



AGENDA

City Commission Meeting

6:00 PM – Thursday, October 05, 2023 – City Hall

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: VICE MAYOR EMILY LEE

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

July 20, 2023 City Commission Meeting

3. PRESENTATIONS

3.1 Organizational Grant - Trout Lake Nature Center, Inc.

4. AUDIENCE TO BE HEARD

5. CONSENT AGENDA

5.1 Resolution Number 23-82: Approval of Library Purchases for Books and Other Reading Materials in Excess of 50,000

5.2 Resolution Number 23-85: Approval of Public Works Annual Purchases in Excess of \$50,000

5.3 Resolution Number 23-88: Coolidge Street Engineering Design Services

5.4 Resolution Number 23-90: Approval of purchase in excess of \$50,000 for Customer Service postage costs

5.5 Resolution Number 23-91: Approval of Verteks Consulting, Inc. Annual Payment Purchase in Excess of \$50,000

5.6 Resolution Number 23-92: Approval of Public Utilities / Wastewater Annual Purchases in Excess of \$50,000

5.7 Resolution Number 23-93: Florida Department of Transportation (FDOT) Local Funding Agreement for State Road-19

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 23-89: Live Local Act Pending Legislation

6.2 **SECOND READING**

Ordinance Number 23-23: SECOND READING Annual Update of 5-yr. Capital Improvement Plan

6.3 SECOND READING

Ordinance Number 23-24: SECOND READING Conditional Use Permit for a School in the Central Business District (CBD) Future Land Use District Located at 135 N. Grove Street

- 7. OTHER BUSINESS**
- 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

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

TO: EUSTIS CITY COMMISSION

FROM: Christine Halloran, City Clerk

DATE: October 5, 2023

RE: Approval of Minutes

Introduction:

This item is for consideration of the minutes of the July 20, 2023 City Commission Meeting.

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Meeting

6:00 PM – Thursday, July 20, 2023 – City Hall

INVOCATION: A moment of silence was observed.

PLEDGE OF ALLEGIANCE: COMMISSIONER NAN COBB

CALL TO ORDER: 6:01 P.M.

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

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

ABSENT: Commissioner Willie Hawkins

1. **AGENDA UPDATE: None**

2. **PRESENTATIONS**

2.1 Promotion Ceremony for Lieutenant Grieves

Police Chief Craig Capri conducted the promotion ceremony for Lieutenant Matt Grieves. He reviewed Lt. Grieves' employment history with the City of Eustis and cited his extensive arrests for the City. He commented on the need for the department to have a good succession plan.

Lt. Grieves thanked the department and his family for their support.

3. **AUDIENCE TO BE HEARD**

Cindy Newton, unincorporated Lake County resident, thanked Chief Capri for his presentation on the school zone cameras. She also thanked the City for the Back to School Bash. She announced that the Organizations of Faith would also be holding an event with 150 people registered. She noted they already have a waiting list and expressed the hope that they would receive enough supplies to reach closer to 200. She stated the venue would be the First United Methodist Church of Eustis and it would be held the same day as the City's event. She noted they would also have clothing available.

4. **CONSENT AGENDA**

4.1 Resolution Number 23-56: Bid Award for Bay Street Medians Landscape Construction

4.2 Resolution Number 23-58: Amending the FY2022-2023 Economic Development Fund to accept Duke Energy Foundation Marketing and Research Grant

4.3 Resolution Number 23-59: Amending FY2022-23 Economic Development Fund (68) to accept the Lake County Award for the Incubation Partnership Agreement

4.4 Resolution Number 23-63: Authorizing the recording of liens on delinquent utility accounts

4.5 Resolution Number 23-64: Mediated Settlement Agreement with SpenceTF, LLC

4.6 Resolution Number 23-65: Authorizing a Budget Amendment to the FY2022-23 General Fund Budget to accommodate a Mediated Settlement Agreement with SpenceTF LLC

Item 2.1

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

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

5. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

5.1 Resolution Number 23-53: Huddle Townhomes Mixed-Use Community Preliminary Subdivision Plat Project at 19040 State Road 44 (Alternate Key Numbers 2612533 AND 2612517)

Sasha Garcia, City Attorney, announced Resolution Number 23-53: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat for Huddle Homes mixed-use project, which will consist of 40 townhome dwelling units and commercial space with a restaurant, on approximately 9.37 acres of property located at 19040 State Road 44, on the east side of State Road 44, just over 700 feet south of Eustis Airport Road (Alternate Key Numbers 2612533 and 2612517).

Heather Croney, Senior Planner, reviewed the preliminary subdivision plat for the Huddle Homes Mixed Use Project consisting of 40 townhome single-family units and an 8,840 square foot Huddle Eats commercial establishment. She noted the surrounding properties and subdivision plan information. She stated the net acreage minus wetlands and water bodies is just under nine acres. She stated that they are required to have at least 25% open space for the residential and 20% for commercial and they are exceeding that minimum. She added they are required to have .5 acre of park space and they are providing .7 acres of park space. She added they are meeting the required landscape buffer. She provided an overview of the site layout noting that the commercial space would be in the northwest corner. She noted that some of the property is in the flood zone and stated that David Clutts would explain their planned treatment of the flood zone. She stated staff's recommendation for approval. She indicated that the project is substantially consistent with the Comprehensive Plan, and the Land Development Regulations and no waivers are requested. She explained the preliminary plat is only coming before the Commission due to it being a subdivision. She further explained that all subdivision preliminary plats and final plats are required to go before the Commission whether or not they have waivers.

Attorney Garcia opened the public hearing at 6:13 p.m.

Mark Bobick expressed concern regarding the restaurant and its possible impact on the neighborhood and what else the commercial space might be used for. He also questioned whether or not there would be an HOA and whether or not there would be any limitations on what the residential units could be used for.

Cynthia Complin asked about what proposed infrastructure would be funded by the developer, including school stops, noise limitations and if there would be any limitations on the type of commercial establishments.

Ms. Croney confirmed the City has a noise ordinance in place that would be applied to the location. Regarding the infrastructure, she stated a traffic study was completed and would be further reviewed as the project moves into the final engineering and construction plan phase. She explained that the preliminary subdivision plat only approves the overall layout and concept, not actually the details. She stated that final plat would come before the Commission after the final engineering and construction plan.

Nadine Bobick asked if the preliminary plat is approved would that mean the restaurant could be moved. She expressed concern regarding the location of the restaurant.

Ms. Croney responded that the Commission may accept the plat as is or they can request changes and have it brought back. She added that the City does have allowed uses within each land use category. Some items would require a conditional use and some are permitted. She indicated the project is Mixed Commercial/Residential so whatever is allowed in that category would be allowed in the project.

Tom Carrino, City Manager, reported he checked the noise ordinance which allows noise until 10 p.m. on weekdays and 11 p.m. on Friday and Saturday evenings. He indicated there are also other stipulations.

David Clutts, project engineer with Civil Engineering Solutions, addressed the questions asked by the audience and stated the design of the site was done in conjunction with the natural drainage patterns on the site. He explained the constraints of intersections and traffic flow restrictions required by FDOT. He added that, when they go through the final engineering and construction plans, approximately four agencies will review the plans including the City, St. John's River Water Management District and FDOT. He indicated they would then adjust the FEMA maps to reflect the conditions at the end of the design.

Mr. Clutts cited the City's floodplain protection ordinances and indicated that's how they protect the surrounding properties.

The Commission asked about the FEMA review and what would occur if they did not like what was proposed.

Mr. Clutts responded they would have to revisit the plat in that event to determine how to address their concerns. He indicated he did not anticipate that occurring. He noted the existing FEMA map is inaccurate. He assured the Commission that if it is turned down by any agency, they would have to rework the plan.

The Commission asked if there would be an HOA with Mr. Clutts responding affirmatively. He explained the HOA would serve as the mechanism to manage and fund the maintenance of collection systems.

Denelle Hoffer, Cyner Green Development, addressed comments from the audience. She presented an overview of the site noting the commercial space. She explained they are looking for six national brands to go into the space. She indicated that all of the possible restaurants are considered casual emerging concepts owned by national companies. She said they would not be targeting someone who could not afford the rent or someone who does not know how to operate a restaurant. She said the goal is for all of the spaces to be leased to restaurants that are at the least a regional or national brand.

Ms. Hoffer emphasized they would not be leasing to bars and would expect anyone leasing to close between 10 and 11 p.m. She commented on the possibility of entertainment such as for a birthday party. She indicated that none of the spaces are over 1800 sq. ft. with one of the units having a drive-thru. She indicated that no specific restaurants have been confirmed at that time. She stated that Huddle will own and manage the property.

The Commission asked about the townhome price range with Ms. Hoffer responding they will probably be \$449,000 to the low 500's. She stated that the floor plans are being finalized and will be available when completed. She stated they will be three and four bedrooms and range from 2200 sq. ft. to just under 3000 sq. ft. and three-story.

There being no further public comment, the hearing was closed at 6:33 p.m.

Motion made by Commissioner Cobb, Seconded by Commissioner Ashcraft, to approve Resolution Number 23-53. The motion passed on the following vote:

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

5.2 SECOND READING

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

Ordinance Number 23-12: Voluntary Annexation

Ordinance Number 23-13: Comprehensive Plan Amendment

Ordinance Number 23-14: Design District Assignment

Attorney Garcia read Ordinance Number 23-12 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 10.98 acres of real property at Alternate Key Numbers 1444756, 2585153 and 2535628, generally located at 18900 State Road 44, east of Lake Joanna and north of Loch Leven.

Attorney Garcia opened the public hearing at 6:34 p.m.

Mr. Bobick expressed concern regarding the effect of all the new developments on the area. He cited specific concerns regarding traffic and encouraged the Commission to take steps to manage the issues concerning water, wastewater, stormwater and garbage.

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

Mr. Carrino confirmed that the City has sufficient capacity to serve the area with water, wastewater, and trash. He commented that the stormwater issues will be addressed during the engineering and construction plan phase. He commented on future transportation plans being worked on by the State and cited the possibility of a temporary signal at Waycross to be provided by the State.

Mayor Holland and the Commission commented on FDOT and the Lake Sumter MPO addressing the traffic and safety issues on 44.

Motion made by Commissioner Ashcraft, Seconded by Vice Mayor Lee, to adopt Ordinance Number 23-12 on final reading. The motion passed on the following vote:

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

5.3 SECOND READING

Ordinance Number 23-13: Comprehensive Plan Amendment assigned Future Land Use Designation to Alternate Key Numbers 1444756, 2585153, and 2535628

Attorney Garcia read Ordinance Number 23-13 on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187 F.S.; changing the future land use designation of approximately 10.98 acres of recently annexed real property at Alternate Key Numbers 1444756, 2585153 and 2535628, generally located at 18900 State Road 44, east of Lake Joanna and north of Loch Leven, from Urban Low in Lake County to Mixed Commercial Residential in the City of Eustis.

Attorney Garcia opened the public hearing at 6:40 p.m. There being no public comment, hearing was closed at 6:40 p.m.

Motion made by Vice Mayor Lee, Seconded by Commissioner Ashcraft, to adopt Ordinance Number 23-13 on final reading. The motion passed on the following vote:

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

5.4 SECOND READING

Ordinance Number 23-14: Design District Designation for Alternate Key Numbers 1444756, 2585153, and 2535628

Attorney Garcia read Ordinance Number 23-14 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Neighborhood design district designation to approximately 10.98 acres of recently annexed real property at Alternate Key Numbers 1444756, 2535153 and 2535628, generally located at 18900 State Road 44, east of Lake Joanna and north of Loch Leven.

Attorney Garcia opened the public hearing at 6:41 p.m. There being no public comment, the hearing was closed at 6:41 p.m.

Motion made by Commissioner Ashcraft, Seconded by Vice Mayor Lee, to adopt Ordinance Number 23-14 on final reading. The motion passed on the following vote:

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

Mayor Holland explained for the audience that the reason he asked individuals to refrain from talking in the audience is due to the acoustics interfering with the Commission hearing whomever is at the podium.

5.5 FIRST READING

Ordinance Number 23-11: Conditional Use Permit for an Accessory Dwelling Unit at 708 East Lemon Avenue

Attorney Garcia read Ordinance Number 23-11 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, approving a conditional use permit for an accessory dwelling unit to an existing single-family residence in the Suburban Residential (SR) future land use district on approximately 0.21 acres located at 708 East Lemon Avenue.

Ms. Croney reviewed Ordinance 23-11 approving a conditional use permit for an accessory dwelling unit at 708 E. Lemon Avenue. She noted this item was presented previously to the City Commission and was tabled until the property owner could be present for discussion.

Ms. Croney reviewed the history of the application and approval of the Certificate of Appropriateness by the Historic Preservation Board. She stated the applicant's request is to convert the 364 square foot detached garage to an accessory dwelling unit, including modification of: windows, doors, roof, and paint. She presented a site plan of the property and explained the applicable code and use regulations for an accessory apartment/dwelling unit.

Ms. Croney reviewed the recent history of the renovations and building permits for the property. She noted a code violation was opened regarding a handicapped ramp that was constructed without a permit. She added that a permit application has been submitted to

remedy that issue and is going through review. She stated the property is not currently for sale and the current owner is Amy Taylor.

Ms. Croney provided photographs of the house and detached garage. She indicated the photos are from the code violation investigation. She reviewed the applicable code pertaining to accessory apartment/dwelling unit and explained that a conditional use permit is required. She commented on the requirement for a garage and cited Section 110-5.8 pertaining to options if a property is located in a designated historic district.

Ms. Croney explained the criteria for consideration of the conditional use permit and stated staff's recommendation for approval.

The Commission confirmed the Historic Preservation Board got to see the photos of the property and questioned the applicability of the garage door.

Ms. Croney stated the HPB did see the photos and minimal discussion was held regarding the garage door.

Attorney Garcia opened the public hearing at 6:55 p.m.

Dillon Shelton expressed concern regarding the owner not knowing the property was located in the historic district and cited the request that the Certificate of Appropriateness requirement be waived. He further expressed concern regarding the possibility that the property will be rented through AirBnB.

Cynthia Conklin emphasized the historic nature of the neighborhood and expressed concern regarding the possibility of an AirBnB being located across from a school. She also expressed concern regarding the possible noise violations that may stem from the property.

Amy Taylor, property owner, explained her desire to have the accessory dwelling unit is to make sure she has a representative on site at all times. She reviewed her professional history in vacation rentals. She commented on how careful she is regarding who stays in her properties and explained how the rentals are managed. She stated she purchased the home in 2021 and commented on her history with the property and her son residing on site. She indicated she had someone build the handicapped ramp to assist a friend in accessing the home and stated she was unaware she needed a building permit. She provided screen shots of some of her properties and her reviews. She emphasized that AirBnB properties must be kept in good condition and stated the property was a "dump" when she purchased it.

The Commission asked her intent if the City tells her the ramp is not up to code with Ms. Taylor indicating she would disassemble it if necessary. She noted they already added a handrail. She confirmed that she did not add the garage as it was there when she purchased the property.

The Commission asked her intent for the parking if the ADU is approved with Ms. Taylor indicating there is currently a two space crushed gravel parking area to the right of the garage. She noted there is also a shed on the site to take care of storage.

Ms. Croney explained a previous property owner got the building permit for the concrete driveway back in 2012.

The Commission questioned the need for an apron for the gravel parking area otherwise people will have to drive over the curb.

Discussion was held regarding the gravel parking and the driveway and the garage door.

Ms. Taylor indicated she did not install the garage door and expressed her desire to replace that with two windows.

Ms. Croney indicated that to change from the garage door to the windows would require them going back to the Historic Preservation Board.

Discussion was held regarding construction not being to building standards and the use of the property as a AirBnB not being a subject for the Commission.

Ms. Croney read what was requested in the application for the Certificate of Appropriateness and indicated there was no discussion regarding the garage door. She acknowledged that the minutes for that HPB meeting had not been completed at that time.

Mr. Carrino confirmed that for Ms. Taylor to replace the garage door would require a new application for another Certificate of Appropriateness (COA) with Ms. Croney reviewing what was submitted for the COA and the building permit. She indicated that she found nothing in the records regarding a permit for the garage door.

The Commission questioned whether or not the code violation had been cleared with Ms. Croney indicating it is still open as the building permit application has not yet been approved.

Mr. Carrino explained there are actually two code violations. In addition to the ramp, work was done on the accessory dwelling unit without a permit. He explained the requested CUP was to correct the one violation.

Commissioner Cobb called for a vote.

Attorney Garcia closed the public hearing at 7:19 p.m.

There being no motion forthcoming, Ordinance Number 23-11 failed on first reading.

6. FUTURE AGENDA ITEMS

See Comments.

7. COMMENTS

7.1 City Commission

Commissioner Ashcraft commented on the upcoming drag boat races and encourage staff to find other ways to utilize the lake.

Commissioner Cobb reported on the Kid Connect backpacks where they gave away 700 bags and cited the upcoming event at First Baptist Cassia.

Tammi Roundtree, Eustis Area Chamber of Commerce, reported on their upcoming event and reviewed the various activities.

Commissioner Cobb expressed anticipation for the Mothers Against Drunk Driving event that the Police Chief purchased a table for.

Vice Mayor Lee reported on the One Million Cups event and Cookies with a Cop. She thanked the library and Police Chief.

7.2 City Manager

Mr. Carrino announced the Eustis High School band will be conducting a fundraiser car wash in Ferran Park on Saturday, July 29th. He stated he would be out of town the week of August

21st and asked for a consensus that Bill Howe serve as acting city manager on August 22nd and 23rd and Christine Halloran would serve August 24th and 25th.

CONSENSUS: It was a consensus of the Commission for Bill Howe and Christine Halloran to serve as acting city manager as requested.

7.3 City Attorney: None

7.4 Mayor

Mayor Holland commented that the Eustis High School band is the oldest continuous marching band program in the State of Florida. He encouraged everyone to support the band and explained the need for fundraising. He then cited the Panther Pride in the Park fundraiser at the Community Center in October to support the athletic programs at the school.

Commissioner Cobb announced that October 29th would be Cassia Day and highlighted some of the activities. She noted the students from Cassia attend the Eustis schools.

Mayor Holland encouraged everyone to check the calendar on the City's website for upcoming events.

8. ADJOURNMENT: 7:28 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: OCTOBER 5, 2023
RE: ORGANIZATIONAL AND EVENT SUPPORT GRANT TO TROUT LAKE NATURE CENTER, INC.

Introduction

The purpose of this presentation is to reimburse Trout Lake Nature Center, Inc., Inc. for a previously awarded grant from the City of Eustis in the amount of \$4,750.

Recommended Action

Staff is requesting authorization to reimburse Trout Lake Nature Center, Inc. for previously approved grant expenses.

Background

The City Commission approved Organizational and Event Grants, including \$4,750 for Trout Lake Nature Center, on March 6, 2023. The organization has completed the requirements of the grant, and they have presented the city with receipts for grant related expenses.

The invoices have been reviewed and matched to the spreadsheet provided. The total offered for expenditures was \$5,062.79. All expenses were incurred during the Fiscal Year 2022-23.

Exhibit A – Trout Lake Nature Center, Inc. Receipts are being given out under separate cover.

Prepared By: Mike Sheppard, Finance Director



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 5, 2023

RE: Resolution Number 23-82: Purchase in Excess of 50,000 for Books and Other Reading Materials

Introduction:

Resolution Number 24-82 authorizes the purchase in excess of \$50,000 for books and other reading materials

Background:

Staff selected the vendor Baker and Taylor through the City's standard bidding process for the purchase of library materials.

Recommended Action:

Staff recommends approval of Resolution Number 24-82

Policy Implications:

This allows library personnel to order books for the library patrons of the City of Eustis and Lake County.

Alternatives:

N/A

Budget/Staff Impact:

The Resolution authorizes a purchase in the amount of 65,000 as approved as part of the Library's fiscal year 2023-2024 budget

Prepared By:

Ann Ivey

Reviewed By:

Tom Carrino, City Manager

RESOLUTION NUMBER 23-82

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR THE PURCHASE OF BOOKS AND OTHER READING MATERIALS.

WHEREAS, the Eustis Memorial Library continually updates its various reading materials with both classic and current books; and

WHEREAS, sufficient funding is available within the Library’s Fiscal Year 2023-2024 Budget; and

WHEREAS, staff selected the vendor Baker and Taylor in the bidding process; and the library purchases more than \$50,000 in library materials from this vendor each year; and

WHEREAS, the City Commission must approve any purchase in excess of \$50,000.

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

1. That the City Commission hereby authorizes a purchase in excess of \$50,000 for the purchase and delivery of books and other reading materials from the selected vendor Baker and Taylor in the amount of \$65,000.00.
2. That the City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase.

DONE AND RESOLVED, this 5th day of October, 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 5th day of October, 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 Number:

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 23-82 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 & 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: October 5, 2023

RE: Resolution Number 23-85: Approval of Public Works Annual Purchases in Excess of \$50,000

Introduction:

The City Purchasing Ordinance requires that City Commission approve any purchase exceeding \$50,000. Resolution Number 23-85 authorizes eight (8) annual purchases in excess of \$50,000 each for products and services that are essential to the daily operations of the Public Works Department.

Background:

1. The Public Works Department expects to spend in excess of \$50,000 for tree maintenance services during fiscal year 2023-2024, providing on an as-needed basis: tree trimming, tree removal, stump grinding, emergency tree services, stacking or removal of cut trees and certified arborist evaluations within the City's right-of-way. Tip Top Tree Experts is the service provider on contract. They have agreed to honor their current price through January 28, 2024. The estimated cost of their services is over \$50,000, which was included in the approved budget for this fiscal year.
2. The Public Works Department has always utilized temporary labor services to some extent to allow for the adjustment of workforce capabilities for various projects. The Department utilizes the laborers for a range of tasks when deemed safe and cost effective. The proposed vendor is People Ready based on the low quote of \$18.88/hour for semi-skilled labor. The cost of these services will exceed \$50,000 and was included in the approved budget for the 2023-2024 fiscal year.
3. The Public Works Department expects to spend in excess of \$50,000 for lime rock to complete the fiscal year 2023-2024 resurfacing projects and other projects, which may arise throughout the fiscal year. There was one response out of three requests. The vendor is Dixie Lime & Stone Company, the same company that was the proposed supplier last year. The second vendor is Cemex, which will be used for occasional shortage of product or competitive pricing.
4. The Public Works Department requires the rental of a milling machine, with crew, to mill various City streets, as part of the 2023-2024 street resurfacing plan. The lowest of three quotes received was from Turtle Southeast. The estimated cost for this service is over \$50,000 to meet this year's resurfacing schedule, which was included in the approved budget for this fiscal year. Staff is requesting to award the contract to Turtle Southeast.
5. The Public Works Department requires the application of an asphalt-rejuvenating agent (resealing) on various streets as part of the 2023-2024 street maintenance plans. Pavement Technology, Inc. is the contracted service provider, piggybacked with Volusia County. The estimated cost of their services is over \$50,000 per year, which was included in the approved budgets for the prior and current fiscal years.

6. The Public Works Department uses two different qualities of mulch during the year Cypress Landscaping Mulch is used for general purposes throughout the City's landscaping. For children's playground mulch a better quality is used, ADA Approved Certified Engineered Wood Fiber Playground Mulch. Boyett Mulch & Timber is the lowest quote out of two responding vendors with a proposed cost of \$22.00 per cubic yard for Cypress Mulch and \$24.00 per cubic yard for playground mulch. The purchase of mulch was included in the approved budget for this fiscal year.
7. Bid #005-20 awarded Helping Hand Lawncare, Inc. the contract for mowing and grounds maintenance services to assist with the burden of maintaining all the properties within the City; providing a full range of grounds maintenance to the public parks, medians, soccer field, and other City of Eustis owned properties within the City limits. Staff has an approved budget of \$100,000 for fiscal year 2023-2024 for Mowing and Grounds Maintenance Services.
8. The approved 2023-24 CIP Budget includes funds to replace the tables and benches throughout the City Parks. The cost will exceed \$50,000 for this project. The Eustis Purchasing Department researched companies that specialize in site furnishing and secured a contract with Tree Top Products by piggybacking contract number 230301 through Tips USA.

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

Recommended Action:

Staff recommends approval of this resolution.

Alternatives:

1. Approve the Resolution.
2. Defeat or defer the Resolution.

Discussion of Alternatives:

1. Alternative 1 approves Resolution Number 23-85 and authorizes blanket purchase orders for the twelve (12) expenditures listed above.

Advantages:

- The City can proceed with uninterrupted maintenance processes.
- The City will carry on with its daily schedules to keep our city clean, the roads and sidewalks safe and maintained, the trees healthy and our parks appealing.

Disadvantages:

- There are no disadvantages to approving the resolution.

2. Alternative 2 defeats Resolution Number 23-85

Advantages:

- There is no advantage to denying the resolution because the products and services are required to keep the City running smoothly.

Disadvantages:

- The cost to maintain operations and process requirements could increase and place delays on scheduled maintenance throughout the City.

Budget/Staff Impact:

The funds for the proposed purchases have been included in the approved Fiscal Year 2023-2024 budget.

Prepared By:

Sally Mayer, Administrative Assistant – Public Utilities

Reviewed By:

Greg Dobbins, Deputy Director of Public Utilities

Attachments:

Resolution Number 23-85

- Quote Comparisons Available Upon Request

RESOLUTION NUMBER 23-85

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING EIGHT (8) EXPENDITURES IN EXCESS OF \$50,000 EACH FOR PRODUCTS AND SERVICES THAT ARE ESSENTIAL FOR THE PUBLIC WORKS DAILY OPERATIONS FISCAL YEAR 2023-2024.

WHEREAS, the Public Works Department has need of essential services and products for daily operations which require expenditure greater than \$50,000 each annually; and

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

WHEREAS, the City's Fiscal Year 2023/2024 approved budget includes adequate funding in various accounts for these products and services; and

WHEREAS, the Public Works Department solicited quotes for lime rock, tree maintenance services, mulch, street milling, asphalt resealing, temporary labor services, park furnishings, and mowing & grounds maintenance services in accordance with the City's purchasing policies for lowest bids/quotes; and

WHEREAS, Dixie Lime & Stone Co. (lime rock), Tip Top Experts (tree maintenance), People Ready (temporary labor), Turtle Southeast (milling services), Pavement Technology (asphalt resealing) Boyett Mulch & Timber (cypress & playground mulch), Tree Top Products (park furnishings), and Helping Hand Lawncare are the lowest bidders for their field of service.

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

- (1) That the Public Works Department is hereby authorized to spend in excess of \$50,000 each for lime rock, tree maintenance, street milling, asphalt resealing, mulch, temporary labor services, park furnishings, and mowing & grounds maintenance for multiple projects funded within the existing budgets; and
- (2) That the City Manager is authorized to execute all agreements necessary to provide said products and services with the above listed vendors.

DONE AND RESOLVED, this 5th day of October 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, by means of physical presence, this 5th day of October, 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.

Date

Sasha Garcia
City Attorney

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-85 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.

Date

Christine Halloran
City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 5, 2023

RE: Resolution Number 23-88: Coolidge Street Engineering Design Services

Introduction:

Resolution Number 23-88 awards RFQ Number 007-23 to Kimley Horn and Associates, Inc. for Engineering Design Services for the Coolidge Street Stormwater and Roadway Improvements Project, and authorizes the City Manager to execute all agreements and contracts with the award.

Background:

Resolution Number 23-73 awarded Wright-Pierce Engineering the Construction Administration Service contract for the Coolidge Street Utility Improvements Project. Resolution Number 23-83 awarded Bid Number 011-23 to Cathcart Construction Company for the Coolidge Street Utility Improvements Construction Services. Staff advertised for Engineering Qualifications under RFQ Number 007-23 for Engineering Design Services for this project. Four submitters were reviewed and shortlisted. Subsequent presentations were held and the evaluation committee ranked Kimley Horn and Associates as Number 1. Kimley Horn and Associates provided a proposal for the design services for a lump sum fee of \$399,595. The Scope of Services for this associated work is as follows:

- TASK #1: Project Coordination
- TASK #2: Roadway Design
- TASK #3: Drainage Design
- TASK #4: Environmental Site Assessment
- TASK #5: Permitting
- TASK #6: Lighting Coordination
- TASK #7: Surveying and Utility Investigation Services
- TASK #8: Geotechnical Services
- TASK #9: Utility Coordination
- TASK #10: Grant Administration (Optional)
- TASK #11: Bidding and Award Services (Optional)

Kimley Horn will perform services in Tasks 1 through 9 for the total lump sum fee of \$399,595. Upon request, Kimley Horn will perform the optional services in Tasks 10 (\$36,560) and 11 (\$12,190) for the total lump sum fee of \$48,750.

ADDITIONAL SERVICES: The following services are not included in this scope, but may be performed upon request:

- Legal descriptions and parcel sketches
- Right of way acquisition coordination services

- Signalization Plans
- Auxiliary lanes or access change improvements along existing roadways
- Detailed Temporary Traffic Control Plans
- Lighting Design
- Master Utility Plan
- Utility Design
- Landscape Plans
- Specific protected species surveys
- Archaeological or historical surveys
- Protected species permitting
- Contamination assessment
- Permitting with the City, Lake County or other agencies not listed above
- Attendance at meetings in addition to those noted in the scope of services
- Construction Phase Services
- Engineering Inspection Services

Staff will hold open the option of additional services at a later date, if the need arises. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Recommended Action:

Staff recommends approval of Resolution Number 23-88.

Alternatives:

1. Approve Resolution Number 23-88
2. Deny Resolution Number 23-88

Discussion of Alternatives:

1. Alternative 1 approves the Resolution.

Advantages:

- The Coolidge Street Utility Improvements Projects requires engineering design services, and Kimley Horn was ranked Number 1 of four submissions based upon qualifications and cost of services.

Disadvantages:

- The action approves an expenditure of \$399,595.

2. Alternative 2 denies the Resolution.

Advantages:

- The City would not expend \$399,595.

Disadvantages:

- The Coolidge Street Utility Improvements Project will be suspended without a qualified engineering firm's design.

Budget/Staff Impact:

The City's approved 2023-2024 CIP Budget includes funds for the purchase of Engineering Design Services for the Coolidge Street Utility Improvements Project.

Prepared By:

Sally Mayer, Administrative Assistant - Public Utilities

Reviewed By:

Greg Dobbins, Deputy Director of Public Utilities

Attachments:

Kimley Horn Scope of Services, available upon request

RESOLUTION NUMBER 23-88

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING AWARD OF RFQ NUMBER 007-23 TO KIMLEY HORN FOR ENGINEERING DESIGN SERVICES FOR THE COOLIDGE STREET STORMWATER AND ROADWAY IMPROVEMENTS 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 Number 007-23) for Engineering Design Services for the Coolidge Street Stormwater and Roadway Improvements Project in accordance with City purchasing policies; and

WHEREAS, the City received and opened four (4) individual responses to said Invitation to Bid, on August 9, 2023; and

WHEREAS, Kimley Horn and Associates was ranked number 1 by the evaluation committee for Professional Engineering Design Services for this project for the lump sum of \$399,595; and

WHEREAS, the City's approved 2023-2024 CIP Budget includes funds for the purchase of Engineering Design Service for the Coolidge Street Stormwater and Roadway Improvements Project.

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 007-23 to Kimley Horn and Associates, Inc., for Professional Engineering Design Services for this project; and
- (2) Authorizes the purchase of additional services using budgeted funds, at Staff's discretion; and
- (3) Authorizes the City Manager to execute all agreements and contracts associated with the award; and
- (4) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 5th day of October, 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 5th day of October, 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 Number:

CITY ATTORNEY’S OFFICE

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

Date

Sasha Garcia
City Attorney

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-88 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.

Date

Christine Halloran
City Clerk



TO: EUSTIS CITY COMMISSION
FROM: TOM CARRINO, CITY MANAGER
DATE: OCTOBER 5, 2023
RE: RESOLUTION NUMBER 23-90: APPROVAL OF PURCHASE IN EXCESS OF \$50,000 FOR CUSTOMER SERVICE POSTAGE COSTS

Introduction

Resolution Number 23-90 approves a purchase in excess of \$50,000 for postage needed for the year to send out monthly utility bills and correspondence to the City's approximate 12,500 utility customers.

Recommended Action

Staff recommends approval of the Resolution Number 23-90.

Background

The approved FY 2023-2024 Budget includes \$81,280 in funding for the procurement of the postage necessary to mail the 12,275 plus monthly customer utility bills. Including other correspondence, this equates to over 147,300 bills sent during the course of the year. The request at this time is for the replenishment of the annual postage. Money, will be requested monthly as needed in approximately \$6,000 increments. This request can be accommodated by funding in the Customer Service operating account 040-3120-536-30-42.

Out of the 12,275 we currently have 969 bills which are e-mailed to customers. We also encourage customers to sign up for automatic bank drafting, avoiding the possibility of late charges. While postage continues to increase, we are trying to mitigate this cost by having customers sign up for electronic receipt of their monthly bills.

Alternatives

1. Approve Resolution Number 23-90 and authorize the purchase of postage.
2. Reject Resolution Number 23-90 and reject the purchase of postage.

Discussion of Alternatives

1. Alternative 1 approves the purchase.
 - a. Advantages
 - i. The City can continue its monthly billing cycles without interruption.
 - ii. There will be no loss in utility revenue as a result of billing interruption.
 - iii. Customers will have knowledge of their utility usage, amounts due, and amounts paid.

- b. Disadvantages
 - i. None.
2. Alternative 2 rejects the purchase.
- a. Advantages
 - i. None.
 - b. Disadvantages
 - i. Monthly billing cycles will not take place or will be significantly interrupted.
 - ii. The City will lose significant amounts of revenue.
 - iii. Customers will no longer have knowledge of their account status.

Budget and Staff Impact

The approved FY 23-24 Customer Service Budget includes the funding necessary for this purchase.

Prepared By:

Mike Sheppard, Finance Director

Reviewed By:

Nailya (Nelly) Harnisch, Deputy Finance Director

RESOLUTION NUMBER 23-90

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR POSTAGE FOR CUSTOMER SERVICE UTILITY BILLING.

WHEREAS, the City’s approved FY 23-24 Budget includes funding for the purchase of postage needed for utility bills; and

WHEREAS, the City Commission must approve any purchase exceeding \$50,000; and

WHEREAS, in order to replenish postage for the coming fiscal year and facilitate uninterrupted customer billing cycles, a purchase exceeding \$50,000 will be required for this purpose; and

WHEREAS, it is in the best interest of the City to be able to issue monthly customer service bills on schedule.

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

SECTION 1

That the Finance Customer Service Department is hereby authorized to make a purchase in an amount budgeted for \$81,280 for the procurement of postage.

DONE AND RESOLVED this 5th day of October, 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 5th day of October, 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 23-90 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: OCTOBER 5, 2023

RE: RESOLUTION NUMBER 23-91 APPROVAL OF PURCHASE IN EXCESS OF \$50,000 FOR ANNUAL PAYMENT TO VERTEKS CONSULTING, INC AS WELL AS THE ONE YEAR EXTENSION OF THE CONTRACT

Introduction:

Resolution Number 23-91 approves a purchase in excess of \$50,000 for the contractual annual payment to Verteks Consulting, Inc., for information technology consulting services.

Recommended Action:

Staff recommends approval of the resolution.

Background:

The approved FY 2023-24 Budget includes information technology, equipment and consulting services in excess of \$50,000. The City currently has a contract in place with Verteks to provide consulting services for computer and network support to include Help Desk Support, scheduling, dispatch, phone and remote-control tech support, server support and maintenance, virus definition management and monitoring, daily backup monitoring, drive space monitoring, along with various purchases of equipment and software on a State Contract, etc. These services are critical to ensure continuation of daily City operations and services. The current contract has an attached extension agreement to be signed by the City manager if approved to the end of September 2023.

The prior bid process included a response from Verteks and Morse Communications. Verteks was selected based on staffing levels and more comprehensive services offering better coverage in various IT solutions which may arise in an ever-changing IT world. The cost for services is split 50-50 between the General Fund and Water and Sewer Fund. The City intends to do another RFP during the coming year to insure the highest quality at the most reasonable price for the above services.

Three contracts are in effect for Verteks as well as purchase of software and hardware as needed:

- Help Desk Support which includes unlimited monitoring services for \$30,000 per year flat fee.
- Managed Network services are based on 30 hours a month. The cost of this service is \$25,600. Any hours not used are rolled to the next month.

- The Mitel Phones have a service agreement of \$9,618 annually.
- Other miscellaneous service agreements through Verteks include Spam monitoring and anti-virus/malware (\$30,274) and hardware cost estimated at (\$8,400).
- Total estimated cost \$103,892.

Alternatives:

- 1) Approve Resolution 23-91 and authorize the annual payment to Verteks.
- 2) Reject Resolution 23-91 and reject the annual payment to Verteks.

Discussion of Alternatives:

- 1) Alternative 1 approves the payment.

Advantages:

- The City can continue mission critical daily operations without interruption.
- The City will continue to benefit from critical IT support.
- The City will abide by the contract currently in place.

Disadvantages:

- None

- 2) Alternative 2 rejects the annual payment.

Advantages:

- None

Disadvantages:

- The City may lose computer, network, and server capacity and efficiency.
- Information may be lost or corrupted due to virus intrusion.
- Help Desk would be extremely limited for employee computer trouble-shooting.
- The City could lose vast amounts of data and information in the event of back-up failure.
- The City may become more vulnerable to hostile intrusion into its information systems.
- State of Florida and our Insurance Coverage is contingent on the purchase of software and malware to help prevent these events.

Budget Impact:

The approved FY23-24 General Fund and Water and Sewer Fund budgets include the contractual support fees necessary for the annual Verteks payment.

Prepared by:

Mike Sheppard, Finance Director

Reviewed by:

Nelly Harnisch, Deputy Finance Director

RESOLUTION NUMBER 23-91

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR INFORMATION TECHNOLOGY CONSULTING SERVICES AND TO EXTEND THE SERVICES FOR FY2023-24 UNDER THE PREVIOUS RFP NUMBER 10-16.

WHEREAS, the City's approved FY 2023-24 Budget includes funding for information technology consulting; and

WHEREAS, Verteks Consulting was ranked as the top respondent by an Evaluation Committee pursuant to City of Eustis RFP Number 010-16 and a contract was in place with Verteks Consulting to provide these services through FY 2020, with a three-year renewal option thereafter through FY 2023-24; and

WHEREAS, the city has the extension agreement holding the pricing to be extended through September 30, 2024 and the City's Purchasing Ordinance requires the City Commission to approve any purchase exceeding \$50,000; and

WHEREAS, the services are essential to City operations for computer and network support, help desk, scheduling, server maintenance, daily back-up, virus protection, etc.; and

WHEREAS, it is in the best interest of the City to continue these critical information technology services and abide by the contract in place.

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

- (1) The City Manager is hereby authorized to approve a purchase in excess in \$50,000; and
- (2) The City Manager is hereby authorized to execute all agreements and contract renewals through September 30, 2024 with Verteks Consulting according to the advertised scope of work; and
- (3) That the Purchasing Director is hereby authorized to complete the transaction in accordance with this resolution.

DONE AND RESOLVED this 5th day of October, 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 5th day of October, 2023 by Michael L. Holland, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content 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 23-91 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: OCTOBER 5, 2023

RE: Resolution Number 23-92: Approval of Multiple Annual Purchases in excess of \$50,000 for Public Utilities

Introduction:

The City Purchasing Ordinance requires that City Commission approve any purchase exceeding \$50,000. Resolution Number 23-92 authorizes multiple annual purchases in excess of \$50,000 for each of three products and services that are essential to the daily operations of the Public Utilities department.

Background:

1. The Wastewater Department uses Evoqua Water Technologies to provide odor control monitoring, reporting and chemical services. Sulfides and other gasses create noxious odors and are extremely detrimental to the equipment and infrastructure in the wastewater collection system. Evoqua Water Technologies is the contracted supplier, piggybacked with Lee County whose contract expires May 13, 2024. The cost to provide these services with system monitoring, reporting, and Bioxide distribution is over \$50,000, which was included in the approved budget for this fiscal year 2023-2024.
2. The Wastewater Treatment Plants (WWTP) produce between 3,800 and 4,600 cubic yards of bio-solids (sludge cake) per year and the Florida Department of Environmental Protection (FDEP) requires that wastewater bio-solid residuals be disposed of in accordance with Florida Administrative Code (FAC). This requires bio-solids be hauled and processed by a licensed Residuals Management Facility (RMF). Shelley's Environmental is our contracted vendor via piggyback agreement whose contract expires July 26, 2024. The annual cost of sludge hauling is over \$50,000, which was included in the approved budget for this fiscal year 2023-2024.
3. Sodium Hypochlorite is the established and permitted method of maintaining drinking water quality standards and disinfecting wastewater treatment plant effluent in order to meet the water quality provisions set forth in the Safe Drinking Water Act (SDWA) and Florida Department of Environmental Protection (FDEP) water quality standards. Odyssey Manufacturing is the contracted supplier, through a piggyback contract with Marion County Utilities, which expires September 30, 2024. Marion County has recently contracted with Odyssey Manufacturing for the price of \$1.65 per gallon. The City of Eustis is able to piggyback this contract. The estimated cost of Sodium Hypochlorite exceeds \$50,000 annually, and was included in the approved budget for fiscal year 2022-2023.

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

Recommended Action:

Staff recommends approval of this resolution.

Policy Implications:

Not applicable.

Alternatives:

1. Approve the Resolution.
2. Deny the Resolution.

Discussion of Alternatives:

1. Alternative 1 approves Resolution Number 23-92 and authorizes blanket purchase orders for the three products and services listed above.

Advantages:

- The City can proceed with uninterrupted treatments & maintenance processes.
- The City will continue to provide quality reclaimed and drinking water to its citizens.
- The City will carry on with its daily schedules without interruption.

Disadvantages:

- There are no disadvantages to approving the resolution.

2. Alternative 2 denies Resolution Number 23-92

Advantages:

- There is no advantage to denying the resolution because the products and services are required to keep the City running smoothly.

Disadvantages:

- FDEP could intervene to ensure that quality standards are met with our water and wastewater treatment operations.
- The cost to maintain operations and process requirements could increase.

Budget/Staff Impact:

The funds for the proposed purchases have been included in the approved Fiscal Year 2023-2024 budget.

Prepared By:

Michael Brundage, Wastewater Superintendent

Reviewed By:

Greg Dobbins, Deputy Director Water/Wastewater
Sally Mayer, Administrative Assistant
Melissa Fuller, Environmental Compliance Supervisor

Attachment(s):

Resolution Number 23-92

Available Upon Request

Quote Comparisons and Contracts

RESOLUTION NUMBER 23-92

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING MULTIPLE ANNUAL PURCHASES IN EXCESS OF \$50,000 FOR EACH OF THREE PRODUCTS AND SERVICES THAT ARE ESSENTIAL FOR THE PUBLIC UTILITIES DAILY OPERATIONS FISCAL YEAR 2023-2024.

WHEREAS, the Public Utilities Department has need of essential services and products for daily operations which require expenditures greater than \$50,000 each annually; and

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

WHEREAS, the City's Fiscal Year 2023/2024 approved budget includes adequate funding in various accounts for these products and services; and

WHEREAS, the Public Utilities Department solicited quotes for wastewater odor control, sludge hauling, and sodium hypochlorite in accordance with the City's purchasing policies for lowest bids; and

WHEREAS, Evoqua Water Technologies (odor control), Shelley's Environmental (sludge hauling), and Odyssey Manufacturing (sodium hypochlorite), are the lowest bidders for their field of service.

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

- (1) That the Public Utilities Department is hereby authorized to spend in excess of \$50,000 each for wastewater odor control, sludge hauling, and sodium hypochlorite for multiple projects funded within the existing budgets; and
- (2) That the City Manager is authorized to execute all agreements necessary to provide said products and services with the above listed vendors.

DONE AND RESOLVED, this 5th day of October 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 5th day of October, 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 23-92 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION
FROM: Tom Carrino, City Manager
DATE: October 5, 2023
RE: Resolution Number 23-93: Florida Dept of Transportation (FDOT) Local Funding Agreement for State Road-19

Introduction:

Resolution Number 23-93 is regarding the approval of a financial agreement between the State of Florida Department of Transportation (FDOT) and the City of Eustis for the additional expense to install stamped pattern pavement and brick pavers at multiple intersections along State Road-19 within the City's territory.

Background:

The FDOT has recently completed Phase III plans for the repaving of S.R.-19 within the City's territory. They have developed costs for the raised architectural paver and stamped asphalt work we requested at our intersections and crosswalks. The FDOT is proposing a Local Funding Agreement (LFA) with the City in order to include this as part of their project since it is beyond typical work the FDOT will perform.



Picture 1: Raised Crosswalk speed reduction



Picture 2: Raised Intersection

Below is a summary of the pay items for the cost to perform this work.

Scope of Work

- Remove and reinstall the decorative pavers at the following intersections:
 - Grove St and Magnolia Ave
 - Bay St and Magnolia Ave

- Construct pattern pavement at the following intersections:
 - Grove St and Orange Ave
 - Grove St and Magnolia Ave
 - Grove St and McDonald Ave
 - Grove St and Clifford Ave
 - Grove St and Gottsche Ave
 - Bay St and Orange Ave
 - Bay St and Magnolia Ave
 - Bay St and McDonald Ave
 - Bay St and Clifford Ave

| Post Phase III Plans | | | | |
|-----------------------------|--|----------------------|-------------------|------------------|
| FIN 445686-1 | | | | |
| Pay Item | Description | Quantity (SY) | Unit Price | Cost |
| 523-3 | Patterned Pavement | 611 | \$195 | \$119,145 |
| 526-1-1 | Pavers, Architectural Roadway | 32 | \$160 | \$5,120 |
| 526-1-101 | Pavers, Architectural, Remove Existing and Reinstall | 22 | \$250 | \$5,500 |
| | | | | \$129,765 |
| FIN 445297-1 | | | | |
| Pay Item | Description | Quantity (SY) | Unit Price | Cost |
| 523-3 | Patterned Pavement | 530 | \$195 | \$103,350 |
| 256-1-1 | Pavers, Architectural Roadway | 14 | \$160.00 | \$2,240 |
| 526-1-101 | Pavers, Architectural, Remove Existing and Reinstall | 29 | \$250 | \$7,250 |
| | | | | \$112,840 |
| Totals | | | | |
| Pay Item | Description | | | Totals |
| 523-3 | Pattern Pavement | | | \$222,495 |
| 526-1-101 | Pavers, Architectural, Remove Existing and Reinstall | | | \$12,750 |
| 256-1-1 | Pavers, Architectural Roadway | | | \$7,360 |

The total costs associated with the stamped asphalt at the raised intersections and crosswalks is \$222,495. The total costs associated with removing the existing brick at Magnolia and reinstalling after the grade is adjusted is estimated at \$20,110. Upon signing this Local Funding Agreement, the FDOT will move forward with the City's section of their project.

Recommended Action:

Staff recommends the approval of this agreement to move forward with the repaving of S.R.-19 within the City limits; and construct upgrades to multiple intersections along Grove Street and Bay Street, as listed above.

Budget/Staff Impact:

Our FY23/24 budget includes funding for the installation of "smart intersection signalization" to upgrade two of the current intersection signals. This work is included in the scope of work that FDOT has programmed into these work packages at no cost to the City. Staff will revise the budgets in our next cycle to move the associated signalization costs into a line item to cover the stamped asphalt intersections.

Prepared By:

Sally Mayer, Administrative Assistant

Reviewed By:

Rick Gierok, Director of Public Works

RESOLUTION NUMBER 23-93

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A LOCAL FUNDING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDING FOR INTERSECTION IMPROVEMENTS ALONG STATE ROAD-19.

WHEREAS, the FLDOT intends to repave State Road-19 from north of Stevens Avenue to County Road 452 in the interests of both the City of Eustis and the State of Florida; and

WHEREAS, the City desires to upgrade multiple intersections with stamped pattern pavement and brick pavers to be installed in multiple intersections of the project; and

WHEREAS, the FLDOT has agreed to provide these additional improvements as part of the construction contract for SR-19 project; and

WHEREAS, these additional improvements are estimated to cost \$242,605 (Two Hundred Forty-Two Thousand, Six Hundred Five Dollars) and are not within the State's financial planning for this project; and

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

WHEREAS, through this Agreement, an interest-bearing escrow account will be established for the purpose of this project on behalf of the FDOT; and

WHEREAS, after completion of these improvements, FLDOT will transfer jurisdiction, ownership interests, operation and maintenance responsibilities associated with this crosswalk improvements project to the City of Eustis.

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

- (1) The City Commission hereby authorizes the City Manager to execute a Local Funding Agreement for State Road 19 Pedestrian Improvements from County Road 44 / Orange Avenue to Hazzard Avenue; and
- (2) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 5th day of October, 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, by means of physical presence, this 5th day of October, 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 has been reviewed and approved as to form and legal content, for use and reliance of the City Commission of the City of Eustis, Florida.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-93 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

| | | |
|--|--|---|
| <p>Agency: City of Eustis Vendor No.: F596000316001</p> | <p>Fund: LF Contract Amount: \$129,765.00</p> | <p>Financial Project No.: 445686-1-52-02</p> |
|--|--|---|

**LOCALLY FUNDED AGREEMENT
 BETWEEN
 THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 AND
 THE CITY OF EUSTIS**

This **AGREEMENT**, made and entered into _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “DEPARTMENT”) and the CITY OF EUSTIS, (hereinafter referred to as the “LOCAL GOVERNMENT”),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit “C”, and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: “State Road 19 Pedestrian Improvements from County Road 44 / Orange Avenue to Hazzard Avenue”, said project being known as Financial Project Number (FPN) 445686-1-52-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds for: Stamped pattern pavement and brick pavers to be removed and reinstalled in multiple intersections of the Project, in Fiscal Year 2023/2024, said Project being known as FPN 445686-1-52-02, and said improvements shall hereinafter be referred to as the “Additional Improvements”; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost effective manner, the LOCAL GOVERNMENT desires to have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in “Exhibit A”;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the State Road 19 Pedestrian Improvements from County Road 44 / Orange Avenue to Hazzard Avenue Project and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect and maintain the constructed improvements in perpetuity as specified in Exhibit "A", Scope of Services.

5. Participation by the LOCAL GOVERNMENT in the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Additional Improvements is **\$129,765.00 (One Hundred Twenty-Nine Thousand Seven Hundred Sixty-Five Dollars and No/100)**. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be

effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The Project is being funded by the LOCAL GOVERNMENT in the amount of **\$129,765.00 (One Hundred Twenty-Nine Thousand Seven Hundred Sixty-Five Dollars and No/100)**. Said funds are programmed under Financial Project Number (FPN) 445686-1-52-02. As described in paragraph 5(C) below, the LOCAL GOVERNMENT agrees that it will provide the balance of the funding necessary to complete the Project.

(C) The LOCAL GOVERNMENT agrees that it will, on or before but no later than **within at least fourteen (14) calendar days of the execution of this Agreement**, furnish the DEPARTMENT an advance deposit in the amount of **\$129,765.00 (One Hundred Twenty-Nine Thousand Seven Hundred Sixty-Five Dollars and No/100)** for full payment of the estimated project cost for Locally Funded project number 445686-1-52-02. The advance deposit shall be the total estimated project cost plus allowances, including contingency. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(D) If the accepted bid amount plus allowances is in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to a delay of the project.

(E) If the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the LOCAL GOVERNMENT in writing.

(F) Should project modifications or changes to bid items occur that increase the LOCAL GOVERNMENT share of total project costs, the LOCAL GOVERNMENT will be notified by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the LOCAL GOVERNMENT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).

(G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(H) In the event the final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(I) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(J) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5537
D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Rick Gierok
Public Works Director
City of Eustis
10 North Grove Street
Eustis, Florida 32726
(352) 483-5480
GierokR@Eustis.org

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all

contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF EUSTIS

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

July 8, 2019

EXHIBIT "A"

SCOPE OF SERVICES

The nature of the project is to provide safety and functional improvements and to reduce the speed limit for the safety of residents who live along State Road 19.

Per City of Eustis (LOCAL GOVERNMENT) request: Stamped pattern pavement and brick pavers to be removed and reinstalled in multiple intersections of the project.

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the construction contract for State Road 19 Pedestrian Improvements from County Road 44 / Orange Avenue to Hazzard Avenue.

Prior to the installation of patterned pavement crosswalks in intersections on the State Highway System, a Maintenance Memorandum of Agreement must be entered into with the LOCAL GOVERNMENT agency requesting this aesthetic enhancement to the Project. This Agreement must be filed with the District Maintenance Office. This Agreement requires the LOCAL GOVERNMENT agency to acknowledge that the installation and maintenance of patterned pavement is the total responsibility of the LOCAL GOVERNMENT agency, including contracting for friction testing with a qualified firm.

"Maintenance" of all patterned pavement crosswalks in these Agreements must be defined, as a minimum, to include its frictional characteristics and integrity as follows:

1. Evaluate all lanes of each patterned crosswalk for surface friction within 60 days of Project acceptance by the DEPARTMENT. Conduct the friction test using either a locked wheel tester in accordance with **FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)** or a Dynamic Friction Tester in accordance with **ASTM E1911**. **FM 5-592** can be accessed at the following link: <http://materials.dot.state.fl.us/smo/administration/resources/library/publications/fstm/Methods/fm5-592.pdf>

The initial friction resistance must be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent. Failure to achieve this minimum resistance will require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the DEPARTMENT determines

- that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Approved Products List (APL) or replaced with conventional pavement.
2. Approximately one year after project acceptance and every two years thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk must be tested for friction resistance in accordance with **ASTM E274** or **ASTM E1911**. Friction resistance must, at minimum, have a FN40R value of 35 (or equivalent).
 3. Send the results of all friction tests to the District's Warranty Coordinator with a cover letter either certifying that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
 4. Within sixty (60) days of project acceptance, the LOCAL GOVERNMENT shall evaluate all lanes of each patterned crosswalk for surface friction pursuant to Section 2.1.6.2 of the Plans Preparation Manual, Volume 1, Maintenance Memorandum of Agreement Requirements for Patterned Pavement. The friction test shall be conducted using either a locked wheel tester in accordance with FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements) or a Dynamic Friction Tester in accordance with ASTM E1911. FM 5-592 can be accessed at the following link:

<http://maerials.dot.state.fl.us/smo/administration/resources/library/publications/fstm/Methods/fm5-592.pdf>

The initial friction resistance must be at least thirty-five (35) obtained at forty (40) mph with a ribbed tire test (FN40R) or equivalent. Failure to achieve this minimum resistance must require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the DEPARTMENT determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Approved Products List (APL) or replaced with conventional pavement.

Approximately one (1) year after project acceptance and every two (2) years thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk must be tested for friction resistance in accordance with

ASTM E274 or ASTM E1911. Friction resistance shall, at a minimum, have a FN40R value of thirty-five (35) or equivalent.

The results of all friction tests shall be sent to the DEPARTMENT'S Project Manager, Johnny Demosthenes with a cover letter either certifying that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.

Failure to achieve the minimum resistance must require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas must be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the DEPARTMENT determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the APL or replaced with conventional pavement.

When remedial action is required in accordance with the above requirements, the LOCAL GOVERNMENT shall complete all necessary repairs at its own expense within ninety (90) days of the date when the deficiency is identified. No more than two (2) full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.

The DEPARTMENT will not be responsible for replacing the treatment following any construction activities in the vicinity of the treatment.

Should the LOCAL GOVERNMENT fail to satisfactorily perform any required remedial work in accordance with this Agreement, the DEPARTMENT reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the LOCAL GOVERNMENT for this cost.

5. After construction is complete, the LOCAL GOVERNMENT shall at all times be responsible, at their own cost and expense, for maintaining the Additional Improvements constructed under this agreement in perpetuity which includes clean-up, removal and disposal of debris from catastrophic events or accidents as well as routine maintenance. If the roadway needs to be rehabilitated and/or resurfaced at any time in the future, the DEPARTMENT is under no obligation to restore, repair or replace the Additional Improvements.

6. The DEPARTMENT will not be responsible for replacing the treatment following any construction activities in the vicinity of the treatment.
7. Should the LOCAL GOVERNMENT agency fail to satisfactorily perform any required remedial work in accordance with this Agreement, the DEPARTMENT reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the LOCAL GOVERNMENT agency for this cost.

After construction is complete, the LOCAL GOVERNMENT shall at all times be responsible, at their own cost and expense, for maintaining the Additional Improvements constructed under this Agreement, in perpetuity, which includes clean-up, removal and disposal of debris from catastrophic events or accidents as well as routine maintenance. The LOCAL GOVERNMENT will respond to and handle any citizen complaints. If the Additional Improvements needs to be rehabilitated and/or repaired at any time in the future, the DEPARTMENT is under no obligation to restore, repair or replace the Additional Improvements.

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EXHIBIT “B”

ESTIMATE

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the construction fiscal year.

| FIN 445686-1 | | | | |
|---------------------|--|----------------------|-------------------|---------------------|
| Pay Item | Description | Quantity (SY) | Unit Price | Cost |
| 523-3 | Patterned Pavement | 611 | \$195.00 | \$119,145.00 |
| 526-1-1 | Pavers, Architectural Roadway | 32 | \$160.00 | \$5,120.00 |
| 526-1-101 | Pavers, Architectural, Remove Existing and Reinstall | 22 | \$250.00 | \$5,500.00 |
| | | | | \$129,765.00 |

The remainder of this page intentionally left blank.

EXHIBIT "C"

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), the City of Eustis ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: State Road 19 Pedestrian Improvements from County Road 44 /
Orange Avenue to Hazzard Avenue
Project #: 445686-1-52-02
County: Lake

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028

Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

| | | |
|---|---|--|
| <p>Agency: City of Eustis Vendor No.: F596000316001</p> | <p>Fund: LF Contract Amount: \$112,840.00</p> | <p>Financial Project No.: 445297-1-52-02</p> |
|---|---|--|

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF EUSTIS**

This **AGREEMENT**, made and entered into _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “DEPARTMENT”) and the CITY OF EUSTIS, (hereinafter referred to as the “LOCAL GOVERNMENT”),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit “C”, and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: “State Road 19 from North of Stevens Avenue to County Road 452”, said project being known as Financial Project Number (FPN) 445297-1-52-01, hereinafter referred to as the “Project”; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds for: Stamped pattern pavement and brick pavers to be removed and reinstalled in multiple intersections of the Project, in Fiscal Year 2023/2024, said Project being known as FPN 445297-1-52-02, and said improvements shall hereinafter be referred to as the “Additional Improvements”; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost effective manner, the LOCAL GOVERNMENT desires to have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in “Exhibit A”;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit "A" to be incorporated into the DEPARTMENT'S plans for the State Road 19 from North of Stevens Avenue to County Road 452 Project and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect and maintain the constructed improvements in perpetuity as specified in Exhibit "A", Scope of Services.

5. Participation by the LOCAL GOVERNMENT in the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Additional Improvements is **\$112,840.00 (One Hundred Twelve Thousand Eight Hundred Forty Dollars and No/100)**. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The Project is being funded by the LOCAL GOVERNMENT in the amount of **\$112,840.00 (One Hundred Twelve Thousand Eight Hundred Forty Dollars and No/100)**. Said funds are programmed under Financial Project Number (FPN) 445297-1-52-02. As described in paragraph 5(C) below, the LOCAL GOVERNMENT agrees that it will provide the balance of the funding necessary to complete the Project.

(C) The LOCAL GOVERNMENT agrees that it will, on or before but no later than **within at least 14 calendar days of the execution of this Agreement**, furnish the DEPARTMENT an advance deposit in the amount of **\$112,840.00 (One Hundred Twelve Thousand Eight Hundred Forty Dollars and No/100)** for full payment of the estimated project cost for Locally Funded project number 445297-1-52-02. The advance deposit shall be the total estimated project cost plus allowances, including contingency. The DEPARTMENT may utilize this deposit for payment of the costs of the Project.

(D) If the accepted bid amount plus allowances is in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to a delay of the project.

(E) If the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the LOCAL GOVERNMENT in writing.

(F) Should project modifications or changes to bid items occur that increase the LOCAL GOVERNMENT share of total project costs, the LOCAL GOVERNMENT will be notified by the DEPARTMENT accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its

share of the Project. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the LOCAL GOVERNMENT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).

(G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(H) In the event the final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(I) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(J) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5537

D5-LocalPrograms@dot.state.fl.us

LOCAL GOVERNMENT

Rick Gierok
Public Works Director
City of Eustis
10 North Grove Street
Eustis, Florida 32726
(352) 483-5480
GierokR@Eustis.org

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

- (A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and
- (B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF EUSTIS

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

LOCAL GOVERNMENT Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

July 8, 2019

EXHIBIT "A"

SCOPE OF SERVICES

The nature of the Project is to provide asphalt resurfacing and associated safety and functional improvements and to reduce the speed limit for the safety of residents who live along State Road 19.

City of Eustis (LOCAL GOVERNMENT) request: Stamped pattern pavement and brick pavers to be removed and reinstalled in multiple intersections of the project.

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the construction contract for State Road 19 from North of Stevens Avenue to County Road 452.

Prior to the installation of patterned pavement crosswalks in intersections on the State Highway System, a Maintenance Memorandum of Agreement must be entered into with the LOCAL GOVERNMENT agency requesting this aesthetic enhancement to the Project. This Agreement must be filed with the District Maintenance Office. This Agreement requires the LOCAL GOVERNMENT agency to acknowledge that the installation and maintenance of patterned pavement is the total responsibility of the LOCAL GOVERNMENT agency, including contracting for friction testing with a qualified firm.

"Maintenance" of all patterned pavement crosswalks in these Agreements must be defined, as a minimum, to include its frictional characteristics and integrity as follows:

1. Evaluate all lanes of each patterned crosswalk for surface friction within 60 days of Project acceptance by the DEPARTMENT. Conduct the friction test using either a locked wheel tester in accordance with **FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)** or a Dynamic Friction Tester in accordance with **ASTM E1911**. **FM 5-592** can be accessed at the following link: <http://materials.dot.state.fl.us/smo/administration/resources/library/publications/fstm/Methods/fm5-592.pdf>

The initial friction resistance must be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent. Failure to achieve this minimum resistance will require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the DEPARTMENT determines

- that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Approved Products List (APL) or replaced with conventional pavement.
2. Approximately one year after project acceptance and every two years thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk must be tested for friction resistance in accordance with **ASTM E274** or **ASTM E1911**. Friction resistance must, at minimum, have a FN40R value of 35 (or equivalent).
 3. Send the results of all friction tests to the District's Warranty Coordinator with a cover letter either certifying that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
 4. Within sixty (60) days of project acceptance, the LOCAL GOVERNMENT shall evaluate all lanes of each patterned crosswalk for surface friction pursuant to Section 2.1.6.2 of the Plans Preparation Manual, Volume 1, Maintenance Memorandum of Agreement Requirements for Patterned Pavement. The friction test shall be conducted using either a locked wheel tester in accordance with FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements) or a Dynamic Friction Tester in accordance with ASTM E1911. FM 5-592 can be accessed at the following link:
<http://maerials.dot.state.fl.us/smo/administration/resources/library/publications/fstm/Methods/fm5-592.pdf>

The initial friction resistance must be at least thirty-five (35) obtained at forty (40) mph with a ribbed tire test (FN40R) or equivalent. Failure to achieve this minimum resistance must require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the DEPARTMENT determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Approved Products List (APL) or replaced with conventional pavement.

Approximately one (1) year after project acceptance and every two (2) years thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk must be tested for friction resistance in accordance with ASTM E274 or ASTM E1911. Friction resistance shall, at a minimum, have a FN40R value of thirty-five (35) or equivalent.

The results of all friction tests shall be sent to the DEPARTMENT'S Project Manager, Johnny Demosthenes, with a cover letter either certifying that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.

Failure to achieve the minimum resistance must require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas must be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the DEPARTMENT determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the APL or replaced with conventional pavement.

When remedial action is required in accordance with the above requirements, the LOCAL GOVERNMENT shall complete all necessary repairs at its own expense within ninety (90) days of the date when the deficiency is identified. No more than two (2) full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.

The DEPARTMENT will not be responsible for replacing the treatment following any construction activities in the vicinity of the treatment.

Should the LOCAL GOVERNMENT fail to satisfactorily perform any required remedial work in accordance with this Agreement, the DEPARTMENT reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the LOCAL GOVERNMENT for this cost.

5. After construction is complete, the LOCAL GOVERNMENT shall at all times be responsible, at their own cost and expense, for maintaining the Additional Improvements constructed under this agreement in perpetuity which includes clean-up, removal and disposal of debris from catastrophic events or accidents as well as routine maintenance. If the roadway needs to be rehabilitated and/or resurfaced at any time in the future, the DEPARTMENT is under no obligation to restore, repair or replace the Additional Improvements.
6. The DEPARTMENT will not be responsible for replacing the treatment following any construction activities in the vicinity of the treatment.
7. Should the LOCAL GOVERNMENT agency fail to satisfactorily perform any required remedial work in accordance with this Agreement, the DEPARTMENT reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the LOCAL GOVERNMENT agency for this cost.

After construction is complete, the LOCAL GOVERNMENT shall at all times be responsible, at their own cost and expense, for maintaining the Additional Improvements constructed under this Agreement, in perpetuity, which includes clean-up, removal and disposal of debris from catastrophic events or accidents as well as routine maintenance. The LOCAL GOVERNMENT will respond to and handle any citizen complaints. If the Additional Improvements needs to be rehabilitated and/or repaired at any time in the future, the DEPARTMENT is under no obligation to restore, repair or replace the Additional Improvements.

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EXHIBIT “B”

ESTIMATE

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the construction fiscal year.

| Financial Project Number (FPN) 445297-1-52-02 | | | | |
|--|--|----------------------|-------------------|---------------------|
| Pay Item | Description | Quantity (SY) | Unit Price | Cost |
| 523-3 | Patterned Pavement | 530 | \$195.00 | \$103,350.00 |
| 526-1-1 | Pavers, Architectural Roadway | 14 | \$160.00 | \$2,240.00 |
| 526-1-101 | Pavers, Architectural, Remove Existing and Reinstall | 29 | \$250.00 | \$7,250.00 |
| | | | | \$112,840.00 |

The remainder of this page intentionally left blank.

EXHIBIT "C"

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), the City of Eustis ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: State Road 19 from North of Stevens Avenue to County Road 452
Project #: 445297-1-52-02
County: Lake

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028

Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 5, 2023

RE: Resolution Number 23-89: Live Local Act Pending Legislation - Notice to the public of a pending ordinance and directing staff to develop and process for adoption an ordinance to provide for certification of compliance of affordable housing projects and other potential land development regulations addressing affordable housing, mixed-use and multi-family projects to address the impacts of Chapter 2023-17, Laws of Florida, known as the "Live Local Act."

Background:

Recent amendments to state law as set forth in Chapter 2023-17, Laws of Florida, will preempt some provisions of the City's local comprehensive plan, zoning and land development regulation provisions for certain mixed-use projects and multi-family projects having at least 40 percent of residential units within a project being affordable housing units for at least a 30-year period.

Chapter 2023-17, Laws of Florida, does not articulate how a proposed development is intended to evidence compliance with the affordable housing requirements necessary to benefit from the preemptions afforded under the new law, including prior to issuance of a building permit or certificate of completion, or at any time during the minimum 30-year period provided for in the new law nor does the new law set forth any penalties for non-compliance and such should be required in order to ensure that the purpose of Chapter 2023-17, Laws of Florida, is achieved.

The Resolution provides notice to the public and directs staff to prepare and process an ordinance creating city code and/or land development regulations, as applicable, to require evidence of and ensure compliance with the affordable housing criteria as needed for a development to benefit from the preemptions afforded under Chapter 2023-17, Laws of Florida, and other land development regulations addressing affordable housing, mixed-use and multi-family projects.

The proposed ordinance is to be considered and adopted within six (6) months of adoption of this Resolution. By adoption of this Resolution, the City Commission is implementing the Pending Ordinance Doctrine which places property owners and developers on notice that changes will be forthcoming and that they should not rely on existing local laws when making development or purchase decisions.

Fiscal Impact:

N/A

Attachment:

Resolution Number 23-89

RESOLUTION NUMBER 23-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; PROVIDING NOTICE TO THE PUBLIC OF A PENDING ORDINANCE AND DIRECTING STAFF TO DEVELOP AND PROCESS FOR ADOPTION AN ORDINANCE TO PROVIDE FOR CERTIFICATION OF COMPLIANCE OF AFFORDABLE HOUSING PROJECTS AND OTHER POTENTIAL LAND DEVELOPMENT REGULATIONS ADDRESSING AFFORDABLE HOUSING, MIXED-USE AND MULTI-FAMILY PROJECTS TO ADDRESS THE IMPACTS OF CHAPTER 2023-17, LAWS OF FLORIDA, KNOWN AS THE LIVE LOCAL ACT.

WHEREAS, recent amendments to state law as set forth in Chapter 2023-17, Laws of Florida, will preempt some provisions of local comprehensive plans, zoning and land development regulation provisions for certain mixed-use projects and multi-family projects having at least 40 percent of residential units within a project being affordable housing units for at least a 30-year period; and

WHEREAS, Chapter 2023-17, Laws of Florida, does not articulate how a proposed development is intended to evidence compliance with the affordable housing requirements necessary to benefit from the preemptions afforded under Chapter 2023-17, including prior to issuance of a building permit or certificate of completion, or at any time during the minimum 30 year period provided for in the new law or set forth any penalties for non-compliance and such should be required in order to ensure that the purpose of Chapter 2023-17, Laws of Florida, is achieved; and

WHEREAS, the staff is directed to prepare and process an ordinance to create City code or land development regulations, as applicable, to require evidence of and ensure compliance with the affordable housing criteria as needed for a development to benefit from the preemptions afforded under Chapter 2023-17, Laws of Florida, and other land development regulations addressing affordable housing, mixed-use and multi-family projects; and

WHEREAS, the goal is to have such pending ordinance considered and adopted within six (6) months from the effective date of this Resolution; and

WHEREAS, the City Commission wishes to place the public and all parties on notice that the City Commission is considering land development regulation amendments addressing the aforesaid matters; and

WHEREAS, pursuant to the pending legislation doctrine (or pending ordinance doctrine) set forth in Smith v. City of Clearwater, 383 So.2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine concerning the zoning and land development regulations governing properties and proposed affordable housing projects, mixed-use projects and multi-family projects located within the city limits; and

WHEREAS, property owners and developers should be aware that provisions of the pending ordinance not yet adopted by the City Commission may be applied to any proposed development and/or development order applications delayed until the adoption and effectiveness of such ordinance; thus, property owners and developers should not rely on existing City Code or Land Development Regulations in making investment and development related decisions; and

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

NOW, THEREFORE, the Commission of the City of Eustis, Florida hereby ordains that:

Section 1. Legal Findings. The foregoing recitals are hereby adopted as legislative findings of the City Commission and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Staff Directive. The staff is directed to prepare and process an ordinance to create city code provisions or land development regulations to require evidence of and ensure compliance with the affordable housing criteria as needed for a development to benefit from the preemptions afforded under Chapter 2023-17, Laws of Florida, and other land development regulations addressing affordable housing, mixed-use and multi-family projects. The City Commission hereby implements the "pending legislation doctrine" regarding such pending ordinance, and property owners and developers are hereby placed on notice of the same and of the recitals set forth in this Resolution.

Section 3. Effective Date. That this Resolution shall become effective immediately upon passing.

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 5th day of October, 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 5th day of October, 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 Number:

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-89 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: OCTOBER 5, 2023

RE: ORDINANCE NUMBER 23-23: ANNUAL UPDATE OF THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF THE COMPREHENSIVE PLAN FISCAL YEAR 2024-28

Introduction:

This report seeks acceptance of the City of Eustis Five Year Capital Improvement Plan (CIP) FY 2024-2028. Ordinance Number 23-23 approves the FY 2024-28 annual update of the Five-Year Capital Improvements Schedule of the Comprehensive Plan under F.S. 163.3177(3)5(b).

Background:

The Five-Year CIP identifies five years of capital improvement needs for the City of Eustis. The plan includes major capital projects and acquisitions of over \$25,000 with a five or more years useful life. It also includes repair and maintenance projects when the cost meets the budget threshold.

Department Directors provided updated information on projects previously submitted for the CIP as well as new project needs and evaluated those projects based on current economic conditions, requirements of the Comprehensive Plan, requirements to implement the City's Strategic Plan, the need to expand City service levels and the need to meet renewal and replacement demands on existing infrastructure. Department Heads reviewed the CIP submittals and prioritized the projects based on the following criteria:

1. Risk
 - a. Eliminates a current or future safety concern
 - b. Addresses a hazardous condition
 - c. Replaces or updates equipment or facilities that are not efficient or functionally serving their intended purpose
 - d. Meets pending compliance requirements from other agencies
 - e. Maintains City assets at a level adequate to protect the City's investment and minimize future maintenance and replacement costs (This would include Comprehensive Plan service level deficiencies)
2. Return on Investment
 - a. Highly visible projects
 - b. The benefit of the project outweighs the cost of the project within a short period of time
 - c. Project has the potential to generate economic development

3. Level of Service Maintenance

- a. Projects that need to be completed to maintain the City's desired service levels

4. Improved Level of Service

- a. Projects that provide a new service or improve the current level of service based on increased demand

The Finance Department used a conservative approach to forecast capital revenue by analyzing collections for the past five years for trends and economic fluctuations. Based on that analysis, the anticipated revenue and expenditures are as follows:

- Sales Tax Fund, CRA, Street Improvement, Stormwater, Greenwood Cemetery, Law Enforcement Capital Expansion, and Water & Sewer revenue projections include a 3% annual increase for FY 23/24 and 24/25 due to inflation.
- Stormwater, Water & Sewer revenue projections include a 3% increase per year for FY 24/28 due to new subdivision revenue.
- Going forward, expenditure projections include a 5% annual increase for all funds for FY 24/28 due to inflation projected easing.

Some of the major projects included in the plan are the following:

- Public Safety Combined Complex (PW Dept. - Facilities) - \$13,250,000
- Bates Main WWTP Expansion - Wastewater Dep.
(PW Dept. - Wastewater) - \$12,187,942
- Pumper Engine Replacement (Fire Dept.) - \$750,000
- Vehicles Replacement (Police Dept.) - \$315,000
- Floating Dock Replacement (PW Dept. - Utilities) - \$345,446
- Vac Truck (PW Dept - Stormwater) - \$320,000
- Stormwater Camera (PW Dept. - Stormwater) - \$300,000
- Street Sweeper (PW Dept. - Stormwater) - \$400,000
- Pine Meadows Golf Course Rd Bridge Replacement
(PW Dept. - Transport.) - \$600,000
- Unimproved Roads Engineering Design (PW Dept - Transportation) - \$500,000
- Signalization Camera (PW Dept. - Transportation) - \$420,000
- Street Resurfacing Citywide (PW Dept. - Transportation) - \$2,419,079
- Sidewalk Replacements Citywide (PW Dept. - Transportation) - \$510,000
- Aquatic Center Renovation (Parks & Rec Dept.) - \$3,000,000
- Palmetto Plaza Hardscape (CRA) - \$369,000
- Ferran Park Seawall (Parks & Rec. Dept.) - \$975,000
- Coolidge Water Main Expansion (PW Dept. - Water) - \$1,000,000
- Coolidge Sewer Main Expansion (PW Dept. - Water) - \$1,800,000
- Water Department Office & Compound CR44 (PW Dept. - Water) - \$800,000
- Eastern Force Main Extension (PW Dept. - Wastewater) - \$400,000
- Floating Solar Panels (PW Dept. - Wastewater) - \$1,500,000
- Camera Vehicle (PW Dept. - Wastewater) - \$450,000
- Sorrento Pines Waterline and Reclaimed Water (PW Dept. - Wastewater) - \$325,000
- Eastern Water Main Expansion - (PW Dept. - Water Impact) - \$300,000
- Eastern Reclaimed Water Main Expansion (PW Dept - Water Impact) - \$300,000
- Rosenwald Gardens Roads (PW Dept. - Transportation) - \$4,000,000
- New Water Meter Service Sets (PW Dept. - Water Impact) - \$600,000

The process of CIP development takes place each year, enabling the City to assess projects in light of evolving circumstances and changing focal points. The plan underwent thorough examination by the staff and the City Commission, and the final draft is now put forth for approval.

The cumulative CIP amount for the upcoming five years stands at \$79,112,268. The capital projects scheduled for FY 2023-24 will be integrated into the forthcoming annual operating budget slated for release in September 2023, with a collective value of \$26,187,515.

Recommended Action

Staff recommends approval of Ordinance Number 23-23.

Alternatives

1. Approve Ordinance Number 23-23
2. Deny Ordinance Number 23-23

Discussion of Alternatives

1. Approve the Ordinance
 - a. Advantages
 - i. The action fulfills the statutory requirement
 - ii. The Commission has previously accepted the same updated schedule
 - b. Disadvantages
 - i. There is no disadvantage to approving the Ordinance
2. Deny the Ordinance
 - a. Advantages
 - i. The Commission could consider another revised schedule of capital improvement
 - b. Disadvantages
 - i. Potential failure to comply with statutory requirements in a timely manner

Community Input

Staff properly advertised the Ordinance and invited public input during the September 21st, 2023 meeting.

Budget/Staff Impact

There is no specific staff or budget impact associated with the Ordinance other than the obvious budgetary impact of the plan itself, which is included in the proposed Adopted Budget presented at the September 21st, 2023, City Commission meeting held at the City Commission Chambers.

Prepared By:

Nailya Harnisch, Deputy Finance Director

Reviewed By:

Mike Sheppard, Finance Director

Attachment: City of Eustis Capital Improvement Plan book FY 2024-2028 is presented at the meeting.

ORDINANCE NUMBER 23-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING THE ANNUAL UPDATE OF THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF THE COMPREHENSIVE PLAN UNDER FLORIDA STATUTES 163.3177(3)5(b); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes 163.3177(3)(b) requires the City to undertake an annual review of the Capital Improvements Element and update the Five-Year Capital Improvement Schedule by ordinance; and

WHEREAS, the City Commission has reviewed the Capital Improvement Element and accepted the Five-Year Capital Improvement Plan for Fiscal Year 2024 through the Fiscal Year 2028;

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

Section 1.

The Capital Improvement Plan for Fiscal Year 2024 through the Fiscal Year 2028 is hereby adopted as the annual update of the Five-Year Capital Improvement Schedule in the Capital Improvement Element based on the Comprehensive Plan requirements.

Section 2.

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

Section 3.

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.

That this Ordinance shall become effective immediately on passing.

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 5th of October 2023.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

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: October 5, 2023

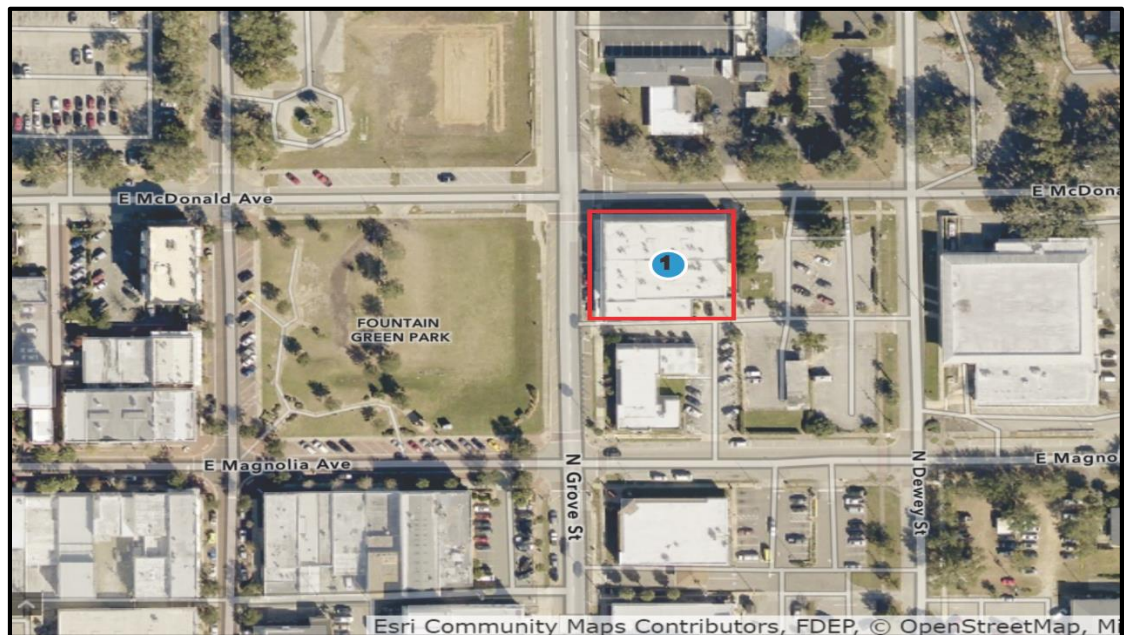
RE: ORDINANCE NUMBER 23-24: **SECOND READING** OF AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A CONDITIONAL USE PERMIT FOR A SCHOOL IN THE CENTRAL BUSINESS DISTRICT (CBD) FUTURE LAND USE DISTRICT, LOCATED AT 135 N. GROVE STREET.

Introduction:

Ordinance Number 23-24 approves a Conditional Use Permit for allowance of a school in the Central Business District (CBD) future land use district for property located at 135 N. Grove Street (Alternate Key Number 1243025).

Background:

- a. The site is developed with a commercial building of 7,022 square feet, within the Central Business District (CBD). The Design District for this building is Urban Center (UCE).



Applicant's Request:

The applicant requests a Conditional Use Permit to allow a school within the northern portion of the building located at 135 N. Grove Street and in the Central Business District (CBD) future land use district.

Analysis:

The standards of review must show the conditional use is consistent with the City's Comprehensive Plan, Land Development Regulations and City Code. Accordingly, staff has reviewed this conditional use request with consideration of the following:

Section 109-4 (Use Regulations Table) allows a mixed use area encompassing downtown Eustis where a combination of commercial, institutional, office and residential uses are allowed. Those uses which require conditional use permit approval in the Central Business District (CBD) land use district include hospitals, wireless communications towers and all schools.

The standards of review must show the conditional use is consistent with the City's Comprehensive Plan, Land Development Regulations, and City Codes, which are shown below.

This request for allowance of a school in the Central Business District (CBD) is generally consistent with the goals and objectives of the City's Comprehensive Plan, which has schools identified in the General Range of Uses within the Central Business District. The exterior appearance would not vary as it was previously occupied as a dance studio.

Additional Applicable Policies and Codes:

Staff has reviewed this conditional use request with consideration of the following.

The Comprehensive Plan: The Central Business District (CBD) land use applies to a combination of commercial, institutional, office and residential uses. The purpose is designed to support this mixed use area at comparatively high densities. As previously stated, the category accommodates the mixture of uses including commercial, residential, institutional, industrial, office and schools.

Section 102-30 (Conditional Uses) of the Land Development Regulations (LDRs) provides for uses that are generally compatible with the use characteristics of a future land use district, but which require individual review of:

"Location, design, intensity, configuration, and public facility impact, in order to determine the appropriateness of the use of any particular site in the district and their compatibility with adjacent uses."

The Conditional Use review allows the City Commission to attach conditions, limitations, and requirements to a conditional use permit to prevent or minimize adverse effects upon other properties in the neighborhood. These conditions can include limitations on size, intensity of use, bulk and location, landscaping, lighting, provision of adequate ingress and egress, duration of the permit, and hours of operation.

Section 109-4 (Use Regulations Table) allows a school as a conditional use within the CBD land use district.

Policy Implications:

Approval or denial of this waiver request to grant approval of a conditional use to permit a school at 138 N. Grove Street could set a precedent for the review of similar requests in the future; however, this could be an opportunity as well to show flexibility and also offer a variety of options within the CBD.

Alternatives:

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

Discussion of Alternatives:

Alternative 1 approves Ordinance Number 23-24.

Advantages:

1. The project may move forward with site modifications.
2. A new private school will be available in Eustis.
3. The structure will be occupied and maintained.
4. The proposed use will be compatible with the surrounding uses as the type of activity proposed should be low impact.

Disadvantages:

1. Approval of a private school in the building could prompt other requests for other types of schools in this area, which could change the character of the area.

Alternative 2 denies Resolution Number 23-24.

Advantages:

1. No private school will exist in this plaza, primarily occupied by more business oriented tenants.

Disadvantages:

The City could lose the opportunity of having another new private school in the city limits.

Community Input:

The department has properly advertised the Ordinance in the newspaper; notified surrounding properties within 500 feet, and posted the property. To date, there has been no opposition received to the proposed development, nor any feedback at all related to this Conditional Use request.

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 inspection.

Conclusion:

Staff recommends approval of the conditional use request based upon the above discussion which outlines that the proposed use will be compatible with the surrounding uses because of its location, no change to the existing building, which will not affect the intensity of the property or tax the capacity of any public facilities. Upon approval of this request, the planning department would still expect to see a sign permit application and a Business Tax Receipt (BTR) for this unit from the applicant, as well as, allowing the Building Official and Fire Marshal to determine if this application is considered a change-of-use and review whether this use will increase the unit's occupancy load.

Prepared By:

Mike Lane, AICP , Director, Development Services Department

Attachment:

Proposed Ordinance Number 23-24

ORDINANCE NUMBER 23-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A CONDITIONAL USE PERMIT FOR A SCHOOL IN THE CENTRAL BUSINESS DISTRICT (CBD) FUTURE LAND USE DISTRICT LOCATED AT 135 N. GROVE STREET.

WHEREAS, Sarah Campbell, representative and tenant for North Central Place, LLC, property owner, has applied for a Conditional Use Permit for a school to utilize a portion of the building located at 135 N. Grove Street; and

WHEREAS, the subject property has a Land Use Designation of Central Business District (CBD) and a Design District Designation of Urban Center; and

WHEREAS, a school is permitted as a Conditional Use in the Central Business Land Use District; and

WHEREAS, the request for a Conditional Use Permit was properly Noticed for a Quasi-Judicial Public Hearing before the City Commission; and

WHEREAS, on September 21, 2023, the City Commission held the 1st Public Hearing to consider the Conditional Use Permit; and

WHEREAS, on October 5, 2023, the City Commission held the 2nd Public Hearing to consider the Conditional Use Permit; and

WHEREAS, the proposed conditional use is consistent with the City's Land Development Regulations, Comprehensive Plan, and Code of Ordinances; and

WHEREAS, the applicant has presented evidence to establish the following:

1. That the proposed use is desirable at the particular location;
2. That the proposed conditional use will not have an undue adverse effect on nearby property;
3. That such use will not be detrimental to the health, safety, or general welfare of the citizens residing in the area;
4. That the proposed conditional use is compatible with the existing or planned character of the neighborhood in which it would be located;

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

Section 1. That a Conditional Use Permit is granted for a school at the building located at 135 North Grove Street, more particularly described as:

EUSTIS PB 1 PG 79 LOTS 5, 6, 7, 8 BLOCK 36 ORB 4718 PG 1098

ALTERNATE KEY NUMBER: 1243025
PARCEL NUMBER: 11-19-26-0100-036-00500

Section 2. That the conditions of approval require that the school meets all applicable provisions of the Land Development Regulations and the City Code of Ordinances and complies with the following specific conditions and limitations:

1. Obtain a sign permit for the wall sign on the building.
2. Obtain a Business Tax Receipt (BTR) for this activity/use; and
3. Allow the Building Official and the Fire Marshal to determine if a change of use permit is necessary for this portion of the building.

Section 3. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. 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. That this Ordinance shall become effective immediately upon passing.

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 5th day of October, 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 5th day of October, 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 Number:

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 Ordinance Number 23-24 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