed 90 days from delivery to site)

All payment terms stated above are subject to credit approval prior to delivery.

GA DRAWING/SUBMITTALS:

- 4 weeks from date of written purchase order. We anticipate return of our submittal within 6 weeks to avoid price escalation due to fluctuation of pricing in raw materials.

O & M:

- An electronic O&M standard manual will be provided upon request. Printed O&M manuals are also available upon written request. If you need special manuals, please contact us for a separate quote for a custom O&M.

DELIVERY:

- 20 weeks to job site after G.A drawing approval/ release for manufacturing.
- Delivery lead times stated above are based on current shop loading levels at time of quotation. Lead times must be verified at time of purchase order execution and/or release to manufacturing. Any lead time agreed to is subject to force majeure clause.

Project : Bates Avenue WWT Facility Expansion, Eustis FL
Offer No. : RH-9159-Rev-0
Date : Feb 1st, 2023



- We reserve the right to break up our shipment into partial lots when needed. When delivery is made in partial lots the first lot can be delivered earlier than the final delivery date for the whole order.

WARRANTY AND GUARANTEE:

- Rodney Hunt warrants and guarantees that for a minimum period of 12 Months from product commissioning or 18 months after delivery, whichever is earlier.

FREIGHT AND INSURANCE:

- All prices are quoted to jobsite, inclusive of insurance. Buyer is responsible for equipment off-loading.

INSPECTION:

- Third party inspection costs are not included.

FIELD SERVICES:

- Site services for start-up & training are \$1,500.00 per day/trip.
- For estimating purposes, our current rates are \$ 1,500.00 per trip plus \$ 1,250.00 per (8) hour day, spent on site. All field service trips require a written confirmation from buyer prior to arriving at job site.
- We require a 3-week advance notification for field service scheduling.

VALIDITY, TAXES AND OTHER TERMS:

- The prices as quoted are firm for acceptance within 30 days from bid date. This quote is based on current raw material prices. If raw material prices change substantially, we reserve the right to requote. Prices are based on receiving entire order, adjustments to quantities may alter pricing.
- Unless explicitly stated and to meet delivery deadlines in a timely and cost-effective manner, we reserve the right to source our products from any of facilities worldwide. Although gates are exempt from AIS, should your project need specific content from our US facilities, please contact us to discuss the same.
- Prices are exclusive of any sales or use tax, such tax is for the purchaser's account.

ORDER ENTRY:

- Please issue orders out to the following address:
Rodney Hunt Inc 6200 Savoy Dr Ste 750 Houston, TX 77036

Should you have any questions regarding our scope of work, please contact me at any time.

Best Regards,

Mike Smith

Sales Engineer

T: (281) 369-8929

C: (832) 885-0291

E: msmith@rodneyhunt.com

Beau Colton

Fluid Control Specialties (Local Rep)

O: (407)302-5611|

C: (321)432-2198

E: BColton@fc-spec.com



Florida Office: (352) 546-2115
Fax Number: (844) 272-7329
www.CS3WATERWORKS.com

QUOTATION

Bates Avenue WWTP Improvements

SECTION 15123 STOP GATES AND GUIDE FRAMES

Owner: City of Eustis FL

Engineer: Wright-Pierce - Lakeland

Bid Date: Tuesday, February 7, 2023

We are pleased to offer the following proposal:

Item	Qty	Unit	Description	Price
#1	1	LS	42"W x 64.8"H 501 AL6061 Stop Gate Assembly With (1) Slide (AL6061 T6), (1) Guide (AL6061 T6)	\$4,164.00
#2	1	LS	Startup Services, if required	\$1,500.00

Sincerely,

Tim Plemmons

Sales Engineer



Cell: (352) 451-8032

Office: (352) 546-2115

www.cs3waterworks.com

February 3, 2023

www.cs3waterworks.com

QUOTATION



370 South Athol Road
Athol, MA 01331
Phone : 978-249-7924
Fax : 978-249-3072

Quotation No. 33038

February 2, 2023

Please Reply To :
CS3 Waterworks
1894 NW 10th St.
Ocala, Florida 34475
Tim Plemmons
Phone : 352-451-8032
Fax : 844-272-7329

**Subject : Bates Avenue WWTP Improvements
Eustis, Florida**
Engineer : Wright-Pierce
Bid Date : Tuesday, February 7, 2023
Bid Expires : Thursday, March 9, 2023

Bidding Contractors :

We are pleased to offer the following quotation per **SECTION 15123 STOP GATES AND GUIDE FRAMES.**

Item No 1	Tag No. STG-1
Location - Drawing Number :	Tertiary Filters Influent Channel - PR-22
Quantity :	One (1)
Size - Model :	42" Wide x 64 51/64" High - Model 501 Stop Gate Assembly (AL6061)
Invert To Floor :	5.51 ft
Max Design Head :	5.4 ft seating - 5.4 ft unseating
Description :	The stop gate assembly consists of the following items : (1) - 42"W x 66.125"H Aluminum 6061 T6 Guide. (1) - 42"W x 64.8"H Aluminum 6061 T6 Slide.
Mounting Style :	Embedded
Anchor Bolts :	None required.
Lifting Mechanism :	Dual Cut Outs

WATER CONTROL GATES



Hydro Gate Sales
1200 E. 47th Ave,
Suite 200
Denver, CO 80239

phone: 303-288-7873
fax: 303-287-8531
hydrogate.com

February 3, 2023

Project Reference: **Bates Ave WWTF** | **City of Eustis, FL**

Hydro Gate Quote: 2301055

Exceptions Page:

Hydro Gate takes exception to the bid package as presented and will review all Terms & Conditions at time of order. The price of this quotation falls below our threshold minimum of \$25,000 for any contract negotiations, and therefore Hydro Gate/Henry Pratt will not negotiate Terms & Conditions. If our quote is favorable, we are happy to accept this order on the Terms & Conditions found at www.hydrogate.com/support.

Hydro Gate will not accept a contract unless all exceptions listed on the scope of supply are endorsed. This includes, but is not limited to liquidated damages, overall contract, potential escalation, and the gate specification issues listed below.

Please see attached scope for more information.

QUOTE #2301055 Updated

Date: February 7, 2023

Project Name: Bates Ave WWTF | City of Eustis, FL

Bid Date: 2/7/23

Representative: EnviroSales of Florida / Greg Slohoda / 941-343-9244

We are pleased to offer for your consideration the following equipment for this project.

Quantities and descriptions listed in this quotation were based on the following:

Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.

- Prices and lead times quoted are firm for acceptance within 30 days of the bid date and apply to this quotation only, subject to attached Terms & Conditions. Prices do not include sales or use tax. If this proposal is not accepted within 30 days after bid, Hydro Gate reserves the right to re-quote and price escalation may be necessary.

The equipment we have quoted meets or exceeds the specifications with the following clarifications: Drawings and specifications dated December 2022.

NOTE: We have received addendum #1 & 2 for this project.

1. If awarded to Hydro Gate, we will need to be supplied with a full set of plans and specifications.
2. Prices do not include third party inspection services of gates and equipment unless specifically required by specifications that supplier (Hydro Gate) be responsible for cost of these inspections.
3. Hydro Gate will provide digital copies of all relevant Operation and Maintenance manuals. Contact Hydro Gate should custom manuals be required.
4. Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.
5. Prices do not include taxes.
6. Non-machined, submerged ferrous surfaces to be blast cleaned and painted with 2 shop coats of manufacturer's standard epoxy paint.

7. This quotation reflects our policy of sourcing raw materials in the most cost effective manner. Any requirement for specific U.S content shall require a revised quotation.
8. Prices do not include installation of gates and equipment or lubricants for stems, gear units and bearings.
9. Mastic, grout, gaskets and epoxy capsules for anchors not by Hydro Gate.
10. Upon placing an order with Hydro Gate, buyer must ensure that the approval of equipment be provided to Hydro Gate within 30 days of receiving submittals. Failure to do so may result in an increase of price in relation to market fluctuation of raw material costs.
11. The equipment quoted for this project includes electric motor actuators. Actuator controls cannot be adjusted or preset at the factory. Complete instructions for proper setting of components are included with the unit when shipped. This quotation does not include any field service to adjust electric actuators and lubricate equipment unless specifically required by project specification. If a factory technician is preferred, field service rates that are in effect at time service is required shall apply. Contact Hydro Gate with a purchase order if this service is required.
12. **Please address all Purchase Orders to Henry Pratt Company, LLC 12000 East 47th Ave., Suite 200, Denver, CO 80239.**
13. **Purchase Orders can be sent via email to HydroGateorders@muellerwp.com. Purchase Orders must include Hydro Gate Quote number reference.**
14. **Submittal and Production Lead times are subject to change at the time of order.**
15. Hydro Gate Standard Terms and Conditions of Sale apply to this quotation and can be found at www.hydrogate.com/support.
16. Hydro Gate has quoted our standard aluminum handpull gate which is similar to, but not exactly as shown on the drawing. All intended performance and function will be met.
17. This quote falls below our threshold minimum of \$25,000 for any contract negotiations, and therefore Hydro Gate/Henry Pratt will not negotiate Terms & Conditions. If our quote is favorable, we are happy to accept this order on the Terms & Conditions found at www.hydrogate.com/support.

Quotation Number: 2301055

Item Number : 01
Qty/Size : 1 □ 42□ x 65□
Gate : Handpull Stop Gate with fabricated aluminum frame and slide. Slide plate with handles or handholds as required.
Mounting : Stainless steel anchor bolts.
Frame Height : 5.51□ (from invert)
Gate Ship : 14-18 weeks after drawing and credit approval.
Price Each : \$ 9,513.00

Total price for items listed above: \$ 9,513.00

The delivery lead times are based on stock inventory at the time of quotation. Stock quantities and quoted delivery times must be re-evaluated and verified at time of order and/or time of release to manufacturing.

Please see notes 1 through 17 in this quotation.

Quotation No.:

FREIGHT:

F.O.B. shipping point, full freight allowed. Seller will pay freight charges for standard shipments. Additional freight cost incurred to comply with buyer's special requirements will be added to the invoice.

FIELD SERVICE:

Hydro Gate will make every effort to provide a representative to meet your schedule, but due to conflicting requirements a request should be made no later than fourteen (14) days before a representative is required. Where previous commitments have been made, some flexibility in your schedule should be anticipated. All field service trips will require a written confirmation prior to arriving at the site.

DRAWINGS:

Submittal drawing lead time is 3 to 5 weeks after receipt of your written purchase order.

Thank you for your interest in our product. If any questions arise regarding this quotation, please contact Hydro Gate.



David Lowe
Hydro Gate® Specialty Products Engineer

12000 E. 47th Avenue - Suite 200 Denver, CO 80239
office: 303.253.6949 | muellerwp.com

EXHIBIT 3 – CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS, AND ALLOWANCES

1. The Pre and Post Bid questions and clarifications as shown in Exhibit 5 are incorporated as a part of this contract.
2. The preliminary project schedule was developed based on assumptions and best information available regarding permitting with the building department. If the building department is unable to facilitate concurrent review and/or the permitting review periods take longer than assumed, the project duration will be extended.
3. The project warranty will be 1 year from substantial completion/beneficial of the new facility.
4. It is assumed that the City of Eustis will provide power, water, and chemicals for use during construction and startup activities at no cost.
5. CMAR will provide redline drawings and surveyed as-builts to the EOR, CAD as-builts are not included.
6. The GMP is based on the preconstruction meetings and finalized direction included within this proposal.
7. Our schedule durations assume that all permits shall be applied for and obtained within a 30-calendar day window.
8. Development of a Storm Water Pollution Prevention Plan (SWPPP) is included.
9. We have included a performance and payment bond, and insurance.
10. ERP, FDEP, FDOT, & ROW permit costs are by others.
11. The project does not include Davis-Bacon prevailing wages and/or compliance with the American Iron & Steel Act. The project precedes the Build America, Buy America (BABA) Act.
12. We have not included any water quality treatment for groundwater pumped from dewatering activities. We assume that the environment will be able to accept dewatering discharge. Dewatering discharge will not exceed allowable turbidity per the SWPPP permit.
13. All Pricing (Labor, Material, Equipment, Subcontract) is based on current market value on February 7, 2023, with no escalation or inflation adjustments carried within the direct costs.
14. A 2.5% project contingency was carried. Owner Controlled Contingency that is not used will be returned to the City of Eustis upon completion of the project. Contingency usage requires Owners written approval. As discussed in the March 1, 2023 meeting, tax savings from the Owner Direct Purchase program will be refunded to Contingency.
15. An Allowance has been incorporated into this GMP as follows, Wharton-Smith will obtain written approval prior to using the allowances
 - a. Building Permits - \$25,000
 - b. Materials Testing - \$20,000
16. During meeting on September 1, 2022, the City noted they would be performing the site grading. The City requested Wharton-Smith to bid this work as part of the project and it is included in the GMP.
17. Site Work Subcontractor Post-Bid Analysis - At bid, Harty Tractor was the low bidder on the base bid, but not if the alternates are added into the base. Upon our post bid review, it was noted that Harty Tractor had a mis-calculation on their alternate pricing, and also did not have the pricing split properly between base bid and alternate B. SDC was the low bidder if you took into account the base bid and alternate B,

but they also did not have their pricing split properly between the base bid and alternate B. In order to make a recommendation we had to further review the scope of work with both Harty Tractor and SDC to ensure they understood the overall scope of work and how their pricing needs to be split between the base bid and the alternate. We received updated quotes from both Harty Tractor and SDC with Harty Tractor being low and receiving our recommendation of award.

18. Paint and Coating Subcontractor Post-Bid Analysis – As discussed in the March 1, 2023 meeting, we have carried Exceltech. Exceltech was \$45,760 lower than the second and third bidders. There is potential that contingency funds may be required.

EXHIBIT 4 - BIDDER QUESTIONS AND CLARIFICATIONS

City of Eustis
 Bates Ave WWTF Improvements
 Bidder Questions & Responses

Bidder Question #	Addendum #	Addendum Question #	Question	Response
1	1	1	NO SPEC FOR 316SST BALL VALVES. THESE ARE NEED ON THE FM AT LIFT STATION 1 PRESSURE GAUGE ASSY. ENG VERIFY.	ACCEPTABLE 316 SST BALL VALVE MANUFACTURERS IS 'TA CHEN INTERNATIONAL TC-02X VALVES, OR EQUAL'. GAUGE ASSEMBLIES ARE SPECIFIED IN SECTION 11000, PARAGRAPH 2.16. THE ISOLATION VALVES ARE SPECIFIED AS BRONZE, BUT WRIGHT-PIERCE SUPPORTS THE CHANGE TO STAINLESS STEEL.
2	1	2	ASSUMED PRESSURE GAUGE ASSY AT LIFT STATION 1 TO BE 316SST NIPPLE BALL VALVE WITH DIAPHRAM SEAL AND LIQUID FILLED GAUGE. COULD THE ENGINEER PLEASE VERIFY?	GAUGE ASSEMBLIES ARE SPECIFIED IN SECTION 11000, PARAGRAPH 2.16. THE ISOLATION VALVES ARE SPECIFIED AS BRONZE, BUT WRIGHT-PIERCE SUPPORTS THE CHANGE TO STAINLESS STEEL. PROVIDE DIAPHRAGM SEAL, SNUBBER, AND LIQUID FILLED GAUGE AS SPECIFIED FOR THIS RAW WASTEWATER APPLICATION. PROCESS ISOLATOR DIAPHRAGM RING SEAL NOT REQUIRED.
3	1	3	USED SADDLES FOR PRESSURE GAUGES AT LIFT STATION 1. COULD THE ENGINEER PLEASE VERIFY?	PROVIDE WELD-ON BOSS AND THREAD-O-LET ON THE FLANGED SECTION OF PIPING SHOWN EQUIPPED WITH GAUGE
4	1	4	NO SPEC FOR 1-1/2" DUCK BILL CHECK VALVE FOR BLOW OFF PIPE AT LIFT STATION 1.	SEE DRAWING PR-9, NOTE 6. THIS IS SPECIFIED ON THE DRAWING.
5	1	5	NO STRAP SUPPORT FOR 18" CONC BASE LIFT STATION 1. NO DETAIL FOR SUPPORT EITHER. ADDED 18" HDG STRAP SUPPORTS.	AGREE THAT STRAPS SHOULD BE ADDED TO CONCRETE PIPE SUPPORT DETAIL ON DRAWING S-9
6	1	6	DOCUMENTS REFER TO FILLING "OR" CAPPING ABANDONED LINES WITH GROUT. DRAWINGS ARE NOT AS CLEAR AND APPEAR TO SAY BOTH. REDUNDANT TO DO BOTH. BID AS CUT CAP ABANDON WITH NO GROUT FILL. COULD THE ENGINEER PLEASE VERIFY?	CUT, CAP AND ABANDON IS ACCEPTABLE.
7	1	7	ALT B SEC CLAR 4 - CAN 18" ML BE ISOLATED WITH AN EXISTING VALVE PRIOR TO REMOVAL OF CAP AND TIE-IN? IF SO WHERE?	18" ML COMES FROM SPLITTER STRUCTURE, WHICH CAN BE ISOLATED WITH DROP BOX ISOLATION GATE.
8	1	8	ALT B SEC CLAR 4 - CAN 20" SCE BE ISOLATED WITH AN EXISTING VALVE PRIOR TO REMOVAL OF CAP AND TIE-IN? IF SO WHERE?	STOPPING FLOW TO SECONDARY CLARIFIER NO. 3 WILL STOP FLOW THROUGH THAT TIE IN LINE. FILTER ISOLATION GATE MAY NEED TO BE INSTALLED TO ISOLATE THAT SIDE OF THE CHANNEL.
9	1	9	ALT B SEC CLAR 4 - CAN 8" SC BE ISOLATED WITH AN EXISTING VALVE PRIOR TO REMOVAL OF CAP AND TIE-IN? IF SO WHERE?	THE SCUM WELL CAN BE PUMPED DOWN TEMPORARILY AND THE RAKE ARMS/FLUSHING WATER STOPPED AT SECONDARY CLARIFIERS 2 AND 3 TO MAKE THIS TIE IN
10	1	10	ALT B SEC CLAR 4 - CAN 8" RAS BE ISOLATED WITH AN EXISTING VALVE PRIOR TO REMOVAL OF CAP AND TIE-IN? IF SO WHERE?	THE RAS LINE CAN BE ISOLATED WITH A VALVE AT THE RAS PUMP STATION TO KEEP SLUDGE FROM BACK-FEEDING THE LINE WHILE THE CAP IS TAKEN OFF AND THE CONNECTION MADE.
11	1	11	ALT B SEC CLAR 4 - CAN 6" DR BE ISOLATED WITH AN EXISTING VALVE PRIOR TO REMOVAL OF CAP AND TIE-IN? IF SO WHERE?	THIS LINE CAN BE ISOLATED VIA A VALVE AT THE TERTIARY FILTERS AND CHECKING THE DRAIN MANHOLE BETWEEN CLARIFIERS TO MAKE SURE THAT THE LINE IS NOT SURCHARGED.
12	1	12	THE AS BUILTS ARE SHOWING A 6" UNDER DRAIN SYSTEM FOR THE EXISTING CLARIFIERS. THE SPECIFICATIONS MENTION UNDER DRAINS BUT WITH NO CLEAR DIRECTION FOR A PERMANENT UNDERDRAIN SYSTEM FOR CLARIFER 4. THE PLANS DO NOT SHOW AN UNDER DRAIN SYSTEM. ENGINEER VERIFY IF A UNDER DRAIN SYSTEM IS REQUIRED UNDER CLARIFER 4 CONNECTING TO THE EXISTING SYSTEM.	SEONDARY CLARIFIER NO. 4 HAS BEEN DESIGNED SO THAT UNDERDRAINS ARE NOT REQUIRED TO RESIST BOUYANCY UPLIFT.
13	1	13	ASBUILTS DO NOT SHOW AN EXISTING RW LINE SUPPLYING WATER FOR SPRAYERS OR WASHDOWNS AT THE EXISTING CLARIFIERS. FOR CLARIFER 4 I ASSUMED A SCH80 PVC CONNECTION WHICH WILL REQUIRE A SHUT DOWN TO DO A TIE-IN. THIS IS ASSUMING THERE IS A VALVE UPSTREAM SOME PLACE TO CONTROL THE SOURCE OF THE RW SUPPLY THRU THE PLANT. ENGINEER VERIFY EXITISTING RW SYSTEM TO PERORM THE TIE-IN.	EXISTING RW PIPELINE CAN BE SHUT DOWN FOR 2-HR PERIOD FOR 2" PVC RWM.
14	1	14	RW AT CLARIFIER 4 HAS NO SPEC FOR 316SST BALL VALVES FOR THE 304SST PIPE. ENGINEER VERIFY.	ACCEPTABLE 316 SST BALL VALVE MANUFACTURER IS 'TA CHEN INTERNATIONAL TC-02X VALVES, OR EQUAL'
15	1	15	SPEC CALLS OUT SOLENOID VALVES TO BE BRONZE. PUTTING BRONZE BODY VALVES ON 304SST PIPE IS DISIMLAR METALS. NEED SPEC FOR 316SST SOLENOID VALVES. COULD THE ENGINEER PLEASE VERIFY?	ACCEPTABLE 316 SST BALL VALVE MANUFACTURER IS 'TA CHEN INTERNATIONAL TC-02X VALVES, OR EQUAL'
16	2	1	GLOBE VALVE SPEC SHOWS BRONZE BODY VALVES ON 304SST LINE. PIPE IS DISIMAILR METALS. NEED SPEC FOR 316SST GLOBE VALVE.	PROVIDING 316 SST GLOBE VALVES IS ACCEPTABLE: SMITH COOPER, FNW OR EQUIVALENT. FOR CONSISTENCY, PLEASE NOTE THAT ALL OTHER ELEMENTS OF HOSE BIBB ASSEMBLIES ARE NOW TO BE 316 SST VERSUS BRONZE.
17	1	16	PR-11 8" RAS -- PER THE ASBUILTS IT APPEARS THAT A PLUG VALVE AT RAS PS TO ISOLATE IN ORDER TO SHUT DOWN FOR THE TIE-IN.PLEASE VERIFY IF THIS IS CORRECT.	THE BURIED VALVE SHOWN ON PR-11 EXISTS TO ISOLATE THE LINE FOR THE INSTALLATION OF THE FLOW METER AND PIPING.
18	1	17	PR-11 PER THE ASBUILTS IT APPEARS THAT A CLOSED SLIDE GATE AT HEADWORKS SPLITTER BOX AT1 WILL ALLOW A SHUT DOWN FOR THE TIE-IN. PLEASE VERIFY IF THIS IS CORRECT.	THIS IS CORRECT. THIS DROP BOX IS NOT CURRENTLY USED (DUE TO THE POSITION OF THE GATE) AND CAN BE ISOLATED FOR THE TIE IN.
19	1	18	IS IT ACCEPTABLE TO HYDRO TEST BNR TANKS WITH BLIND FLANGES AND MJ PLUGS RESPECTIVLEY?	THIS IS ACCEPTABLE.
20	1	19	SHUT DOWN PLANT DRAIN PS TO TIE-IN RELOCATED 6" FM FOR BNR. C-7	A CAPPED CONNECTION EXISTS THAT WE'RE TYING INTO. THE WATER LEVEL IN THE PLANT DRAIN PUMP STATION CAN BE KEPT BELOW THE TIE-IN POINT SO THAT THE STATION DOES NOT NEED TO BE TAKEN OFF LINE.
21	2	2	AIR PIPING BURIED IS SHOWN ON THE PIPE SCHEDULE AS EPOXY LINED. THIS NOT RECOMMENDED. UNLINED DIP FOR BURIED CONDITIONS IS TYPICLLEDY USED. COULD THE ENGINEER PLEASE VERIFY?	PROVIDE UNLINED DIP FOR BURIED AIR LINE SERVICE, WITH EPDM RESTRIAINED CONNECTIONS.
22	1	20	ASSUMED 316SST LUG BFV USED AT BLOWER BLDG. ASSUMED IRON BODY LUG BFV USED AT BNR. COULD THE ENGINEER PLEASE VERIFY?	IRON BODY BFVs WITH EPDM SEATS, AND GASKETS, CAN BE USED ON BOTH LOCATIONS.
23	1	21	RAS PS -- ADDED DIAPHRAGM SEALS TO PRESSURE GAUGE ASSY. ALL 316SST	GAUGE ASSEMBLIES ARE SPECIFIED IN SECTION 11000, PARAGRAPH 2.16. THE ISOLATION VALVES ARE SPECIFIED AS BRONZE, BUT WRIGHT-PIERCE SUPPORTS THE CHANGE TO STAINLESS STEEL, TA CHEN INTERNATIONAL TC-02X VALVES, OR EQUAL. PROVIDE DIAPHRAGM SEAL, SNUBBER, AND LIQUID FILLED GAUGE AS SPECIFIED. PROCESS ISOLATOR DIAPHRAGM RING SEAL NOT REQUIRED.
24	1	22	NO SPEC FOR THE 2" EMO BALL VALVES AT DISC FILTERS. ASSUIMED 316SST FIPT BALL VALVES. COULD THE ENGINEER PLEASE VERIFY?	REFERENCE SPECIFICATION SECTION 11376, PARAGRAPH 2.2.F.9.

City of Eustis
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 Bidder Questions & Responses

Bidder Question #	Addendum #	Addendum Question #	Question	Response
25	1	23	ASSUMED PE'S ON FBW ON FBW AT DISC FITLERS TO BE PRESSURE GAUGE WITH DIAPHRAM SEAL. ALL 316SST. COULD THE ENGINEER PLEASE VERIFY?	GAUGE ASSEMBLIES ARE SPECIFIED IN SECTION 11000, PARAGRAPH 2.16. THE ISOLATION VALVES ARE SPECIFIED AS BRONZE, BUT WRIGHT-PIERCE SUPPORTS THE CHANGE TO STAINLESS STEE, TA CHEN INTERNATIONAL TC-02X VALVES, OR EQUAL. PROVIDE DIAPHRAGM SEAL, SNUBBER, AND LIQUID FILLED GAUGE AS SPECIFIED. PROCESS ISOLATOR DIAPHRAGM RING SEAL NOT REQUIRED.
26	1	24	3" BALL VALVES ON FBW AT DISC FILTERS DO NOT HAVE A SPEC FOR SST. ASSUMED 316SST FLG HLO 316SST BALL VALVES. COULD THE ENGINEER PLEASE VERIFY?	3" VERSION OF THE VALVES SPECIFIED IN SECTION 11376, PARAGRAPH 2.2.F.9 WOULD BE ACCEPTABLE.
27	1	25	6" DR AT DISC FILTERS IS 304SST. NO SST VALVE SPEC FOR 6" FLG BUTTERTFLY VALVES. ASSUMED SST VALVES ON SST LINE. COULD THE ENGINEER PLEASE VERIFY?	6" BUTTERFLY VALVES CAN BE IRON BODY WITH GASKETS TO PROTECT AGAINST GALVANIC CORROSION.
28	1	26	EFF PS – ASSUMED PRESSURE GAUGE ASSY INCLUDES A SNUBBER. ASSUMED 316SST ALL. COULD THE ENGINEER PLEASE VERIFY?	YES, 316 SS SNUBBER WOULD BE REQUIRED FOR THIS APPLICATION.
29	1	27	PLEASE CONFIRM THAT MISC METALS ARE TO BE ADDED TO THE MASTER PLANT CONTRACTOR'S SCOPE OF WORK.	YES, THE MISCELLANEOUS METALS ON THE PROJECT ARE TO BE FURNISHED BY THE MASTER PLANT CONTRACTOR.
30	1	28	PLEASE CONFIRM IF BABA, AIS, OR DAVIS BACON APPLY TO THIS PROJECT.	BABA, AIS AND DAVIS BACON WAGE RATES DO NOT APPLY TO THIS PROJECT.
31	1	29	For Lift Station 1 bypass Alternate the as-builts do not show the FM influent into the plant. Could the City please provide some information on the upstream collection system? Either plans or GIS information with manholes, sewer diameters, etc....	THIS INFORMATION WAS PROVIDED BY THE CITY/WRIGHT-PIERCE TO WHARTON-SMITH VIA E-MAIL ON 1/25/2023 FOR INCLUSION INTO ADDENDUM
32	1	30	What is the current effluent operating pressure of the existing Lift Station 1 off the pumps. This assists in the design of the bypass system.	DURING DESIGN, WRIGHT-PIERCE CONDUCTED A DRAWDOWN TEST. WITH THREE PUMPS RUNNING, THE FLOW/TDH WAS MEASURED AT 3,600 GPM AT 48.5 FEET TDH. WITH ALL FOUR PUMPS RUNNING, THE FLOW/TDH WAS MEASURED AT 5,077 AT 52.6 FEET TDH.
33	1	31	Spare Parts - Does the System Integrator (Div 13) only provide the spare parts for the equipment that is provided by the SI and not what is provided under Div. 11? Please clarify	FOR "DIVISION 13" SUPPLIED CONTROL PANELS, THE SYSTEM INTEGRATOR IS TO PROVIDE THE SPARE PARTS NOTED IN THE DIVISION 13 SPECIFICATIONS. IT IS THE RESPONSIBILITY OF THE DIVISION 11 EQUIPMENT SUPPLIERS, WHEN SUPPLYING CONTROL PANELS, TO PROVIDE THE SPARE PARTS NOTED UNDER THE DIVISION 11 SPECIFICATIONS, OR CROSS-REFERENCED DIVISION 13 SPECIFICATIONS.
34	1	32	Section 13445, Part 2.7 - Please clarify if the Ethernet Switch (MES-CP-1), that is located in the existing Control Panel CP-1, is existing or is to be provided.	MES-CP-1 IS EXISTING BUT REQUIRES EXPANSION MODULES. DRAWING AND SPECIFICATIONS (ATTACHED) HAVE BEEN UPDATED ACCORDINGLY.
35	1	33	WSI I&C Bid Manual, p. 18 - City of Eustis I&C Standards. A reference is made for this in the CMAR Bid Manual. Please provide, if this document exists for City of Eustis.	NO THE CITY DOES NOT HAVE A SET OF I&C STANDARDS APPLICABLE TO THE PROJECT
36	1	34	Bid Manual Page 14, Section 6.1.1.p.i. - Aqua-Aerobic Systems Inc. assumes the contractor will bear the cost of the following "...collecting all samples, carrying out all laboratory analysis or other tests, and furnishing all necessary labor, laboratory equipment, and supplies." This responsibility of the contractor is given in Section 11376, Part 1.6.G of the Project Specifications.	DUE TO THE STAGGERING OF THE FILTER INSTALLATION, THE MASTER PLANT CONTRACTOR WILL CARRY THE COSTS ASSOCIATED WITH GATHERING AND TESTING THE FILTER'S PROCESS WATER, BUT THIS WILL NOT ALLEVIATE THE SUPPLIER'S RESPONSIBILITY FOR MEETING THE SPECIFIED EFFLUENT TSS CONCENTRATION. SHOULD THE FILTER BE FOUND TO NOT BE WORKING PROPERLY, AND EXCESSIVE TESTING IS REQUIRED - THE MASTER PLANT CONTRACTOR WILL PRESENT ADDITIONAL COSTS TO THE SUPPLIER.
37	1	35	Section 13444 - Control Panels, Part 2.2.E.28.a. - A System Integrator is specified as the supplier of spare parts as given in part 2.2.E.28.a, however, section 13442 Part 2.3.M requires the PLC spares to be supplied by the manufacturer. Aqua-Aerobic Systems intends to supply the spare parts as given in both referenced sections. Please confirm.	FOR "DIVISION 13" SUPPLIED CONTROL PANELS, THE SYSTEM INTEGRATOR IS TO PROVIDE THE SPARE PARTS NOTED IN THE DIVISION 13 SPECIFICATIONS. IT IS THE RESPONSIBILITY OF THE DIVISION 11 EQUIPMENT SUPPLIERS, WHEN SUPPLYING CONTROL PANELS, TO PROVIDE THE SPARE PARTS NOTED UNDER THE DIVISION 11 SPECIFICATIONS, OR CROSS-REFERENCED DIVISION 13 SPECIFICATIONS.
38	1	36	Bid Manual, Page 20 "...the warranty commencement date as the Substantial Completion Date as listed in the Project Schedule." The Project Schedule was not included in the Bid Manual. As such, please confirm the estimated date of substantial completion. Additionally, please confirm duration of required warranty for this project.	WARRANTY SHOULD BE FOR THE PERIOD OF ONE-YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. THE ESTIMATED SC DATE HAS NOT YET BEEN DETERMINED AS THE LEAD TIMES FROM THE BIDDERS WILL BE USED TO CONSTRUCT THE CONSTRUCTION SCHEDULE.
39	1	37	Bid Manual, Purchase Order Terms and Conditions - It will be Aqua-Aerobic's intent to use the pre-negotiated Terms and Conditions that we previously used on the South AWWT FL project, ID #107855A that was negotiated fall of 2021. Therefore, we have attached a RIDER that would apply to the contract for the Eustis, FL project.	TERMS AND CONDITIONS WILL BE REVIEWED WITH THE SELECTED BIDDER ONCE THE GMP PROCESS AND BOARD APPROVAL IS COMPLETED.
40	1	38	Bid Manual, Page 16 Section 6.2.4. - It is the intention of Aqua-Aerobic Inc. to supply a price for 90 days price validity with an adder for an additional 90 days. Please revise Section 6.2.4 to reflect this change.	PLEASE PROVIDE PRICING FOR (90) DAY VALIDITY, AND SUBMIT AN ADDER TO LOCK IN PRICING FOR AN ADDITIONAL (90) DAYS. BID MANUALS WILL NOT BE REVISED; BIDDERS TO ACKNOWLEDGE ALL ADDENDA ON THE BID FORM.
41	1	39	Bid Manual, Page 15 Section 6.1.19 - It is the intent of Aqua-Aerobic Inc. to provide the minimum number of trucks required to ship all Disk Filter equipment. Please revise section 6.1.19 to reflect this change.	THIS RESPONSE IS ACKNOWLEDGED. BID MANUALS WILL NOT BE REVISED; BIDDERS TO ACKNOWLEDGE ALL ADDENDA ON THE BID FORM.
42	1	40	Bid Manual, Page 16 Section 6.2.13 - Please revise this section to state that the supplier must store and maintain only spare parts in lieu of all equipment. It is the intent of Aqua-Aerobic Inc. to store and maintain only spare parts until the date of substantial completion.	THE SUPPLIER IS TO STORE SPARE PARTS AT THEIR FACILITY UNTIL THE MASTER PLANT CONTRACTOR IS READY TO ACCEPT THEM ON SITE. THIS WILL BE COORDINATED DURING CONSTRUCTION.
43	1	41	Per 11378, Part 1.3.D - Is SSI approved to bid on the project as approved equal to Sanitaire, EDI and Envirex, noted in spec?	IT IS ACCEPTABLE FOR SSI TO BID ON THE PROJECT
44	1	42	Bid Manual, Paragraph 6.1.1 - Calls Install and test a complete fine bubble membrane aeration system, please confirm this bid is for just supply or supply and install?	FINE BUBBLE MEMBRANE AERATION SYSTEM IS TO BE INSTALLED BY THE MASTER PLANT CONTRACTOR. THE SUPPLIER SHALL BE RESPONSIBLE FOR PROCURING/SHIPPING EVERYTHING NEEDED FOR THE INSTALLATION, AS WELL AS ALL DRY/WET INSPECTIONS ON SITE. THE SUPPLIER SHALL ALSO BE REQUIRED TO ISSUE THE INSTALLING MASTER PLANT CONTRACTOR A CERTIFICATE OF PROPER INSTALLATION ONCE THE SYSTEM HAS BEEN FULLY INSPECTED PRIOR TO COMMISSIONING.

City of Eustis
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Bidder Questions & Responses

Bidder Question #	Addendum #	Addendum Question #	Question	Response
45	1	43	For Submersible Propellor Pumps (Section 11224), there is a conflict that the Bid Manual lists the max speed at 855 RPM. Please note that the spec allows up to 1200 RPM. Is 1200 RPM permissible?	PARAGRAPH 2.1.B OF SECTION 11224 ALLOWS FOR A RANGE OF SPEED FROM 850 RPM TO 1,200 RPM
46	1	44	For Submersible Propellor Pumps, Bid Manual Section 6.1.2.A.e says, "Supplier shall provide all local and remote controls required for operation specified". I believe this is referring to the VFD supplier, but please confirm?	THE (2) PROPELLER PUMPS ARE VFD CONTROLLED. THE VFD'S ARE TO BE PROVIDED BY THE ELECTRICAL CONTRACTOR. THE NOTE IS MEANT TO CAPTURE THE INCLUSION OF ANY PROTECTIVE DEVICES AS DESCRIBED IN 11224 PART 2.2.B.4, WHICH SHALL BE INCLUDED BY THE PUMP SUPPLIER.
47	1	45	For Submersible Propellor Pumps, the Bid Manual, Section 6.1.2.B.d says that a crane is to be supplied at each pump location. The specs and plans indicate only (1) hoist is required for the set of IR pumps. Please confirm the quantity required.	ONLY ONE HOIST IS REQUIRED FOR THE IR PUMPS, BUT IT SHOULD BE ABLE TO EXTEND AND ROTATE SUFFICIENTLY TO PULL EITHER PUMP.
48	1	46	For Submersible Propellor Pumps, the Bid Manual, Section 6.1.2.I, is a certification letter by a factory trained service technician employed by the manufacturer's representative acceptable?	THIS IS ACCEPTABLE TO THE CMAR.
49	1	47	Specification Section 11224, Paragraph 2.2.C.6 – Please consider revising the requirement for lifting the IR pump a minimum of 36" above the walkway. In my experience these requirements can result in custom, over-sized, and expensive hoists. I suggest specifying removeable handrails and then size the hoist to get the IR pump up onto the walkway, rather than 36" above it.	6-INCHES ABOVE THE WALKWAY IS ACCEPTABLE. PLEASE NOTE, THE DRAWINGS DO NOT REMOVABLE HANDRAILS FOR 8 FEET IN THE AREA OF THE PUMPS PER DRAWING S-3.
50	1	48	Is the Qualifications letter described on page 5 of the electrical bid manual required for the bid package?	A QUALIFICATIONS LETTER IS NOT REQUIRED.
51	1	49	Is there a percentage of MBE/WBE/DBE participation that is required?	NO. A STIPULATED PERCENTAGE OF MBE/WBE/DBE IS NOT REQUIRED.
52	1	50	Can a detail be provided for the new electrical manholes?	THE DETAIL ON DRAWING E-18 SHOULD BE SUFFICIENT FOR BIDDING PURPOSES.
53	1	51	Spec section 16010-14/1.12 mentions several allowances the electrical contractor is to carry for this contract. Can it be confirmed that these allowances are not needed?	THESE ALLOWANCES ARE NOT REQUIRED FOR THIS CONTRACT
54	1	52	Spec section 16010-15/1.13 mentions the electrical contractor is required to provide temporary telephone and telemetry for this project. Can it be confirmed that these are not required?	THERE ARE NO REQUIRMENTS FOR TEMPORARY TELEPHONE OR TELEMETRY UNLESS THE CONTRACTOR NEEDS THEM FOR HIS PURPOSES.
55	2	3	The sequence of construction in section 16010-15/1.14 does not seem to coincide with the drawings.	BIDDER QUESTION IS UNCLEAR. THE CMAR WILL DEVELOP A SEQUENCE OF CONSTRUCTION WITH THE SUCCESSFUL BIDDER, IN CONJUNCTION WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE PURPOSE OF THIS SECTION IS FOR MAINTAINING CURRENT FACILITY OPERATIONS DURING CONSTRUCTION. MOREOVER, ITEMS TO BE PERMANENTLY DISCONNECTED ARE TO BE REMOVED IN THEIR ENTIRETY.
56	1	53	Spec section 16050-17/3.1/B/9 says that all signal wiring shall be installed in rigid galvanized steel or pvc coated rigid galvanized steel conduit. Does this refer to the new 2" underground signal conduits shown on sheet E-3?	ALL UNDERGROUND CONDUIT SHOWN ON SHEET E-3 SHALL BE INSTALLED IN PVC CONDUIT.
57	1	54	Do any of the electrical duct banks require steel reinforcement?	NO STEEL REINFORCEMENT IS REQUIRED FOR THE DUCTBANKS.
58	2	4	Is any VFD cable required? Please provide specification if so.	YES, REFER TO SPECIFICATION SECTION 16050, PARAGRAPH 2.1.B.2.
59	1	55	Could an estimated project duration and engineers estimate be provided?	THE ESTIMATED DURATION IS BETWEEN (15) AND (17) MONTHS. THIS DURATION COULD BE AFFECTED BY LEAD TIMES PROVIDED BY BIDDERS, AND BID ALTERNATES. WHARTON-SMITH RESERVES THE RIGHT TO CHANGES IN THE SCHEDULE DURATION.
60	1	56	Is the duct bank from EMH-2 to secondary clarifier No. 4 to be part of the base contract or bid alternate B?	THE DUCTBANK TO THE SECONDARY CLARIFIER SHOULD BE CONSIDERED AS PART OF BID ALTERNATE A.
61	2	5	There does not seem to be any work for the electrical contractor for bid alternate A included in the drawings. Can a scope of work be provided for the electrical contractor for this area?	THE SCOPE OF THE ELECTRICAL WORK IN BID ALTERNATE A REMAINS UNCLEAR. THEREFORE, THE CMAR WILL CARRY AN ALLOWANCE FOR ADDRESSING UNKNOWN ELECTRICAL SCOPE. FOR BIDDING, THERE IS NO ELECTRICAL SCOPE TO BE INCLUDED UNDER BID ALTERNATE A.
62	1	57	Spec section 16060 refers to a free standing, heavy-duty 316 stainless steel pedestal enclosure. This doesn't appear to be on the drawings. Please clarify.	AGREED. DIVISION 16 DOES NOT REQUIRE ANY. DIVISION 11 WILL HOWEVER.
63	1	58	Should the new mounting racks for electrical equipment match existing in the corresponding area or can details be provided showing what equipment rack materials are required?	IF THIS IS THE EQUIPMENT RACKS FOR THE VFDs IN THE MAIN ELECTRICAL ROOM, THEY WILL MATCH THE EXISTING.
64	1	59	Is lightning protection required for any new or existing structure?	LIGHTNING PROTECTION WITH AIT TERMINALS IS NOT REQUIRED FOR THIS PROJECT. BONDING SHALL BE PROVIDED, HOWEVER, BETWEEN ALL METAL OBJECTS SUCH AS BETWEEN METAL HANDRAILS TO MAINTAIN NO POTENTIAL DIFFERENCES.
65	1	60	The lighting fixture schedule shows a Type D fixture, but this light doesn't appear on the drawings. Is this fixture required anywhere on this project?	LIGHTING FIXTURE TYPE "D" IS NOT PART OF THE PROJECT AND WILL BE REMOVED FROM THE DRAWING.
66	1	61	Are you guys planning on providing the spray system on this project? The spec reads that the spray system is by the contractor? The control panels don't really specify how the spray system is controlled. Do you want Ovivo to include the spray system, and do you want Ovivo to include controls for the spray system in our control panel, and spray system by CMAR?	THE BIDDING CLARIFIER SUPPLIERS SHALL INCLUDE SPRAY SYSTEM PROVISIONS IN THE LOCAL CONTROL PANELS, PROVIDE A LIMIT SWITCH AND A NORMALLY CLOSE SOLENOID VALVE FOR INSTALLATION BY THE MASTER PLANT CONTRACTOR. THE LOCAL CONTROL PANELS SHALL BE DESIGNED TO PROVIDE POWER AND CONTROL TO THE SOLENOID VALVE. THE MASTER PLANT CONTRACTOR WILL INCLUDE STAINLESS STEEL PIPING, SPRAY NOZZLES, AND SUPPORTS.
67	1	62	Drawing I-3, note 2, states, "MBCP names replaced previous BCP names." Please confirm this is an existing panel.	THE MASTER BLOWER CONTROL PANEL IS EXISTING.
68	1	63	Please confirm the 'existing PLC-MB' referenced in the W-S bid manual, part 6.1.1, subsection B, is the same as MBCP illustrated on drawing I-2.	CONFIRMED. DRAWING I-2 SHOWS THE MAIN BLOWER CONTROL PANEL (MBCP) AND I-3 SHOWS PLC-MB INSIDE OF THE MBCP. NOTE 3 CALLS FOR THE PLC CODE TO BE RE-WRITTEN TO INTEGRATE BLOWER #5.
69	1	64	Within what appears to be the existing MBCP on Drawing I-2, FPP-MBCP, MES-MB and PLC-MB appears to be drawn in darker lines. Please advise if these items are to be added to this panel.	THIS IS ITALICIZED TEXT, WHICH MEANS EXISTING TO REMAIN.

City of Eustis
 Bates Ave WWTF Improvements
 Bidder Questions & Responses

Bidder Question #	Addendum #	Addendum Question #	Question	Response
70	2	6	Drawing I-3 indicates some I/O being added to PLC-MB, please confirm the PLC doesn't require replacement. Additionally, please advise if we are terminating to existing spares or whether MBCP shall require additional spare modules.	Photos of panels provided in Addendum 2. Existing spares may be used where spare counts remain in acceptable ranges per 13442. If additional space for additional modules is required contractor may utilize expansion racking on either side panels or a new external sub panel. PLC-MB and PLC-CP1 are to be replaced. Specifications and drawings updated to clarify PLC replacement
71	1	65	Please confirm the 'managed Ethernet switch (MES)' referenced in the W-S bid manual, part 6.1.1, subsection F, it to be located in Control Panel no. 1	SEE NOTE 2 ON REVISED DRAWING I-2
72	1	66	The W-S bid manual, part 6.1.1, Part I, subsection a-ii, states "all transmitters are to be supplied with a stainless steel NEMA4X enclosure." Some equipment manufacturers only offer their transmitters with aluminum or polycarbonate NEMA4X enclosures, please confirm this is acceptable in lieu of stainless steel.	BIDDER IS TO PROVIDE ENCLOSURES PER THE PROJECT'S SPECIFICATIONS.
73	1	67	The bid form indicates Bid Alt A1 and Bid Alt B. Please advise where any associated I&C controls is available for review (if applicable) so the cost can be estimated for integration with SCADA and/or other controls.	THERE ARE NO I&C MODIFICATIONS REQUIRED FOR BID ALTERNATE A. THE I&C REQUIREMENTS FOR BID ALTERNATE B ARE RELATED TO THE NEW SECONDARY CLARIFIER NO. 4.
74	1	68	Please advise the engineer's estimate for this project.	THE CITY HAS NOT PUBLISHED AN ENGINEERS ESTIMATE FOR THE PROJECT.
75	1	69	Please advise the duration of this project for substantial completion.	THE ESTIMATED DURATION IS BETWEEN (15) AND (17) MONTHS. THIS DURATION COULD BE AFFECTED BY LEAD TIMES PROVIDED BY BIDDERS, AND BID ALTERNATES. WHARTON-SMITH RESERVES THE RIGHT TO CHANGES IN THE SCHEDULE DURATION.
76	2	7	Please advise the mag flowtube sizes for FE-470 and FE-704.	FE-704 shall be a 8" flow tube with a minimum velocity of 3.16 ft/s. FE-470 shall be a 16" flow tube with a minimum velocity of 1.78 ft/s
77	1	70	Specification page 13442-3 Part 2.3 subsection M, refers to a number of spare parts including spare PLCs. Please confirm the spare parts to be supplied only apply to those items furnished under this contract as it pertains to the division 13 scope of supply.	FOR "DIVISION 13" SUPPLIED CONTROL PANELS, THE SYSTEM INTEGRATOR IS TO PROVIDE THE SPARE PARTS NOTED IN THE DIVISION 13 SPECIFICATIONS. IT IS THE RESPONSIBILITY OF THE DIVISION 11 EQUIPMENT SUPPLIERS, WHEN SUPPLYING CONTROL PANELS, TO PROVIDE THE SPARE PARTS NOTED UNDER THE DIVISION 11 SPECIFICATIONS, OR CROSS-REFERENCED DIVISION 13 SPECIFICATIONS.
78	2	8	Specification page 13444-3 Part 1.4 subsection A3 seems to suggest a factory witnessed test of all the 3 rd party equipment division 11 control panels needs to be assembled and tested at the system integrator facility. With both existing CP-1 and MBCP panels being modified in the field, this would seem to be unusual. Please advise.	Field modified panels need not be FAT with perform on site SAT of modifications
79	1	71	Specification page 13442-1, Part 1.1, subsection A2 states, "furnish, install, configure, wire and test the UPS and maintenance bypass switch (MBS) as shown in the Instrumentation Drawings..." Please advise whether this is to be CP-1 and/or MBCP.	THIS IS APPLICABLE TO BOTH CP-1 AND MBCP.
80	2	9	Drawing I-2, existing MBCP appears to indicate a local HMI display at the panel. Please confirm if this is a panel mounted workstation or an operator interface terminal. If it is an operator interface terminal, please advise the manufacturer and model.	SEE ATTACHED REVISED DRAWING I-2 ISSUED WITH ADDENDUM 2.
81	1	72	Specification page 13442-1, Part 1.1, subsection A4 states, "...provide a perpetual licensed copy licenses to and in the owner's name, of all required OIT programming software, communication drivers, hardware interface, and cables used to program the OIT." Please advise whether the intent is to provide the owner with a licensed copy of Rockwell Studio 5000 Full Edition.	YES AS WELL AS ROCKWELL FACTORY TALK SE.
82	1	73	Specification page 13444-6, Part 2.1, subsection A9 states, "...modifications shall be done in accordance with UL 508A to the greatest extent possible." Please confirm the modified panels will NOT require UL 508A certification.	UL 508A CERTIFICATION OF EXISTING MODIFIED PANELS WILL NOT BE REQUIRED.
83	1	74	Specification page 13444-20, Part 2.3, subsection E28 indicates a number of spare parts to be furnished by the system integrator. Items such as pilot light parts, fused disconnect switch, potentiometer, pushbuttons, etc. do not appear in any of the schematics for the PLC field panel modifications. Please confirm only those corresponding items used in the modification of CP-1, in the spare parts list shall be applicable.	FOR "DIVISION 13" SUPPLIED OR MODIFIED CONTROL PANELS, THE SYSTEM INTEGRATOR IS TO PROVIDE THE SPARE PARTS NOTED IN THE DIVISION 13 SPECIFICATIONS.
84	1	75	Specification page 13445, includes a specification for both a managed and unmanaged Ethernet switches. Please advise whether MES-CP-1 is to be a managed or unmanaged type switch.	THE PART NUMBER LISTED IN THE SPECIFICATION SHOULD PROVIDE CLARIFICATION ON THIS.
85	1	76	Please confirm all the fiber optic cable on this project is to be multimode.	YES, THE FIBER OPTIC CABLE IS TO BE MULTI-MODE.
86	1	77	Section 11310, paragraph 2.1.A.1.d states that "Pumps designed for a specific function shall be supplied by the same manufacturer". The (3) existing RAS pumps are all manufactured by Sulzer/ABS. Is the new 4 th pump to be Sulzer/ABS only, or are other manufacturers allowed?	OTHER MANUFACTURERS ARE ALLOWED.
87	1	78	For the Dry Pit Submersible Non-Clog Centrifugal Pumps, the existing Sulzer/ABS pumps were retrofitted to this site and are installed on cast iron suction elbows that also act as the pump stand. These suction elbows were installed as part of a prior project and were not manufactured by Sulzer/ABS. Please note that the proposed 4 th pump will not be supplied with the same arrangement as depicted on sheet PR-18. We can offer a fabricated pump stand with a separate suction elbow as specified in 2.1.B.1 and 2.1.E.3.	AS LONG AS THE ENTIRE ASSEMBLY IS PROVIDED BY THE PUMP MANUFACTURER/SUPPLIER, THIS IS ACCEPTABLE.
88	1	79	Dry Pit Submersible Non-Clog Centrifugal Pumps, paragraph 6.1.2.A.e in the bid manual lists the motor as TEFC. This should read dry-pit submersible.	BIDDER IS CORRECT, ACKNOWLEDGED CORRECTION TO BID MANUAL.
89	1	80	Dry Pit Submersible Non-Clog Centrifugal Pumps, paragraph 6.1.2.A.g in the bid manual says to provide suction & discharge transition fittings at pump. These fittings are not provided by the pump manufacturer and should be provided by others.	ACKNOWLEDGED; ANY DUCTILE IRON PIPE FITTINGS OR SPOOLS WILL BE PROVIDED BY THE MASTER PLANT CONTRACTOR.
90	1	81	For the submersible mechanical mixers, the bid form for the dry-pit centrifugal pumps incorrectly has a line item for the rotary lobe pumps.	THE BID FORM IS FOR THE DRY-PIT SUBMERSIBLE CENTRIFUGAL PUMPS. THIS WAS A CARRY OVER. PLEASE FEEL FREE TO STRIKE THROUGH, AND CORRECT WHEN THE BID IS SUBMITTED.
91	1	82	For the submersible mechanical mixers, the bid form has a line item for "Additional startup days". Please clarify what this line item cost needs to include.	AT A MINIMUM FOR THE BID, THE SUPPLIER SHALL ASSUME TWO TRIPS TO THE SITE AT TWO DAYS EACH FOR START-UP, TROUBLESHOOTING, TRAINING, AND TESTING. ADDIONALLY BUT SEPARATE FROM THE BID, PLEASE INCLUDE A COST PER DAY FOR THE TECHNICIAN.
92	2	10	For the submersible mechanical mixers, the bid form has a line item for "Year 1 Service Call". Please clarify what this line item cost needs to include.	Please disregard, this was an inadvertent carry-over from a prior project.
93	2	11	For the submersible mechanical mixers, Section 11223, paragraph 2.2.G.9 – Can you clarify the requirement for the UPS in this local mixer panel? This is not depicted in the anoxic mixer schematic on E-15.	UPS is to provide power to the PLC during power outage
94	2	12	Section 11223, paragraph 2.2.G.14 – The specified alarm horn and silence button are not depicted in the anoxic mixer schematic on E-15. Please confirm this requirement. If required, please provide details on what activates this alarm.	This alarm shall be a common alarm generated by the overtemperatures and seal leak alarms of the Mixer Motors. This alarm may be generated by the local PLC in a similar manner as the existing Mixer Control Panel that also contains a PLC.

City of Eustis
 Bates Ave WWTF Improvements
 Bidder Questions & Responses

Bidder Question #	Addendum #	Addendum Question #	Question	Response
95	2	13	Section 11223, paragraph 2.2.H – Is this paragraph applicable to the mixer control panel? A PLC is not depicted in the schematic diagram on E-15. I suspect this PLC is located elsewhere and not in the local mixer panel.	A PLC is required to be contained within this panel. It will connect via fiber to CP-1 as shown on the electrical and instrumentation drawings. There is an existing Mixer Control Panel on site that has a similar panel with a PLC.
96	1	83	Section 11223, paragraph 3.2.C – Sulzer does not offer a “suspended solids concentration test, nor does Hydra Service. This test will need to be performed by others, or perhaps by the City personnel / lab with the assistance of our field service technicians. Please advise.	WRIGHT-PIERCE AND CITY PERSONNEL CAN ASSIST WITH COLLECTION OF THE SAMPLES WITH ASSISTANCE FROM THE FIELD SERVICE TECHNICIANS. THE MASTER PLANT CONTRACTOR SHOULD INCLUDE THE COST TO ANALYZE THE SAMPLES AT AN OUTSIDE LABORATORY.
97	1	84	Can Evoqua bid their standard clarifier design? Please reference enclosed exceptions.	FOLLOWING OUR REVIEW OF THE EXCEPTIONS THAT EVOQUA WOULD TAKE TO THE SPECIFICATION, WE WOULD NOT INCLUDE EVOQUA AS A NAMED MANUFACTURER FOR BIDDING.
98	2	14	THIS COMMENT WAS ADDED BY WP FOR ADDITIONAL SCOPE OF WORK. DIVISION 13 SUPPLIER SHALL PROVIDE A 16-INCH STRAP-ON FLOW METER ON THE 16-INCH INTERNAL RECYCLE FORCE MAIN, WITH COMMUNICATION BACK TO CP-1 AND SCADA SYSTEM. FLOW METER SPECIFICATION HAS BE PROVIDED IN UPDATED 13440.	ELECTRICAL SUBCONTRACTOR SHALL PROVIDE CONDUIT, CABLE, AND TERMINATIONS FROM THE FLOW METER TO CP 1.
99	2	15	THIS COMMENT WAS ADDED BY WP FOR ADDITIONAL SCOPE OF WORK. DIVISION 16 SUPPLIER SHALL PROVIDE TWO LOCAL CONTROL STATIONS (OPEN-CLOSE-AUTO) FOR TWO WASH WATER SOLENOID VALVES FOR SECONDARY CLARIFIER NO. 4 (SV-504A AND SV-504B). LOCAL CONTROL STATIONS SHALL BE PROVIDED IN CLOSE PROXIMITY TO SOLENOID VALVES AND ACCESSIBLE BY THE OPERATOR FROM THE CLARIFIER WALKWAY. DIVISION 13 SUPPLIER SHALL PROGRAM PER UPDATED STRATEGY IN 13441.	ELECTRICAL SUBCONTRACTOR TO INCLUDE COST FOR ADDITIONAL WORK IN BID ALTERNATE B.
100	2	16	THIS COMMENT WAS ADDED BY WP FOR REVISED SCOPE OF WORK. IN SPECIFICATION SECTION 11376, SUBSTITUTE RADAR LEVEL TRANSDUCERS/TRANSMITTER FOR PRESSURE TRANSDUCER FOR CONTROL OF THE FILTERS	DISC FILTER EQUIPMENT SUPPLIER TO CARRY COST IN BID.
101	2	17	THIS COMMENT WAS ADDED BY WP FOR ADDITIONAL SCOPE OF WORK. IN SPECIFICATION SECTION 11376, UNDER PARAGRAPH 2.5 SPARE PARTS, ADD "10. ONE SET (TWO) PILLOW BLOCK BEARINGS."	DISC FILTER EQUIPMENT SUPPLIER TO CARRY COST IN BID.
102	1	85	SEE THE ATTACHED ERP PERMIT FOR THE CIVIL SITE/STORMWATER MODIFICATIONS	PUBLISHED IN ADDENDUM 1 FOR SITE WORK SUBCONTRACTORS
103	1	86	IN SUMMARY OF WORK SECTION 01010, THE OPERATION OF THREE FILTERS MUST BE MAINTAINED AT ALL TIMES. THE PLANT CAN ONLY TAKE ONE FILTER TRAIN DOWN AT A TIME FOR REPLACEMENT. THIS WILL NEED TO BE FACTORED INTO THE SEQUENCE OF CONSTRUCTION AND STARTUP/TESTING OF THE EQUIPMENT AND CONTROL PANELS.	CONSTRUCTION SCHEDULE CONSTRAINTS NOTED.
104	2	18	Please clarify who is to provide and install all control panel hardware, network hardware, and instrumentation for Local Blower Control Panel No.5 (LBCP-5), Mixer Control Panel (C-1), Disk Filter Control Panel No. 1 (DFCP-1), and Disk Filter Control Panel No. 2 (DFCP-2).	Divison 11 bears all responsibility to provide Division 11 Control panels and hardware.
105	2	19	Division 11 states that Local Blower Control Panel No.5 (LBCP-5), Mixer Control Panel (C-1), Disk Filter Control Panel No. 1 (DFCP-1), and Disk Filter Control Panel No. 2 (DFCP-2) are to be provided by equipment manufacturers. Please confirm that this includes all panel hardware.	Divison 11 bears all responsibility to provide Division 11 Control panels and hardware.
106	2	20	Section 13444, Part 2, Article 2.1, Paragraph A states to that new terminal blocks may be required. Please provide confirmation that there is adequate space to install new hardware as specified in existing Control Panel No. 1 (CP-1). Please provide drawings for existing CP-1.	See response to Bidder Question 6 above. Photos of the existing panel have been included.
107	2	21	Section 13410, Part 1, Article 1.1, Paragraph C indicates that local control stations are to be provided by others. Section 13444, Part 2, Article 2.2, Paragraph C states that local control panels will be furnished by Division 13. Please clarify.	Refer to the Network drawing on I-2 panels identified as DIV-11 are to be provided by div 11. LCS are identified on the loop drawings as either div-11 or div-16. there are no Div-13 LCS or LCP panels on this project.
108	2	22	Please provide existing SCADA platform and if existing SCADA license upgrade is required. If so, please provide SCADA license number.	VT SCADA is the existing plant SCADA system and no upgrade or additional licensing should be needed at this time.
109	2	23	Please provide the existing programmable logic controller’s CPU and operator interface terminal.	The Existing MBCP CPU is an AB 1769-L35E the existing CP-1 CPU is a 1769-L35E. No OIT in Div 13 panels Drawing I-2 Updated. MBCP CPU an CP-1 CPU to be replaced with new. Existing PLC’s Obsolete
110	2	24	IN ADDENDUM 1, QUESTION 65 STATES "SEE NOTE 2 ON REVISED DRAWING I-2. THIS DRAWING DOESN'T APPEAR TO BE INCLUDED WITH ADDENDUM 1.	SEE ATTACHED REVISED DRAWING I-2 ISSUED WITH ADDENDUM 2.
111	2	25	IN ADDENDUM 1, QUESTION 72 STATES "...AS WELL AS ROCKWELL FACTORY TALK SE." ROCKWELL OFFERS THIS SOFTWARE IN ROUGHLY A DOZEN DIFFERENT VERSIONS. PLEASE CONFIRM FACTORYTALK SE 15 DISPLAY PERPETUAL LICENSE IS ACCEPTABLE.	On further review there are no Division 13 OIT's and the plant SCADA system is VTSCADA with a current license. No Factory Talk SE license is required.
112	2	26	ON DRAWINGS PR-12 AND PR-13, FE-470 SHOULD BE REDUCED IN SIZE FROM AN 18" FM TO A 16" FM. ALSO, REVISE THE 20"x18" REDUCERS TO 20"x16" ECCENTRIC REDUCERS (FLAT SIDE UP).	PICS SHALL SUPPLY REVISED SIZE FLOWMETER IN BID. MASTER PLANT CONTRACTOR SHALL PROVIDE REVISED SIZE ECCENTRIC REDUCERS AS NOTED.
113	2	27	WRIGHT-PIERCE DIRECTED CHANGE TO DRAWING E-3 (REISSUED DRAWING PER ADDENDUM 2) - Drawing E-3 was revised to add manhole on the west electrical ductbank on the SW corner of existing Secondary Clarifier number 3. Extend a 3-way 2" conduits from EMH-3 to the RAS/WAS Pump Station No. 1 for the new RAS/WAS Sludge Pump. Associated wiring includes VFD cable and control wiring back to the Main Electrical Building.	ELECTRICAL SUBCONTRACTOR TO INCLUDE COST FOR ADDITIONAL WORK IN BID.
114	2	28	WRIGHT-PIERCE DIRECTED CHANGES TO DRAWING E-10 (DRAWING NOT REISSUED) The power wiring designation for FBWP-1 shall be changed from "P30" to "P18" The power wiring designation for FBWP-1 shall be changed from "P30" to "P25" The power wiring designation for FBWP-1 shall be changed from "P30" to "P3" The power wiring designation for FBWP-2 shall be changed from "P30" to "P10"	ELECTRICAL SUBCONTRACTOR TO INCLUDE COST FOR ADDITIONAL WORK IN BID.
115	2	29	WRIGHT-PIERCE DIRECTED CHANGES TO DRAWING E-12 (DRAWING NOT REISSUED) The power wiring designation for FE/FIT-470 shall be changed from "P45" to "P52" Add the power wiring designation "P35" to provide power to BNR Train C Anoxic Mixer Control Panel	ELECTRICAL SUBCONTRACTOR TO INCLUDE COST FOR ADDITIONAL WORK IN BID.
116	2	30	WRIGHT-PIERCE DIRECTED CHANGES TO DRAWING E-13 (DRAWING NOT REISSUED) Indicate power wiring designation to Blower No. 5 as "P54" Indicate the power wiring designation to Sludge Pump VFD-4A as "P43" Indicate the power wiring designation to Internal Recycle Pump IR-5 VFD-3A as "P32" Indicate the power wiring designation to Internal Recycle Pump IR-6 VFD-3B as "P34"	ELECTRICAL SUBCONTRACTOR TO INCLUDE COST FOR ADDITIONAL WORK IN BID.
117	2	31	WRIGHT-PIERCE DIRECTED CHANGES TO DRAWING E-16 (DRAWING NOT REISSUED)	ELECTRICAL SUBCONTRACTOR TO INCLUDE COST FOR ADDITIONAL WORK IN BID.

City of Eustis
Bates Ave WWTF Improvements
Bidder Questions & Responses

Bidder Question #	Addendum #	Addendum Question #	Question	Response
			Add FE/FIT-704 that will be wired to CP-1.	

EXHIBIT 5 - PRELIMINARY CONSTRUCTION SCHEDULE

EUSTIS BATES AVE WWTF IMPROVEMENTS GMP SCHEDULE

Project ID: EUSTIS-3
Run 07-Feb-23 at 11:53

Item 6.4

Activity ID	Activity Name	Roles	Orig Dur	Rem Dur	Start	Finish	Act % Comp	Total Float	2023												2024											
									Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
City of Eustis Bates Ave (GMP)																																
Pre-Award																																
Pre-Construction																																
A1220	Project Bid & Review GMP Bid Packages Results		7	7	06-Feb-23	14-Feb-23	0%	0	■ Project Bid & Review GMP Bid Packages Results																							
A1650	Conduct GMP Review Meeting with the City (2/15/23)		1	1	15-Feb-23	15-Feb-23	0%	0	Conduct GMP Review Meeting with the City (2/15/23)																							
A1230	Comission Approval and Award of GMP (3/16/23)		1	1	16-Mar-23	16-Mar-23	0%	0	Comission Approval and Award of GMP (3/16/23)																							
A1240	Issue GMP Bid Package Contracts		10	10	17-Mar-23	30-Mar-23	0%	0	■ Issue GMP Bid Package Contracts																							
A1280	FDEP Permitting		30	30	17-Mar-23	27-Apr-23	0%	1	■ FDEP Permitting																							
A1290	Building Permits		30	30	17-Mar-23	27-Apr-23	0%	1	■ Building Permits																							
A1300	Obtain Submittals		26	26	24-Mar-23	28-Apr-23	0%	0	■ Obtain Submittals																							
Construction																																
General Conditions/Site																																
A1340	Process Contracts and Obtain Submittals		30	30	17-Mar-23	27-Apr-23	0%	56	■ Process Contracts and Obtain Submittals																							
A1250	Mobilize & Pothole		10	10	01-May-23	12-May-23	0%	0	■ Mobilize & Pothole																							
A1260	SWPPP		5	5	15-May-23	19-May-23	0%	0	■ SWPPP																							
A1490	Installation of New Ductbanks		60	60	15-May-23	08-Aug-23	0%	175	■ Installation of New Ductbanks																							
A1700	Installation of Underground Process Piping		40	40	20-Sep-23	14-Nov-23	0%	146	■ Installation of Underground Process Piping																							
A1890	Installation of Site Pond & Overflow Rip-Rap Structure		40	40	26-Dec-23	20-Feb-24	0%	115	■ Installation of Site Pond & Overflow Rip-Rap Structure																							
A1380	Plant Startup, Testing, BNR Seeding		35	35	13-Jun-24	01-Aug-24	0%	0	■ Plant Startup, Testing, BNR Seeding																							
A2000	Plant Integration Efforts		20	20	13-Jun-24	11-Jul-24	0%	15	■ Plant Integration Efforts																							
A1390	Substantial Completion		1	1	02-Aug-24	02-Aug-24	0%	0	■ Substantial Completion																							
A1400	Punchlist		20	20	05-Aug-24	30-Aug-24	0%	0	■ Punchlist																							
A1410	Final Completion		0	0		30-Aug-24	0%	0	◆ Final Completion																							
Administration																																
A2030	DIP/Valves Piping Submittal/Review/Fabrication		100	100	28-Apr-23	19-Sep-23	0%	66	■ DIP/Valves Piping Submittal/Review/Fabrication																							
A2040	Filter Submittal/Review/Fabrication		150	150	28-Apr-23	30-Nov-23	0%	56	■ Filter Submittal/Review/Fabrication																							
A2050	Clarifier Submittal/Review/Fabrication		150	150	28-Apr-23	30-Nov-23	0%	66	■ Clarifier Submittal/Review/Fabrication																							
A2060	Diffuser & Field Instrumentation Submittal/Review/Fabrication		130	130	28-Apr-23	31-Oct-23	0%	106	■ Diffuser & Field Instrumentation Submittal/Review/Fabrication																							
A2070	Sludge Pump Submittal/Review/Fabrication		120	120	28-Apr-23	17-Oct-23	0%	136	■ Sludge Pump Submittal/Review/Fabrication																							
A2080	Blower Submittal/Review/Fabrication		140	140	28-Apr-23	14-Nov-23	0%	56	■ Blower Submittal/Review/Fabrication																							
A2020	VT Pump Submittal/Review/Fabrication		120	120	28-Apr-23	17-Oct-23	0%	116	■ VT Pump Submittal/Review/Fabrication																							
A2090	IR Pump VFD Submittal/Review/Fabrication		175	175	28-Apr-23	08-Jan-24	0%	101	■ IR Pump VFD Submittal/Review/Fabrication																							
RAS Pump Station																																
A1840	Install 4th RAS Pump Complete		30	30	18-Oct-23	30-Nov-23	0%	136	■ Install 4th RAS Pump Complete																							
Lift Station #1 (Alt. A)																																
A1900	Installation of Bypass System		5	5	20-Sep-23	26-Sep-23	0%	158	■ Installation of Bypass System																							
A1930	Station Bypassed and Cleaned		2	2	27-Sep-23	28-Sep-23	0%	158	■ Station Bypassed and Cleaned																							
A1330	Removal of Existing Piping		5	5	29-Sep-23	05-Oct-23	0%	158	■ Removal of Existing Piping																							

■ Actual Work ■ Critical Remaining Work
■ Remaining Work ◆ Milestone

RESOLUTION NUMBER 21-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING AWARD OF BID NUMBER 011-20 TO WRIGHT-PIERCE ENGINEERING FOR ENGINEERING SERVICES FOR THE BATES AVENUE WASTEWATER TREATMENT FACILITY'S EXPANSION PROJECT, AND AUTHORIZES THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND CONTRACTS ASSOCIATED WITH THE AWARD.

WHEREAS, the City of Eustis, Florida, advertised invitations to bid (City of Eustis RFQ #011-20) for Engineering Services for the Bates Avenue Wastewater Treatment Plant's Expansion in accordance with City purchasing policies; and

WHEREAS, the City received and opened three individual responses to said Invitation to Bid, on December 11, 2020; and

WHEREAS, Wright-Pierce Engineering was ranked #1 by the evaluation committee for Professional Engineering Design Services of the expansion plans, Phases 1 and 2; and

WHEREAS, FYP 20/21 has a \$600,000 line item to cover both Phase 1 and Phase 2 for the Engineering Services contracts:

- Phase One = negotiated price \$168,159
- Phase Two = estimated price \$430,000

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 RFQ Number 011-20 to Wright-Pierce Engineering, for Professional Engineering Services for the expansion of the Bates Avenue Wastewater Treatment Facility, Phases One and Two; and
- (2) Authorizes the City Manager to execute all agreements and contracts associated with the award; and
- (3) That this resolution shall become effective immediately upon passing.

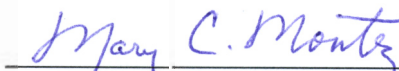
DONE AND RESOLVED, this 4th day of March, 2021, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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



Mayor/Commissioner

ATTEST:



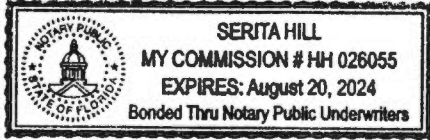
Mary C. Montez, City Clerk



CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 4th day of March, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.



Serita Hill

Notary Public - State of Florida
My Commission Expires: *Aug 20, 2024*
Notary Serial No: *HH 026055*

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.

3/4/2021

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 21-13 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.

Mary C. Montez

Mary C. Montez, City Clerk

RESOLUTION NUMBER 21-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE IN EXCESS OF \$50,000 FOR PRECONSTRUCTION CMAR SERVICES FOR THE BATES AVENUE WASTEWATER TREATMENT FACILITY EXPANSION PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL RELATED AGREEMENTS AND CONTRACTS WITH WHARTON-SMITH, INC.; AND AUTHORIZING BUDGET AMENDMENTS & TRANSFERS IN THE AMOUNT OF \$76,856.43.

WHEREAS, the Bates Avenue Wastewater Treatment Facility is nearing the 80% operating capacity threshold and needs to be expanded; and

WHEREAS, the City of Eustis is in the planning and design phase of the capacity expansion project; and

WHEREAS, Wharton-Smith, Inc. submitted a proposal to assist with developing a final GMP for the expansion; and serve as Construction Management at Risk (CMAR), consulting on aspects of design and construction which will impact budget, schedule and quality of completed work; and

WHEREAS, in accordance with rates agreed to in the Continuing Services Agreement between Wharton-Smith, Inc. Construction Group and the City, they are offering these preconstruction services for the amount of \$76,856.43; and

WHEREAS, staff is requesting a fund transfer totaling \$76,856.43 from the completed Ardice Ground Storage Tank project 042-8600-533-66-40 into Bates Avenue WWTP Expansion Project Fund #042-8600-535-66-86.

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

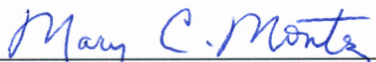
- (1) That the City Manager is hereby authorized to approve a purchase in excess of \$50,000 for CMAR Services for the design and construction planning phase of Bates Avenue WWTP Expansion.
- (2) That the City Manager is hereby authorized to execute all related agreements and contracts with Wharton-Smith, Inc. according to their proposal.
- (3) That the City Manager is hereby authorized to approve a budget amendment and a fund transfer of \$76,856.43 as follows:
 - From Account. Number 042-8600-533-6640 Ardice Ground Storage Tank
 - Into Account Number 042-8600-535-66-86 Bates Ave WWTP Expansion

DONE AND RESOLVED, this 3rd day of June, 2021, 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:



Mary C. Montez, City Clerk

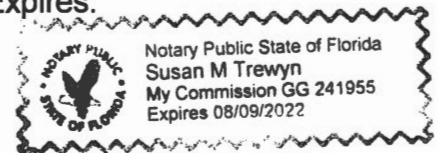


CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 3rd day of June, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, 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.

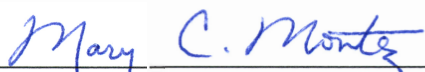


City Attorney's Office

6/3/2021
Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 21-31 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.


Mary C. Montez, City Clerk

RESOLUTION NO. 19-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$25,000 FOR CIVIL ENGINEERING SERVICES FROM TETRA TECH, INC. FOR A BATES AVENUE WASTEWATER TREATMENT FACILITY EXPANSION STUDY AND AUTHORIZING CORRESPONDING BUDGET AMENDMENT.

WHEREAS, the City of Eustis has a Continuing Services Agreement with Tetra Tech, Inc. for Civil Engineering Services; and

WHEREAS, Tetra Tech, Inc. submitted a proposal to gather and examine the necessary information and create an analysis report for the Bates Avenue Wastewater Facility Expansion Study for an estimated lump sum of \$60,658 in accordance with rates agreed to in the Continuing Services Agreement between Tetra Tech, Inc. and the City; and

WHEREAS, staff is requesting a Sewer R&R Fund 42 balance appropriation of \$65,000 into an established project expenditure account to accommodate the cost of this project; and

WHEREAS, City of Eustis purchasing policies require that the City Commission approve any purchase in excess of \$25,000.

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

- (1) That the Finance Director is authorized to amend the Fiscal Year 18-19 Water & Sewer R&R Fund Budget to appropriate \$65,000 from Fund Balance into an established project expenditure account; and
- (2) That the City Commission hereby authorizes the City Manager to execute an agreement with Tetra Tech for the approved purchase.

DONE AND RESOLVED this 21st day of March 2019, 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



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 16, 2023

RE: **FIRST READING**

ORDINANCE NUMBERS 23-05, 23-06 AND 23-07: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS WITH ALTERNATE KEYS 1784077, 1784140, 1444756, 2585153 and 2535628

Ordinance Number 23-05: Voluntary Annexation

Ordinance Number 23-06: Comprehensive Plan Amendment

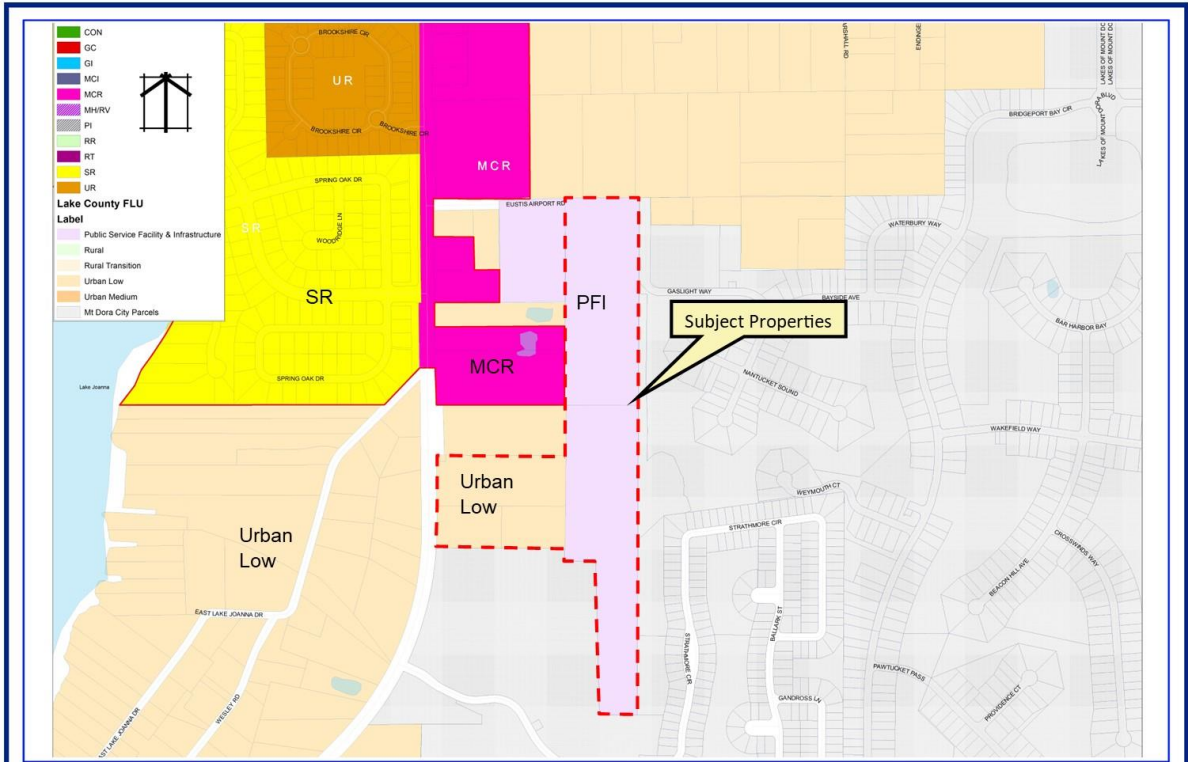
Ordinance Number 23-07: Design District Assignment

Introduction:

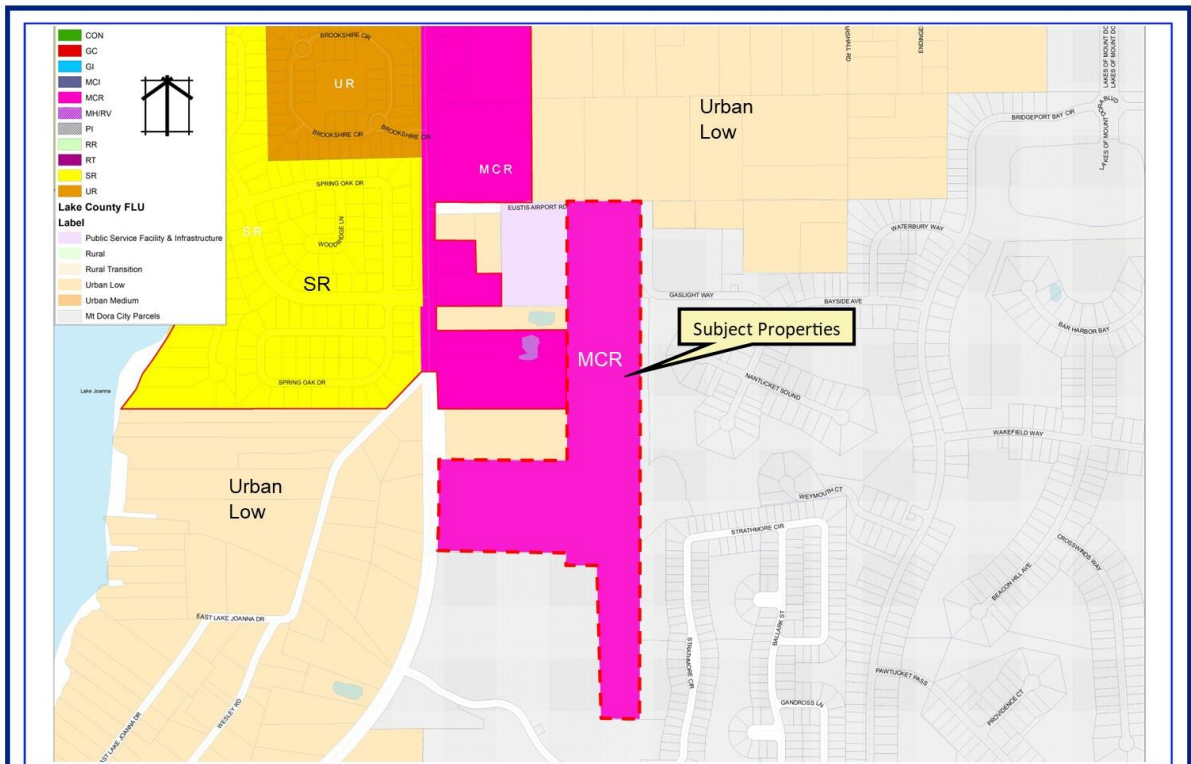
Ordinance Number 23-05 provides for the voluntary annexation of approximately 41.22 acres of land located on the east side of State Road 44, north, south and east of the State Road 44 intersection with Lake Joanna Drive (Alternate Key Numbers 1784077, 1784140, 1444756, 2585153, and 2535628). Provided the annexation of the subject property is approved, via Ordinance Number 23-05, Ordinance Number 23-06 would change the future land use designation from Public Facilities and Infrastructure and Urban Low in Lake County to Mixed Commercial Residential (MCR) in the City of Eustis, and Ordinance Number 23-07 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 23-05 is denied, then there can be no consideration of Ordinance Numbers 23-06 and 23-07.

Background:

1. The site contains approximately 41.22 acres, and is located within the Eustis Joint Planning Area. The site has been historically used and is currently used for the operation of a small airport and includes several smaller vacant parcels. *Source: Lake County Property Appraisers' Office Property Record Card Data.*
2. The site is contiguous to the City on its northern and western boundary across the right of way for State Road 44.
3. The site has a Lake County land use designation of Public Facilities and Infrastructure and Urban Low, but approval of Ordinance Number 23-06 would change the land use designation to Mixed Commercial Residential (MCR) in the City of Eustis.



MC Group Enterprises, Inc & ADL Revocable Trust
Future Land Use (Current)



MC Group Enterprises, Inc & ADL Revocable Trust
Future Land Use (Proposed)



Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Vacant	Public Facilities and Infrastructure and Urban Low (Lake County)	N/A
North	Vacant / Residential	Urban Low (Lake County)	N/A
South	Vacant	Mt Dora	N/A
East	Single Family Residence	Mt Dora	Suburban Neighborhood
West	Residential	Urban Low (Lake County)	N/A

Applicant's Request

The applicant and property owners, MC Group Enterprises, Inc. and AOL Revocable Living Trust, wish to annex the property, change the future land use to Mixed Commercial Residential (MCR), and assign a design district of Suburban Neighborhood.

The current Lake County land use designation for the subject property is Public Facilities and Infrastructure and Urban Low. The Lake County land use designation allows:

In the Urban Low Category: residential uses of up to four (4) dwelling units per one (1) net buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

In the Public Facilities and Infrastructure Category; uses needed to address public facility or infrastructure needs. The maximum intensity in this category shall be 1.0. The maximum Impervious Surface Ratio shall be 0.80. TYPICAL USES INCLUDE: Civic uses; Public order and safety; Active and passive recreation facilities; Transportation facilities; Schools; Energy plants; and Utilities.

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

Analysis of Annexation Request (**Ordinance Number 23-05**)1. Resolution Number 87-34 – Joint Planning Area Agreement with Lake County:

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

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

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

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

The Joint Planning Area boundaries define the reasonably compact area where the City could provide services effectively and efficiently. The subject property lies within that planning area; it is contiguous to the City limits on the western boundary; and the owner petitioned for annexation.

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

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

The department published notice of this annexation in the Daily Commercial in accordance with the requirements on March 2, 2023, and again on March 23, 2023.

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

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

Annexation of the subject property does not create an enclave.

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

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

The department provided notice to the Lake County Board of County Commissioners on February 17, 2023 via email and by Certified Mail on February 24, 2023.

Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 23-06**)

In Accordance with the Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl:

Primary Indicators of Sprawl:

The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan

amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

Review of Indicators

1. Low Intensity Development:

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

This indicator does not apply. The requested future land use will provide for a higher density (12 du/acre) than the County FLU (4 du/acre) allows.

2. Urban Development in Rural Areas:

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

This indicator does not apply. The subject properties are located in an urbanizing corridor between the City of Eustis, the City of Mount Dora, and unincorporated Lake County. Properties developing along the State Road 44 Corridor between US Highway 441 and State Road 44 will most likely be of a higher intensity/density as the corridor is urbanizing.

3. Strip or Isolated Development:

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

This indicator does not apply. The site is within an urbanizing corridor with commercial development to the north, and residential developments to the east, west, and south.

4. Natural Resources Protection:

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

This indicator does not apply. The subject property is subject to floodplain impact; however, it does not contain wetlands. A formal site plan or subdivision review and approval is required before the site may be developed and Building permit approval is required before any structure building may begin. The Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at the time of development warrant such protection.

5. Agricultural Area Protection:

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

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

6. Public Facilities:

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

This indicator does not apply. City water is available to serve the property. Development of this parcel will maximize the use and efficiency of the City water services. City Sewer is available to the property and will be addressed via the site development process.

7. Cost Effectiveness and Efficiency of Public Facilities:

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

This indicator does not apply. Adequate capacity is available to serve the existing and future development consistent with the requested MCR future land use designation. The City provides these services to other properties in the area, so efficiency will improve. The level of service for SR 44 may be strained, however, the State of Florida Department of Transportation has capacity projects planned.

8. Separation of Urban and Rural:

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

This indicator does not apply. No nearby properties contain active agricultural activities or use. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses. The proposed MCR land use designation and the Suburban Neighborhood design district are compatible with the existing development pattern.

9. Infill and Redevelopment:

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

This indicator does not apply. This property is a logical extension of services and development for the city.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. The site is surrounded by single-family development on the adjacent properties, which is consistent with permitted uses in the area. A variety of other uses are evident, including various commercial uses, Within .25 to .5 miles of the subject property. The MCR District allows for a mix of residential, commercial and office uses.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

This indicator does not apply. The site does not contain functional open space and is not connected to regionally important open space.

13. Urban Sprawl:

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

a. Direction of Growth:

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

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

b. Efficient and Cost-Effective Services:

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

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

c. Walkable and Connected Communities:

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

At the time of development, the site must meet the City's Land Development Regulations relating to connection and sidewalks. State Road 44 is not City infrastructure and does not currently have a sidewalk system. Interconnectivity to existing and future uses may be possible internally and shall be encouraged.

d. Water and Energy Conservation:

Promotes the conservation of water and energy.

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

e. Agricultural Preservation:

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

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

f. Open Space:

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

This is not applicable. The site does not provide functional open space or natural areas on a regional basis. Minimum open space is required based on the City Land Development Regulations, and minimum park space is also required to serve the development of the property if residential uses are proposed.

g. Balance of Land Uses:

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

The proposed land use allows for both residential and commercial uses. Existing commercial development exists in close proximity to serve the residential population.

h. Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

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

Major Categories of Plan Policies:

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

1. General Public Facilities/Services:

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

a. Emergency Services Analysis:

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

b. Parks & Recreation:

In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population of 20,015. The current population is 24,500. Pursua

Comprehensive Plan policies and Land Development Regulations, re: development will be required to provide on-site park amenities.

- c. Potable Water & Sanitary Sewer:
Water and sewer are available to the subject property. Both the water and sewer systems have adequate capacity to serve the development of the property.
- d. Schools:
The proposed change should not negatively impact schools. At the time of development application verification of capacity will be required from Lake County Schools.
- e. Solid Waste:
The City contracts with Waste Management for the hauling of solid waste. The company already services properties in the general area of the subject property. Serving this property will increase efficiency in the delivery of services.
- f. Stormwater:
The Comprehensive Plan and Land Development Regulations include the level of service standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.
- g. Transportation Network Analysis:
This potential added residential development is considered to have impacts on the existing transportation system. At this time, the adjacent transportation network (SR 44) has the capacity to serve the proposed MCR property, even at a maximum development standard, full evaluation of the impacts will be review based on the specific development proposal for the property. Prior to the development of the property, site plan approval amongst other approvals will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts. The level of service for SR 44 may be strained, however, the State of Florida Department of Transportation has capacity projects planned.

2. Natural Resources/Natural Features:

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

- a. Groundwater recharge areas:

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

- b. Historical or archaeological sites:

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

- c. Flood zones:

The subject property is impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones.

- d. Soil and topography:

The site soils are a mix of Myakka, Placid and Pompano sands. These sands are all typically moderately to poorly drained soils. At development application soils and geotechnical reports will be required as part of the application packages as well as for permitting for development with the applicable state agencies.

As site plan or subdivision, as well as, building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should condition at the time of development warrant such protection.

3. Comprehensive Plan Review:

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

Existing Land Use According to the Lake County Comprehensive Plan:

“The Urban Low-Density Future Land Use Category provides for a range of residential development at a maximum density of four (4) dwelling units per net buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

This category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities. Within this category any residential development in excess of 10 dwelling units shall be required to provide a minimum 25% of the net buildable area of the entire site as common open space.

The maximum intensity in this category shall be 0.25, except for civic institutional uses which shall be 0.35. The maximum Impervious Surface Ratio shall be 0.60.”

In the Public Facilities and Infrastructure Category; uses needed to address public facility or infrastructure needs. The maximum intensity in this category shall be 1.0. The maximum Impervious Surface Ratio shall be 0.80. TYPICAL USES INCLUDE: Civic uses; Public order and safety; Active and passive recreation facilities; Transportation facilities; Schools; Energy plants; and Utilities.

Proposed Land Use According to the Eustis Comprehensive Plan:

Mixed Commercial / Residential (MCR)

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

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

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

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

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

Residential: 15% - 25% of total MCR acreage

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

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

Special Provisions:

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

- a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;*
- b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;*
- c. the arterial road frontage contains an existing mix of viable commercial and residential uses;*
- d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;*

(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Comparison of Lake County Development Conditions

The existing Lake County future land use designation of the property is Public Facilities and Infrastructure and Urban Low, which provides for a range of residential development in addition to civic, commercial and office uses at an appropriate scale and intensity to serve this category. Allowable density and intensity in Urban Low is a maximum of 4 dwelling units per acre and intensity of 0.25 to 0.35 floor area ratio, with the sum of residential density and non-residential intensity not exceeding 100%.

Residential: Lake County limits residential development to 4 du/acre while the MCR would allow 12 du/acre.

Proposed Residential Land Uses.

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

Not applicable. The area already includes a mix of uses including single-family residential and commercial. This proposed development would be adequately distanced from the commercial to the south.

Proposed Non-Residential Land Uses.

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

Not applicable.

1. Transportation:

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

This potential added residential development is considered to have no negative impacts on the existing transportation system. At this time, the adjacent transportation network (SR 44) has the capacity to serve the proposed MCR property, even at a maximum development standard, without negatively affecting the adopted level of service.

2. Water Supply:

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

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

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

Standards for Review:

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

a. *Consistent with Comprehensive Plan:*

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

The proposed amendment is consistent with the Comprehensive Plan.

b. *In Conflict with Land Development Regulations:*

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

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

c. *Inconsistent with Surrounding Uses:*

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

City commercial uses are located to the north within 300 feet of the property and residential uses are located in the surrounding area with varying densities. The proposed MCR does allow for greater densities than the current surrounding residential.

d. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

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

e. *Demand on Public Facilities:*

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

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

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

f. *Impact on Environment:*

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

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

g. *Orderly Development Pattern:*

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

The site is contiguous to the City limits. The annexation would create a logical development pattern as it extends the City limits to a more natural boundary in this area (SR 44 Corridor). This would further the eventual goal of a Eustis area under one local government jurisdiction.

The requested MCR future land use designation, coupled with a Suburban Neighborhood design district designation, provides for a consistent development transect.

The requested land use provides for a transition in density and intensity from City of Eustis Suburban Residential to the west.

h. *Public Interest and Intent of Regulations:*

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

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

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

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

i. *Other Matters:*

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

No other matters.

Applicable Policies and Codes

1. Resolution Number 87-34

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

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

3. Comprehensive Plan – Mixed Commercial Residential (MCR): This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses. General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted. Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre. Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows: Residential: 15% - 25% of total MCR acreage Commercial/Office: 75% - 85% of total MCR acreage. The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met. Special Provisions:
 - (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
 - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
 - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
 - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
 - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
 - (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

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

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

Analysis of Design District Request (**Ordinance Number 23-03**):

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. *Standards for Review:*

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

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

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

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

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

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

Design districts – Suburban Neighborhood

- a. Definition. Predominately residential uses with some neighborhood-scale commercial services.
- b. Structure. Interconnected trails, bikeways, and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
- c. Form. Mix of detached residential uses with some neighborhood-supporting retail, parks and civic spaces as focal points in the neighborhoods.

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

c. *Section 102-17(a)*

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

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

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

d. *Consistent with Comprehensive Plan:*

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

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

e. *Consistent with Surrounding Uses:*

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

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

f. **Changed Conditions:**

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

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

g. **Public Facilities.**

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

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

h. *Impact on Environment:*

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

The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation controls the density, intensity and minimum open space permitted on the site, so the Design District amendment would not result in additional impacts on the natural environment. As building permit approval must be

obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should conditions at the time of development warrant such protection.

i. Property Values:

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

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

j. Orderly Development Pattern:

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

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

k. Public Interest and Intent of Regulations:

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

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

l. Other Matters:

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

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

Applicable Policies and Codes

6. Resolution Number 87-34

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

provide adequate urban services and facilities to serve those areas within the Joint Planning Area.”

7. Florida Statutes Chapter 171.044: Voluntary Annexation:
 - c. “The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.”
 - d. “Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”
8. Comprehensive Plan – Mixed Commercial Residential (MCR): This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses. General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted. Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre. Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes and shall monitor on a citywide basis, a mix of uses as follows: Residential: 15% - 25% of total MCR acreage Commercial/Office: 75% - 85% of total MCR acreage. The composition of the mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met. Special Provisions:
 - (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
 - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
 - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
 - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
 - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
 - (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.
9. Land Development Regulations Section 109-5.5(b)(1): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
10. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: The MCR land use has a maximum density of 12 units to one acre. The MCR designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses, and provide for mixed-use development.

Recommended Action:

Development Services recommends approval of Ordinance Numbers 23-01, 23-02, and 23-03.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 23-05 (Annexation), 23-06 (Comp. Plan Amendment), and/or 23-07 (Design District Designation).
2. Deny Ordinance Numbers 23-05, 23-06, and 23-07.

Budget/Staff Impact:

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

Prepared By:

Jeff Richardson, AICP, Deputy Development Services Director

Reviewed By:

Mike Lane, AICP, Development Services Director

Heather Croney, Senior Planner

ORDINANCE NUMBER 23-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 41.22 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1784077, 1784140, 1444756, 2585153, AND 2535628, GENERALLY LOCATED AT 18900 STATE ROAD 44 AND 19702 EUSTIS AIRPORT ROAD, EAST OF LAKE JOANNA AND NORTH OF LOCH LEVEN.

WHEREAS, Yasamin Rahmanparast, as the applicant and the principal of MC Group Enterprises, Inc. and ADL Revocable Living Trust, the legal owners of record, has made application for voluntary annexation of approximately 41.22 acres of real property located at 18900 State Road 44 and 19702 Eustis Airport Road, East of Lake Joanna and North of Loch Leven, more particularly described as:

Parcel Alternate Keys: 1784077, 1784140, 1444756, 2535628, 2585153

Parcel Identification Number: 08-19-27-0004-000-01901, 17-19-27-0001-000-00102, 17-19-27-0001-000-04400, 17-19-27-0001-000-00800, 17-19-27-0001-000-05600

Legal Description:

Parcel 1

FROM THE SOUTHEAST CORNER OF SECTION 8 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN SOUTH 89-24-00 WEST ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 1305.12 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-36-00 WEST 1306.90 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, RUN WEST 466.67 FEET, SOUTH 00-36-00 EAST TO THE SOUTH LINE OF SECTION 8, NORTH 89-24-00 EAST 466.67 FEET TO THE POINT OF BEGINNING ORB 5330 PG 2169

Parcel 2

FROM NE COR OF SEC RUN W ALONG N LINE OF SEC 1306.12 FT FOR POB, RUN S 0DEG 36MIN E 1959.79 FT, S 89DEG 24MIN W 466.67 FT, N 0DEG 36MIN W 1959.79 FT TO N LINE OF SEC, E'LY 466.67 FT TO POB--LESS FROM NE COR OF SEC RUN N 89DEG 43MIN 49SEC W 1304.56 FT, S 00DEG 16MIN 30SEC W 1959.72 FT, N 89DEG 43MIN 30SEC W 239.22 FT FOR POB, CONT N 89DEG 43MIN 30SEC W 327.45 FT, N 00DEG 16MIN 30SEC W 1048.27 FT, S 89DEG 43MIN 49SEC E 100 FT, S 00DEG 16MIN 30SEC W 77.78 FT, S 89DEG 46MIN 03SEC E 199.64 FT, S 01DEG 21MIN 59SEC E 971.04 FT TO POB-- ORB 5330 PG 2169

Parcel 3

S 322 FT OF N 642 FT OF NE 1/4--LESS E 1772.79 FT & LESS CR 44B & LESS N 40 FT OF W 60 FT LYING E OF CR 44B-- ORB 5790 PG 2287

Ordinance Number 23-05

Annexation 2023-A-01

18900 State Road 44 and 19702 Eustis Airport Road, East of Lake Joanna and North of Loch Leven

Page 1 of 5

Parcel 4

BEG AT A PT 911.51 FT S & 2176.86 FT W OF NE COR OF SEC, RUN N 269.51 FT, W TO E R/W OF SR 44-B, S'LY ALONG SD R/W TO A PT 911.51 FT S OF N LINE OF SEC, E PARALLEL TO N LINE OF SEC TO POB ORB 5790 PG 2287

Parcel 5

S 269.51 FT OF N 911.5 FT OF W 404.07 FT OF E 2176.86 FT OF NE 1/4 ORB 5790 PG 2287

(The foregoing legal description was created via optical character recognition from the applicant's PDF submittal and has not been verified for accuracy); and

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

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

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

WHEREAS, on March 16, 2023 the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on April 6, 2023, the City Commission held the 2nd Public Hearing to consider the voluntary annexation of the property contained herein

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

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 41.22 acres of real property, as described above.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

That this Ordinance shall become effective upon passing.

SECTION 7.

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

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 6th day of April, 2023.

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

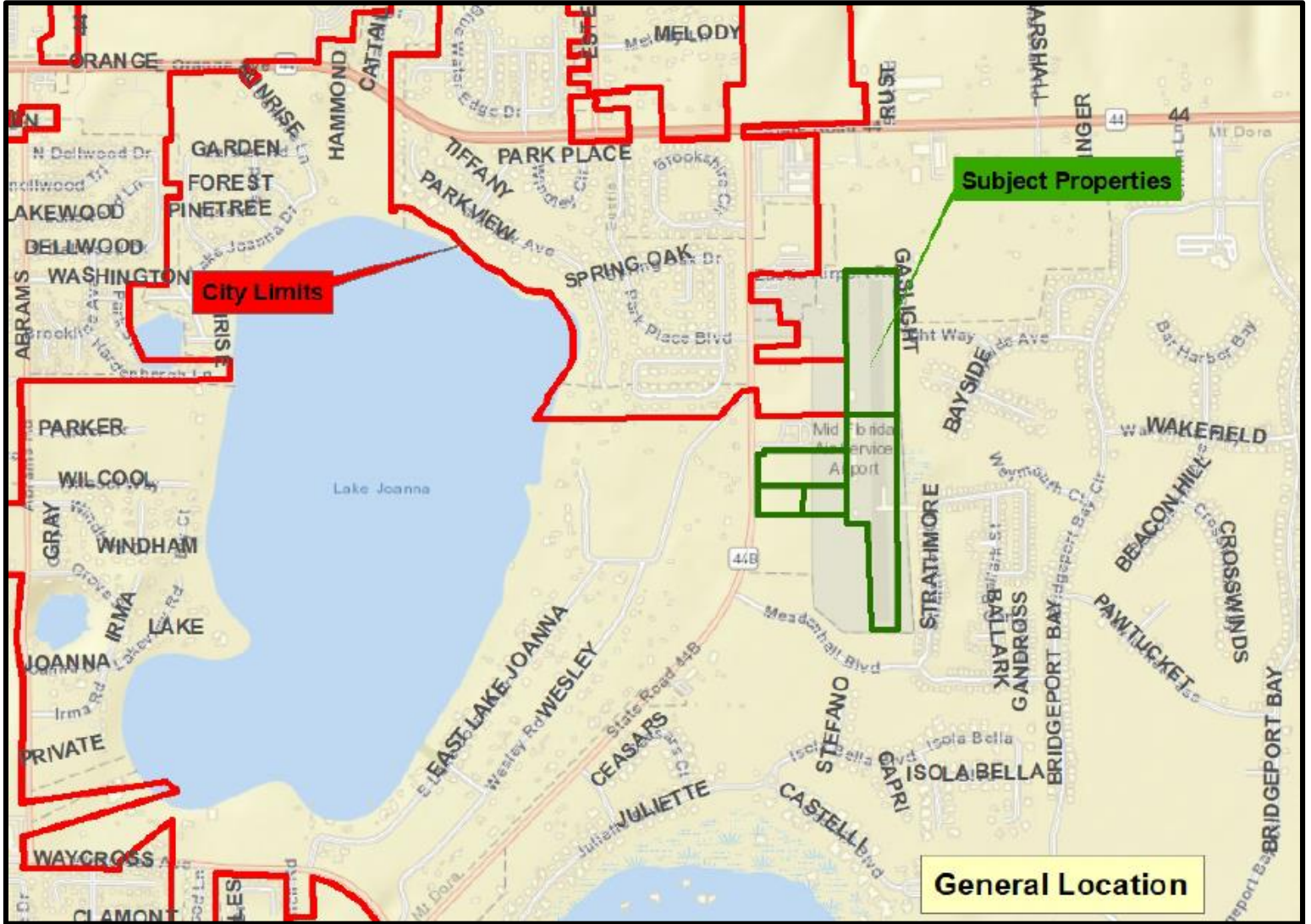
Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

EXHIBIT "A"

GENERAL LOCATION MAP



Ordinance Number 23-05
Annexation 2023-A-01
18900 State Road 44 and 19702 Eustis Airport Road, East of Lake Joanna and North of Loch Leven
Page 5 of 5



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 16, 2023

RE: **FIRST READING**

ORDINANCE NUMBERS 23-05, 23-06 AND 23-07: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS WITH ALTERNATE **KEYS** 1784077, 1784140, 1444756, 2585153 and 2535628

Ordinance Number 23-05 – Voluntary Annexation

Ordinance Number 23-06 – Comprehensive Plan Amendment

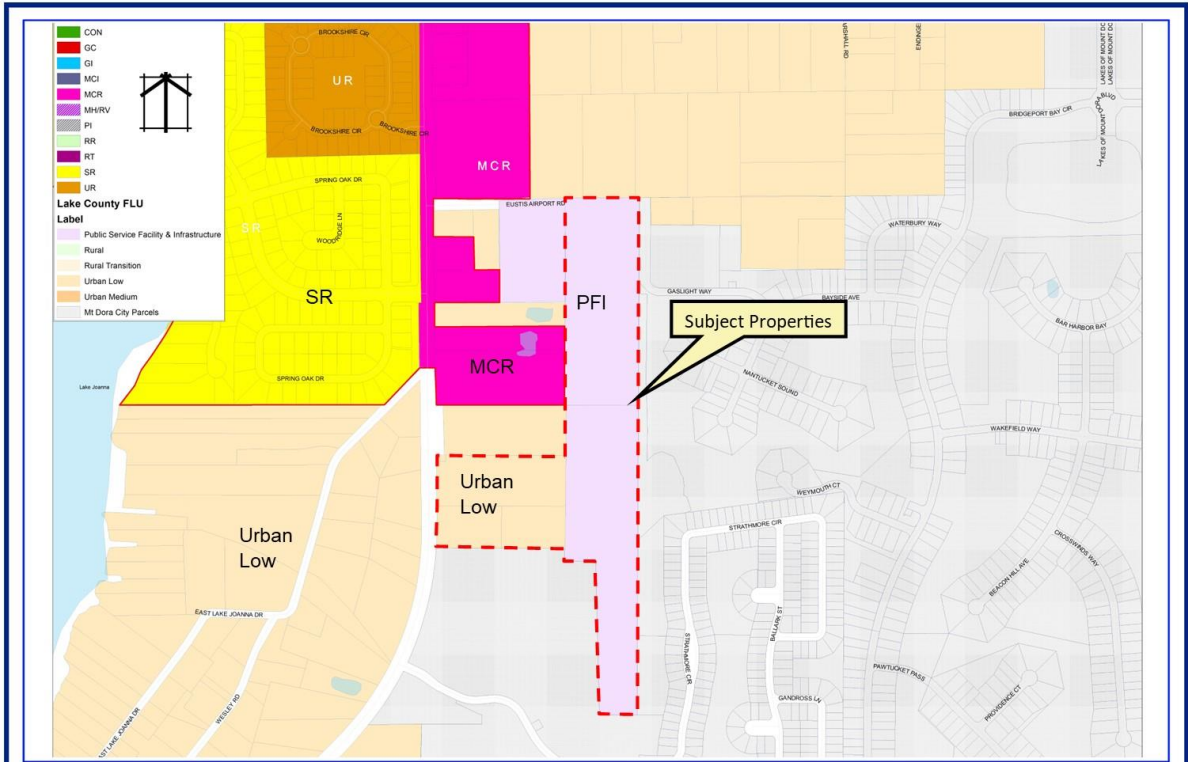
Ordinance Number 23-07 – Design District Assignment

Introduction:

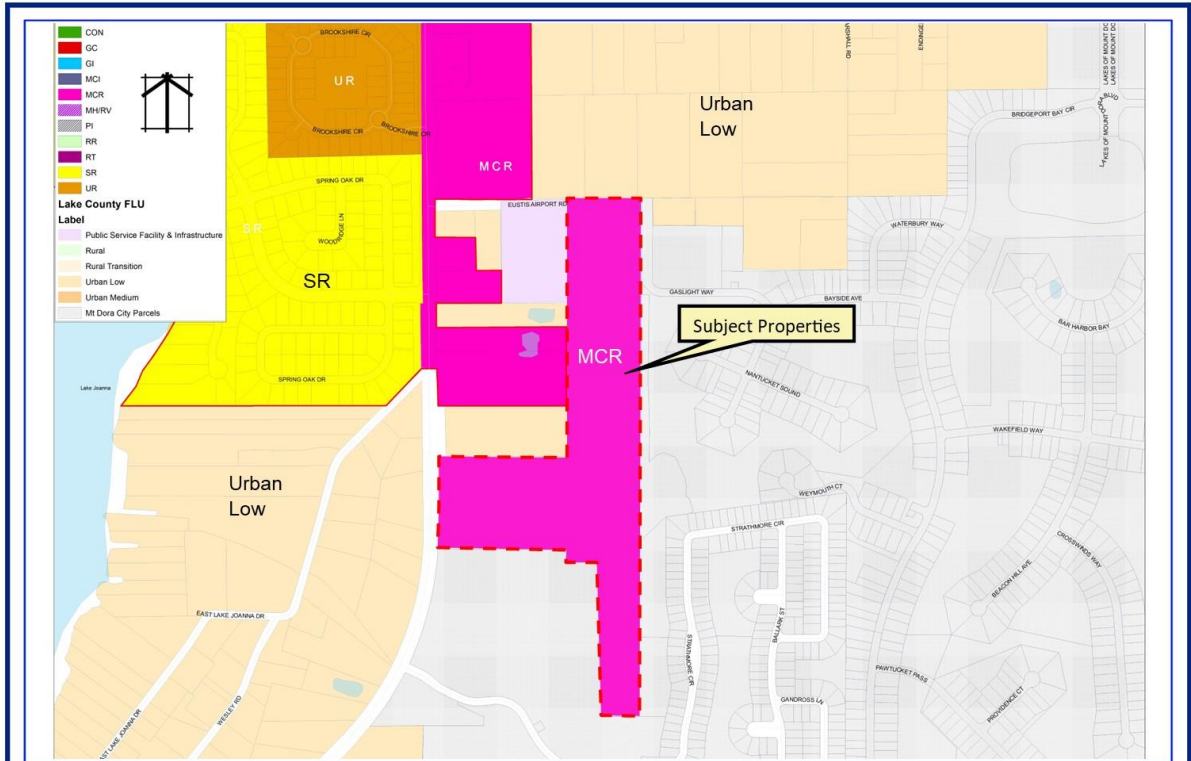
Ordinance Number 23-05 provides for the voluntary annexation of approximately 41.22 acres of land located on the east side of State Road 44, north, south and east of the State Road 44 intersection with Lake Joanna Drive (Alternate Key Numbers 1784077, 1784140, 1444756, 2585153, and 2535628). Provided the annexation of the subject property is approved, via Ordinance Number 23-05, Ordinance Number 23-06 would change the future land use designation from Public Facilities and Infrastructure and Urban Low in Lake County to Mixed Commercial Residential (MCR) in the City of Eustis, and Ordinance Number 23-07 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 23-05 is denied, then there can be no consideration of Ordinance Numbers 23-06 and 23-07.

Background:

1. The site contains approximately 41.22 acres, and is located within the Eustis Joint Planning Area. The site has been historically used and is currently used for the operation of a small airport and includes several smaller vacant parcels. *Source: Lake County Property Appraisers' Office Property Record Card Data.*
2. The site is contiguous to the City on its northern and western boundary across the right of way for State Road 44.
3. The site has a Lake County land use designation of Public Facilities and Infrastructure and Urban Low, but approval of Ordinance Number 23-06 would change the land use designation to Mixed Commercial Residential (MCR) in the City of Eustis.



MC Group Enterprises, Inc & ADL Revocable Trust
Future Land Use (Current)



MC Group Enterprises, Inc & ADL Revocable Trust
Future Land Use (Proposed)



Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Vacant	Public Facilities and Infrastructure and Urban Low (Lake County)	N/A
North	Vacant / Residential	Urban Low (Lake County)	N/A
South	Vacant	Mt Dora	N/A
East	Single Family Residence	Mt Dora	Suburban Neighborhood
West	Residential	Urban Low (Lake County)	N/A

Applicant's Request

The applicant and property owners, MC Group Enterprises, Inc. and AOL Revocable Living Trust, wish to annex the property, change the future land use to Mixed Commercial Residential (MCR), and assign a design district of Suburban Neighborhood.

The current Lake County land use designation for the subject property is Public Facilities and Infrastructure and Urban Low. The Lake County land use designation allows:

In the Urban Low Category: residential uses of up to four (4) dwelling units per one (1) net buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

In the Public Facilities and Infrastructure Category; uses needed to address public facility or infrastructure needs. The maximum intensity in this category shall be 1.0. The maximum Impervious Surface Ratio shall be 0.80. TYPICAL USES INCLUDE: Civic uses; Public order and safety; Active and passive recreation facilities; Transportation facilities; Schools; Energy plants; and Utilities.

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

Analysis of Annexation Request (**Ordinance Number 23-05**)

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

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

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

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

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

The Joint Planning Area boundaries define the reasonably compact area where the City could provide services effectively and efficiently. The subject property lies within that planning area; it is contiguous to the City limits on the western boundary; and the owner petitioned for annexation.

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

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

The department published notice of this annexation in the Daily Commercial in accordance with the requirements on March 2, 2023, and again on March 23, 2023.

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

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

Annexation of the subject property does not create an enclave.

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

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

The department provided notice to the Lake County Board of County Commissioners on February 17, 2023 via email and by Certified Mail on February 24, 2023.

Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 23-06**)

In Accordance with the Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl:

Primary Indicators of Sprawl:

The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan

amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

Review of Indicators

1. Low Intensity Development:

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

This indicator does not apply. The requested future land use will provide for a higher density (12 du/acre) than the County FLU (4 du/acre) allows.

2. Urban Development in Rural Areas:

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

This indicator does not apply. The subject properties are located in an urbanizing corridor between the City of Eustis, the City of Mount Dora, and unincorporated Lake County. Properties developing along the State Road 44 Corridor between US Highway 441 and State Road 44 will most likely be of a higher intensity/density as the corridor is urbanizing.

3. Strip or Isolated Development:

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

This indicator does not apply. The site is within an urbanizing corridor with commercial development to the north, and residential developments to the east, west, and south.

4. Natural Resources Protection:

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

This indicator does not apply. The subject property is subject to floodplain impact; however, it does not contain wetlands. A formal site plan or subdivision review and approval is required before the site may be developed and Building permit approval is required before any structure building may begin. The Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at the time of development warrant such protection.

5. Agricultural Area Protection:

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

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

6. Public Facilities:

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

This indicator does not apply. City water is available to serve the property. Development of this parcel will maximize the use and efficiency of the City water services. City Sewer is available to the property and will be addressed via the site development process.

7. Cost Effectiveness and Efficiency of Public Facilities:

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

This indicator does not apply. Adequate capacity is available to serve the existing and future development consistent with the requested MCR future land use designation. The City provides these services to other properties in the area, so efficiency will improve. The level of service for SR 44 may be strained, however, the State of Florida Department of Transportation has capacity projects planned.

8. Separation of Urban and Rural:

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

This indicator does not apply. No nearby properties contain active agricultural activities or use. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses. The proposed MCR land use designation and the Suburban Neighborhood design district are compatible with the existing development pattern.

9. Infill and Redevelopment:

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

This indicator does not apply. This property is a logical extension of services and development for the city.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. The site is surrounded by single-family development on the adjacent properties, which is consistent with permitted uses in the area. A variety of other uses are evident, including various commercial uses, Within .25 to .5 miles of the subject property. The MCR District allows for a mix of residential, commercial and office uses.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

This indicator does not apply. The site does not contain functional open space and is not connected to regionally important open space.

13. Urban Sprawl:

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

a. Direction of Growth:

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

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

b. Efficient and Cost-Effective Services:

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

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

c. Walkable and Connected Communities:

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

At the time of development, the site must meet the City's Land Development Regulations relating to connection and sidewalks. State Road 44 is not City infrastructure and does not currently have a sidewalk system. Interconnectivity to existing and future uses may be possible internally and shall be encouraged.

d. Water and Energy Conservation:

Promotes the conservation of water and energy.

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

e. Agricultural Preservation:

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

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

f. Open Space:

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

This is not applicable. The site does not provide functional open space or natural areas on a regional basis. Minimum open space is required based on the City Land Development Regulations, and minimum park space is also required to serve the development of the property if residential uses are proposed.

g. Balance of Land Uses:

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

The proposed land use allows for both residential and commercial uses. Existing commercial development exists in close proximity to serve the residential population.

h. Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

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

Major Categories of Plan Policies:

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

1. General Public Facilities/Services:

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

a. Emergency Services Analysis:

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

b. Parks & Recreation:

In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population of 20,015. The current population is 24,500. Pursua

Comprehensive Plan policies and Land Development Regulations, re: development will be required to provide on-site park amenities.

- c. Potable Water & Sanitary Sewer:
Water and sewer are available to the subject property. Both the water and sewer systems have adequate capacity to serve the development of the property.
 - d. Schools:
The proposed change should not negatively impact schools. At the time of development application verification of capacity will be required from Lake County Schools.
 - e. Solid Waste:
The City contracts with Waste Management for the hauling of solid waste. The company already services properties in the general area of the subject property. Serving this property will increase efficiency in the delivery of services.
 - f. Stormwater:
The Comprehensive Plan and Land Development Regulations include the level of service standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.
 - g. Transportation Network Analysis:
This potential added residential development is considered to have impacts on the existing transportation system. At this time, the adjacent transportation network (SR 44) has the capacity to serve the proposed MCR property, even at a maximum development standard, full evaluation of the impacts will be review based on the specific development proposal for the property. Prior to the development of the property, site plan approval amongst other approvals will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts. The level of service for SR 44 may be strained, however, the State of Florida Department of Transportation has capacity projects planned.
2. **Natural Resources/Natural Features:**
- The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Specifically, each amendment will be evaluated to 1) determine the existence of groundwater recharge areas; 2) the existence of any historical or archaeological sites; 3) the location of flood zones and the demonstration that the land uses proposed in flood-prone areas are suitable to the continued natural functioning of flood plains; and 4) the suitability of the soil and topography to the development proposed.
- a. Groundwater recharge areas:
The site may be within a recharge area, a site-specific geotechnical and hydrologic study will be needed to determine the site-specific impact at the time of development. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.

- b. Historical or archaeological sites:

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

- c. Flood zones:

The subject property is impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones.

- d. Soil and topography:

The site soils are a mix of Myakka, Placid and Pompano sands. These sands are all typically moderately to poorly drained soils. At development application soils and geotechnical reports will be required as part of the application packages as well as for permitting for development with the applicable state agencies.

As site plan or subdivision, as well as, building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should condition at the time of development warrant such protection.

3. Comprehensive Plan Review:

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

Existing Land Use According to the Lake County Comprehensive Plan:

“The Urban Low-Density Future Land Use Category provides for a range of residential development at a maximum density of four (4) dwelling units per net buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

This category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities. Within this category any residential development in excess of 10 dwelling units shall be required to provide a minimum 25% of the net buildable area of the entire site as common open space.

The maximum intensity in this category shall be 0.25, except for civic institutional uses which shall be 0.35. The maximum Impervious Surface Ratio shall be 0.60.”

In the Public Facilities and Infrastructure Category; uses needed to address public facility or infrastructure needs. The maximum intensity in this category shall be 1.0. The maximum Impervious Surface Ratio shall be 0.80. TYPICAL USES INCLUDE: Civic uses; Public order and safety; Active and passive recreation facilities; Transportation facilities; Schools; Energy plants; and Utilities.

Proposed Land Use According to the Eustis Comprehensive Plan:

Mixed Commercial / Residential (MCR)

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

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

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

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

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

Residential: 15% - 25% of total MCR acreage

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

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

Special Provisions:

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

- a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;*
- b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;*
- c. the arterial road frontage contains an existing mix of viable commercial and residential uses;*
- d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;*

(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Comparison of Lake County Development Conditions

The existing Lake County future land use designation of the property is Public Facilities and Infrastructure and Urban Low, which provides for a range of residential development in addition to civic, commercial and office uses at an appropriate scale and intensity to serve this category. Allowable density and intensity in Urban Low is a maximum of 4 dwelling units per acre and intensity of 0.25 to 0.35 floor area ratio, with the sum of residential density and non-residential intensity not exceeding 100%.

Residential: Lake County limits residential development to 4 du/acre while the MCR would allow 12 du/acre.

Proposed Residential Land Uses.

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

Not applicable. The area already includes a mix of uses including single-family residential and commercial. This proposed development would be adequately distanced from the commercial to the south.

Proposed Non-Residential Land Uses.

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

Not applicable.

1. Transportation:

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

This potential added residential development is considered to have no negative impacts on the existing transportation system. At this time, the adjacent transportation network (SR 44) has the capacity to serve the proposed MCR property, even at a maximum development standard, without negatively affecting the adopted level of service.

2. Water Supply:

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

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

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

Standards for Review:

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

a. *Consistent with Comprehensive Plan:*

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

The proposed amendment is consistent with the Comprehensive Plan.

b. *In Conflict with Land Development Regulations:*

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

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

c. *Inconsistent with Surrounding Uses:*

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

City commercial uses are located to the north within 300 feet of the property and residential uses are located in the surrounding area with varying densities. The proposed MCR does allow for greater densities than the current surrounding residential.

d. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

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

e. *Demand on Public Facilities:*

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

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

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

f. *Impact on Environment:*

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

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

g. *Orderly Development Pattern:*

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

The site is contiguous to the City limits. The annexation would create a logical development pattern as it extends the City limits to a more natural boundary in this area (SR 44 Corridor). This would further the eventual goal of a Eustis area under one local government jurisdiction.

The requested MCR future land use designation, coupled with a Suburban Neighborhood design district designation, provides for a consistent development transect.

The requested land use provides for a transition in density and intensity from City of Eustis Suburban Residential to the west.

h. *Public Interest and Intent of Regulations:*

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

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

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

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

i. *Other Matters:*

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

No other matters.

Applicable Policies and Codes

1. Resolution Number 87-34

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

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

3. Comprehensive Plan – Mixed Commercial Residential (MCR): This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses. General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted. Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre. Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows: Residential: 15% - 25% of total MCR acreage Commercial/Office: 75% - 85% of total MCR acreage. The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met. Special Provisions:
 - (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
 - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
 - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
 - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
 - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
 - (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

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

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

Analysis of Design District Request (**Ordinance Number 23-03**):

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. *Standards for Review:*

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

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

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

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

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

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

Design districts – Suburban Neighborhood

- a. Definition. Predominately residential uses with some neighborhood-scale commercial services.
- b. Structure. Interconnected trails, bikeways, and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
- c. Form. Mix of detached residential uses with some neighborhood-supporting retail, parks and civic spaces as focal points in the neighborhoods.

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

c. *Section 102-17(a)*

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

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

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

d. *Consistent with Comprehensive Plan:*

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

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

e. *Consistent with Surrounding Uses:*

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

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

f. **Changed Conditions:**

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

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

g. **Public Facilities.**

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

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

h. *Impact on Environment:*

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

The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation controls the density, intensity and minimum open space permitted on the site, so the Design District amendment would not result in additional impacts on the natural environment. As building permit approval must be

obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should conditions at the time of development warrant such protection.

i. Property Values:

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

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

j. Orderly Development Pattern:

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

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

k. Public Interest and Intent of Regulations:

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

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

l. Other Matters:

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

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

Applicable Policies and Codes

6. Resolution Number 87-34

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

provide adequate urban services and facilities to serve those areas within the Joint Planning Area.”

7. Florida Statutes Chapter 171.044: Voluntary Annexation:
 - c. “The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.”
 - d. “Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”
8. Comprehensive Plan – Mixed Commercial Residential (MCR): This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses. General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted. Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre. Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes and shall monitor on a citywide basis, a mix of uses as follows: Residential: 15% - 25% of total MCR acreage Commercial/Office: 75% - 85% of total MCR acreage. The composition of the mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met. Special Provisions:
 - (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
 - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
 - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
 - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
 - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
 - (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.
9. Land Development Regulations Section 109-5.5(b)(1): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
10. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: The MCR land use has a maximum density of 12 units to one acre. The MCR designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses, and provide for mixed-use development.

Recommended Action:

Development Services recommends approval of Ordinance Numbers 23-01, 23-02, and 23-03.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 23-05 (Annexation), 23-06 (Comp. Plan Amendment), and/or 23-07 (Design District Designation).
2. Deny Ordinance Numbers 23-05, 23-06, and 23-07.

Budget/Staff Impact:

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

Prepared By:

Jeff Richardson, AICP, Deputy Development Services Director

Reviewed By:

Mike Lane, AICP, Development Services Director

Heather Croney, Senior Planner

ORDINANCE NUMBER 23-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 41.22 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 1784077, 1784140, 1444756, 2585153, AND 2535628, GENERALLY LOCATED AT 18900 STATE ROAD 44 AND 19702 EUSTIS AIRPORT ROAD, EAST OF LAKE JOANNA AND NORTH OF LOCH LEVEN, FROM URBAN LOW IN LAKE COUNTY TO MIXED COMMERCIAL RESIDENTIAL IN THE CITY OF EUSTIS.

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

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

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

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 41.22 acres of real property located at 18900 State Road 44 and 19702 Eustis Airport Road, East of Lake Joanna and North of Loch Leven (Alternate Key Numbers 1784077, 1784140, 1444756, 2535628, 2585153), and more particularly described herein as Exhibit "A"; and

WHEREAS, on March 16, 2023, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on March 16, 2023, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on April 6, 2023, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein as Exhibit "B";

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

SECTION 1.

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

Parcel Alternate Keys: 1784077, 1784140, 1444756, 2535628, 2585153

Parcel Identification Numbers: 08-19-27-0004-000-01901, 17-19-27-0001-000-00102, 17-19-27-0001-000-04400, 17-19-27-0001-000-00800, 17-19-27-0001-000-05600

Legal Description: Exhibit "A"

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 6th day of April, 2023.

**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 6th day of April, 2023, 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, 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 23-06 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"**LEGAL DESCRIPTION:**

Parcel 1

FROM THE SOUTHEAST CORNER OF SECTION 8 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN SOUTH 89-24-00 WEST ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 1305.12 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-36-00 WEST 1306.90 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, RUN WEST 466.67 FEET, SOUTH 00-36-00 EAST TO THE SOUTH LINE OF SECTION 8, NORTH 89-24-00 EAST 466.67 FEET TO THE POINT OF BEGINNING ORB 5330 PG 2169

Parcel 2

FROM NE COR OF SEC RUN W ALONG N LINE OF SEC 1306.12 FT FOR POB, RUN S 0DEG 36MIN E 1959.79 FT, S 89DEG 24MIN W 466.67 FT, N 0DEG 36MIN W 1959.79 FT TO N LINE OF SEC, E'LY 466.67 FT TO POB--LESS FROM NE COR OF SEC RUN N 89DEG 43MIN 49SEC W 1304.56 FT, S 00DEG 16MIN 30SEC W 1959.72 FT, N 89DEG 43MIN 30SEC W 239.22 FT FOR POB, CONT N 89DEG 43MIN 30SEC W 327.45 FT, N 00DEG 16MIN 30SEC W 1048.27 FT, S 89DEG 43MIN 49SEC E 100 FT, S 00DEG 16MIN 30SEC W 77.78 FT, S 89DEG 46MIN 03SEC E 199.64 FT, S 01DEG 21MIN 59SEC E 971.04 FT TO POB-- ORB 5330 PG 2169

Parcel 3

S 322 FT OF N 642 FT OF NE 1/4--LESS E 1772.79 FT & LESS CR 44B & LESS N 40 FT OF W 60 FT LYING E OF CR 44B-- ORB 5790 PG 2287

Parcel 4

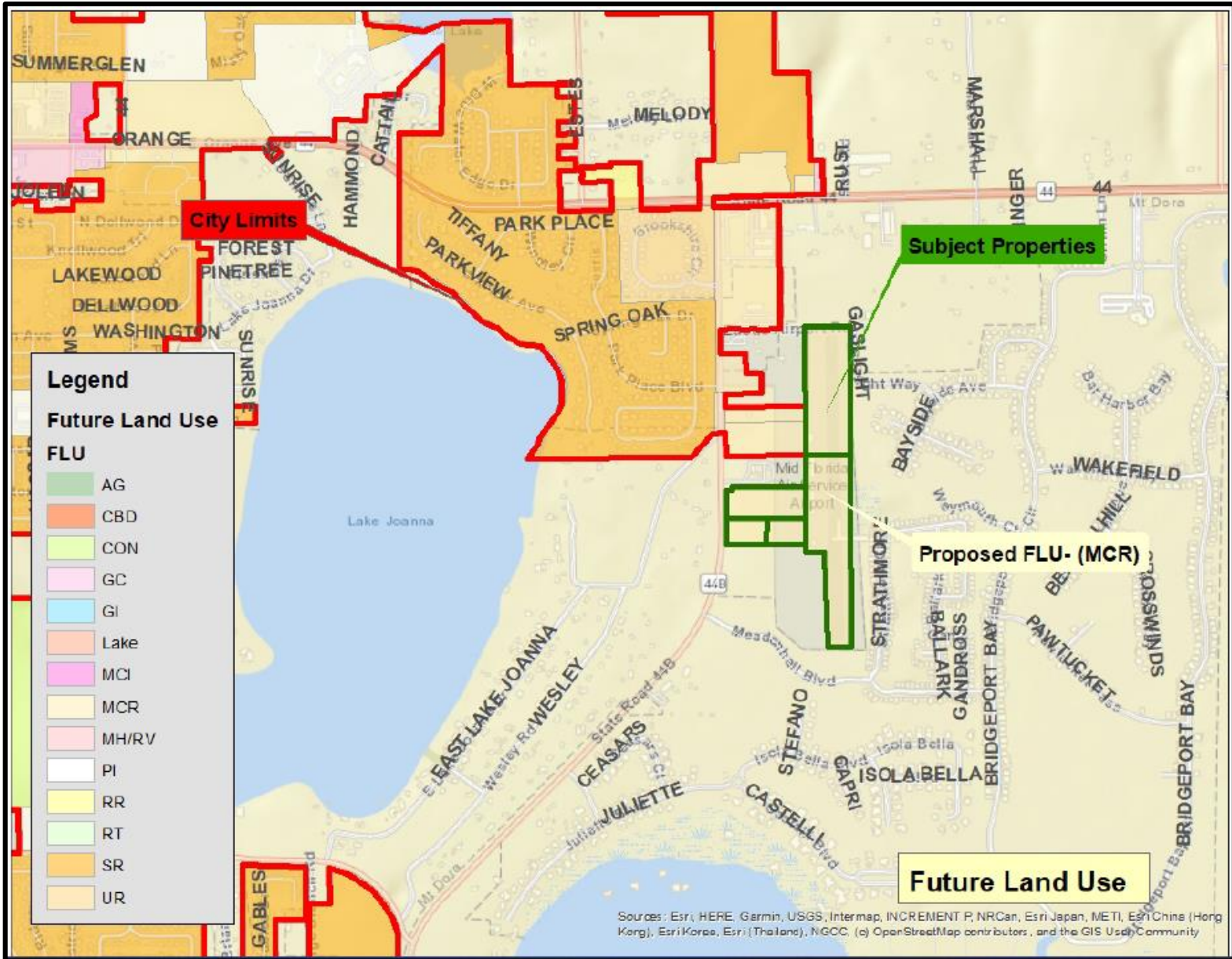
BEG AT A PT 911.51 FT S & 2176.86 FT W OF NE COR OF SEC, RUN N 269.51 FT, W TO E R/W OF SR 44-B, S'LY ALONG SD R/W TO A PT 911.51 FT S OF N LINE OF SEC, E PARALLEL TO N LINE OF SEC TO POB ORB 5790 PG 2287

Parcel 5

S 269.51 FT OF N 911.5 FT OF W 404.07 FT OF E 2176.86 FT OF NE 1/4 ORB 5790 PG 2287

(The foregoing legal description was created via optical character recognition from the applicant's PDF submittal and has not been verified for accuracy)

EXHIBIT "B"





City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 16, 2023

RE: **FIRST READING**

ORDINANCE NUMBERS 23-05, 23-06 AND 23-07: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS WITH ALTERNATE KEYS 1784077, 1784140, 1444756, 2585153 and 2535628

Ordinance Number 23-05 – Voluntary Annexation

Ordinance Number 23-06 – Comprehensive Plan Amendment

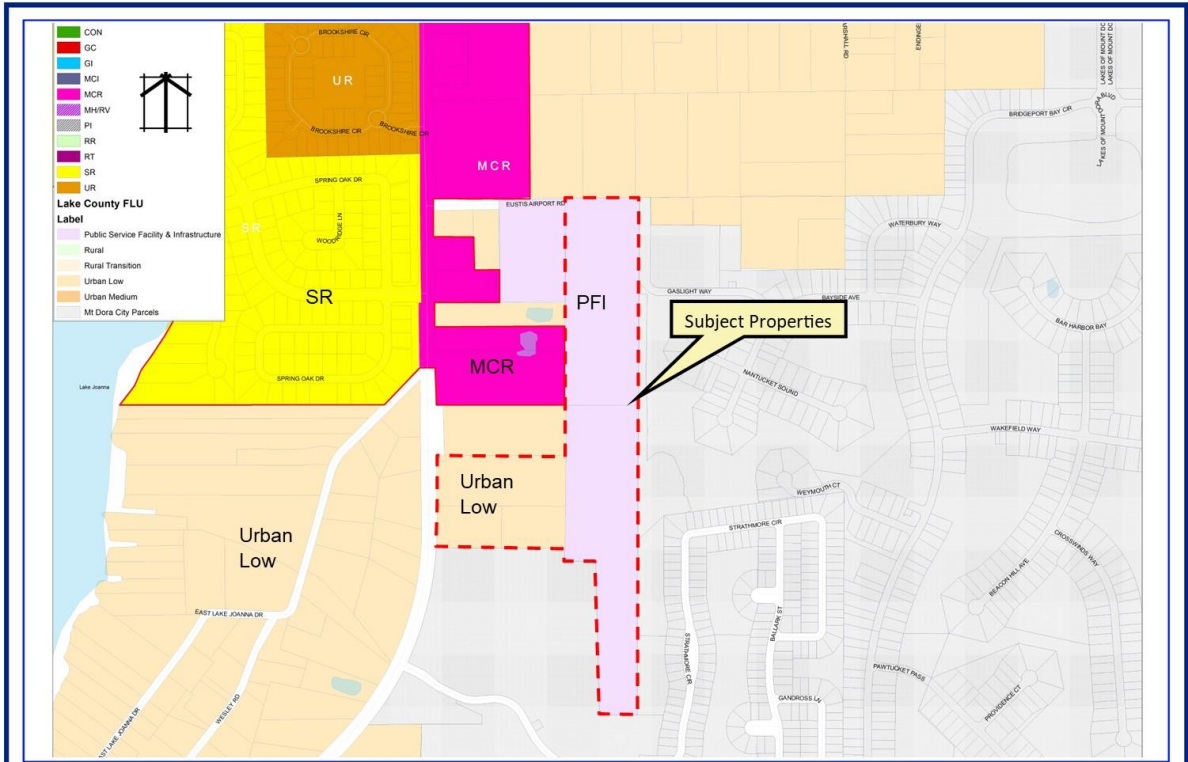
Ordinance Number 23-07 – Design District Assignment

Introduction:

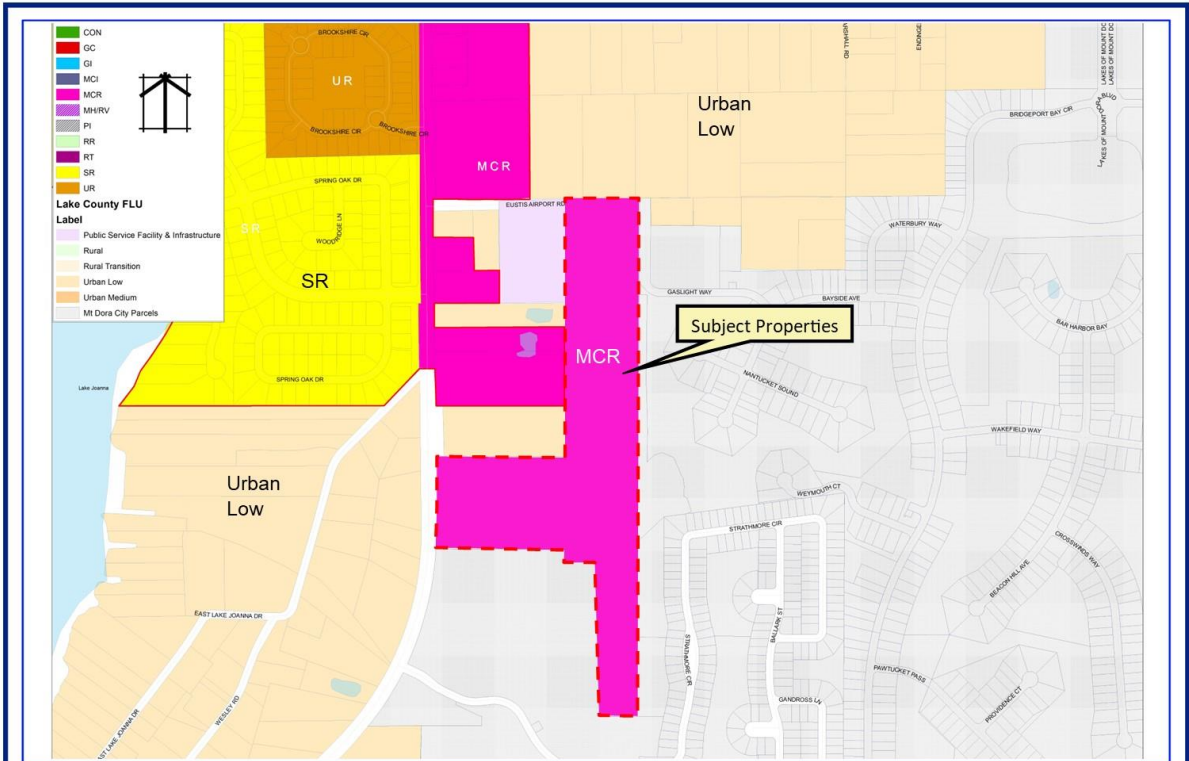
Ordinance Number 23-05 provides for the voluntary annexation of approximately 41.22 acres of land located on the east side of State Road 44, north, south and east of the State Road 44 intersection with Lake Joanna Drive (Alternate Key Numbers 1784077, 1784140, 1444756, 2585153, and 2535628). Provided the annexation of the subject property is approved, via Ordinance Number 23-05, Ordinance Number 23-06 would change the future land use designation from Public Facilities and Infrastructure and Urban Low in Lake County to Mixed Commercial Residential (MCR) in the City of Eustis, and Ordinance Number 23-07 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 23-05 is denied, then there can be no consideration of Ordinance Numbers 23-06 and 23-07.

Background:

1. The site contains approximately 41.22 acres, and is located within the Eustis Joint Planning Area. The site has been historically used and is currently used for the operation of a small airport and includes several smaller vacant parcels. *Source: Lake County Property Appraisers' Office Property Record Card Data.*
2. The site is contiguous to the City on its northern and western boundary across the right of way for State Road 44.
3. The site has a Lake County land use designation of Public Facilities and Infrastructure and Urban Low, but approval of Ordinance Number 23-06 would change the land use designation to Mixed Commercial Residential (MCR) in the City of Eustis.



MC Group Enterprises, Inc & ADL Revocable Trust
Future Land Use (Current)



MC Group Enterprises, Inc & ADL Revocable Trust
Future Land Use (Proposed)



Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Vacant	Public Facilities and Infrastructure and Urban Low (Lake County)	N/A
North	Vacant / Residential	Urban Low (Lake County)	N/A
South	Vacant	Mt Dora	N/A
East	Single Family Residence	Mt Dora	Suburban Neighborhood
West	Residential	Urban Low (Lake County)	N/A

Applicant's Request

The applicant and property owners, MC Group Enterprises, Inc. and AOL Revocable Living Trust, wish to annex the property, change the future land use to Mixed Commercial Residential (MCR), and assign a design district of Suburban Neighborhood.

The current Lake County land use designation for the subject property is Public Facilities and Infrastructure and Urban Low. The Lake County land use designation allows:

In the Urban Low Category: residential uses of up to four (4) dwelling units per one (1) net buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

In the Public Facilities and Infrastructure Category; uses needed to address public facility or infrastructure needs. The maximum intensity in this category shall be 1.0. The maximum Impervious Surface Ratio shall be 0.80. TYPICAL USES INCLUDE: Civic uses; Public order and safety; Active and passive recreation facilities; Transportation facilities; Schools; Energy plants; and Utilities.

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

Analysis of Annexation Request (**Ordinance Number 23-05**)

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

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

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

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

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

The Joint Planning Area boundaries define the reasonably compact area where the City could provide services effectively and efficiently. The subject property lies within that planning area; it is contiguous to the City limits on the western boundary; and the owner petitioned for annexation.

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

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

The department published notice of this annexation in the Daily Commercial in accordance with the requirements on March 2, 2023, and again on March 23, 2023.

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

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

Annexation of the subject property does not create an enclave.

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

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

The department provided notice to the Lake County Board of County Commissioners on February 17, 2023 via email and by Certified Mail on February 24, 2023.

Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 23-06**)

In Accordance with the Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl:

Primary Indicators of Sprawl:

The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan

amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

Review of Indicators

1. Low Intensity Development:

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

This indicator does not apply. The requested future land use will provide for a higher density (12 du/acre) than the County FLU (4 du/acre) allows.

2. Urban Development in Rural Areas:

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

This indicator does not apply. The subject properties are located in an urbanizing corridor between the City of Eustis, the City of Mount Dora, and unincorporated Lake County. Properties developing along the State Road 44 Corridor between US Highway 441 and State Road 44 will most likely be of a higher intensity/density as the corridor is urbanizing.

3. Strip or Isolated Development:

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

This indicator does not apply. The site is within an urbanizing corridor with commercial development to the north, and residential developments to the east, west, and south.

4. Natural Resources Protection:

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

This indicator does not apply. The subject property is subject to floodplain impact; however, it does not contain wetlands. A formal site plan or subdivision review and approval is required before the site may be developed and Building permit approval is required before any structure building may begin. The Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at the time of development warrant such protection.

5. Agricultural Area Protection:

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

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

6. Public Facilities:

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

This indicator does not apply. City water is available to serve the property. Development of this parcel will maximize the use and efficiency of the City water services. City Sewer is available to the property and will be addressed via the site development process.

7. Cost Effectiveness and Efficiency of Public Facilities:

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

This indicator does not apply. Adequate capacity is available to serve the existing and future development consistent with the requested MCR future land use designation. The City provides these services to other properties in the area, so efficiency will improve. The level of service for SR 44 may be strained, however, the State of Florida Department of Transportation has capacity projects planned.

8. Separation of Urban and Rural:

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

This indicator does not apply. No nearby properties contain active agricultural activities or use. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses. The proposed MCR land use designation and the Suburban Neighborhood design district are compatible with the existing development pattern.

9. Infill and Redevelopment:

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

This indicator does not apply. This property is a logical extension of services and development for the city.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. The site is surrounded by single-family development on the adjacent properties, which is consistent with permitted uses in the area. A variety of other uses are evident, including various commercial uses, Within .25 to .5 miles of the subject property. The MCR District allows for a mix of residential, commercial and office uses.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

This indicator does not apply. The site does not contain functional open space and is not connected to regionally important open space.

13. Urban Sprawl:

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

a. Direction of Growth:

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

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

b. Efficient and Cost-Effective Services:

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

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

c. Walkable and Connected Communities:

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

At the time of development, the site must meet the City's Land Development Regulations relating to connection and sidewalks. State Road 44 is not City infrastructure and does not currently have a sidewalk system. Interconnectivity to existing and future uses may be possible internally and shall be encouraged.

d. Water and Energy Conservation:

Promotes the conservation of water and energy.

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

e. Agricultural Preservation:

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

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

f. Open Space:

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

This is not applicable. The site does not provide functional open space or natural areas on a regional basis. Minimum open space is required based on the City Land Development Regulations, and minimum park space is also required to serve the development of the property if residential uses are proposed.

g. Balance of Land Uses:

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

The proposed land use allows for both residential and commercial uses. Existing commercial development exists in close proximity to serve the residential population.

h. Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

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

Major Categories of Plan Policies:

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

1. General Public Facilities/Services:

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

a. Emergency Services Analysis:

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

b. Parks & Recreation:

In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population of 20,015. The current population is 24,500. Pursua

Comprehensive Plan policies and Land Development Regulations, re: development will be required to provide on-site park amenities.

- c. Potable Water & Sanitary Sewer:
Water and sewer are available to the subject property. Both the water and sewer systems have adequate capacity to serve the development of the property.
 - d. Schools:
The proposed change should not negatively impact schools. At the time of development application verification of capacity will be required from Lake County Schools.
 - e. Solid Waste:
The City contracts with Waste Management for the hauling of solid waste. The company already services properties in the general area of the subject property. Serving this property will increase efficiency in the delivery of services.
 - f. Stormwater:
The Comprehensive Plan and Land Development Regulations include the level of service standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.
 - g. Transportation Network Analysis:
This potential added residential development is considered to have impacts on the existing transportation system. At this time, the adjacent transportation network (SR 44) has the capacity to serve the proposed MCR property, even at a maximum development standard, full evaluation of the impacts will be review based on the specific development proposal for the property. Prior to the development of the property, site plan approval amongst other approvals will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts. The level of service for SR 44 may be strained, however, the State of Florida Department of Transportation has capacity projects planned.
2. **Natural Resources/Natural Features:**
- The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Specifically, each amendment will be evaluated to 1) determine the existence of groundwater recharge areas; 2) the existence of any historical or archaeological sites; 3) the location of flood zones and the demonstration that the land uses proposed in flood-prone areas are suitable to the continued natural functioning of flood plains; and 4) the suitability of the soil and topography to the development proposed.
- a. Groundwater recharge areas:
The site may be within a recharge area, a site-specific geotechnical and hydrologic study will be needed to determine the site-specific impact at the time of development. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.

- b. Historical or archaeological sites:

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

- c. Flood zones:

The subject property is impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones.

- d. Soil and topography:

The site soils are a mix of Myakka, Placid and Pompano sands. These sands are all typically moderately to poorly drained soils. At development application soils and geotechnical reports will be required as part of the application packages as well as for permitting for development with the applicable state agencies.

As site plan or subdivision, as well as, building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should condition at the time of development warrant such protection.

3. Comprehensive Plan Review:

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

Existing Land Use According to the Lake County Comprehensive Plan:

“The Urban Low-Density Future Land Use Category provides for a range of residential development at a maximum density of four (4) dwelling units per net buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

This category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities. Within this category any residential development in excess of 10 dwelling units shall be required to provide a minimum 25% of the net buildable area of the entire site as common open space.

The maximum intensity in this category shall be 0.25, except for civic institutional uses which shall be 0.35. The maximum Impervious Surface Ratio shall be 0.60.”

In the Public Facilities and Infrastructure Category; uses needed to address public facility or infrastructure needs. The maximum intensity in this category shall be 1.0. The maximum Impervious Surface Ratio shall be 0.80. TYPICAL USES INCLUDE: Civic uses; Public order and safety; Active and passive recreation facilities; Transportation facilities; Schools; Energy plants; and Utilities.

Proposed Land Use According to the Eustis Comprehensive Plan:

Mixed Commercial / Residential (MCR)

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

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

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

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

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

Residential: 15% - 25% of total MCR acreage

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

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

Special Provisions:

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

- a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;*
- b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;*
- c. the arterial road frontage contains an existing mix of viable commercial and residential uses;*
- d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;*

(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Comparison of Lake County Development Conditions

The existing Lake County future land use designation of the property is Public Facilities and Infrastructure and Urban Low, which provides for a range of residential development in addition to civic, commercial and office uses at an appropriate scale and intensity to serve this category. Allowable density and intensity in Urban Low is a maximum of 4 dwelling units per acre and intensity of 0.25 to 0.35 floor area ratio, with the sum of residential density and non-residential intensity not exceeding 100%.

Residential: Lake County limits residential development to 4 du/acre while the MCR would allow 12 du/acre.

Proposed Residential Land Uses.

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

Not applicable. The area already includes a mix of uses including single-family residential and commercial. This proposed development would be adequately distanced from the commercial to the south.

Proposed Non-Residential Land Uses.

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

Not applicable.

1. Transportation:

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

This potential added residential development is considered to have no negative impacts on the existing transportation system. At this time, the adjacent transportation network (SR 44) has the capacity to serve the proposed MCR property, even at a maximum development standard, without negatively affecting the adopted level of service.

2. Water Supply:

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

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

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

Standards for Review:

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

a. *Consistent with Comprehensive Plan:*

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

The proposed amendment is consistent with the Comprehensive Plan.

b. *In Conflict with Land Development Regulations:*

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

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

c. *Inconsistent with Surrounding Uses:*

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

City commercial uses are located to the north within 300 feet of the property and residential uses are located in the surrounding area with varying densities. The proposed MCR does allow for greater densities than the current surrounding residential.

d. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

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

e. *Demand on Public Facilities:*

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

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

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

f. *Impact on Environment:*

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

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

g. *Orderly Development Pattern:*

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

The site is contiguous to the City limits. The annexation would create a logical development pattern as it extends the City limits to a more natural boundary in this area (SR 44 Corridor). This would further the eventual goal of a Eustis area under one local government jurisdiction.

The requested MCR future land use designation, coupled with a Suburban Neighborhood design district designation, provides for a consistent development transect.

The requested land use provides for a transition in density and intensity from City of Eustis Suburban Residential to the west.

h. *Public Interest and Intent of Regulations:*

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

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

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

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

i. *Other Matters:*

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

No other matters.

Applicable Policies and Codes

1. Resolution Number 87-34

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

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

3. Comprehensive Plan – Mixed Commercial Residential (MCR): This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses. General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted. Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre. Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows: Residential: 15% - 25% of total MCR acreage Commercial/Office: 75% - 85% of total MCR acreage. The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met. Special Provisions:
 - (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
 - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
 - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
 - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
 - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
 - (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

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

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

Analysis of Design District Request (**Ordinance Number 23-03**):

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. *Standards for Review:*

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

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

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

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

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

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

Design districts – Suburban Neighborhood

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

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

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

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

c. *Section 102-17(a)*

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

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

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

d. *Consistent with Comprehensive Plan:*

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

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

e. *Consistent with Surrounding Uses:*

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

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

f. **Changed Conditions:**

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

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

g. **Public Facilities.**

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

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

h. *Impact on Environment:*

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

The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation controls the density, intensity and minimum open space permitted on the site, so the Design District amendment would not result in additional impacts on the natural environment. As building permit approval must be

obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should conditions at the time of development warrant such protection.

i. Property Values:

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

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

j. Orderly Development Pattern:

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

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

k. Public Interest and Intent of Regulations:

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

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

l. Other Matters:

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

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

Applicable Policies and Codes

6. Resolution Number 87-34

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

provide adequate urban services and facilities to serve those areas within the Joint Planning Area.”

7. Florida Statutes Chapter 171.044: Voluntary Annexation:
 - c. “The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.”
 - d. “Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”
8. Comprehensive Plan – Mixed Commercial Residential (MCR): This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses. General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted. Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre. Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes and shall monitor on a citywide basis, a mix of uses as follows: Residential: 15% - 25% of total MCR acreage Commercial/Office: 75% - 85% of total MCR acreage. The composition of the mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met. Special Provisions:
 - (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
 - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
 - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
 - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
 - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
 - (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.
9. Land Development Regulations Section 109-5.5(b)(1): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
10. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: The MCR land use has a maximum density of 12 units to one acre. The MCR designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses, and provide for mixed-use development.

Recommended Action:

Development Services recommends approval of Ordinance Numbers 23-01, 23-02, and 23-03.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 23-05 (Annexation), 23-06 (Comp. Plan Amendment), and/or 23-07 (Design District Designation).
2. Deny Ordinance Numbers 23-05, 23-06, and 23-07.

Budget/Staff Impact:

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

Prepared By:

Jeff Richardson, AICP, Deputy Development Services Director

Reviewed By:

Mike Lane, AICP, Development Services Director

Heather Croney, Senior Planner

ORDINANCE NUMBER 23-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 41.22 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 1784077, 1784140, 1444756, 2585153, AND 2535628, GENERALLY LOCATED AT 18900 STATE ROAD 44 AND 19702 EUSTIS AIRPORT ROAD, EAST OF LAKE JOANNA AND NORTH OF LOCH LEVEN.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Neighborhood to approximately 41.22 acres of recently annexed real property further described below, and

WHEREAS, on March 16, 2023, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on April 6, 2023, 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, FLORIDA, HEREBY ORDAINS:

Section 1. Design District Designation

That the Design District Designation of the real property described below, and more specifically in Exhibit "A", and shown in Exhibit "B", shall be Suburban Neighborhood:

Parcel Alternate Keys: 1784077, 1784140, 1444756, 2535628, 2585153

Parcel Identification Numbers: 08-19-27-0004-000-01901, 17-19-27-0001-000-00102, 17-19-27-0001-000-04400, 17-19-27-0001-000-00800, 17-19-27-0001-000-05600

Legal Description: Exhibit "A"

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 23-07.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 6th day of April, 2023.

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 6th day of April, 2023, 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:

EXHIBIT "A"**LEGAL DESCRIPTION:**

Parcel 1

FROM THE SOUTHEAST CORNER OF SECTION 8 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN SOUTH 89-24-00 WEST ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 1305.12 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-36-00 WEST 1306.90 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, RUN WEST 466.67 FEET, SOUTH 00-36-00 EAST TO THE SOUTH LINE OF SECTION 8, NORTH 89-24-00 EAST 466.67 FEET TO THE POINT OF BEGINNING ORB 5330 PG 2169

Parcel 2

FROM NE COR OF SEC RUN W ALONG N LINE OF SEC 1306.12 FT FOR POB, RUN S 0DEG 36MIN E 1959.79 FT, S 89DEG 24MIN W 466.67 FT, N 0DEG 36MIN W 1959.79 FT TO N LINE OF SEC, E'LY 466.67 FT TO POB--LESS FROM NE COR OF SEC RUN N 89DEG 43MIN 49SEC W 1304.56 FT, S 00DEG 16MIN 30SEC W 1959.72 FT, N 89DEG 43MIN 30SEC W 239.22 FT FOR POB, CONT N 89DEG 43MIN 30SEC W 327.45 FT, N 00DEG 16MIN 30SEC W 1048.27 FT, S 89DEG 43MIN 49SEC E 100 FT, S 00DEG 16MIN 30SEC W 77.78 FT, S 89DEG 46MIN 03SEC E 199.64 FT, S 01DEG 21MIN 59SEC E 971.04 FT TO POB-- ORB 5330 PG 2169

Parcel 3

S 322 FT OF N 642 FT OF NE 1/4--LESS E 1772.79 FT & LESS CR 44B & LESS N 40 FT OF W 60 FT LYING E OF CR 44B-- ORB 5790 PG 2287

Parcel 4

BEG AT A PT 911.51 FT S & 2176.86 FT W OF NE COR OF SEC, RUN N 269.51 FT, W TO E R/W OF SR 44-B, S'LY ALONG SD R/W TO A PT 911.51 FT S OF N LINE OF SEC, E PARALLEL TO N LINE OF SEC TO POB ORB 5790 PG 2287

Parcel 5

S 269.51 FT OF N 911.5 FT OF W 404.07 FT OF E 2176.86 FT OF NE 1/4 ORB 5790 PG 2287

(The foregoing legal description was created via optical character recognition from the applicant's PDF submittal and has not been verified for accuracy)



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 16, 2023

RE: Audit Report Presentation

Introduction:

Mike Sheppard, Finance Director, presents information related to the Audit Report.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager