



# AGENDA

## City Commission Meeting

6:00 PM – Thursday, April 06, 2023 – City Hall

---

**INVOCATION: Pastor Buddy Walker, Faith Christian Fellowship**

**PLEDGE OF ALLEGIANCE: COMMISSIONER NAN COBB**

**CALL TO ORDER**

**ACKNOWLEDGE OF QUORUM AND PROPER NOTICE**

**1. AGENDA UPDATE**

**2. APPROVAL OF MINUTES**

**2.1** Approval of Minutes

February 13, 2023, City Commission Workshop - Joint Workshop with City Commission and Code Enforcement Board

February 16, 2023, City Commission Workshop - Organizational Grants

February 16, 2023, City Commission Meeting

**3. PRESENTATIONS**

**3.1** Proclamation for 2023 Water Conservation

**3.2** America In Bloom Presentation

**4. AUDIENCE TO BE HEARD**

**5. CONSENT AGENDA**

**5.1** Resolution Number 23-30: Acceptance of the Final Subdivision Plat for Grafton Ridge and acceptance of Performance and Maintenance Bonds

**5.2** Resolution Number 23-31: Second Amendment to the Professional Services Agreement between the City of Eustis and M.T. Causley for Building Related Services.

**5.3** Resolution Number 23-32: Approving a Purchase in Excess of \$50,000 for a Compact Track Loader

**5.4** Resolution Number 23-33: Approving the Lake County Interlocal/Sub-recipient Agreement for Improvement of Roads - Rosenwald Gardens

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

**6.1** Resolution Number 23-16: Interlocal Business Incubator Program Funding Agreement

**6.2** **SECOND READING**

**Ordinance Numbers 23-05, 23-06, and 23-07: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS with ALTERNATE KEYS 1784077 AND 1784140**

**Ordinance Number 23-05 – Voluntary Annexation**

Ordinance Number 23-06 – Future Land Use Map Amendment

Ordinance Number 23-07 – Design District Assignment

**6.3 SECOND READING**

Ordinance Numbers 23-05, 23-06, and 23-07: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS with ALTERNATE KEYS 1784077 AND 1784140

Ordinance Number 23-05: Voluntary Annexation

**Ordinance Number 23-06: Future Land Use Map Amendment**

Ordinance Number 23-07: Design District Assignment

**6.4 SECOND READING**

Ordinance Numbers 23-05, 23-06, and 23-07: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS with ALTERNATE KEYS 1784077 AND 1784140

Ordinance Number 23-05: Voluntary Annexation

Ordinance Number 23-06: Future Land Use Map Amendment

**Ordinance Number 23-07: Design District Assignment**

**7. OTHER BUSINESS**

**7.1** Consideration: Extension of Annexation Incentive Program

**7.2** Development Incentive Water and Sewer Impact Fee Waiver Program

**7.3** Consideration: Revising the Tree Protection Section in the LDRs

**7.4** Department Updates:  
Economic Development  
Parks and Recreation  
Library  
Development Services

**8. FUTURE AGENDA ITEMS**

**9. COMMENTS**

**9.1 City Commission**

**9.2 City Manager**

**9.3 City Attorney**  
Presentation by City Attorney regarding Florida Sunshine Law and Ethics

**9.4 Mayor**

**10. ADJOURNMENT**

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

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

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



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Christine Halloran, City Clerk

DATE: April 6, 2023

RE: Approval of Minutes

---

**Introduction:**

This item is for consideration of the minutes of February 13, 2023 City Commission Workshop - Joint Workshop with City Commission and Code Enforcement Board, February 16, 2023 City Commission Workshop - Organizational Grants, and February 16, 2023 City Commission Meeting.

**Recommended Action:**

Approval of the minutes as submitted.

**Policy Implications:**

None

**Prepared By:**

Mary Montez, Deputy City Clerk

**Reviewed By:**

Christine Halloran, City Clerk



# MINUTES

## Joint Workshop with City Commission and Code Enforcement Board

5:00 PM – Monday, February 13, 2023 – City Hall

**CALL TO ORDER: 5:18 P.M.**

### ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

**ALSO PRESENT:** Code Enforcement Board members George Asbate, Richard Bartzler, Ryan Benaglio, Stephanie Carder, Karen Sartele, Brad Shelley and Chairman Alan Paczkowski

### 1. **WORKSHOP ITEM WITH DISCUSSION, PUBLIC INPUT AND DIRECTION: CODE ENFORCEMENT**

Tom Carrino, City Manager, explained the process for the evening to hear from staff and the Code Enforcement Board (CEB) in a general discussion on code enforcement and then signage regulations and enforcement.

Eric Martin, Code Enforcement Supervisor, reviewed the general purpose of code enforcement: to promote the health, safety, comfort, convenience and general welfare of the public, to protect the environment, to prevent the spread of disease, and the creation of nuisances, and to protect property values. He commented on Chapter 162 of the Florida Statutes regarding board membership requirements and specifics for the Code Enforcement Board. He explained the enforcement procedure for citizen complaints (reactive enforcement for which anonymous complaints are no longer permitted), neighborhood surveillance (proactive enforcement), and referrals from another City Department, State or Federal Agency. He reviewed the goals of Code Enforcement to ensure property/business owners comply with City codes through voluntary compliance and formal enforcement methods and reviewed the formal enforcement process initiated when informal methods do not obtain voluntary compliance. Mr. Martin reviewed fines and explained that state statutes establish maximum fine amounts depending on the number of violations that can be imposed by the Code Enforcement Board. He also indicated that the fines may be dependent on several factors: the gravity of the violation; any actions taken by the violator to correct the violation; and any previous violations committed by the violator. Mr. Martin reviewed the types of violations which get the maximum fine, including Building Code Violations (i.e., unsafe structures, faulty electrical wiring), Life Safety Violations (i.e. missing/damaged pool barriers, airtight appliances), Fire Code Violations, and Public Nuisances. He explained liens may be levied if compliance is not achieved by the deadline given by the Board. An Order Imposing Fine may be recorded in public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Mr. Martin commented on liens and the party with the authority to reduce a lien. He discussed alternative enforcement methods for the local governing code and fine reductions. Mr. Martin reviewed fine reductions for when fines are reduced and the process for achieving compliance and special circumstances. He noted when assessed fines may be reduced, including to have a better chance of collection, to recover expenses, to save money in legal expenses

(cost of foreclosure), and to promote goodwill between property owners and the City. He noted generally, the Board will not hold a new owner responsible for the shortcomings of a previous owner.

Commissioner Cobb asked about the retrieval of fines with Mr. Martin explaining that if there is no surplus then there is nothing to recover from unless the City obtains a judgement against the property owner. He noted that the City has, on occasion, done a partial release of lien for the property sold but the lien stays intact on any additional property the original property owner may own. He explained the lien is good for 20 years and attaches to any other property they own.

Board member Asbate added that if they have a lien then they may not be able to turn the utilities on for another property.

Mr. Martin explained why liens may be reduced and stated that a property owner has 30 days to appeal any action by the CEB with the Circuit Court. He indicated that liens are not generally reduced to less than the actual costs incurred by the City.

Commissioner Cobb asked about 1131 E. Bates Avenue with Mr. Martin explaining a judge can issue an injunctive relief which provides the property owner with a certain number of days to correct a violation or they give the City authorization to access the private property to remove private property. He explained the City does not access private property to seize private property without a court order. He explained that if that owner does not comply then the City will have to contract with someone to remove the property. He stated the case has been ongoing since 2012 with additional action occurring in 2018.

Discussion was held regarding how long it may take to obtain compliance or enforce a violation.

Mr. Martin explained the overall process and presented pictures of notices of violation, certified mail notices, property record cards, affidavit of service for physical posting and mailing to address, order of enforcement issues by the CEB, notice of hearing, order of abatement, sample code cover letters, order imposing fine, and cover letter for notice of recording of fine. He noted ample notice is provided to the property owners of the process for code enforcement.

The Commission asked about the handling of anonymous complaints with Mr. Martin noted that the complaints are subject to the public records law.

Police Chief Craig Capri indicated that staff can observe violations and report those themselves. He stated they would not tolerate someone threatening retaliation.

Mr. Martin indicated they would have to be careful about reporting violations themselves as they don't want to give someone the opportunity for an appeal.

Chief Capri commented on how they can approach a resident and request compliance. He suggested the creation of a nuisance abatement board to assist with the complaints that may not represent specific code enforcement issues. He commented on a recent issue and how they encouraged the owner to bring a property into compliance.

The Commission questioned how they can insure a business has obtained their Business Tax Receipt (BTRs) and whether they can be shut down due to the lack of a BTR.

CEB Chair Alan Paczkowski commented on businesses in violation and suggested they lose their BTR if they do not bring their property into compliance.

CEB Attorney Kevin Rossi stated that the only mechanisms he is aware of are the regular code enforcement process and, in the case of a required professional license, contacting the state licensing board to see if they will become involved.

Discussion was held regarding various issues with businesses and code enforcement.

Mr. Martin explained that some of the businesses in the report are actually home-based businesses. He further explained how the City used to utilize the County's BTR list to identify people operating a home business in the City.

Chief Capri commented on a need for the City to be more aggressive with enforcement issues. He stated that the goal is to gain compliance and move forward by being polite and firm but fair. He expressed concern regarding the high accumulated fines. He cited the need for an additional code enforcement officer and a designated police officer.

The Commission asked about collecting unpaid fines now totaling almost \$5 million.

Chairman Paczkowski explained that 48.6% of the liens are on homestead property. He stated the lien is on the books and is valid for 20 years. He noted the need for the three entities to work together including the City Code Enforcement Department, the Code Enforcement Board and the City Commission.

Mr. Carrino commented on the collection of fines. He questioned whether or not overdue fines can be sent to a collection agency.

The Commission asked who is in charge of collections. They discussed how a business property can be foreclosed on including foreclosing against the property owner when a business is out of compliance.

Mike Sheppard, Finance Director, commented on water bill enforcement and collections. He explained that after eight days the City can shut off the water. He stated they recently took someone who was on light duty and had her make phone contacts to try and get the monies collected. He noted that collection agencies are not typically efficient.

Mr. Carrino asked Mr. Sheppard if the collection of code enforcement fines might be a Finance function with Mr. Sheppard noting they have never done that. He indicated that the larger fines are usually liens on homestead which can't be collected until the property is sold.

The Commission, Chief Capri, and Code Enforcement Board discussed the collection of fines process. Chief Capri suggested sending letters under the Police Chief's name.

Discussion was held regarding the status of the Racetrack sign with Mr. Martin indicating the sign is actually on the Lake Hills Shopping Center property. He noted that the property manager was concerned about the businesses in the center suing him for removal of the sign. He confirmed there is a lien in place. He stated other issues for the plaza have been resolved so the only remaining issue should be the sign.

The Commission discussed hiring someone dedicated to collections and fine mitigation.

Attorney Lewis Stone commented on the Florida Statutes designating who is responsible for compliance issues. He cited homestead issues that do not allow for foreclosure. He indicated that once the lien is placed, the Code Board is out of the picture and the responsibility belongs to the City.

Chairman Paczkowski stated that fine accumulation is not acceptable. He noted that until the Board levees a fine on a property, there is no fine.

Further discussion was held regarding the handling of violations prior to being taken to the Code Board.

Mr. Martin explained the Code Enforcement statute does not address collection of the fines and emphasized that the administration and Commission have never provided direction regarding collection of the fines.

Chief Capri commented on the need to establish a nuisance abatement board rather than using enforcement. He emphasized the need for an additional code enforcement person.

Commissioner Ashcraft commented on the need to educate the public regarding permits.

Board member Asbate explained that when someone is brought to the Code Enforcement Board they are given anywhere from 30 to 90 days to comply; however, some people ignore the warnings. He cited a case where the violator had received six certified letters and yet they claimed they didn't know about it.

Chairman Paczkowski added that the Code Enforcement staff also provides them with time to comply prior to bringing them to the Board.

Chief Capri cited the need to focus on the biggest offenders and properly prioritize the violations.

Mr. Carrino committed to reviewing the list and creating a plan for dealing with it.

The Commission asked about an apparent \$27,000 utility bill with Mr. Carrino indicating staff would look at that.

Mr. Sheppard explained that there is always an availability charge and, once the tenant leaves, the bill reverts to the property owner. He indicated that if the availability charges accumulate, they may remove the meter. He proposed establishing a City collection department. He reported that, currently, they pay \$15 per account to a collection agency and they are not very effective. He discussed the process for BTRs and State law requirements. He stated that the City cannot withhold a BTR based on a business owner not doing something. He further noted they have to send out the BTR renewals in August based on state law and then there are late fees in October, November and December requiring additional notices being mailed. He suggested someone call them in October to determine if they are still in business. He indicated he is having his staff prepare a report on how much they have collected.

Commissioner Cobb asked about towing issues on private properties. Chief Capri stated the property owner has to have the vehicle towed. Mr. Martin stated the property in question is contracted with Almand's. He indicated he spoke with Almand's and let them know the sign they installed is not statutorily correct. Almand's responded it doesn't have to be as they don't do predatory towing but only respond to phone calls by the property owner.

Mr. Martin indicated the signs in question are not statutorily correct with Chief Capri responding he would check on it. Chief Capri commented on the possibility of utilizing personnel on light duty to work on collections.

Mayor Holland asked that Commissioner Cobb, Mike Sheppard, Chief Capri and Tom Carrino work on a policy regarding collections and creating a nuisance abatement board to be brought back to the Commission.

Board member Carder noted that a lot of the cases are for mowing grass, removing limbs, etc. She suggested that a nuisance abatement person be assigned those types of cases so that the Code Enforcement personnel can focus on the more serious cases.

Chief Capri stated that overgrown grass should not go before the Code Board. The City should mow the grass and bill the owner.

Commissioner Cobb commented on a code enforcement success case on Grand Island Shores Road and how well it was cleaned up.



Board member Asbate asked if the water meter is pulled for nonpayment is the new property owner penalized with Mr. Sheppard indicating they bought the property as is and would have to pay for installation of a new meter.

Board member Carder asked that they receive the Code Enforcement Board agendas or cases prior to the meeting with Chairman Paczkowski requesting that they receive the minutes ahead of time as well.

Mr. Martin explained they have recently hired a new administrative assistant and they will be working on bringing the minutes up to date.

Attorney Lewis Stone stated the Code Enforcement Board members should not be investigating cases ahead of the Board meetings.

Discussion was held regarding the minutes being completed in a more timely manner.

Board member Asbate asked about a discussion from the Commission retreat regarding an architecture review board with Mayor Holland indicating that is something the City Manager is working on and there will be future discussion on it.

Board member Shelley noted he is with the Lake County Fire Department and suggested they utilize the Fire Department to communicate with the Code Enforcement staff regarding issues they may observe regarding nuisance properties. He commented on safety issues they will observe while responding to calls. He noted a situation where they found a dilapidated deck in the backyard that was a safety issue. He added there are often issues that present a safety problem for the firefighters.

Chief Capri expressed support for including the Fire Department in the meetings.

Discussion was held regarding the need for communication between code enforcement, building department, fire and police.

Chairman Paczkowski thanked the other members of the CEB for their service to the City and commented on how serious they take their responsibilities.

Commissioner Hawkins expressed appreciation to the Code Board.

Commissioner Cobb noted that sometimes the Commission does not receive all of the background information regarding a code case that winds up before them.

Vice Mayor Lee commented that the workshop provided a valuable learning process.

Mayor Holland closed the code enforcement portion of the of meeting at 6:37 p.m.

## **2. WORKSHOP ITEM WITH DISCUSSION, PUBLIC INPUT AND DIRECTION: SIGNAGE**

Mayor Holland resumed the meeting at 6:48 p.m.

Mike Lane, Development Services Director, reviewed the sign ordinance and size requirements pursuant to the code. He presented to the Commissioners copies of the sign regulation pamphlet. He noted that most of the conditional use permits for signs deal with the size of the signs due to the limitations in the code.

Mayor Holland asked Commissioner Cobb to detail her concerns regarding the sign ordinance.

Mr. Carrino explained that he had asked Mike Lane to break the discussion into two parts: existing regulations and code issues. He noted the goal is to reduce the conditional use requests and then to discuss preferences.

Commissioner Cobb expressed support for leaving it up to the Development Services Director's discretion. She stated that the sizes in the code are too small.

Mr. Carrino responded that they would need to impose guidelines and limits for the Development Services Department. He indicated they would always need to bring some things to the Commission.

Mr. Lane cited an issue elsewhere with Academy Sports which resulted in a 420 sq.ft. primary sign. He noted they also wanted a number of smaller signs which would have totaled over 500 sq.ft. He indicated they had the frontage to do that.

Commissioner Cobb suggested the regulations provide "up to" sizes for guidelines.

Mr. Carrino cited the Big Lots sign which he believes is too small. He indicated that from 441 you cannot see the sign. However, they did not want to go before the Commission to request something larger. He recommended that staff bring back a recommendation and noted that it will require a code amendment.

Commissioner Hawkins asked about basing the size on the building frontage and the overall size of the business.

Mr. Lane reviewed various examples of signs. He commented on comparing what is acceptable versus what the code allows stating that it is also very subjective. He added that the Code refers to a monument sign with an enclosed base and cited the new 7-Eleven sign which is not a monument sign.

Discussion was held regarding issues with monument signs obstructing the view.

Mr. Martin indicated there is a provision in the code that addresses nonconforming signs and those damaged more than 50%.

Kevin Rossi, CEB attorney, cautioned the City needs to ensure they are not doing selective enforcement.

Mr. Lane noted the desire for the department to be consistent, fair and predictable.

Mr. Carrino stated staff would develop something and bring it back to the Commission for consideration.

Discussion was held regarding visual pollution, blade signs and "wiggly men".

Mr. Martin explained that the "wiggly men" are not permitted; however, the blade signs are.

Chief Capri commented on the possibility of allowing temporary signage when a business is newly opened.

Further discussion was held regarding time frames to allow for special grand opening signs.

Mr. Martin explained that temporary signs are allowed for one year. He reviewed various other sign regulations and cited the sidewalk permits required for certain signs. He commented on certain questions regarding the temporary signs and blade signs.

Mr. Carrino stated that they have handled the blade signs that, if there are multiple tenants, the signs can be closer than 50 feet if there are multiple businesses.

Mr. Martin then asked about offsite signage. He stated that the City has never allowed offsite signage; however, the code now says "unauthorized signs are prohibited on public property, private property without the owner's permission". He questioned whether or not that now allows offsite signs. He stated that appears to be conflicting.

Chief Capri recommended establishing time limits for certain signage. He stated the code needs to be amended and simplified so everyone is treated the same.

Mr. Martin presented some photos of blade signs noting they are right on top of one another. He noted that the current code does not require removal of an existing sign structure. He added that the code prohibits placing a sign on the fence but what if it is an owner identification sign and there is nowhere else to put it, what should they do.

Mr. Martin noted some signs on bollards. He stated there are owner identification signs, product signs and signs that are put up by the road to attract traffic to the property. He indicated that the code has a setback requirement and if a sign doesn't meet the setback then he has to make them move it which can be a waste of staff time. He cited other issues that present problems regarding whether or not they should be enforced.

Commissioner Hawkins expressed concern regarding enforcing certain regulations on private property.

Mr. Martin asked about public signs and cited the code pertaining to public signs. He cited the food pantry signs and indicated he would be reluctant to pull those signs unless directed by the City Manager or Commission.

Discussion was held regarding various signs that may be protected under freedom of speech and removal of various snipe signs.

Chief Capri commented that signs in the right of way should be removed and there should be a difference between business signs and private signs.

Further discussion was held regarding the need for conformity with Commissioner Hawkins noting there needs to be some diversity in signs.

Discussion was held regarding the Big Orange Tire sign and its historical value.

Discussion was held regarding non-conforming signs and the City not paying for improvements to non-conforming signs with the gateway grants with Mr. Carrino stating the City can pay to bring a non-forming sign up to code.

Mr. Martin noted that City code does not have performance standards.

Mr. Carrino suggested that Development Services work on producing a re-write of the sign code and they provide some options for Commission comment. He commented on Economic Development teaming up with Development Services and Code Enforcement.

Commissioner Cobb commented on previous visits to businesses to get to know the community. She cited the benefits to the program and the businesses.

Mayor Holland summarized stating that Al Latimer, Mike Lane and Tom Carrino would work together to bring back some suggestions for changes to the sign ordinance to a workshop with the policy to then go to the Commission. He cited the need for different corridors to require different signage.

Chairman Paczkowski asked that Code Enforcement hold off bringing any sign violations to the CEB while the changes are in progress.

Mr. Carrino responded they can hold off on sign enforcement but staff will need to keep code issues brought to the Commission on an as needed basis.

Commissioner Cobb expressed support for the City to go into the businesses with copies of the new sign ordinance.

Commissioner Hawkins asked about the mural on the Countryside Diner with Mr. Carrino indicating they got Commission approval.

Mr. Martin commented that the Daytona Beach ordinance calls them graphics but they stipulate they cannot include any commercial signage.

Mr. Carrino stated the current code reads that, if it is a sign or product in any way, then you have to consider the entire square footage. He indicated that staff would develop some options.

Board member Asbate suggested they consider the square footage of the building as well.

Board member Carder suggested the City also require approval of the graphics.

Board member Asbate indicated that the City of Cocoa Beach considers the building square footage, linear footage of roadway and number of occupants.

Mr. Martin noted the need to have sufficient signage for all of the tenants and cited current issues that exist.

Board member Asbate commented that on the UCF building he would like to see signage for UCF, Lake Sumter, and Lake Tech.

### **3. ADJOURNMENT: 7:40 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](http://www.eustis.org) and click on the video for the meeting in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

---

CHRISTINE HALLORAN  
City Clerk

---

MICHAEL L. HOLLAND  
Mayor/Commissioner



# MINUTES

## City Commission Workshop

4:30 PM – Thursday, February 16, 2023 – City Hall

**CALL TO ORDER: 4:30 P.M.**

### ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

**PRESENT:** Commissioner Willie Hawkins (joined meeting at 4:36 p.m.), Vice Mayor Emily Lee, Commissioner Gary Ashcraft, Commissioner Nan Cobb and Mayor Michael Holland

### 1. **WORKSHOP ITEM WITH DISCUSSION, PUBLIC INPUT AND DIRECTION: ORGANIZATIONAL GRANTS**

#### Presentations Order

Amazing Race for Charity

Bay Street Players

LifeStream (Open Door)

United Way of Lake & Sumter

Lake Cares Food Pantry, Inc.

Paws Therapy Dogs, Inc.

Trout Lake Nature Center

Worth It Outreach & Support

Mike Sheppard, Finance Director, introduced the representatives for the various grant applicants.

Robin Richter, Volunteer and Board Member for the Amazing Race for Charity, noted they have donated over \$232,000 to date to local charities.

Bernie Potter, Treasurer for the Board of the Bay Street Players (BSP), commented on the impact the Bay Street Players and the State Theater has had on the downtown. He noted it is in its 49th year and is operating in a 100-year-old theater. He stated that in 2022 they brought 14,000 people into Eustis with over 4,000 of them being new patrons. He added that they run on a very small staff which consists mostly of volunteers. He reported they have \$16,000 per month operating costs whether there is a show running or not. He expressed appreciation for the support they have received from the City.

Marie Alberti addressed the Commission regarding the BSP's Young People's Theatre (YPT). She stated that it is one of the longest running children's theater programs in the country. She stated they have a scholarship program for children who cannot afford the program. She reviewed the various programs for varying ages as well as their summer camps.

Christopher McCullom, owner of Chris's Place, commented on the fundamental value of Street Players. He stated that YPT helps develop kids and promote confidence. He cited a previous program where they used to bring theater to the local schools. He expressed support for their grant application.

Commissioner Hawkins entered the meeting at 4:36 p.m.

Commissioner Ashcraft asked about challenges with the maintenance of the building with Mr. Potter citing issues with the air conditioning and roofing.

Commissioner Hawkins complimented the theater on allowing outside groups to possibly use the theater.

Debbie Flaherty, Program Supervisor for Lifestream's Open Door facility, reviewed the various programs the facility offers for the homeless and cited some of their partnerships. She explained they have case managers on site to assist those with mental health issues. She cited the need for a homeless shelter in Lake County and expressed thanks for the City's support.

Commissioner Cobb asked about how many families are served through Open Door.

Ms. Flaherty responded that they try to help with temporary hotel housing and direct them to the Lake County Housing Authority for assistance.

Commissioner Hawkins asked about help for homeless women with Ms. Flaherty responding that Mid Florida may be helpful for them. She indicated that if there is domestic violence then The Haven may be helpful. She noted that their facility is only open during the day, Monday through Friday.

B.E. Thompson, Lifestream, noted that the police and fire departments have sometimes reached out to him at night for assistance and he has been able to get them into a hotel for the night.

Vice Mayor Lee asked if they are having people from other cities requesting assistance with Ms. Flaherty confirming that and noted there are people coming from other states that may stop for assistance but then move on.

Discussion was held regarding various places the homeless people tend to stay at night and those people that are able to move on to the next level.

Commissioner Hawkins expressed appreciation for Open Door and noted he would like to get additional information from them.

Ms. Flaherty invited the Commission to see the facility and find out what they do. She commented on their needs and those other organizations that provide them support.

Nishika Stafford, United Way of Lake and Sumter County Family Stability Director, addressed the Commission on behalf of the United Way. She introduced Veronica Whetro, Grant Specialist, and Helen Sneed, Interim CEO. She reviewed their various programs aimed at preventing homelessness and provided statistics regarding their assistance to the Eustis community. She commented on the instances that cause families to become homeless. She emphasized the need to continue helping families despite the loss of the Covid related funds. She thanked the Commission for consideration of their application and cited their staff's professional backgrounds.

Commissioner Hawkins asked how much they receive in grants per year with Ms. Whettr responding they probably received just over \$1 million during the last year.

Ms. Stafford confirmed they serve all of Lake and Sumter counties.

Commissioner Hawkins confirmed they also refer clients to Lake Community Action Agency with Ms. Stafford explaining they refer clients to each other.

Mr. Carrino asked for a recess to deal with technical difficulties at 4:57 p.m. The meeting resumed at 4:58 p.m.

Kelsey Gonzalez, Lake Cares Food Pantry, reported they provided 1.2 million pounds of food throughout Lake County in the previous year serving about 3200 households representing 9300 people. She explained they serve 150-200 cars per distribution. She indicated that approximately 60% of the residents from Eustis go to their Mount Dora location. She commented on other organizations they partner with and noted they went to Habitat for Humanity homes to fill their pantries. She thanked the City's Fire Department for their assistance with the third annual food drive.

Mayor Holland announced the City is asking people to bring non-perishable food to all of the Georgefest concerts to be passed on to Lake Cares.

Robin Richter, PAWS therapy dogs, explained their mission is to provide members and their dogs with the opportunities to help others by providing affection, comfort and support to people of all ages. She stated they also provide humane education teaching children and adults animal safety and responsible pet ownership as well as encourage pet adoptions from humane societies or rescue groups. She cited statistics of their group noting they are all volunteer. She reviewed some of their programming and stated their primary program they ask for help with is their Christmas program. She provided an overview of the Christmas program stating the last year they distributed 575 bags. She noted the various locations they visit and stated they do approximately 65 visits per month.

Joanne Rittenhouse reported on various locations they have visited and noted they are going to be going back into the high school. She commented on the benefit to the people in the assisted living facilities.

Eileen Tramontana, Trout Lake Nature Center, explained they are a 230 acre preserve which is primarily a wetlands. She noted that a portion of their land includes a conservation easement with the City of Eustis. She stated they are totally a donation and fee based non-profit. She reviewed the history of the Center and their mission. She indicated they have 2.5 staff members with all of the rest being volunteers. She noted the drop in volunteer hours due to Covid. She indicated they are open to the public six days a week and on Mondays they perform trail maintenance and other maintenance. She cited their statistics regarding attendance including school field trips. She commented on their on-site programs and noted that during the pandemic they brought all of their programs outdoors. She stated that resulted in an increase in their attendance at those programs from 19,000 to 25,000. She provided an overview of a number of their programs that help connect nature with health and promote early nature connections with children. She cited a number of organizations she participates in and a number of upcoming programs. She commented on how they participate in the City's events and how they contribute back to the community.

Ms. Tramontana asked about information she had received regarding a Nature and Conservation Day and asked that they be included with Mr. Carrino directing her to contact the Events and Tourism staff. She noted that part of their application includes some in-kind services they are requesting.

Mr. Carrino noted that the event Worth It is requesting for had already occurred.

Danielle Graham, Executive Director and Founder of Worth It, explained their organization is for suicide outreach and support. She provided copies of a pamphlet with various outreach resources. She provided an overview of suicide statistics. She indicated that in Eustis there is an average of four people each year who takes their own life. She commented on the reasons why people may feel hopeless stating there are always means of trying to prevent suicide. She explained their mission is to compile resources, ask a client what they are looking for and explain the different types of services they may utilize to get help. She provided an overview of their event, Play for a Day, the mental health resource fair. She commented on how other organizations may not know what all resources are available within the community.

Commissioner Hawkins asked how many people in Lake County and Eustis have they counseled.

Ms. Graham indicated she doesn't have a definite number but the last event had approximately 125 people register at the last event. She explained they follow-up with phone calls to see if further support is needed.

Mayor Holland explained that there is a recommended grant awards amount that a committee has put together. He asked if the Commission wants to place that on the next Commission meeting for consideration.

**CONSENSUS:** It was a consensus of the Commission for staff to place the grant awards on the next regular Commission meeting as recommended by the Committee.

## **2. ADJOURNMENT: 5:28 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](http://www.eustis.org) and click on the video for the meeting in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

---

CHRISTINE HALLORAN  
City Clerk

---

MICHAEL L. HOLLAND  
Mayor/Commissioner





# MINUTES

## City Commission Meeting

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

**INVOCATION: PASTOR RENEE HILL, WIN 1 MINISTRIES**

**PLEDGE OF ALLEGIANCE: COMMISSIONER HAWKINS**

**CALL TO ORDER: 6:20 P.M.**

### **ACKNOWLEDGE OF QUORUM AND PROPER NOTICE**

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

#### **1. AGENDA UPDATE: NONE**

#### **2. APPROVAL OF MINUTES**

##### **2.1 Approval of Minutes**

January 5, 2023 City Commission Meeting

January 19, 2023 City Commission Meeting

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

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

#### **3. PRESENTATIONS**

##### **3.1 Eustis Transmission Project: Nancy Dodd, Duke Energy**

Nancy Dodd and Chris Tietig from Duke Energy reviewed the Transmission Reliability Project to be completed within the City of Eustis. Ms. Dodd provided a summary of the project and explained it would run for approximately four miles from the Dona Vista substation to the substation off of Lemon. She indicated the project would include pole replacements and some construction in the downtown area. She explained it actually would be broken into two projects known as Eustis to Dona Vista and Eustis to Eustis South. She stated that the transmission line currently located in Ferran Park would be completely removed from the park; however, the distribution lines would still be there. She assured the Commission that the project would not be worked on during the 2024 Georgefest.

Ms. Dodd commented on the work being currently done and provided details pertaining to both portions of the project. She thanked Public Works for their assistance with the project. She discussed the timeline beginning in Summer of 2022 through Spring 2024. She noted that the project will impact Downtown Eustis and Ferran Park. She explained that the project will help to harden the infrastructure against storms. She explained how they will be distributing information regarding the project. She added that aesthetic work will also be done to make the project look better. She emphasized that the project will have an impact on Ferran Park.

The Commission asked about a possible conflict with the FDOT project in 2024 with Ms. indicating they have been in contact with them. She stated they would stay in contact with FDOT to try and coordinate their projects.

The Commission asked if the work in Ferran Park will be scheduled during their "low season" with Ms. Dodd indicating they would try to avoid the major events in Ferran Park.

Vice Mayor Lee asked about Duke Energy's tree trimming process with Ms. Dobb explaining that they are reviewed in a cycle and are examined by an arborist. She added that if there are a number of outages and issues on a line then a tree may be cut back more significantly.

#### 4. APPOINTMENTS

##### 4.1 Re-Appointment to Code Enforcement Board – Stephanie L. Carder

A motion was made to reappoint Stephanie Carder to the Code Enforcement Board. Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins. Motion passed by the following vote:

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

#### 5. AUDIENCE TO BE HEARD

Martin Gill commented on the situation where the home next to his caught fire and the City granted them permission to live in the camper on the property. He complained about the noise and other issues with the situation and stated they are working late in the evening. He asked that they reconsider the decision. He indicated he has contacted an attorney regarding the situation.

Mayor Holland asked Mr. Carrino to reach out to Mr. Gill to discuss the issue and report back to the Commission.

Brian Broomfield commented on DEI (Diversity, Equity and Inclusion) defined as a conceptual framework that "promotes the fair treatment and full participation of all people especially in the workplace including populations who have been historically under-represented or subject to discrimination due to their background, identity, disability, etc." He explained the differences between diversity, equity and inclusion. He stated he is a proud Eustis resident and of being represented by the City's Commission and cited its diversity. He complimented the City and Commission on the diversity and thanked them.

Pastor Richard King spoke about the open-mindedness of Chief of Police Craig Capri and his efforts to engage the community and make Eustis safe. He announced they are jointly partnering to present a community safety and engagement forum on April 15 at the Eustis Women's Club, 9 am - noon. He explained the purpose of the program to develop a plan to deal with crime, even before it happens, within the City. He stated that Dr. Randall Nelson would be the facilitator.

Donna Manning, resident of Sharps Park, expressed concern regarding their monthly utility rate increases. She stated that the rate has been increased each month since December. She indicated that each tenant is now paying \$85 per month for water. She stated they are charging a water utility usage fee and a sewer utility usage fee. She cited the increases over the past several months.

## 6. CONSENT AGENDA

### 6.1 Resolution Number 23-19: Forfeited Funds Expenditure

A motion was made to approve the Consent Agenda as submitted. Motion made by Commissioner Cobb, Seconded by Commissioner Hawkins. Motion passed by the following vote:

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

## 7. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

### 7.1 FIRST READING

#### Ordinance Number 23-04: Amending Fire Pension

Sasha Garcia, City Attorney, read Ordinance Number 23-04 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending Chapter 70, Pensions and Retirement, Article III, Municipal Firefighters' Pension and Retirement System, Sections 70-62(b), 70-67(a) and 70-70-71(b)(1), of the Code of Ordinances of the City of Eustis; providing for codification; providing for severability of provisions; repealing all ordinances in conflict herewith and providing an effective date.

Mike Sheppard, Finance Director, explained the changes to the code under the ordinance. He stated the actuary will be preparing the impact statement based on the ordinance and that will be sent to the State for review. Once it comes back from the State, it will be brought back on second reading.

Attorney Garcia opened the public hearing at 6:48 p.m. There being no public comment, the hearing was closed at 6:48 p.m.

A motion was made to approve Ordinance 23-04 on first reading. Motion made by Commissioner Cobb, Seconded by Commissioner Ashcraft. Motion passed on the following vote:

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

## 8. OTHER BUSINESS

### 8.1 Discussion: Revised Florida Department of Transportation Local Funding Agreement for S.R.-19

Rick Gierok, Public Works Director, reviewed the project and noted the workshop on the project held in December 2022. He stated that DOT is done with the plans and they are beginning to draft the local funding agreement. He explained one of their questions dealt with the use of stamped asphalt. He explained that DOT does not use brick pavers or stamped asphalt for their work; therefore, they would be looking to the City of Eustis to pick up the cost of two items.

Mr. Gierok indicated that the first item deals with the existing bricks on Magnolia. He explained that part of that will have to be brought up due to the intersections being raised at Magnolia and both Grove and Bay Street. He indicated that the grade has to be brought back a little bit. DOT has proposed to just use asphalt. They have provided a price to remove the bricks and then replace them after the grading of \$21,000 for both intersections. He indicated that is a competitive price.

Mr. Gierok then stated the second item is to do the stamped asphalt on the crosswalks. He explained that when they did the stormwater project, they redid some of the asphalt with stamped asphalt crosswalks and indicated they only lasted about five years and then faded out. He stated that, if the City wants to use the stamped asphalt, they would have to pay the cost. He indicated that they would probably have to redo them every five to seven years. He stated it would involve the northbound crosswalks at Orange, Magnolia, McDonald, Clifford and Gottsche and southbound would be Orange, Magnolia, McDonald and Clifford. He added the price to do that would be \$222,495, and indicated that, if they decide to do that, he would have to include in the capital budget a five-year line item to do it again.

Mr. Gierok then stated, that to cover the cost, he has a line item in 2024-25 to do the smart signals for Orange Avenue. However, those signals are going to be updated in the DOT scope of work at no cost to the City. The funds are in the same budget year and could be utilized to do the initial stamped asphalt with additional funding left over as well as the brick. He estimated a total cost of \$243,000 and there is \$400,000 budgeted for the smart signals. He explained the only alternative would be regular asphalt as DOT does not allow brick in their crosswalks.

The Commission asked if heavy traffic and equipment would shorten the life of the stamped asphalt with Mr. Gierok indicating heavy traffic definitely wears on asphalt. He added that he did not think there would be a significant increase in trips to create more wear.

The Commission discussed whether or not to include the stamped asphalt in the agreement due to the short timeframe it would be viable. Mr. Gierok explained that as it aged the pigment would fade but the asphalt would remain intact. Discussion was held regarding carrying forward the remaining funding for replacement when needed with Mr. Gierok explaining that they would go out for an RFQ when it needs replacement.

**CONSENSUS:** It was a consensus of the Commission to include the stamped asphalt in the agreement with FDOT.

## 8.2 Discussion of Chamber of Commerce Lease

Mr. Carrino reviewed the various maintenance issues with 1 W. Orange Avenue. He indicated that the floor is failing and cited issues with dampness from the lake. He noted that there are areas of the building that have limited use. He explained that the Chamber has requested that the City reduce the rent from \$800 to \$400 per month due to the issue. He stated that the City is having a structural engineer evaluate the building. He indicated that the City previously received a cost estimate of \$180,000 to improve the building; however, at that time staff determined that was cost prohibitive. He stated the question is whether they are willing to consider a reduction in the rent while the City is hiring the structural engineer and developing options for remediating the problems. He cited information included in the packet and reviewed statistics of the building and lease agreement. He added that, if they are willing to reduce the rent, staff will bring back a resolution amending the lease agreement.

The Commission asked if there was a previous reduction in the rent with Mr. Carrino indicating that the initial rent amount was below market value. He stated that the current rent is approximately 33 cents per sq. ft. or just under \$2 per sq ft. annually which is significantly below market for lakefront space.

Mayor Holland confirmed that Commissioner Cobb would have to recuse herself due to her husband serving as president of the Chamber of Commerce.

Commissioner Cobb commented that to her the decision is about the building itself and whether to keep it. She indicated that the building otherwise needs to be maintained. She

emphasized that the City needs to decide how much money they are willing to put into the building. She cited the possibility of the City helping them to relocate. She suggested they could share space with the Historical Society who does not pay any rent.

The Commission discussed the need to make a decision regarding the building itself, whether or not the rent could be reduced and whether or not the Historic Museum would be a good interim location for the Chamber.

Discussion was also held regarding whether there is another location the Chamber could rent, not necessarily from the City, that would keep them downtown.

Mr. Carrino asked Rick Gierok to comment on how long it would take to get a structural engineer and have the building evaluated.

Mr. Gierok reported that in 2012 when LEMA contracted for use of the building it was determined that the building had sunk seven inches over the length of the building. He explained that, at that time, the oak floors were installed and other steps were taken to reduce the water infiltration issues. He stated additional flooring was installed in 2018/2019. He indicated that there is a maximum of two feet between the water level and the finished floor. He explained that the concrete acts like a wick and brings up the moisture. He then explained staff obtained an estimate from Evergreen for approximately \$183,000 to install a floating floor and waterproof everything. He indicated it was brought to the Commission for discussion only and it was determined to just patch the flooring with the assistance of the Chamber. He questioned whether or not the building is worth \$183,000.

Mr. Gierok stated he is now reaching out to Universal Engineering with the idea of installing pizometers around the building to determine where the water is coming from. He stated that if the problem is the lake level then there is nothing the City can do to resolve the issue. He suggested they may be able to provide a short term fix for less money. He indicated that it will take a few months to get it done and obtain a report. He noted that the \$183,000 estimate is five years old and prices have gone up since then.

Commissioner Ashcraft asked about the original lease and whether or not the rent was set low due to the condition of the building.

Mr. Carrino responded that the City looked at the Chamber as a partner in economic development and they felt it was a good idea to have them in the downtown.

The Commission questioned why they now believe \$400 is a reasonable rent.

Tammi Roundtree, Executive Director, explained they felt that if they have to relocate they need to save as much money as possible for that purpose. She stated that Alpha Foundations did examine the building but did not provide a full report. They indicated the building is not sinking into the lake as there are no cracks in the stucco. She commented that, when they moved in, they saw the underflooring is all patchwork and is sitting up on girders and it is now falling between the girders. She expressed support for them staying in the downtown area. She admitted they have been looking at other locations but there is little available. She confirmed they are using the front portion of the building for storage with the offices toward the lake.

The Commission commented on additional issues with the water level and questioned how much the study will cost.

Mr. Gierok estimated the study would cost approximately \$7,000 to \$8,000.

Stephanie Carder, Chamber Board member, questioned if there was an irrigation leak under the building with Ms. Roundtree explaining what occurred. She noted that where it is wet is the front of the building.

Further discussion was held regarding the flooring and water issues.

The Commission discussed whether it was doable to relocate the Chamber to the museum. It was questioned as to whether or not the City owns the museum contents and how long it would take to do.

Mr. Carrino and Mr. Gierok reported a contractor was currently working on the roof due to hurricane damage. It was noted that the roof is scheduled for replacement in two years.

The Commission questioned what it would cost to repair the Chamber building with Mr. Gierok estimating at least \$280,000.

The Commission further discussed whether or not to reduce the rent as requested.

It was suggested they consider reducing the rent to \$550 for the next year. It was also suggested the City could move forward with building a new public safety building with available federal grant money and the Chamber could then be relocated to the old police department.

CONSENSUS: It was a consensus of the Commission to bring back a resolution reducing the rent to \$550 per month. It was also a consensus to not proceed with a study on the 1 W. Orange Avenue building.

CONSENSUS: It was a consensus of the Commission for the Mayor and City Manager to meet with the Historical Museum to discuss sharing that building with the Chamber temporarily.

Mr. Carrino confirmed that staff would begin moving forward with grant applications and plans for construction of a public safety facility.

**9. FUTURE AGENDA ITEMS AND COMMISSION COMMENTS**

Commissioner Cobb thanked everyone who assisted with the clean-up. She expressed concern regarding civic apathy and lack of civic pride. She expressed anticipation in participating in the African American Festival banquet and parade. She also commented on the upcoming Georgefest activities.

Commissioner Ashcraft expressed excitement about the upcoming activities and noted that he heard Georgefest advertised on the radio.

Commissioner Hawkins commented on the cleanup and asked if additional "no littering" signs could be installed. He thanked Rick Gierok and his team for all of their work. He then commented on the funeral for homeless resident Clyde and cited the number of firemen in attendance. He noted that County Commissioner Campione also assisted with the cleanup. He thanked everyone that will be attending the African American Heritage Festival banquet and parade.

Vice Mayor Lee asked if they could help improve community pride by putting up signs encouraging people to not litter. She emphasized the amount of trash picked up during the clean up. She then commented on the number of cars being parked on Kurt Street and questioned what can be done.

Mr. Carrino indicated the business is in Lake County but the right-of-way is City. He commented on police efforts to resolve the issue.

## 10. COMMENTS

### 10.1 City Manager

Mr. Carrino related an anecdote with a small boy questioning why the Commissioners and City staff were doing the clean up. He indicated they have to work to change the mindset of the community.

Commissioner Hawkins gave kudos to Police Chief Craig Capri regarding the officers being located at the schools. He stated that school administrators have indicated that the City's officers have more connection to the students than the Sheriff's officers that have been at the schools.

Mr. Carrino noted he sent the Commission and leadership team a summary from the retreat with actionable items. He thanked the Commission for their support and kind words at the retreat. He announced that the City will have a booth at the African American Heritage Festival and that HR would be there with information regarding job openings as well as at Georgefest.

Mr. Carrino thanked staff, the Commission and everyone else for their participation and work on the Georgefest events. He announced he would be on vacation in mid-March for spring break and requested that Bill Howe act as Acting City Manager during his absence.

CONSENSUS: It was a consensus of the Commission for Bill Howe to serve as Acting City Manager.

### 10.2 City Attorney

Attorney Garcia had no comments.

Commissioner Cobb asked about the status of letters the Commission had requested regarding individuals being very accusatorial about the Commission supposedly accepting money from developers.

Attorney Garcia indicated it was one letter and she would confirm it had been done and, if not, make sure it would be sent out as soon as possible.

### 10.3 Mayor

Mayor Holland encouraged everyone to come out for the African American Heritage Festival and cited the Georgefest activities. He encouraged that everyone attending bring a non-perishable food item for distribution to Lake Cares food pantry.

## 11. ADJOURNMENT: 7:54 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](http://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: April 6, 2023

RE: America In Bloom Presentation

---

**Introduction:**

Sally Mayer will do a brief presentation regarding the America In Bloom project.

**Background:**

The City of Eustis has recently become a member of the America In Bloom Organization. Sally will present a slide show of the 2023 Community Profile.

**Prepared By:**

Sally Ann Mayer





# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: April 6, 2023

RE: Resolution Number 23-30: Acceptance of the Final Subdivision Plat for Grafton Ridge and acceptance of Performance and Maintenance Bonds

---

## **Introduction:**

Resolution Number 23-30 approves and accepts the Final Subdivision Plat for Grafton Ridge (fka Royal Brothers Subdivision), a 77-lot residential subdivision on the East side of David Walker Road, North of Mt Homer Road.

## **Background:**

The subject properties total 14.8 acres in total, and are located in the Mixed Commercial Residential Future land Use district with a Suburban Neighborhood Design District designation.

The preliminary Subdivision Plat was approved by City Commission under Resolution Number 21-64, on September 9, 2021, and

A modification to the Preliminary Subdivision Plat was approved by City Commission under Resolution Number 22-26, on April 22, 2022, and

The DRC reviewed and approved the Final Engineering and Construction Plans on November 9, 2021, and

The DRC reviewed and approved the modification to Final Engineering and Construction Plans on August 16, 2021, and

The Final Plat for the Grafton Ridge Subdivision was submitted for review to the DRC on October 17, 2022, and approved by DRC on February 24, 2023, and

The Final Plat was deemed complete and in compliance with Chapter 177 of the Florida Statutes in early March of 2023.

The submitted Bonds (Performance Bond and Maintenance Bond) have been received and reviewed by the Director of Public Works and found to be acceptable.

## **Recommended Action:**

Recommend approval Resolution Number 23-30 to accept of the Grafton Ridge Subdivision Final Plat and the accompanying sureties, in the form of Performance and Maintenance Bonds, for the infrastructure.

**Policy Implications:**

None

**Alternatives:**

Approved Resolution Number 23-30

Deny Resolution Number 23-30

**Budget/Staff Impact:**

None

**Prepared By:**

Jeff Richardson, AICP, Deputy Director, Development Services

**Reviewed By:**

Mike Lane, AICP, Director, Development Services

**RESOLUTION NUMBER 23-30**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A FINAL SUBDIVISION PLAT FOR THE GRAFTON RIDGE SUBDIVISION, A 77-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION, ON APPROXIMATELY 14.80 ACRES LOCATED ON THE EAST SIDE OF DAVID WALKER ROAD, NORTH OF MT HOMER ROAD AND ACCEPTANCE OF PERFORMANCE AND MAINTENANCE BONDS IN ACCORDANCE.**

**WHEREAS**, AMH Development, LLC, the legal owner of record, has made an application for a Final Subdivision Plat approval for a 77 lot, residential subdivision on approximately 14.80 acres of real property located on the east side of David Walker Road, North of Mt Homer Road, more particularly described as:

**DESCRIPTION:**

A PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST; THENCE RUN ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15 N 00 DEGREES 42 MINUTES 3 SECONDS W FOR A DISTANCE OF 1321.06 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE RUN N S 9 DEGREES 58 MINUTES 17 SECONDS W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 660.83 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 AND TO THE POINT OF BEGINNING; THENCE RUN S 00 DEGREES 33 MINUTES 35 SECONDS E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 AND THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 833.82 FEET TO THE SOUTH LINE OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF SAID NORTH 173 FEET RUN N 39 DEGREES 59MINUTES 50SECONDS W FOR A DISTANCE OF 66.00 FEET TO THE WEST LINE OF THE EAST 66 FEET OF SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG SAID WEST LINE RUN N 00 DEGREES 33 MINUTES 35 SECONDS W FOR A DISTANCE OF 173.01 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE RUN N 89 DEGREES 59 MINUTES 50 SECONDS W ALONG SAID SOUTH LINE FOR A DISTANCE OF 596.56 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE RUN N 00-24'32" W ALONG SAID WEST LINE FOR A DISTANCE OF 219.96 FEET TO THE SOUTH LINE OF THE NORTH 441.12 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE RUN N 89 DEGREES 53 MINUTES 17 SECONDS W ALONG SAID SOUTH LINE FOR A

DISTANCE OF 631.37 FEET TO THE EASTERLY R/W LINE OF DAVID WALKER DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 6041, PAGE 1976, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N 40-05'35" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 576.39 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE RUN S 89 DEGREES 58 MINUTES 17 SECONDS E ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 917.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 644686.05 SQUARE FEET OR 14.80 ACRES MORE OR LESS.

**WHEREAS**, the property described above has a Land Use Designation of Mixed Commercial Residential (MCR), and a Design District Designation of Suburban Neighborhood (SN); and

**WHEREAS**, residential uses are permitted uses in the Mixed Commercial Residential (MCR) land use designation; and

**WHEREAS**, the Eustis City Commission approved the Preliminary Subdivision Plat on September 9, 2021 via Resolution Number 21-64; and

**WHEREAS**, the subject plat has been reviewed and found to be in compliance with Chapter 177 of the Florida State Statutes; and

**WHEREAS**, the proposed plat as submitted is consistent with the City's Comprehensive Plan, Land Development Regulations, and Resolution Number 21-64; and

**WHEREAS**, the applicant has submitted Covenants, Conditions, and Restrictions consistent with City requirements.

**WHEREAS**, the City Commission finds that approval of the requested final plat does not violate the general intent and purpose of the Land Development Regulations and is in the best interest of the public health, safety, and welfare; and

**WHEREAS**, the developer's engineer is required to certify that all the facilities have been constructed in accordance with the approved construction plans and specifications; and

**WHEREAS**, clearances from applicable State agencies and test reports related to road and water systems construction, the City will conduct applicable inspections, and make recommendation for final acceptance of the subdivision infrastructure, when complete; and

**WHEREAS**, some other subdivision improvements are yet to be complete as required by the approved subdivision plan pursuant to Resolution Number 21-64; and

**WHEREAS**, AMH Development, LLC, has submitted an engineer's certification of construction costs for the improvements to be accepted by the City, and provided maintenance security in accordance with Section 102-26(c)(5) of the Land Development

Regulations; and

**WHEREAS**, to ensure compliance with the approved subdivision plan, the developer has posted performance bonds for uncompleted infrastructure, and

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

**SECTION 1.**

That the final plat for the Grafton Ridge Subdivision is hereby approved and shall be recorded in the public records of Lake County, Florida.

**SECTION 2.**

That the City Manager is hereby authorized to release the provided security as follows:

- a. Upon completion of infrastructure according to the Preliminary Subdivision Plan, Resolution Number 21-64, and attendant Final Engineering and Construction Plans, and the Public Works Director verifying that no deficiencies exist, the City Manager is authorized to release the performance bond for completion of those improvements.
- b. Before the release of the Performance Bond, the two (2) year Maintenance Bond must be provided and accepted by the City of Eustis.
- c. At the end of the two (2) year maintenance period, before the release of the Maintenance Bond, the Public Works Director shall verify that no deficiencies exist, the City Manager is then authorized to release the Maintenance Bond.

**SECTION 3.**

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

**SECTION 4.**

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

**SECTION 5.**

That this Resolution shall become effective upon filing.

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 6th day of April, 2023.



# GRAFTON RIDGE

## LYING IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST, CITY OF EUSTIS, LAKE COUNTY, FLORIDA

PLAT BOOK PAGE

### GRAFTON RIDGE DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes herein expressed including as set forth in the plat notes and hereby dedicates the streets, drainage easements, utility easements and access to the City of Eustis and the perpetual use of the public for proper purpose.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be fixed hereto on.....

By.....  
AMH Development, LLC.

Attest:  
.....

Signed and sealed in the presence of:  
Print ..... Print .....  
Sign ..... Sign .....

STATE OF FLORIDA COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ..... day of ..... 2023 by ..... as ..... for ..... who is [ ] personally known to me or has [ ] produced ..... as identification.

Notary Signature: .....  
Printed Notary Name: .....  
Commission #: .....  
Expiration Date: .....  
  
Notary Seal: .....

#### CERTIFICATE OF REVIEWING SURVEYOR

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to chapter 177, Part 1, Florida Statutes, and find said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

..... Date  
Jennings E. Griffin, PLS  
Florida Licensed Surveyor and Mapper #4486  
HALFF, Inc.  
902 N. Sinclair Avenue  
Tavares, Florida 32778  
Certificate of Authorization #8348

#### CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat has been reviewed in accordance with Chapter 177 including Section 177.081(1) Florida Statutes and approved by the City Council of Eustis for record on the ..... day of ..... 2023.

Attest: City of Eustis  
.....  
City Clerk Mayor  
.....  
Print Name Print Name

#### QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER

Know all men by these presents, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on April 15, 2021, he completed the survey of the said lands shown herein. The foregoing plat was prepared under his direction and supervision, and that this plat complies with all survey requirements of Chapter 177, Part 1, Platting, Florida Statutes, That the permanent reference monuments have been placed and that permanent control points have been or will be placed as required by all state and local regulations and that said land located in City of Eustis Lake County, Florida.

Signed: ..... Date  
Printed name: Ralph A. Nieto  
PSM #6025  
Nieto Whittaker Surveying, LLC.  
1728 N Ronald Reagan Blvd, Longwood, FL 32750  
Licensed Business #7744

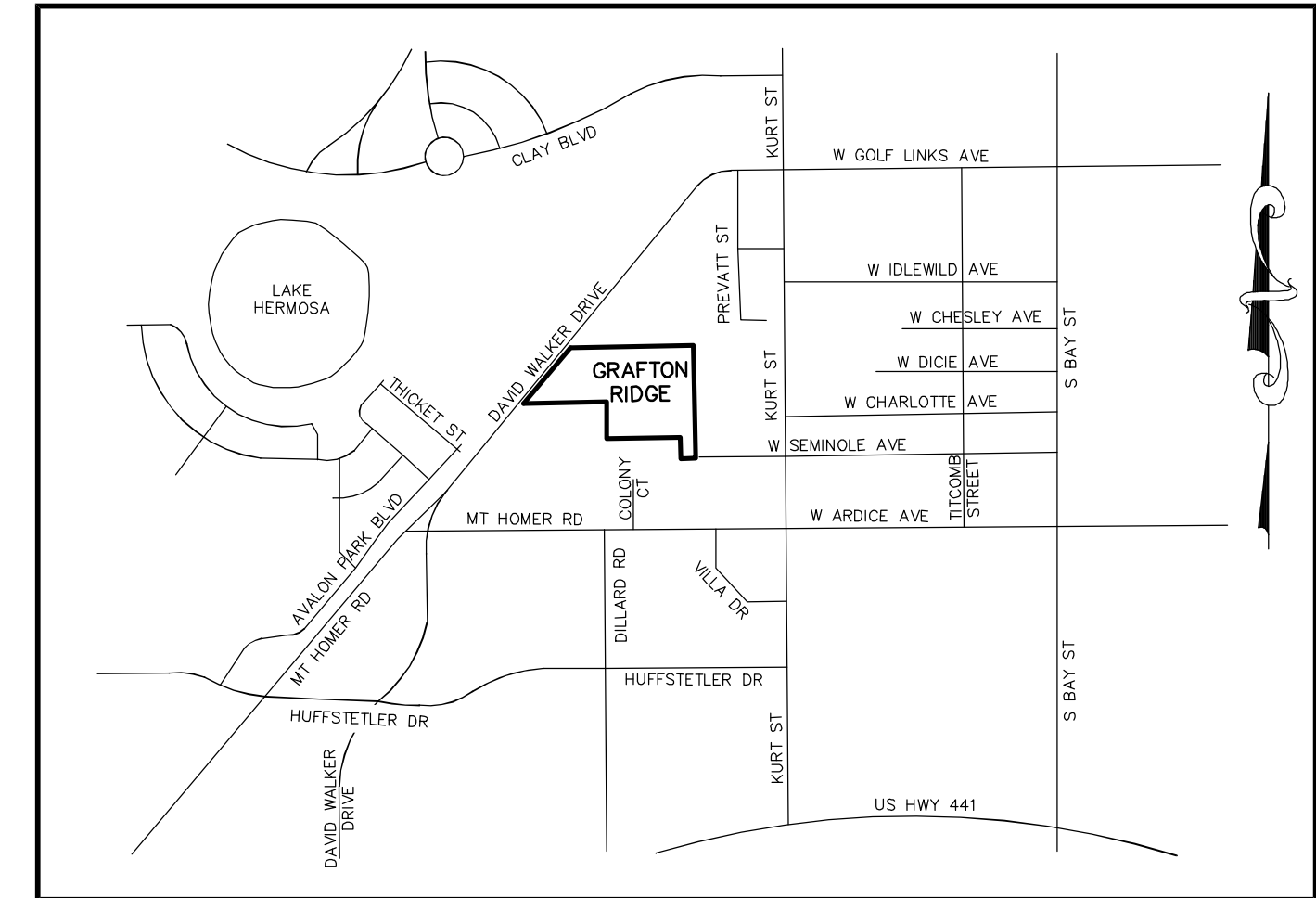
**DESCRIPTION:**

A PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST; THENCE RUN ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15 N 00°42'38" W FOR A DISTANCE OF 1321.06 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE RUN N 89°58'17" W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 660.83 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 AND TO THE POINT OF BEGINNING; THENCE RUN S 00°33'35" E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 AND THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 833.82 FEET TO THE SOUTH LINE OF THE NORTH 1/3 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF SAID NORTH 1/3 FEET RUN N 89°59'50" W FOR A DISTANCE OF 66.00 FEET TO THE WEST LINE OF THE EAST 66 FEET OF SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG SAID WEST LINE RUN N 00°33'35" W FOR A DISTANCE OF 173.01 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE RUN N 89°59'50" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 596.56 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE RUN N 00°24'32" W ALONG SAID WEST LINE FOR A DISTANCE OF 219.96 FEET TO THE SOUTH LINE OF THE NORTH 441.12 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE RUN N 89°58'17" W ALONG SAID SOUTH LINE FOR A DISTANCE OF 631.37 FEET TO THE EASTERLY R/W LINE OF DAVID WALKER DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 6041, PAGE 1976, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N 40°05'35" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 576.39 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE RUN S 89°58'17" E ALONG SAID NORTH LINE AND THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 917.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 644686.05 SQUARE FEET OR 14.80 ACRES MORE OR LESS.

LOCATION MAP - NOT TO SCALE



**GENERAL NOTES**

- BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SE 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 E AS BEING N 00°42'38" W (AN ASSUMED DATUM PER GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 83, AS DERIVED FROM A PRIVATE NETWORK SOLUTION).
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES; THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. -FS177.091(28)
- THE PROPERTY AS DEPICTED HEREON IS HEREBY SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GRAFTON RIDGE AS RECORDED IN LAKE COUNTY, FLORIDA.
- TRACT A, OPEN SPACE, LANDSCAPE & DRAINAGE IS TO BE OWNED AND MAINTAINED BY THE GRAFTON RIDGE HOMEOWNERS ASSOCIATION, INC.
- TRACTS B & C ARE OPEN SPACES TO BE OWNED AND MAINTAINED BY THE GRAFTON RIDGE HOMEOWNERS ASSOCIATION, INC.
- TRACTS D & H ARE OPEN SPACES AND DRAINAGE AREAS TO BE OWNED AND MAINTAINED BY THE GRAFTON RIDGE HOMEOWNERS ASSOCIATION, INC.
- TRACT E AMENITY TRACT IS TO BE OWNED AND MAINTAINED BY AMH DEVELOPMENT, LLC., THEIR SUCCESSORS AND/OR ASSIGNS.
- TRACT F LIFT STATION IS TO BE OWNED AND MAINTAINED BY THE CITY OF EUSTIS.
- TRACT G ACCESS TRACT IS TO BE OWNED AND MAINTAINED BY THE GRAFTON RIDGE HOMEOWNERS ASSOCIATION, INC.
- AN ACCESS AND UTILITY EASEMENT IS HEREBY GRANTED OVER TRACT G FOR LIFT STATION (TRACT F) FOR ACCESS AND MAINTENANCE.
- TRACT J DRY RETENTION AREA IS TO BE OWNED AND MAINTAINED BY THE GRAFTON RIDGE HOMEOWNERS ASSOCIATION, INC.
- ALL THE LOT CORNERS TO BE SET WITH 4"x4" CONCRETE MONUMENTS STAMPED LB 7744.

**ABBREVIATIONS**

(C) = CALCULATED  
 CM = CONCRETE MONUMENT  
 CL = CENTERLINE  
 IR = IRON ROD  
 IP = IRON PIPE  
 LB = LICENSED BUSINESS  
 NO ID = NO IDENTIFICATION  
 ORB = OFFICIAL RECORD BOOK  
 PS = PLAT BOOK  
 PC = POINT OF CURVATURE  
 PI = POINT OF INTERSECTION  
 PG = PAGE  
 PRC = POINT OF REVERSE CURVATURE  
 PT = POINT OF TANGENCY  
 RP = RADIUS POINT  
 R/W = RIGHT-OF-WAY  
 (R) = RADIAL  
 FD = FOUND  
 UE = UTILITY EASEMENTS  
 AUE = ACCESS & UTILITY EASEMENTS  
 CCR = CERTIFIED CORNER RECORDS  
 PRM = PERMANENT REFERENCE MONUMENT  
 PCP = PERMANENT CONTROL POINT

**SYMBOLS**

SYMBOLS SHOWN ARE NOT TO SCALE

- FOUND IRON ROD AND CAP (NUMBER AS INDICATED)
- SET 4"x4" CONCRETE MONUMENT (LB#7744)
- SET NAIL AND DISK STAMPED "LB 7744"

CHANGE IN DIRECTION OR LOT CORNER INDICATED BY "TICK" MARK

SECTION 15 T19S SECTION 15, R26E = TOWNSHIP 19 SOUTH RANGE 26 EAST

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Nieto-Whittaker Surveying LLC

1728 N. Ronald Reagan Blvd., Longwood, FL 32750  
 PH: (407) 636-8460 FAX: (407) 636-8461  
 LB No. 7744

# GRAFTON RIDGE

LYING IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST,  
CITY OF EUSTIS, LAKE COUNTY, FLORIDA



LINE	BEARING	DISTANCE
L1(R)	N 31°41'03" E	21.86'
L2(R)	S 16°32'49" W	5.38'
L3(R)	S 76°34'19" W	1.30'
L4(R)	N 42°04'17" E	22.68'
L5(R)	N 38°39'21" E	9.85'
L6(R)	S 00°01'25" W	29.00'
L7	S 89°58'35" E	15.00'
L8	S 89°58'35" E	14.45'
L9	N 89°58'35" W	6.45'
L10	S 89°58'35" E	11.00'
L11	S 84°34'59" W	42.19'
L12	N 04°33'02" W	50.16'
L13	S 49°42'10" E	16.98'
L14	N 49°42'10" W	16.80'
L15	S 49°42'10" E	16.91'
L16	S 39°37'42" E	10.94'
L17	N 89°26'25" E	12.90'

**ABBREVIATIONS**

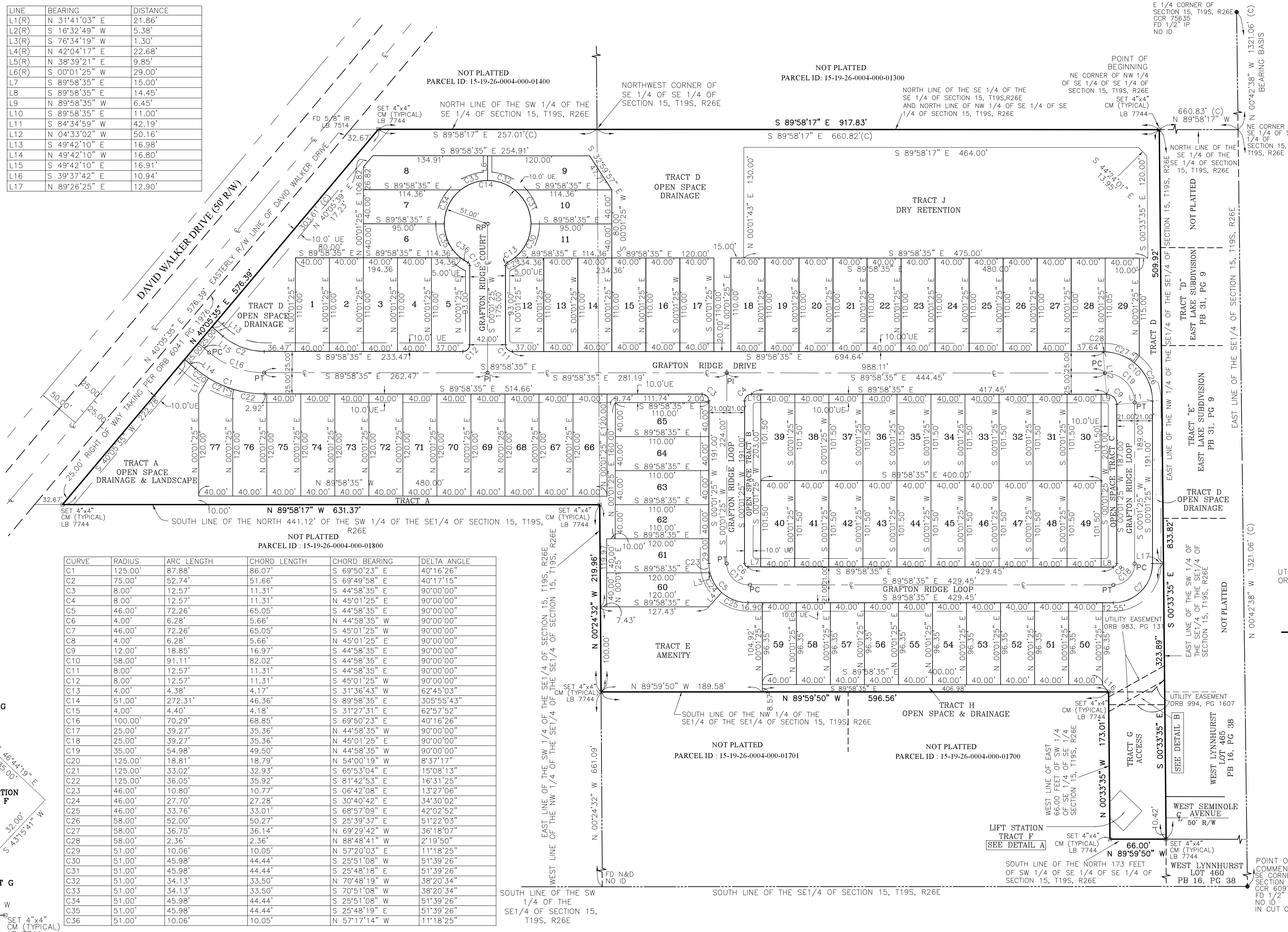
- (O) = CALCULATED
- CM = CONCRETE MONUMENT
- C = CENTERLINE
- IR = IRON ROD
- IP = IRON PIPE
- LB = LICENSED BUSINESS
- NO ID = NO IDENTIFICATION
- ORB = OFFICIAL RECORD BOOK
- PB = PLAT BOOK
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- PG = PAGE
- PRC = POINT OF REVERSE CURVATURE
- PT = POINT OF TANGENCY
- RP = RADIUS POINT
- R/W = RIGHT-OF-WAY
- (R) = RADIAL
- FD = FOUND
- UE = UTILITY EASEMENTS
- AUE = ACCESS & UTILITY EASEMENTS
- CCR = CERTIFIED CORNER RECORDS
- PRM = PERMANENT REFERENCE MONUMENT
- PCP = PERMANENT CONTROL POINT

**SYMBOLS**

SYMBOLS SHOWN ARE NOT TO SCALE

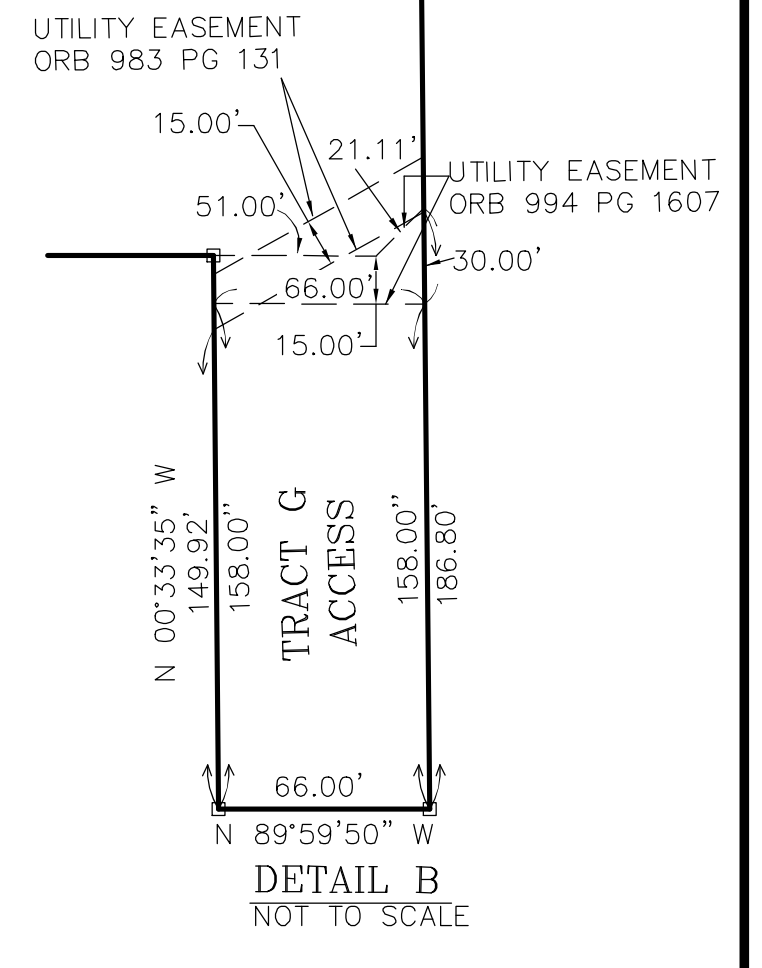
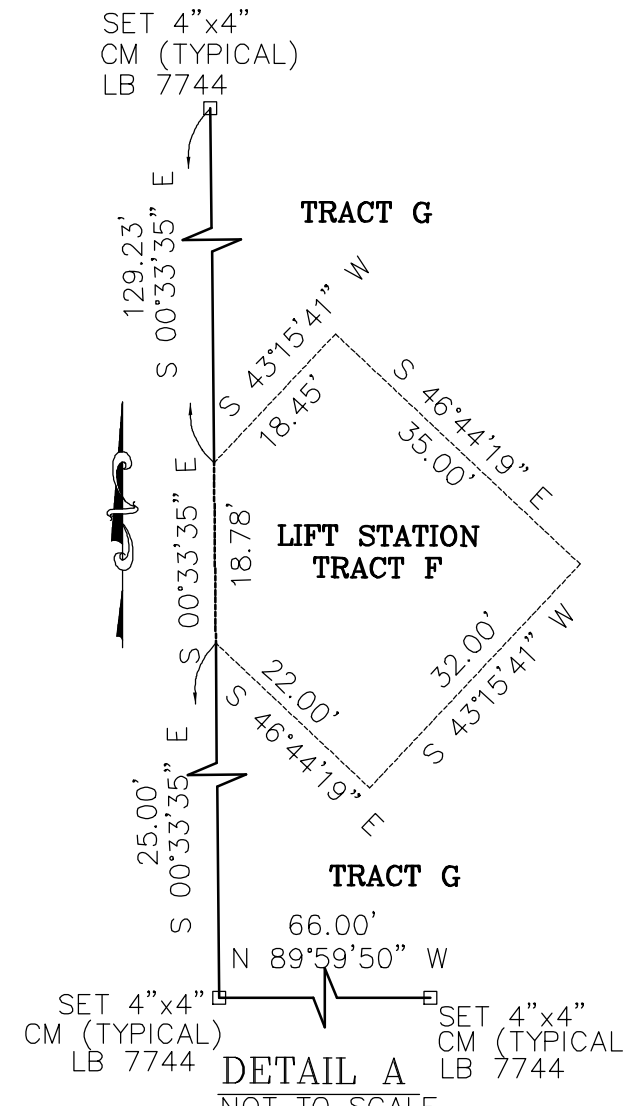
- FOUND IRON ROD AND CAP (NUMBER AS INDICATED)
- SET 4"x4" CONCRETE MONUMENT (LB#7744)
- SET NAIL AND DISK STAMPED "LB 7744"
- CHANGE IN DIRECTION OR LOT CORNER INDICATED BY "TICK" MARK

SECTION 15 T19S = SECTION 15, TOWNSHIP 19 SOUTH  
R26E = RANGE 26 EAST



NOT PLATTED  
PARCEL ID: 15-19-26-0004-000-01800

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	125.00'	87.88'	86.07'	S 69°50'23" E	40°16'26"
C2	75.00'	52.74'	51.66'	S 69°49'58" E	40°17'15"
C3	8.00'	12.57'	11.31'	S 44°58'35" E	90°00'00"
C4	8.00'	12.57'	11.31'	N 45°01'25" E	90°00'00"
C5	46.00'	72.26'	65.05'	S 44°58'35" E	90°00'00"
C6	4.00'	6.28'	5.66'	N 44°58'35" W	90°00'00"
C7	46.00'	72.26'	65.05'	S 45°01'25" W	90°00'00"
C8	4.00'	6.28'	5.66'	N 45°01'25" E	90°00'00"
C9	12.00'	18.85'	16.97'	S 44°58'35" E	90°00'00"
C10	58.00'	91.11'	82.02'	S 44°58'35" E	90°00'00"
C11	8.00'	12.57'	11.31'	S 44°58'35" E	90°00'00"
C12	8.00'	12.57'	11.31'	S 45°01'25" W	90°00'00"
C13	4.00'	4.38'	4.17'	S 31°36'43" W	62°45'03"
C14	51.00'	272.31'	46.36'	S 89°58'35" E	305°55'43"
C15	4.00'	4.40'	4.18'	S 31°27'31" E	62°57'52"
C16	100.00'	70.29'	68.85'	S 69°50'23" E	40°16'26"
C17	25.00'	39.27'	35.36'	N 44°58'35" W	90°00'00"
C18	25.00'	39.27'	35.36'	N 45°01'25" E	90°00'00"
C19	35.00'	54.98'	49.50'	N 44°58'35" W	90°00'00"
C20	125.00'	18.81'	18.79'	N 54°00'19" W	8°37'17"
C21	125.00'	33.02'	32.93'	S 65°53'04" E	15°08'13"
C22	125.00'	36.05'	35.92'	S 81°42'53" E	16°31'25"
C23	46.00'	10.80'	10.77'	S 06°42'08" E	13°27'06"
C24	46.00'	27.70'	27.28'	S 30°40'42" E	34°30'02"
C25	46.00'	33.76'	33.01'	S 68°57'09" E	42°02'52"
C26	58.00'	52.00'	50.27'	S 25°39'37" E	51°22'03"
C27	58.00'	36.75'	36.14'	N 69°29'42" W	36°18'07"
C28	58.00'	2.36'	2.36'	N 88°48'41" W	2°18'50"
C29	51.00'	10.06'	10.05'	N 57°20'03" E	11°18'25"
C30	51.00'	45.98'	44.44'	S 25°51'08" W	51°39'26"
C31	51.00'	45.98'	44.44'	S 25°48'18" E	51°39'26"
C32	51.00'	34.13'	33.50'	N 70°48'19" W	38°20'34"
C33	51.00'	34.13'	33.50'	S 70°51'08" W	38°20'34"
C34	51.00'	45.98'	44.44'	S 25°51'08" W	51°39'26"
C35	51.00'	45.98'	44.44'	S 25°48'19" E	51°39'26"
C36	51.00'	10.06'	10.05'	N 57°17'14" W	11°18'25"



**Nieto-Whittaker Surveying LLC**  
1728 N. Ronald Reagan Blvd., Longwood, FL 32750  
PH: (407) 636-8460 FAX: (407) 636-8461  
LB No. 7744



**MAINTENANCE  
BOND**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

Bond No.: 107642151

KNOWN ALL BY THESE PRESENTS: That we AMH Development, LLC, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto City of Eustis, Florida, as Obligee, in the total sum of FOUR HUNDRED NINETY EIGHT THOUSAND THREE HUNDRED NINETY EIGHT DOLLARS AND 75/100 U.S. Dollars (\$498,398.75) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated 1/18/2023 for Maintenance bond required to record final plat of Grafton Ridge ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 2 year(s) commencing on 5/15/2023 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 12th day of January, 2023.

AMH Development, LLC (Principal)

By: [Signature]  
TODD JONES SVP

Travelers Casualty and Surety Company of America

By: [Signature]  
Susan M. Exline, Attorney-in-Fact

*[Faint, illegible handwritten text]*

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

On JANUARY 12, 2023 before me, Betty L. Tolentino, Notary Public  
(insert name and title of the officer)

personally appeared Susan M. Exline,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

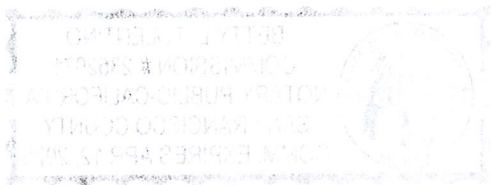
WITNESS my hand and official seal.

Signature *[Handwritten Signature]*

(Seal)



Handwritten signature or text, possibly "Lester" or similar, appearing in the upper right quadrant of the page.



Handwritten signature or text, possibly "Lester", appearing in the lower right quadrant of the page.



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan M Exline** of **WALNUT CREEK California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

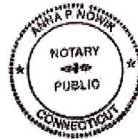
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **January**, 2023



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

**SUSAN EXLINE**

**License Number : W067482**

**Non Resident Insurance License**

- 0920 - NONRES GEN LINES (PROP & CAS)

**Issue Date**

10/14/2011

**Please Note:** To validate the accuracy of this license you may review the individual or business entity's license record under "License Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater  
Chief Financial Officer  
State of Florida







Insurance | Risk Management | Consulting

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. M - 925.953.5288  
2121 N. California Boulevard, Suite 350 F - 925.299.0328  
Walnut Creek, CA 94596  
CA Lic # 0726293  
United States  
ajg.com

Item 5.1

Via Federal Express

January 3, 2023

American Homes 4 Rent  
Attn: Todd Jones  
10 Mansell Court, Suite 400  
Roswell, GA 30076

Re: Original Executed City of Eustis, FL Bond No. 10764145-Grafton Ridge

Dear Todd:

Enclosed are the original bonds mentioned above.

After having the bonds signed, please forward the original executed bonds to the obligee to comply with their requirements.

If you have any questions please feel free to contact us.

Regards,

A handwritten signature in blue ink, appearing to read 'Susan Exline', written over a blue horizontal line.

Susan Exline  
Account Manager  
925 953-5238  
susan\_exline@ajg.com

Enclosures

**SUBDIVISION  
PERFORMANCE  
BOND**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

(Annual Premium until Released  
by Obligee)

Bond No.: 107642145

KNOW ALL PERSONS BY THESE PRESENTS, That we, AMH Development, LLC, called the Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, called the Surety, are held and firmly bound unto City of Eustis, Florida, called the Obligee, in the sum of TWO MILLION SEVEN HUNDRED FORTY ONE THOUSAND ONE HUNDRED NINETY THREE DOLLARS AND 14/100 (\$2,741,193.14) for the payment thereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit, the Principal has entered into a contract with the Obligee which requires the Principal make certain improvements to the land as more particularly set forth in bond required to record final plat of Grafton Ridge (hereinafter referred to as the "Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall construct the improvements described in the Contract on or before August 31, 2023 (or within such further extensions of time that shall be granted by Obligee in writing and consented to in writing by Surety), then this obligation shall be void, otherwise to remain in full force and effect. This obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this bond. No claim shall be allowed against this bond after the expiration of one year from the date set forth in the preceding paragraph, or one year from the end of the latest extension of time consented to in writing by Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
2. This bond is not a forfeiture obligation, and in no event shall the Surety's liability exceed the reasonable cost of completing the improvements described in the Contract not completed by the Principal, or the sum of this bond, whichever is less.

Signed this 29th day of December, 2022.

AMH Development, LLC  
(Principal)

By: [Signature] TODD JONES

Travelers Casualty and Surety Company of America

By: [Signature]  
Susan M. Exline, Attorney-in-Fact

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

On DECEMBER 29, 2022 before me, Betty L. Tolentino, Notary Public  
(insert name and title of the officer)

personally appeared Susan M. Exline,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Betty L. Tolentino*

(Seal)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan M Exline** of **WALNUT CREEK California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019**.



State of Connecticut

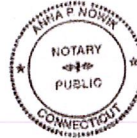
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29th** day of **December**, **2022**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

**SUSAN EXLINE**

**License Number : W067482**

## **Non Resident Insurance License**

- 0920 - NONRES GEN LINES (PROP & CAS)

## **Issue Date**

10/14/2011

**Please Note:** To validate the accuracy of this license you may review the individual or business entity's license record under "License Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.



Jeff Atwater  
Chief Financial Officer  
State of Florida

Item 5.1



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: April 6, 2023

RE: Resolution Number 23-31: Second Amendment to the Professional Services Agreement between the City of Eustis and M.T. Causley for Building Related Services.

### **Introduction:**

M.T. Causley provides professional building and inspection-related services for the City of Eustis. M.T. Causley has provided a replacement Professional Services Agreement (PSA) executed between the Town of Astatula, Florida, and M.T. Causley as a replacement for the “piggyback” PSA and contract with the Town of Lady Lake, on which the PSA with the City of Eustis is based. The contract between M.T. Causley and the Town of Lady Lake was not renewed in October of 2022. M.T. Causley has continued to provide professional building and inspection services to the City of Eustis without a current valid “piggyback” PSA and contract.

### **Background:**

Until October 2022, the City of Eustis held a Professional Services Agreement (PSA) with M.T. Causley to provide professional building services, including a Building Official for plans review and inspection, along with related services. The “parent contract” from which the agreement for these services was based, was with the Town of Lady Lake. As of October 2022, the PSA between Eustis and M.T. Causley became null due to the Town of Lady Lake not renewing its contract with M.T. Causley. M.T. Causley has submitted a current Professional Services Agreement with the Town of Astatula, Florida as a replacement for the former PSA with the Town of Lady Lake.

The scope of services and terms of the Town of Astatula is consistent with the former terms in the original Town of Lady Lake “piggyback” agreement.

Quoted rates are slightly higher than the former agreement, but are within acceptable ranges based on the cost of the provision of services.

### **Recommended Action:**

Approve Resolution Number 23-31 Professional Services Agreement between the City of Eustis and M.T. Causley for the Provision of Professional Building and Inspection Services

### **Policy Implications:**

Approval of Resolution Number 23-31 will continue Building Services operations as normal, denial of the resolution will potentially impact the City’s ability to provide these services.

**Alternatives:**

Approve Resolution Number 23-31 Professional Services Agreement between the City of Eustis and M.T. Causley for the Provision of Professional Building and Inspection Services

Deny Resolution Number 23-31 Professional Services Agreement between the City of Eustis and M.T. Causley for the Provision of Professional Building and Inspection Services

**Budget/Staff Impact:**

The hourly services rates are slightly higher than the previous “piggyback” agreement. This will impact expenditures, however funding for these services will be transferred from the Building Services funding account without impact to the General Fund

**Prepared By:**

Jeff Richardson, AICP, Deputy Director, Development Services

**Reviewed By:**

Mike Lane, AICP, Director, Development Services

## RESOLUTION NUMBER 23-31

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING A NEW PROFESSIONAL SERVICES AGREEMENT WITH MT CAUSLEY AND APPROVING THE REPLACEMENT OF THE PIGGYBACK AGREEMENT AND CONTRACT BETWEEN MT CAUSLEY AND THE TOWN OF LADY LAKE, FL WITH THE NEW PIGGYBACK AGREEMENT AND CONTRACT BETWEEN MT CAUSLEY AND THE TOWN OF ASTATULA, FL.**

**WHEREAS**, on October 11, 2017, the City Manager approved a piggyback professional services agreement with M.T. Causley, LLC via their agreement with the Town of Lady Lake to provide Building Official, Plans Review and Inspection services for the City of Eustis; and

**WHEREAS**, on January 31, 2019, M.T. Causley, LLC submitted a proposed contract amendment (First Amendment to Professional Services Agreement) on the City's request to increase the frequency of Building Official Services, which included differential fees not consistent with the Lady Lake Contract; and

**WHEREAS**, the City Commission of the City of Eustis, approved the First Amendment to Professional Services Agreement, on February 21, 2019; and

**WHEREAS**, The Town of Lady Lake chose not to renew its contract with MT Causley, effective October 1, 2022, thus nullifying the City of Eustis piggyback agreement; and

**WHEREAS**, MT Causley has continued to provide professional services to the City of Eustis since October 1, 2022; and

**WHEREAS**, M.T. Causley, LLC has submitted a new Professional Services Agreement to replace the Lady Lake contract with a current ongoing professional services contract with the Town of Astatula, Florida, executed by the Town of Astatula on January 27, 2023; and

**WHEREAS** the terms and rates stated in the new agreement are consistent with the former agreement with the City of Eustis plus cost of living increase, there is no substantial change in services rendered or rate cost increase for services; and

**WHEREAS**, the City Commission finds that maintaining and increasing the level of service in the Building Department is in the best interest of the citizens of Eustis; and

**WHEREAS**, the City Commission finds that acceptance of the Second Amendment to Professional Services Agreement between the City of Eustis Florida and M.T. Causley, LLC is consistent with the Eustis Code of Ordinances, Section 2-338 (Exempt Purchases), and;



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

1. That the City Manager is hereby authorized to execute the revised Second Amendment to the Professional Services agreement between the City of Eustis and MT Causley; and
2. That the City Manager is authorized to approve annual renewals provided the hourly rates may be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally Adjusted, All Urban Consumers, referred to herein as the "CPI") for the City or, if not reported for the City the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

**PASSED, ORDAINED, AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 6th day of April 2023.

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

---

Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

---

Christine Halloran, City Clerk



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF EUSTIS, FLORIDA  
AND M.T. CAUSLEY, LLC**

This Professional Services Agreement (“Agreement”) is entered into by and between the City of Eustis, a Florida registered municipal corporation (“Municipality”) and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC (“Consultant”). The Municipality and the Consultant shall be jointly referred to as the “Parties”.

**RECITALS**

WHEREAS, the Municipality’s procurement ordinance and procedures permit the purchase of goods and/or services by “piggyback” on agreements awarded by other government entities; and

WHEREAS, Consultant is ready, willing, and able to perform the services previously contracted with the Town of Astatula, Florida in accordance with the Agreement entered into March 24, 2020 pursuant to Request for Proposals for Building Inspection Services (RFP); and

WHEREAS, Amendment One to the Town of Astatula’s Agreement was executed January 27, 2023 with the purpose of increasing the hourly rates based on the Consumer Price Index; and

WHEREAS, Municipality and the Consultant have determined that the Town of Astatula’s Agreement is an acceptable agreement upon which the Municipality and the Consultant shall establish a cooperative agreement; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

**1. TERM AND CONDITIONS**

Except as otherwise stated herein; the terms and conditions of the Town of Astatula Agreement shall form the bases of this Agreement with the Municipality. A true and correct copy of the Town of Astatula Agreement and Amendment is attached as Exhibit A. The Town of Astatula Agreement is hereby incorporated into the Agreement and shall be the controlling document.

**2. COMMENCEMENT AND COMPLETION**

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties and shall expire, as per the terms of the Town of Astatula Agreement, on March 24, 2024. Contingent upon the renewal of the Town of Astatula Agreement, the Agreement shall automatically renew for twelve (12) month terms, unless prior written notification is delivered to either Party no less than thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

**3. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between the Municipality and Consultant shall be made in writing that shall specifically designate any changes in Service levels and compensation for the Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Agreement Amendment executed by both Parties.

**4. SCOPE OF SERVICE**

Consultant shall provide code compliant inspection and plan review services five days per week during normal business hours in addition to professional planning services. Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified

professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes.

5. FEE SCHEDULE

- Upon completion of the initial term and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Services	Standard Hourly Rate
Building Official	\$109.00 per hour – two (2) hour minimum
- Residential and Commercial Inspection (all Trades)	
- Residential and Commercial Plan Review (all Trades)	
- Flood Plain Management	
- Code Enforcement Services	
<b>Additional Staff – as requested by Municipality</b>	
Residential and Commercial Inspection Services – Includes Building, Electrical, Plumbing and Mechanical	\$100.00 per hour - two (2) hour minimum
Residential and Commercial Plan Review Services – Includes Building, Electrical, Plumbing and Mechanical	\$100.00 per hour - two (2) hour minimum
Fire Plan Review and Inspection Services	\$109.00 per hour - two (2) hour minimum
Planning Tech/Associate Planner	\$104.00 per hour – two (2) hour minimum
Senior Planner	\$172.00 per hour – two (2) hour minimum
Grant Writing & Administration	\$143.00 per hour
GIS Specialist	\$143.00 per hour
Code Enforcement (provided by other than the Building Official)	\$75.00 per hour – two (2) hour minimum
Weekend/After Hours/Emergency Inspection Services	\$218.00 per hour - two (2) hour minimum

Time tracked will start when staff checks in at the Municipality or first inspection site

6. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. The Municipality may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

## 7. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

## 8. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to the Municipality:

Tom Carrino, Manager  
 City of Eustis  
 10 N. Grove Street  
 Eustis, FL 32726  
 Email: [Eustiscm@eustis.org](mailto:Eustiscm@eustis.org)

CC: Michael Lane, Director of Development Services  
 Email: [lanem@eustis.org](mailto:lanem@eustis.org)

If to the Consultant:

Matt K. Causley, President  
 M.T. Causley, LLC  
 10720 Caribbean Blvd, Suite 650  
 Cutler Bay, FL 33189  
 Email: [mtc@mtcinspectors.com](mailto:mtc@mtcinspectors.com)

CC: Jessica Adkins, Account Manager  
 Email: [jadkins@safebuilt.com](mailto:jadkins@safebuilt.com)

## 9. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

## 10. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

## 11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that

request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28 Florida Statute.

## 12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

## 13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

#### 14. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100% of the employee's annual salary including bonus and training cost.

#### 15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

#### 16. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

#### 17. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may

subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

18. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

19. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

20. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. SCRUTINIZED COMPANIES

Consultant verifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Consultant agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Municipality may immediately terminate this Agreement if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(3), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

22. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.



- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHRISTINE HALLORAN, LOCATED AT CITY HALL 10 N GROVE STREET, EUSTIS, FL 32726, AT PHONE: (352) 483-5430 OR EMAIL: [CITYCLERK@EUSTIS.ORG](mailto:CITYCLERK@EUSTIS.ORG).**

23. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Lake County and each party waives any and all jurisdictional and other objections to such exclusive venue.

24. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

25. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

26. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

M.T. CAUSLEY, LLC

CITY OF EUSTIS

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: Matthew K. Causley

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: March 22, 2023

Date: \_\_\_\_\_

# EXHIBIT A

## AMENDMENT ONE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF ASTATULA AND M.T. CAUSLEY, LLC

This First Amendment to the Professional Services effective March 24, 2020, between the Town of Astatula, a Florida municipal corporation (Municipality) and M.T. Causley, LLC (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

This Amendment shall be effective on the latest date fully executed by both Parties.

### RECITALS AND REPRESENTATIONS

WHEREAS, Municipality and Consultant entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for Building Inspection Services for the period of March 24, 2020 through March 23, 2021, subsequently automatically renewed for twelve (12) month terms; and

WHEREAS, the Agreement provides for a mutual annual increase based on the Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") not to exceed 4% per annum; and

WHEREAS, Parties hereto now desire to amend the Fee Schedule for Services.


**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

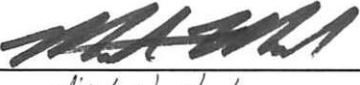
1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Effective March 24, 2023, Municipality shall compensate Consultant for services rendered based on the revised Fee Schedule for Services hereto incorporated as Exhibit A.
3. All other conditions and terms of the original Agreement not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

M.T. CAUSLEY, LLC

TOWN OF ASTATULA

By:   
Name: Matthew K. Causley  
Title: President  
Date: January 11, 2023

By:   
Name: Mitchell Wade  
Title: Mayor  
Date: 2/23/2023

**EXHIBIT A**  
**REVISED FEE SCHEDULE FOR SERVICES**  
 Effective March 24, 2023

Services	Original Hourly Rate	Revised Hourly Rate*
Building Official: – Residential and Commercial Inspection (all Trades) – Residential and Commercial Plan Review (all Trades) – Flood Plain Management	\$105.00 per hour—two (2) hour minimum	<b>\$109.00 per hour - two (2) hour minimum</b>
– CommunityCore Permitting Software	No cost	No cost
<b>Additional Staff - as requested by the Town</b>		
Residential and Commercial Inspection Services – Includes Building, Electrical, Plumbing and Mechanical	\$95.00 per hour - two (2) hour minimum	<b>\$100.00 per hour - two (2) hour minimum</b>
Residential and Commercial Plan Review Services – Includes Building, Electrical, Plumbing and Mechanical	\$95.00 per hour - two (2) hour minimum	<b>\$100.00 per hour - two (2) hour minimum</b>
Fire Plan Review and Inspection Services	\$105.00 per hour - two (2) hour minimum	<b>\$109.00 per hour - two (2) hour minimum</b>
Weekend/After Hours/Emergency Inspection Services	\$210.50 per hour - two (2) hour minimum	<b>\$218.00 per hour - two (2) hour minimum</b>
Time tracked will start when staff checks in at the Town or first inspection site.		

\*Increased based on [CPI for All Urban Consumers \(CPI-U\): U.S. City Average](#) of 7.1% last twelve months as of November 2022.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN TOWN OF ASTATULA  
AND M.T. CAUSLEY, LLC – A SAFE BUILT COMPANY**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Town of Astatula (“Municipality”) and M.T. Causley, LLC, a Florida limited liability company, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, on January 29, 2020, Municipality issued Request for Proposal for Building Inspection Services (“RFP”); and

WHEREAS, on February 10, 2020, a recommendation was made to the Town Council regarding the top ranked Firm, approving the award of the RFP to Consultant; and

WHEREAS, Municipality desires to retain Consultant to perform Building Inspection Services; and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant was selected pursuant to RFP for Building Inspection Services. To the extent of inconsistencies with this Agreement or the RFP, the terms and conditions in the RFP shall prevail.

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality in accordance with State of Florida, Chapter 468, Florida Statutes. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, Agreement shall automatically renew for twelve (12) month terms; unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed and approved by Municipality up to and including the date of termination

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. Municipality's sole remedy and Consultant's sole obligation in the event of failure to perform Services in accordance with the terms of this Section shall be re-performance of the services by Consultant.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. As Consultant is an independent contractor, Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

Consultant and Municipality agree that Consultant will be free to contract for similar service to be performed for other employers while under contract with Municipality. Consultant is not an agent or employee of Municipality and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Municipality provides for its employees. Consultant shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharge or any other condition of employment. Consultant employees are not subject to the direction and control of Municipality. Any provision in this Agreement that may appear to give Municipality the right to direct Consultant as to the details of doing the work or to exercise a measure of control over the work means that Consultant will follow the direction of the Municipality as to end results of the work only.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant.

13. RESERVED.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making

improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this



Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT’S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement (“Service Providers”), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee’s annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Graham Wells, CMC Town Clerk, Finance Officer 25009 CR 561, P.O. Box 609, Astatula, FL 34705	Tom Walsh, Account Manager M.T. Causley, LLC 18001 Gulf Blvd Redington Shores, FL 33708  Mike Causley 866 Ponce de Leon Blvd., 2nd Floor Coral Gables, FL 33134

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY’S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney’s fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to Lake County Code of Ethics and investigation and/or audit by the Lake County Inspector General. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same.

29. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- B. Upon request from Municipality’s custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.

**E. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

<b>Clerk Office: Graham Wells</b> <b>Address: 25019 County Rd 561,</b> <b>Astatula, FL 34705</b>	<b>Phone: (352) 742-1100</b> <b>Email: gwells@astatula.org</b>
--	---

30. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Florida and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

31. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the

original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

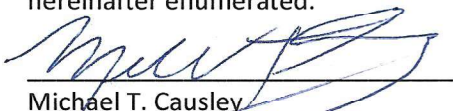
33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT

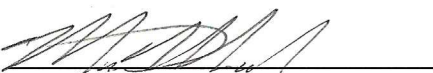
This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

The undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

  
\_\_\_\_\_

Michael T. Causley  
M.T. Causley, LLC – A SAFEbuilt Company

3/24/2020  
Date

  
\_\_\_\_\_

Signature

3/9/2020  
Date

\_\_\_\_\_  
Mitchell Mack, Mayor  
Town of Astatula

(Balance of page left intentionally blank)

## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building Official Services

- ✓ Manage and help administer the department and report to Municipality's designated official
- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities – as needed

#### Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

#### Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

### 2. COMMUNITY CORE SYSTEMS TERMS AND CONDITIONS

- ✓ Provide Community Core in accordance with the terms, and conditions of Exhibit C.

### 3. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents
- ✓ Municipality will provide a monthly activity report that will be used for monthly invoicing

- ✓ Municipality will provide zoning administration for projects assigned to Consultant
- ✓ Municipality will provide codes books for front counter use
- ✓ Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

4. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding Municipal holidays.

- ✓ Services will be performed two (2) days a week, two (2) hours per day minimum
- ✓ Building Official will be on-site at the Municipal offices as mutually agreed upon
- ✓ Inspectors will be dispatched on an as-needed basis
- ✓ Consultants representative(s) will be on-site weekly based on activity levels
- ✓ Consultants representative(s) will be available by cell phone and email
- ✓ Consultants representative(s) will meet with the public by appointment
- ✓ Additional Inspectors will be dispatched on an as-needed basis

Deliverables			
<b>INSPECTION SERVICES</b>	Perform inspections received from the Municipality prior to 4:00 pm next business day		
<b>TWO HOUR INSPECTION WINDOW</b>	Provide a two-hour window of time that the permit holder can expect to have their inspection performed – Upon request only		
<b>MOBILE RESULTING</b>	Provide our inspectors with field devices to enter results immediately		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less
<b>APPLICANT SATISFACTION</b>	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

### FEE SCHEDULE

- Consultant shall provide notice to Municipality 60 days prior to renewal date of proposed hourly rate increase to be reviewed and approved by Town Council. Parties will collaborate to ensure a mutually beneficial arrangement. If increase is approved by Town Council, it shall be based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Services	Hourly Rate
<b>Building Official:</b> – Residential and Commercial Inspection (all Trades) – Residential and Commercial Plan Review (all Trades) – Flood Plain Management	\$105.00 per hour—two (2) hour minimum
– CommunityCore Permitting Software	No cost
<b>Additional Staff - as requested by the Town</b>	
Residential and Commercial Inspection Services – Includes Building, Electrical, Plumbing and Mechanical	\$95.00 per hour - two (2) hour minimum
Residential and Commercial Plan Review Services – Includes Building, Electrical, Plumbing and Mechanical	\$95.00 per hour - two (2) hour minimum
Fire Plan Review and Inspection Services	\$105.00 per hour - two (2) hour minimum
Weekend/After Hours/Emergency Inspection Services	\$210.50 per hour - two (2) hour minimum
Time tracked will start when staff checks in at the Town or first inspection site.	

## EXHIBIT C – COMMON CORE

1. Consultant is able to provide Services pursuant to this Agreement using hardware and Consultant's standard software package, CommonCore. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. When Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.

Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
  - Client network access
  - Internet access
  - Proprietary or commercial software and access
  - Computer workstations/laptops
  - Mobile devices
  - Printers/printing services
  - Data access
  - List of reports and outputs



**REQUEST FOR PROPOSALS  
TOWN OF ASTATULA, FLORIDA  
FOR  
BUILDING INSPECTION SERVICES PROVIDERS**

**I Back round**

The Town of Astatula, Florida, (the "Town") is located in Central Lake County, Florida.

**II Qualification of Applicants**

Proposals will be considered from qualified firms whose experience includes successful work in the industry. Applicants should submit one (1) original and four (4) copies plus one (1) electronic copy and respond to each of the following items as clearly as possible.

1. A brief but complete history of your company.
2. Anticipated approach and scope to provide the proposed services.
3. Completed Conflict of Interest Disclosure Form.
4. Work histories of key personnel who will actually be assigned to the provision of services and describing their role.
5. Proof of Insurance.
6. A list of similar services provided in Florida including the following information:
  - a. Name of the entity for which the work was performed.
  - b. Brief description of the scope of the work
  - c. Name of contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project.
7. Any other information the firm feels is relevant to evaluating the firm's qualifications.

**III. Submission Requirements**

1. One (1) original, four (4) copies, and one (1) thumb drive containing the electronic copy of the submittals should be hand delivered or mailed and received by the Town no later than 3:00 pm on February 6, 2020 to:

**Graham Wells  
Town Clerk  
P.O. Box609  
25009 CR 561, Astatula, FL 34705**

The outside of the envelope shall be clearly marked "RFP Building Services".



2. Describe the Firm's understanding of the scope of services and the Town's needs; specialized skills that are available from the Firm; special considerations; and possible difficulties in completing the project as described.
3. Provide a schedule of how the Firm will implement and set up the operations of a part time Plans Reviewer and Building Inspector for the Town.
4. The proposal shall include a sample of the forms that will be used in the performance of the job, and the required forms in Section IX, below.
5. Failure to include any of the items in this section may result in the submittal being deemed non-responsive.
6. A statement that no member of the Firm is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract.
7. All information submitted by a Firm will become part of the project file and, unless otherwise exempt or confidential in accordance with Florida law, will become a public record.

**IV. Evaluation Procedures**

The submittal information will be reviewed and ranked by the Town Clerk based on the following:

1. Qualifications and experience of Firm/Personnel
2. Scope Response/Approach to the Project
3. Fee Proposal

**V. Selection Process**

1. The Town Clerk will review the submittal packages and will make a selection and recommendation to the Town Council regarding the top ranked Firm at the February 10, 2020 Town Council meeting. A representative(s) from Firm should be present at the Town Council meeting to address the Town Council and answer questions (if any) regarding the services.
2. The Town has the sole discretion and reserves the right to cancel this RFP at any time prior to executing a contract, to reject any and all submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised scope of services, if it is deemed to be in the best interest of the Town to do so.
3. The Town reserves the right to make a contract award to the response deemed to be most advantageous to the Town.

## VI. Enquiries

Questions regarding this Request for Proposal shall be directed to

**Graham Wells  
Town Clerk  
P.O. Box 609  
25009 CR 561, Astatula, FL 34705  
(352) 742-1100 option 1**

Members of the Firm shall not contact, communicate with, or discuss any matter relating in any way to this RFP with any member of the Town Council or employee of the Town other than the Town Clerk. Such communication may result in disqualification from consideration for award of this RFP.

## VII. Insurance Requirements

- A. The selected Firm shall not commence work under any agreement until it has obtained all insurance coverage required under this section and the Town has received and approved the copies of such Certificates of Insurance.
- B. All insurance shall be issued by companies authorized to do business under the Laws of the State of Florida, and which are acceptable to the Town. The Firm shall furnish and maintain Certificates of Insurance to the Town prior to the commencement of any work.
- C. The Certificates shall clearly indicate that the Firm has obtained coverage of the type and amount and classification as required for strict compliance with this section and no material change or cancellation of insurance shall be without thirty (30) days prior notice to the Town. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligation under the contract for services.
- D. Coverage shall be as follows:
  1. **Workers Compensation;** Coverage shall meet all the requirements of Chapter 440, Florida Statutes, but at a minimum shall meet the specific requirements of the Town.
  2. **Comprehensive General Liability;** The limits shall be not less than \$1,000,000 Combined Single Limit or its equivalent.
  3. **Comprehensive Automobile Liability;** The Firm shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 combined Single Limit or its equivalent.
  4. **Professional/Errors and Omissions Liability;** The Firm shall carry Professional/Errors and Omissions Liability Insurance in a minimum amount of \$1,000,000 combined Single Limit or its equivalent.

All insurance other than Worker's Compensation to be maintained by the Firm shall specifically include the Town as an additional insured.

## **VIII. Scope of Services**

1. The selected Firm shall provide a Licensed Building Official and other inspection and plan review staff as required to meet the needs of the Town. All license holders must possess valid licenses that are in good standing with the Department of Business and Professional Regulation
2. All inspection and plan review staff must possess licenses for the trade in which they inspect per Chapter 468 and all other applicable sections of the Florida Statutes.
3. The successful Firm shall provide the following services:
  - a. The Firm must provide inspection services by licensed staff.
  - b. The Firm shall provide all salaries, wages and compensation for their employees.
  - c. The Firm shall provide full field communication equipment for their employees with a minimum of a cellular phone per inspector. The Town shall be provided with the cellular phone number of each inspector. The inspectors must respond to the Town's calls.
  - d. The Firm must provide transportation for its employees.
  - e. The Firm shall provide monthly and quarterly reports to the Town regarding activities related to permitting, in the form required by the Town Clerk.
  - f. The Firm shall provide the services of the Building Official, Plan Review, and Inspectors during normal Town business hours.
  - g. The Firm shall assist with building code enforcement as requested by the Town.
  - h. The Firm shall provide the Town with inspections and services for which no permit fee is required. The services and inspections shall be at the direction of the Town and will be invoiced to the Town based on a set hourly fee.

## **IX. Required Forms**

- a. Drug Free Workplace Form
- b. Conflict of Interest Statement

Town of Astatula, Florida  
Request for Proposals

**DRUG-FREE WORKPLACE POLICY STATEMENT**

The undersigned Firm, in accordance with Florida Statute 287.087 hereby certifies that

Does:

(Name of Business)

- A. Publish a statement notifying all employees that it is a condition of employment to refrain from using, possessing or otherwise dealing in drugs on or off the job and specifying the actions that will be taken against employees for violations.
- B. Inform employees of the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed on employees for drug abuse violations.
- C. A notice of drug testing is included with all vacancy announcements for all positions and drug testing is required as part of the employment process. A notice of the firm's drug testing policy is also posted in an appropriate and conspicuous location on the business's premises and copies of the policies will be made available for inspection during regular business hours by the general public or the Town.

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Date

Town of Astatula, Florida  
Request for Proposals

**Must be included in submittal**

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

I, \_\_\_\_\_ am \_\_\_\_\_  
(Print Name) (Print Title)  
and the duly authorized representative of the firm \_\_\_\_\_  
(Print Name of Company)  
whose address is:

\_\_\_\_\_  
\_\_\_\_\_

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and

Except as listed below, no employee, officer, or agent of the firm have any conflict of interest, real or apparent, due to ownership, other clients, or interest associated with this project; and

This proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion of fraud.

EXCEPTIONS: (list)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature  
Print Name  
Name of Company  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization, this \_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



# Request for Proposals

## Building Inspection Services

**ELECTRONIC**

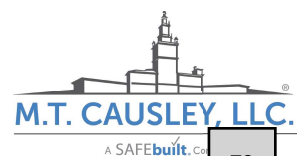


Town of Astatula  
February 6, 2020 | 3:00 PM

### **Tom Walsh**

Regional Operations Manager  
407.615.1964  
TWalsh@safebuilt.com

**M.T. Causley, LLC**  
18001 Gulf Blvd  
Redington Shores, FL 33708





**FL**

## **TABLE OF CONTENTS**

Tab 1 - Letter of Interest	Page 2
Tab 2 - Firm History	Page 5
Tab 3 - Approach to Services	Page 7
Tab 4 - Forms	Page 15
<input checked="" type="checkbox"/> Conflict of Interest	
<input checked="" type="checkbox"/> Drug-Free Workplace	
<input checked="" type="checkbox"/> Sample inspection and plan review forms	
Tab 5 - Work History of Key Personnel	Page 24
Tab 6 - Proof of Insurance	Page 34
Tab 7 - Similar Services	Page 36
Tab 8 - Fee Proposal	Page 40

Town of  
*Astatula*  
*"Lake of Sunbeams"*

Town Hall  
Police Department  
Community Center

TAB 1

LETTER OF INTEREST

Fall Festival  
10-26-2013 @ 3:00

OPTEC

25009



February 4, 2020

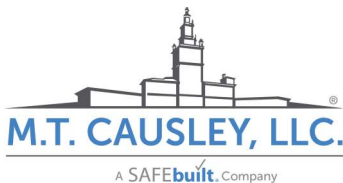
Town of Astatula  
C/O Graham Wells, Town Clerk  
25009 CR 561  
Astatula, FL 34705

Re: RFP Building Inspection Services Providers

Please accept M.T. Causley, LLC - A SAFEbuilt Company's (M.T. Causley) formal response to the Town of Astatula's (the Town) request for *Building Inspection Services*. We are excited for the opportunity to assist the Town with Building Official, Plans Review and Inspection Services. Our team has reviewed the Request for Proposal (RFP) carefully, and we fully understand the Town's requirements. Services will be provided through our satellite office located in Orlando, Florida.

Since 1996, we have been dedicated to exclusively providing Building Official Services throughout Florida. In 2016, we merged with SAFEbuilt, Inc. And in 2018, SAFEbuilt acquired another well respected, multi-service firm: Calvin, Giordano & Associates, Inc. Combining the strengths of all three companies, we are able to offer our clients a wider range of services across the nation. **No member of M.T. Causley, Calvin, Giordano & Associates nor SAFEbuilt is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract.**

We have partnered with more than eighty (80) municipalities in various capacities: helping them to be safer, develop responsibly, and improve service to local citizens. Our success is reflected on understanding the unique needs of each municipality, tailoring our services based on those needs and then provide a solid team of well-qualified and experienced professionals to meet the goals and objectives of the community. For that reason, we have assembled a team of professionals who reside and work near the Town to guarantee responsive, attentive service. This team consist of multi-licensed Building Officials, Inspectors and Plan Examiners, licensed in all trades and by the Department of Business & Professional Regulations.



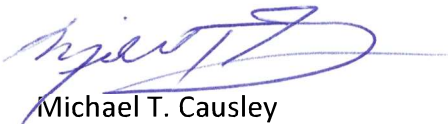
(cont'd)

The designated team will be supervised by our Project Manager, Tom Walsh. He works directly with neighboring cities making sure services are delivered at an optimal level. He allocates staff based on the needs of each city and works diligently with decision makers ensuring they have the required services to keep their communities safe.

Throughout our response, we aim to differentiate ourselves as the only company that can provide the highest quality services and most enhanced value to the Town - not only through our experience, but also through dedication to customer service and flexibility to adapt to fluctuating workloads.

We understand the commitment staff has in delivering services to Town residents, and we will commit to operate as an extension of this high-quality service. Thank you for your time and consideration in reviewing our qualifications. If you have any questions during evaluation, please feel free to contact Tom Walsh at 407.615.1964 or [TWalsh@safebuilt.com](mailto:TWalsh@safebuilt.com)

Best Regards,



Michael T. Causley  
President



TAB 2

HISTORY OF COMPANY

## Firm History

M.T. Causley was established in 1996 in Florida. Since then, our sole purpose was and continues to be to provide building department services to local governments. We have dedicated our resources to exceeding the expectations of clients and we are committed to providing excellent customer service. As a pioneer of the industry, we have proven our competence by successfully assisting over eighty (80) cities and counties with the specific work that the City requires.

M.T. Causley is a respected name within the Florida community and has been providing exceptional Building Official, Plan Review and Inspection Services to cities, such as the City of Lakeland, for the past 23 years. With over 120 Building Officials, Inspectors, Plans Examiners, permitting staff, and administrative staff currently employed, our Team's experience is extensive. In 2016, we merged with SAFEbuilt LLC. And in 2018, SAFEbuilt acquired another well respected, multi-service firm: Calvin, Giordano & Associates. Combining the strengths of all three companies, we are able to offer our clients a wider range of services across the nation.

To stay current with the latest code changes, the professional team completes a minimum of sixteen (16) hours of continuing education every year. Some staff members have obtained Bachelor's degree in construction management and others have further advanced their studies by obtaining their Master's

### DID YOU KNOW?

#### M.T. Causley:

- Has provided Building Official, Plan Review, Inspection & Permit Technician Services for the last 23 years
- Has successfully assisted more than 80 government agencies with similar services
- Has a large and diverse staff pool with over 30 different types of licenses
- Employs professionals with over twenty years of experience

degree. With more than 20 years of experience for most of the team, collectively the key personnel has over 80 years of experience providing building inspections and plan review services. Additionally, the team has completed over 200,000 inspections and plan review of new, unoccupied and occupied renovations, and expansion projects ranging from single family homes, to large residential developments, airports, healthcare facilities, high-rises, industrial, warehouses, and large commercial retail centers.

**TAB 3**

**APPROACH TO SERVICES**

## Project Approach

We have assisted Florida government agencies with Building Official, Plan Review and Inspection Services through all aspects of growth: establishment, expansion, and stabilization. Throughout our twenty-three (23) years of experience providing services similar to those required in this RFP, we have been called upon to quickly upscale our staff and deliverables. Should the Town's needs grow or evolve to include additional services, we have the capability to quickly adapt to expanding needs.

Our team's approach to providing Building Official, Plan Review and Inspection Services is simple: do everything necessary to ensure a smooth integration of existing (Town) and new (M.T. Causley) resources. To do so, our staff will meet with the Town, identify designated personnel and the main point-of-contact. We will then concentrate our efforts on fulfilling the Town's immediate needs to ensure services are provided at an optimal level.

Our staff will familiarize themselves with the preferred processing methods as well as the Town's permitting software. Additionally, our staff will collaborate with the existing staff to complete any backlog plan review and inspections.



INCREASED  
CUSTOMER SERVICE



CLIENT CENTERED  
APPROACH



IMPROVE  
COST EFFICIENCIES



DATA REPORTING  
AND METRICS



INCREASE  
WORKFLOW PRODUCTIVITY



ELECTRONIC PLAN REVIEW  
AND EFFICIENT  
FRONT COUNTER SERVICES

### **Personnel**

We are able to provide staff year round. Our model offers real advantages to the Town by providing flexibility and a sense of security knowing that reliable expertise is always on hand, without the hassle of the staffing issues or fixed costs that come with an in-house department. As an outside firm providing services to other Florida government agencies, we are able to address such staffing issues appropriately. We have the capability to easily increase or decrease employee size through our scheduling process. Our commitment to service delivery is number one.

If an increase appears to be permanent, we simply bring in additional full time staff and ensure we have part time staff ready for the next possible surge or absence. This works for our agency, because we have no headcount restrictions, political objectives, or union issues. The Town gains access to a deep network of experienced Building Officials, Plan Examiners, trade Inspectors and more. We assume responsibility for all staffing issues. We manage the workload and hiring process, as well as provide salaries, benefits, ongoing training, and vehicles for staff.

### **Equipment & Supply Resources**

Employees are supplied with late model vehicles with removable signage, as well as ladders, electrical test equipment, photography equipment and additional field related equipment necessary to perform their duties. Furthermore, staff is supplied with safety devices and clothing required to meet OSHA requirements. In addition to a library of current code books, laptops are also provided allowing easy access to the most current Florida Building Code.



Staff is also provided with:

- Fuel and vehicle maintenance
- Insurance
  - Liability
  - Workers Compensation
  - Health, Dental, Vision and Life
- Uniforms
- Continuing Education Courses
- Cell phones
- iPads/Laptops
- OSHA Required Safety Equipment
- Code and Reference Books
- Building Guides

We are committed to providing the Town with Building Official, Plan Review and Inspection Services. The following explains in further detail our approach to delivering each service and task.

### ***Building Official***

**Robert Kegan**, an experienced Building Official, will oversee compliance with State plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility and building codes, as well as health, safety and welfare statutes, Unsafe Building Abatement Code, Federal Emergency Management Contractor and all ordinances. Additionally, he will administrate all plan review, inspections and enforcement. Services will be coordinated with responsible local, state, and federal agencies, departments and entities. **Jimmy Strickland** and **Raymond Schaub**, also experienced and licensed Building Officials, will support Mr. Kegan in the event he is not available.

Responsibilities include:

- Assist with the permitting process established by the Town
- Coordinate with the Department’s Permit Technician
- Serve as technical advisor for the Building Department
- Issue Permits
- Acts as the liaison to the construction industry, State, contractors and the general public
- Review State Statutes affecting construction and determine impact on the Town

- Review, research and make recommendations for approval of adoption of departmental policies.

### ***Plan Review***

Plan review will be conducted at the Town’s building department. Staff will review all plans, ensuring they meet the protocol established by the Florida Building Code, National Electric Code, the Building Official in addition to the adopted codes, local amendments and Florida Statute 468.603. Plan review will include building, roofing, plumbing, mechanical, electrical, gas, fire prevention, energy, and accessibility categories for single and multi-family residence, commercial, office and industrial projects.



We will be a resource to applicants on submittal requirements and be available to them throughout the process. We will work with other departments on the concurrent review process and be available for pre-submittal meetings. We are also a resource for other members of the team and will provide support as questions arise in the field from Inspectors.



Highlighted responsibilities include:

- Determination of type of construction, use, and occupancy classification and review of plans to determine compliance with applicable codes and ordinances using a state approved Plans Examiner
- Review of plans will result in recommendation of approval, approval with modifications, or denial of the plans with clear and specific written findings and observations that support the recommendations. Reviewers will upload information utilizing the Town's permit system.
- Meet or exceed agreed upon plan review turnaround times and return a set of finalized plans and all supporting documentation
- Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete
- Walk-thru plans review services may be provided during designated times for minor permits.

### ***Inspections***

Our inspection staff recognizes that an educational, informative approach is the most effective way to improve the customer's experience. Staff will provide on-site consultations to citizens and contractors as part of their responsibility. Staff will perform building, mechanical (HVAC), plumbing, structural and electrical inspections of construction, alteration, repair, remodeling, or demolition of structures.

Responsibilities include:

- Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- Complete field inspections within twenty-four (24) hours of request
- Enter results of inspections
- Provide clear, specific and definite written final recommendations and observations regarding each inspection completed
- Discuss inspection results with site personnel



- Investigate alleged complaints received at the Town and provide written report of inspection and investigation using Town inspection forms.
- Staff can conduct change of occupancy inspections as well as investigate complaints, hazardous building inspections and assist with prosecution of building code and hazardous building violations. Staff will provide practical alternatives to bring buildings into compliance and clarify the intent of codes and ordinances.
- Speak with contractors, architects, engineers and citizens about construction projects, code questions and all other related concerns.

**Implementation Schedule**

Implementation will begin with the approval of the Town Commission to finalize an agreement and determine a start date. We are available to begin work immediately upon execution of the contract.

During the transition period, it is important that customer service is not compromised. The proposed transition plan will achieve those goals, as we have a complete understanding of the processes involved.

Immediately upon award of contract:

- The designated staff will begin the transition process with the existing staff. Staff will familiarize themselves with the preferred processing methods.
- Project Manager and Field Supervisor will evaluate the workload to determine staffing needs to meet the expected services.
- Project Manager and/or the Building Official will work with the Town in establishing services the Town may need to ensure the Building Department operates as efficiently and customer-service oriented as possible. For example, we can assist the Town in implementing a fee schedule that will be most beneficial to the Town and its residents.
- Agreed upon office hours will be determined to provide availability to the public and for

meetings with various Town entities.

- Staff will work with the existing Building Department staff in completing all in-process plans review and inspections.

The transition period should be completed within two (2) weeks or less. As a result of our experience in assisting cities and counties with the transition and establishment of Building Department Services, the transition should be a smooth and uneventful process.

We can assure the Town that the Building Department will be sufficiently staffed with a well-qualified team who will meet the needs of the Town.



**CommonCore**

CommunityCore is SAFEbuilt's proprietary online community development software tool, which manages permitting, plan reviews and approvals, and inspection activities. The system, which integrates with other government software systems, is designed to streamline and automate building department processes; ensure compliance, manage workflows, generate activity reporting, and provide transparency to all stakeholders.

Our software solution will transform the way your City conducts plan reviews. Applicants can submit plan reviews electronically and track the progress of each step, in real time, from applicant submittal through certificate of occupancy. This gives you and your clients clear insight, as well as detailed information on the status of each permit.

Our web application features fully configurable settings and encompasses a full suite of tools for community development projects.

- Permitting—Customize your permitting system to fit specific permit types, workflows, fee structures, and documents
- Planning—Manage the plan review process within your jurisdiction
- Licensing—Enable issuance, tracking, and renewal of any recurring contractor or business license
  - ⇒ GIS/County Assessor's Office Connection
  - ⇒ Robust report library
  - ⇒ Fee estimator

- ⇒ Scheduling tool
- ⇒ Fee estimator
- ⇒ Scheduling tool
- ⇒ Fee assessment, payment, and financial reporting
- ⇒ Customized workflows
- ⇒ Simple document upload tool
- ⇒ Automatic parcel lookup
- ⇒ Reporting and tracking of local contractor and business licenses

The software is supported by user-friendly mobile applications for added convenience and efficiency. Built for iOS and Android, and designed for simple integration with the system, our mobile applications give access to critical information, communicate effectively, and work efficiently.

**InspectorConnect**

Simplifies the process of capturing inspection results with access to critical information from a smartphone or tablet.

- Permit viewing
- Google Maps routing
- Attach photos to an inspection from your phone or tablet
- Automatic inspection results
- Voice notes tool
- Photo/document uploader
- Tap to call/email a contractor or property owner

**ContractorConnect**

Saves time, reduces call volume and walk-in traffic, and boosts overall productivity on any project.

- Online permit application and management
- Secure online payment
- Plan uploader
- Request and schedule inspections

**Benefits of Utilizing CommunityCore Solutions**

CommunityCore Solutions was created by people who use the software on a daily basis – Permit Technicians, Inspectors, and Plans Examiners. Unlike many companies in the market, we continuously invests in improvements to building department management solutions. Currently used by more than 300 municipalities, the software has proven to be a reliable and effective tool for local governments.

**CommunityCore—traditionally valued at \$150,000—will be provided at no cost to you.** We would include a full assessment and complete implementation, as well as project management services—migration of data from your existing system or spreadsheets. The details and scope of the data migration would be discussed as part of our implementation strategy. This process is simple, taking advantage of out-of-the-box functionality whenever possible.

	<p><b>TRAINING AND SUPPORT</b></p> <p>Meritage Systems is committed to training and support. Our team of former Building Department professionals is ready to assist in your everyday operations and challenges.</p>
	<p><b>PROVEN, SECURE, AND EASY-TO-USE</b></p> <p>With automatic back-ups and built-in redundancy, your data is secure and always accessible. Intuitive navigation makes using the software easy for those in the field and the office.</p>
	<p><b>MOBILE FRIENDLY</b></p> <p>You can access data from anywhere with a connection to the internet. Building Inspectors, Code Compliance Officers, and Contractors can use iOS and Android apps to track their work and communicate efficiently with the permitting office.</p>



**TAB 4  
FORMS**

Town of Astatula, Florida  
Request for Proposals

**DRUG-FREE WORKPLACE POLICY STATEMENT**

The undersigned Firm, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ Does:

(Name of Business) M.T. Caustey, LLC - A SAFE BUILT Company

- A. Publish a statement notifying all employees that it is a condition of employment to refrain from using, possessing or otherwise dealing in drugs on or off the job and specifying the actions that will be taken against employees for violations.
- B. Inform employees of the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed on employees for drug abuse violations.
- C. A notice of drug testing is included with all vacancy announcements for all positions and drug testing is required as part of the employment process. A notice of the firm's drug testing policy is also posted in an appropriate and conspicuous location on the business's premises and copies of the policies will be made available for inspection during regular business hours by the general public or the Town.

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

  
(Signature)

Michael T. Caustey  
(Print Name)

Date Feb. 3, 2020

Town of Astatula, Florida  
Request for Proposals

Must be included in submittal

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

I, Michael T. Caustey am President  
(Print Name) (Print Title)

and the duly authorized representative of the firm M.T. Caustey, LLC - A SAFEbuilt  
(Print Name of Company) Company

whose address is:  
18001 GULF BLVD.  
Redington Shores, FL 33708

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and

Except as listed below, no employee, officer, or agent of the firm have any conflict of interest, real or apparent, due to ownership, other clients, or interest associated with this project; and

This proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion of fraud.

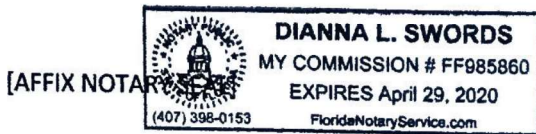
EXCEPTIONS: (list)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature [Signature]  
Print Name Michael T. Caustey  
Name of Company M.T. Caustey, LLC - A SAFEbuilt Comp.  
Date: Feb. 3, 2020

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization, this 3 day of Feb., 2020, by \_\_\_\_\_, who  is personally known to me, or  produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public Signature  
Print Notary Name: Dianna L. Swords  
My commission expires: 4/29/2020

# INSPECTION REPORT

**Jurisdiction:** Sample Jurisdiction

**Property Address:** 14XX XXXXXX RD, XXXXXX

**Date:** Feb 4, 2020

**Permit Number:** XXXXX-0279-19

**Inspector:** Sample Inspector

**Permit Type:** New Single Family  
Residence

**Applicant:** SAMPLE APPLICANT

**Schedule Notes:**

**Description of Work:**  
NEW SFR

Underground Plumbing

Inspections

Pass

Fail

Partial Pass

Cancel

**Corrections Required:**

---

---

---

---

Sewer Tap

Inspections

Pass

Fail

Partial Pass

Cancel

**Corrections Required:**

---

---

---

---

Date:

Inspector:



Permit Number:

Address:

## ONE AND TWO FAMILY DWELLING PLAN REVIEW CHECKLIST

The plan reviewers at the City of \_\_\_\_\_ endeavor to provide thorough and timely plan review based on the 2017 Florida Building Codes. In order for us to do this, it is important that the applicant provide all the information necessary for the review.

Below you will see a checklist of the general items we are looking for. This is not an exhaustive list. Each building is unique and has its own fingerprint. So, the applicant may be required to provide more information. But the list below should be sufficient for most construction projects. While certain things may not apply to your specific project (in which case you can mark N/A), the items marked with an asterisk (\*) shall be required on all plans, without exception.

### PLANS PACKAGE

- \_\_\_ \* Plans may be signed/sealed or per approved alternative design (submit via ePlans)
- \_\_\_ \* Wind speed, exposure type, wind importance factor, building category, pressure coefficient for all windows and doors, design criteria per Florida Building Code
- \_\_\_ \* Designer's name, address, certification number, all pages, all pages numbered, labeled and addressed
- \_\_\_ Location of septic tank
- \_\_\_ Location of type of underground facilities, utilities and easements
- \_\_\_ Approved site plan required
- \_\_\_ \*Plans site specific

### ELEVATIONS

- \_\_\_ Front, rear and side views with dimensions, windows and door locations
- \_\_\_ Exterior wall finish
- \_\_\_ Unusual grade – elevation
- \_\_\_ Chimney location
- \_\_\_ Roof pitch

### FLOOR PLAN

- \_\_\_ \* Floor Plan
- \_\_\_ \* Square footage
- \_\_\_ Tempered glass in hazardous locations \_\_\_ Egress windows labeled
- \_\_\_ Label sizes for doors and windows \_\_\_ Interior load bearing walls shown

### FOUNDATION

- \_\_\_ Footer locations, depth and width
- \_\_\_ Rebar grade and size
- \_\_\_ Vertical cell locations
- \_\_\_ Slab description

Address:

- Minimum 12" below undisturbed surface
- Wood clearance to ground shown
- Column footing and pad locations
- Interior footing, location and detail
- Floor framing details and layout
- Access and vent size and location

**MASONRY WALLS**

- Vertical steel detail
- Typical lintel and tie beam
- Typical wall and opening detail
- Bearing detail of wall to block wall
- Exterior finishes and wall coverings  Change in height detail
- Non-continuous lintel and bond beam  Retaining wall soil and bolts
- Ceiling, eave height and overhang projection

**FRAME WALLS**

- Bearing wall construction
- Header and opening details
- Anchor bolts spacing and size
- Wall sheathing and nailing schedule  Connectors listed
- Interior bearing wall details
- 2 story wall construction detail
- Fire wall detail and rating
- Ceiling eaves and overhang projection

**ROOF FRAMING**

- Truss Engineering (Usually provided by truss manufacturer)  Lift detail
- Ceiling joist layout
- Common framing layout and details (This requires engineer to sign and seal plans)
- Marked spanning locations
- Strap schedule
- Truss bracing and blocking
- Roof sheathing and nailing schedule
- Valley framing detail
- Girder location and strapping required
- Interior bearing wall detail
- Gable end details and bracing requirements  Roof covering type and installation

Address:

**ELECTRICAL**

- Service amps
- Smoke and carbon monoxide detector locations labeled
- Electric layout and panel location

**MECHANICAL**

- Equipment locations
- Signed energy form
- Manual J
- Approved structural details for air handlers installed in attic area
- Duct layout

**PLUMBING**

- Water heater location
- Fixture location and layout

**GAS SYSTEM**  LP

- Natural

**CONSTRUCTION DETAILS NOT DETERMINED BY INITIAL PLAN**

- Stair, landing and railing details
- Bay window detail
- Chimney framing detail
- Dormer framing detail
- Entry construction detail
- Column strapping detail
- Post to beam and slab connectors
- Ceiling block installation details
- Skylight framing details
- 2<sup>nd</sup> Floor layout and connectors detail  Knee wall construction detail
- Attic access location and size
- Current product approval numbers

Address: \_\_\_\_\_

## COMMERCIAL BUILDING - STRUCTURAL PLAN REVIEW CHECKLIST

The plan reviewers at the City of \_\_\_\_\_ endeavor to provide thorough and timely plan review based on the 2017 Florida Building Codes. In order for us to do this, it is important that the applicant provide all the information necessary for the review.

Below you will see a checklist of the general items we are looking for. This is not an exhaustive list. Each building is unique and has its own fingerprint. The applicant may be required to provide more information. But the list below should be sufficient for most construction projects. While certain items may not apply to your specific project (in which case you can mark N/A), the items marked with an asterisk (\*) shall be required on all plans, without exception.

### GENERAL PLAN REQUIREMENTS

- \* 1 - COMPLETED PERMIT APPLICATION
- INCLUDE SITE OR PLOT PLANS FOR EACH SET
- PRODUCT APPROVAL FORM FOR EACH SET
- \* DESIGN PROFESSIONAL SIGNED AND SEALED PLANS, EACH PAGE, EACH SET  
(Original Sign & Seal)

### PLANS REQUIRED

- FOUNDATION PLAN (with dimensions)
- \* FLOOR PLAN (with dimensions)
- ELEVATIONS (with dimensions)
- TYPICAL WALL SECTIONS
- LIFE SAFETY PLAN
- DETAILS
- ROOM SIZES
- FLOOR HEIGHT
- \* CONSTRUCTION TYPE / FBC 6
- \* OCCUPANCY CLASSIFICATION / FBC 3
- \* SQ. FOOTAGE
- BUILDING LIMITATION / FBC TABLE 500
- \* MINIMUM OCCUPANT LOAD

### STRUCTURAL DESIGN CRITERIA

#### DESIGN LOADS

- WIND CATEGORY
- WIND SPEED
- WIND EXPOSURE
- INTERNAL PRESSURE
- COMPONENT AND CLADDING
- FLOOR LIVE LOAD
- ROOF LIVE LOAD

#### FIRE RATED CONSTRUCTION

- FIRE RESISTANCE RATING / FBC TABLE 601
- FIRE RESISTANCE RATING CORRIDORS / FBC TABLE 1018.1
- FIRE PARTITIONS / FBC 709
- MIN. FIRE RESISTANCE WALLS, OPENINGS TABLE 705.1.2
- FIRE RATED DOORS / FBC TABLE 715.4
- UL LISTING DETAILS FOR FIRE RATED WALLS / FBC 703.2
- SHAFT ENCLOSURES / FBC 708
- FIREWALLS / FBC 706

Revised: 03/13/2018

Permit Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_ TENANT SEPARATION 704.3

**EGRESS**

\_\_\_ EGRESS WIDTH / FBC 1005  
 \_\_\_ EGRESS DOOR ILLUMINATION / FBC 1006  
 \_\_\_ DOOR SWING 1008.1.2  
 \_\_\_ MAIN DOOR SIZE (50%) OF OCCUPANT LOAD  
 \_\_\_ PANIC HARDWARE / FBC 1008.1.10  
 \_\_\_ TRAVEL DISTANCE / FBC 1016  
 \_\_\_ COMMON PATH EGRESS / FBC 1014.3  
 \_\_\_ DEAD ENDS / FBC 1018.4  
 \_\_\_ STAIRS / FBC 1009  
 \_\_\_ NUMBER OF EXITS / FBC 1021  
 \_\_\_ RAMPS / FBC 1010  
 \_\_\_ HANDRAILINGS / FBC 1012

**ROOF**

\_\_\_ ROOF PITCH  
 \_\_\_ TRUSS LAYOUT  
 \_\_\_ TRUSS REACTIONS  
 \_\_\_ CONNECTOR SCHEDULE / FBC 2300  
 \_\_\_ SPECIAL ANCHORS / HANGERS  
 \_\_\_ ROOF FLASHING / FBC 1503  
 \_\_\_ ATTIC ACCESS / FBC 1209.2  
 \_\_\_ ATTIC VENTILATION / FBC 1209.3

**ADA**

\_\_\_ ACCESSIBLE ROUTE  
 \_\_\_ DRINKING FOUNTAINS  
 \_\_\_ ACCESSIBLE COIN OPERATED MACHINES  
 \_\_\_ RESTROOM GRAB BARS

**MASONRY CONSTRUCTION**

\_\_\_ DOWEL ANCHORS  
 \_\_\_ COLUMN BRACING  
 \_\_\_ GABLE BRACING  
 \_\_\_ LINTEL SCHEDULE / MANUFACTURER  
 \_\_\_ ROOF SHEATHING FASTENING

**WOOD CONSTRUCTION**

\_\_\_ ANCHOR BOLTS FOR / PLACEMENT  
 \_\_\_ WELDED WIRE / FIBERCRETE  
 \_\_\_ GABLE BRACING  
 \_\_\_ HEADER SCHEDULE  
 \_\_\_ ROOF SHEATHING FASTENING  
 \_\_\_ WALL SHEATHING FASTENING

**SPECIAL REQUIREMENTS**

\_\_\_ SPRINKLER REQUIRED / FBC 903  
 \_\_\_ THRESHOLD INSPECTOR REQ. / FBC 110.3.7  
 \_\_\_ COMMERCIAL FUELING STATIONS / F.S.526.143  
 \_\_\_ POSTING OCCUPANT LOAD / FBC 1004.3  
 \_\_\_ ASSEMBLY / FBC 1028  
 \_\_\_ MANUFACTURED BLDG. / FBC 428  
 \_\_\_ HAZARDOUS GLASS / FBC 2406.4

A photograph of a parking lot with a large tree in the foreground and a building in the background under a cloudy sky. The text 'TAB 5 WORK HISTORY OF KEY PERSONNEL' is overlaid on the right side of the image.

**TAB 5**  
**WORK HISTORY OF**  
**KEY PERSONNEL**

---

## Work History of Key Personnel

---

We have designated a licensed, trained and experienced team of professionals who will assist the Town with the requested services. The team consist of:

- ☑ **Robert Kegan**, Primary Building Official, Fire Plans Examiner and Inspector
- ☑ **Raymond Schaub**, Alternate Building Official, Plans Examiner and Inspector
- ☑ **Jimmy Strickland**, Alternate Building Official, Plans Examiner and Inspector
- ☑ **Alex Zigmond**, Alternate 1&2 Family Dwelling, Mechanical and Plumbing Inspector

The detailed work histories of these individuals including training, certification and experience is included on the following pages.

## ROBERT E. KEGAN, JR

Building Code  
Administrator,  
Building, Electrical,  
Mechanical, & Plumbing  
Inspector & Plans  
Examiner,  
Fire Inspector

*Years of Experience: 30+*

### STATE OF FLORIDA LICENSES:

Building Code  
Administrator, BU92  
Standard Inspector, BN237

Standard Plans Examiner,  
PX115

Fire Inspector/Plans  
Examiner, 84162

Certified General  
Contractor, CGC027755

### EDUCATION:

Florida State Fire College

Barry University, N. Miami

Broward Community  
College

Daytona Beach Community  
College of Architecture

With an impeccable career in the construction industry, Bob has experience with Building Department Administration. Over the past thirty years, he has dedicated his career to working with cities and counties throughout Florida ensuring the Building Department is managed properly. Bob has served in the capacity of Building Official, Inspector, Plans Examiner, and Code Enforcement Officer. He joined the M.T. Causley family after retiring from Sumter County Building Department where he served as the Building Official for five years.

### MUNICIPAL EXPERIENCE:

- **Sumter County**, Bushnell, FL - Building Official, Inspector, Plans Examiner
- **City of Mount Dora**, Mt. Dora, FL - Building Official, Fire Inspector
- **City of Parkland**, Parkland, FL - Building Official, Volunteer Firefighter
- **City of Tamarac**, Tamarac, FL - Deputy Building Official
- **City of Coral Springs**, Coral Springs, FL - Building Inspector
- **City of Plantation**, Plantation, FL - Building Inspector
- **Town of Palm Beach**, Palm Beach, FL - Plans Examiner
- **City of Bradenton Beach**, Bradenton Beach, FL - Building Official
- **City of Gulfport**, Gulfport, FL - Multi-Certified Inspector & Plans Examiner
- **City of Treasure Island**, Treasure Island, FL - Building Official
- **City of Inverness**, Inverness, FL - Building Official
- **City of Cedar Key**, Cedar Key, FL - Building Official
- **City of Coleman**, Coleman, FL - Building Official
- **City of Belleview**, Belleview, FL - Building Official



License information from the  
Department of Business and Professional Regulation

### Licensee Details

Licensee Information	
Name:	<b>KEGAN, ROBERT E JR (Primary Name)</b>
License Information	
License Type:	<b>Building Code Administrator</b>
Rank:	<b>Building Code A</b>
License Number:	<b>BU92</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>03/15/1994</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	<b>Qualification Effective</b>
<b>Standard</b>	
License Information	
License Type:	<b>Standard Inspector</b>
Rank:	<b>Inspector</b>
License Number:	<b>BN237</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>03/15/1994</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	<b>Qualification Effective</b>
<b>Building</b>	
<b>Commercial Electric</b>	
<b>Mechanical</b>	
<b>Plumbing</b>	
<b>Residential Electric</b>	
License Information	
License Type:	<b>Standard Plans Examiner</b>
Rank:	<b>Plans Examiner</b>
License Number:	<b>PX115</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>03/15/1994</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	<b>Qualification Effective</b>
<b>Building</b>	
<b>Electrical</b>	
<b>Mechanical</b>	
<b>Plumbing</b>	

## RAYMOND L. SCHAUB

Building Code  
Administrator, 1&2 Family  
Dwelling, Building,  
Electrical, Mechanical &  
Plumbing Inspector  
Building, Mechanical &  
Plumbing Plans Examiner

*Years of Experience: 25+*

### STATE OF FLORIDA LICENSES:

Building Code  
Administrator, BU1522

Standard Inspector,  
BN4800

Standard Plans Examiner,  
PX2702

Home Inspector, HI4726

### EDUCATION:

Associates Degree in  
Business, Orlando College

Ray has over twenty years of experience in the construction industry responsible for the new construction of residential and commercial projects. He has been involved in a wide range of projects including high-rise mix-use developments, shopping centers, hospital, multi & single-family developments, industrial storage building, sewer & treatment plants and marinas.

For the last several years, he has been working for several municipalities carrying out the role of Building Official, Plans Examiner and Inspector (for building, mechanical, electrical and plumbing trades).

### MUNICIPAL EXPERIENCE:

- **Lake County**, Tavares, FL - Building Inspector
- **Leelanau County**, Suttons Bay, MI - Multi-certified Inspector & Plans Examiner
- **Okeechobee County**, Okeechobee, FL - Building Official, Plans Examiner and Inspector, Flood Plain Manager
- **City of Eustis**, Eustis, FL - Building Official
- **University of Central Florida**, Orlando, FL - Multi-certified Inspector
- **Town of Welaka**, Welaka, FL - Building Official
- **City of Crescent City**, Crescent City, FL - Multi-certified Inspector & Plans Examiner
- **Town of Bronson**, Bronson, FL - Building Official
- **City of Chiefland**, Chiefland, FL - Building Official
- **Davenport Elementary**, Davenport, FL - Multi-certified Inspector
- **City of Dunnellon**, Dunnellon, FL - Building Official
- **City of Inverness**, Inverness, FL - Building Official
- **City of Minneola**, Minneola, FL - Building Official
- **Polk County**, Bartow, FL - Multi-certified Inspector
- **City of Williston**, Williston, FL - Building Official

License information obtained from  
[www.myfloridalicense.com](http://www.myfloridalicense.com)

### Licensee Details

Licensee Information	
Name:	<b>SCHAUB, RAYMOND L (Primary Name)</b>
License Information	
License Type:	<b>Building Code Administrator</b>
Rank:	<b>Building Code A</b>
License Number:	<b>BU1522</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>10/27/2006</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	Qualification Effective
<b>Modular 1&amp;2</b>	<b>10/27/2006</b>

License Information	
License Type:	<b>Standard Inspector</b>
Rank:	<b>Inspector</b>
License Number:	<b>BN4800</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>07/01/2004</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	Qualification Effective
<b>Building</b>	<b>09/13/2004</b>
<b>Electrical Inspector</b>	<b>06/15/2006</b>
<b>1&amp;2 Family Dw</b>	<b>07/01/2004</b>
<b>Mechanical</b>	<b>01/07/2005</b>
<b>Plumbing</b>	<b>01/07/2005</b>

License Information	
License Type:	<b>Standard Plans Examiner</b>
Rank:	<b>Plans Examiner</b>
License Number:	<b>PX2702</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>06/02/2006</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	Qualification Effective
<b>Building</b>	<b>05/08/2007</b>
<b>Mechanical</b>	<b>06/02/2006</b>
<b>Plumbing</b>	<b>05/08/2007</b>

# JIMMY L. STRICKLAND

Building Code Administrator,  
Building, 1&2 Family,  
Electrical, Mechanical &  
Plumbing Inspector

*Years of Experience: 20+*

## STATE OF FLORIDA LICENSES:

Standard Building Code Administrator, BU1878

Standard Inspector, BN5176

## EDUCATION:

State Technical Institute at Memphis

## ICC LICENSES:

Certified Building Official,  
Combination Inspector,  
Commercial Combination Inspector


Jimmy has worked in the construction industry since 1985. He has experience with project coordination, budgeting and managing new and existing residential and commercial projects. Additionally, he has a successful record of overseeing all phases of multimillion-dollar construction projects for a wide range of clients and a proven history of completing projects on-time and on-budget.

Jimmy now dedicates his career to providing plans review and inspection services for various states including Florida, Mississippi and Tennessee. He was responsible for inspecting residential and commercial structures ensuring that their construction, alteration, or repair complies with the FBC and approved specifications. Working with different building departments, has provided him a wealth of knowledge and experience of daily operations within a building department.

## MUNICIPAL EXPERIENCE:


- **Town of Yankeetown**, Yankeetown, FL- Building Official, Plan Reviewer and Inspector
- **City of Williston**, Williston, FL - Building Official, Plan Reviewer and Inspector
- **City of Palmetto**, Palmetto, FL- Building Official, Plan Reviewer and Inspector
- **Orange County**, Orlando, FL- Building Official, Plan Reviewer and Inspector
- **City of Inverness**, Inverness, FL - Multi-certified Inspector
- **City of Eustis**, Eustis, FL - Building Official
- **City of Dunnellon**, Dunnellon, FL - Building Official, Plan Reviewer and Inspector
- **City of Chiefland**, Chiefland, FL- Building Official, Plan Reviewer and Inspector
- **Town of Bronson**, Bronson, FL- Building Official, Plan Reviewer and Inspector
- **City of Belleview**, Belleview, FL - Building Official
- **City of Bradenton Beach**, Bradenton Beach, FL - Multi-certified Inspector

License information from the  
Department of Business and Professional Regulation

 STATE OF FLORIDA DEPARTMENT  
OF BUSINESS AND PROFESSIONAL  
REGULATION

BN5176 ISSUED: 11/16/2019  
STANDARD INSPECTOR  
STRICKLAND, JIMMY LEWIS

\_\_\_\_\_  
Signature  
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES  
EXPIRATION DATE: NOVEMBER 30, 2021

 STATE OF FLORIDA DEPARTMENT  
OF BUSINESS AND PROFESSIONAL  
REGULATION

BU1878 ISSUED: 11/16/2019  
BUILDING CODE ADMINISTRATOR  
STRICKLAND, JIMMY LEWIS

\_\_\_\_\_  
Signature  
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES  
EXPIRATION DATE: NOVEMBER 30, 2021

# ALEX ZIGMOND

1&2 Family Dwelling,  
Mechanical & Plumbing  
Inspector

*Years of Experience: 20+*

## STATE OF FLORIDA LICENSES:

Standard Inspector,  
BN5687

## EDUCATION:

Trade and Business School,  
New York


With over twenty years in the construction industry, Alex has extensive experience working on a wide range of residential and commercial projects. He has experience with planning layouts of pipe systems as well as installation and maintenance of venting systems, plumbing fixtures and traps.

For more than ten years, Alex has been dedicated to ensuring construction of commercial structures complies with the Florida Building Code and approved specifications. Due to his experience, he has carried out the role of multi-certified inspector in the Cayman Islands. During his tenure, his responsibilities included inspecting all construction types for code compliance in the areas of building, plumbing, mechanical works and fire protection systems.

## MUNICIPAL EXPERIENCE:

- **City of Clermont**, Clermont, FL - Multi-certified Inspector
- **City of Minneola**, Minneola, FL - Multi-certified Inspector
- **City of Anna Maria**, Anna Maria, FL - Multi-certified inspector
- **City of Bradenton Beach**, Bradenton Beach, FL - Multi-certified inspector
- **Pasco County**, New Port Richie, FL - Multi-certified inspector
- **Hernando County**, Brooksville, FL - Multi-certified inspector
- **Cayman Islands** - Multi-certified inspector
- **Village of North Palm Beach**, North Palm Beach, FL - Multi-certified Inspector
- **City of Gulfport**, Gulfport, FL - Multi-certified Inspector
- **City of Largo**, Largo, FL - Multi-certified Inspector
- **Indian River County**, Vero Beach, FL - Multi-certified Inspector

License information from the  
Department of Business and Professional Regulation

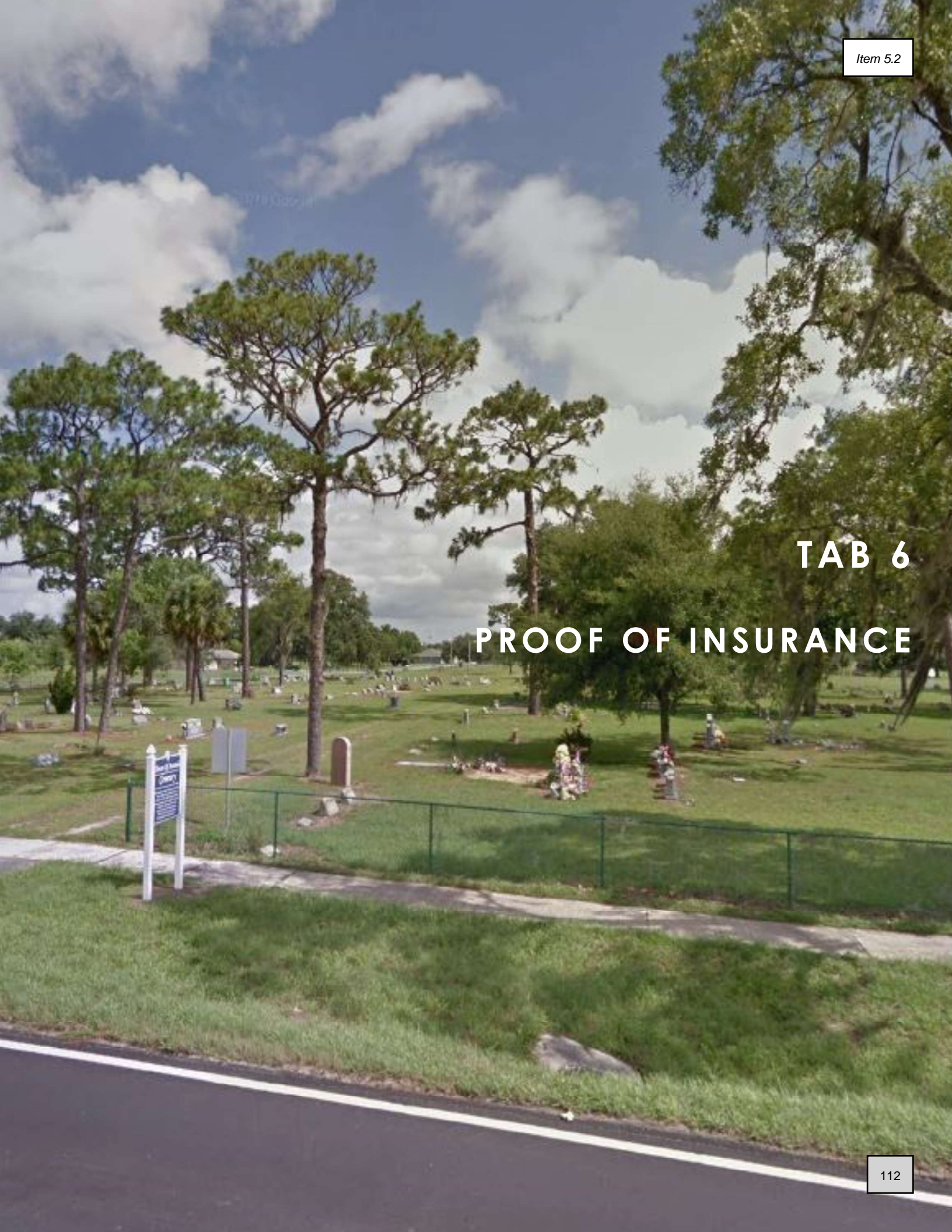


**STATE OF FLORIDA DEPARTMENT  
OF BUSINESS AND PROFESSIONAL  
REGULATION**

BN5687 ISSUED: 12/05/2019  
STANDARD INSPECTOR  
ZIGMOND, ALEX

---

Signature  
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES  
EXPIRATION DATE: NOVEMBER 30, 2021



**TAB 6**  
**PROOF OF INSURANCE**





**TAB 7**  
**SIMILAR SERVICES**

---

## Similar Services

---

A list of similar services provided to near by cities and counties in Florida have been included on the following pages. Included is a brief description of the services provided to each municipality along with the contact name and phone number of the individual who can discuss our firm's role and performance.

**Town of Lady Lake, Lady Lake, FL**

The Town of Lady Lake entered into a contract as a result of a Request for Proposal in 2016. Although we were not the highest overall ranked firm, the three committee members rated us higher. We provided a lower rate schedule and we seemed better suited to provide redundancy with an alternate staff team. In 2019, the Town issued a new RFP for Plan Review & Inspection Services. We were awarded the three year contract as part of the top ranked firms.

Contact Person: Thad Carroll, (352) 343-9653

**City of Eustis, Eustis, FL**

As a result of our existing contractual relationship with the Town of Lady Lake, the City of Eustis decided to piggyback the agreement in 2017. Since then, we've been assisting the City with a Building Official, Plan Review and Inspection Services.

Contact Person: Lori Barnes, (352) 483-5462

**City of Dunedin, Dunedin, FL**

In 2017, the City issued an RFP for Supplemental Plan Review and Inspection Services. As a result, we were awarded the contract. Since 2018, we have assisted the City with Plan Review and Inspection Services for all trades on an as-needed basis.

Contact Person: Joseph DiPasqua, (727) 298-3193



### **Sumter County, Bartow, FL**

In November 2019, the County contacted us requesting assistance with their IAS annual review in addition to Plan Review and Inspection Services.

Contact Person: Joe Duennes, (352) 689-4400



### **Polk County, Bartow, FL**

Earlier this year, Polk County released a Bid for Temporary Positions: Building Inspectors and Plans Examiners. We were amongst the four firms selected to assist the County with as-needed plan review and inspection services.

Contact Person: Chandra Frederick, (863) 534-6564



### **City of Bellevue, Bellevue, FL**

We have been assisting the City since 2004 with a Building Official responsible for performing Plan Review and Inspections. We've become familiar with the City's processes and procedures as well as City staff, residents and contractors. Over the years, our staff has reviewed construction drawings and inspected the new and existing construction of thousands of commercial buildings and single family homes. Additionally, our Building Official assists with Flood Plain Management and ISO services.

Contact Person: Sandi McKamey (352) 233-2116



**TAB 8**  
**FEE PROPOSAL**

## Fee Proposal

Services will be provided based on the following Fee Proposal:

Service	Hourly Rate
<b>Building Official:</b> <ul style="list-style-type: none"> <li>- Residential and Commercial Inspection (all Trades)</li> <li>- Residential and Commercial Plan Review (all Trades)</li> <li>- Flood Plain Management</li> </ul>	\$105.00 per hour—two (2) hour minimum
<ul style="list-style-type: none"> <li>- CommunityCore Permitting Software</li> </ul>	No Cost
<b>Additional Staff - as requested by the Town</b>	
Residential and Commercial Inspection Services <ul style="list-style-type: none"> <li>- Includes Building, Electrical, Plumbing and Mechanical</li> </ul>	\$95.00 per hour - two (2) hour minimum
Residential and Commercial Plan Review Services <ul style="list-style-type: none"> <li>- Includes Building, Electrical, Plumbing and Mechanical</li> </ul>	\$95.00 per hour - two (2) hour minimum
Fire Plan Review and Inspection Services	\$105.00 per hour - two (2) hour minimum
Weekend/After Hours/Emergency Inspection Services	\$210.50 per hour - two (2) hour minimum
Time tracked will start when staff checks in at the Town or first inspection site.	

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF EUSTIS, FLORIDA AND M.T. CAUSLEY, LLC

Amendment to the Professional Services Agreement effective October 11, 2017, between the City of Eustis, Florida, (City) and M.T. Causley, LLC, (Consultant). City and Consultant shall be jointly referred to as the "Parties".

Amendment Effective Date: This Amendment shall be effective on the latest date on which the Amendment is fully executed by both Parties.

RECITALS AND REPRESENTATIONS

City and Consultant entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on October 11, 2017; and

The Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below:

- 1. Consultant will provide a full time Building Official to the City available three days a week.
2. The following fee schedule shall replace Section 4. FEE SCHEDULE of Agreement.

Table with 2 columns: Service Description and Fee Rate. Includes rows for Building Official Services, Additional Staff, Residential and Commercial Inspection Services, Residential and Commercial Plan Review Services, and Weekend/After Hours/Emergency Inspection Services. Includes a note about CPI index adjustments starting Jan 01, 2020.

The original Agreement, Exhibits and terms shall remain in effect, to the extent not modified by this Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

Signature of Thomas P. Wilkas, CFO
Thomas P. Wilkas, CFO
M.T. Causley, LLC

February 25, 2019
Date

Signature of Ronald R. Neibert, City Manager
Ronald R. Neibert, City Manager
City of Eustis, Florida

2/24/19
Date



AMENDED  
2/25/19

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF EUSTIS, FLORIDA  
AND M.T. CAUSLEY, LLC**

This Professional Services Agreement ("Agreement") is entered into by and between the City of Eustis, Florida, ("City") and M.T. Causley, LLC, ("Consultant"). The City and the Consultant shall be jointly referred to as the "Parties".

**RECITALS**

WHEREAS, the City's procurement ordinance and procedures permit the purchase of goods and/or services by "piggyback" on agreements awarded by other government entities; and

WHEREAS, Consultant is ready, willing, and able to perform the services previously contracted with the Town of Lady Lake, Florida in accordance with the Agreement entered into September 21, 2016; and

WHEREAS, City and the Consultant have determined that the Town of Lady Lake's Agreement is an acceptable agreement upon which the City and the Consultant shall establish a cooperative agreement; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant agree as follows:

**1. TOWN OF LADY LAKE AGREEMENT TERM AND CONDITIONS**

Except as otherwise stated herein; the terms and conditions of the Town of Lady Lake Agreement shall form the bases of this Agreement with the City. A true and correct copy of the Town of Lady Lake Agreement is attached as Exhibit A. The Town of Lady Lake Agreement is hereby incorporated into the Agreement and shall be the controlling document.

**2. COMMENCEMENT AND COMPLETION**

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, the Agreement shall automatically renew for a twelve (12) month term; unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

**3. SCOPE OF SERVICE**

Consultant shall provide code compliant inspection and plan review services on an as-requested basis during normal business hours.

**4. FEE SCHEDULE**

Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule:</b>	
Includes Residential and Commercial inspection and plan review for the follow:	
• Building, Plumbing, Mechanical and Electrical	
Inspection Services	\$67.50 per hour – eight (8) hour minimum
Plan Review Services	\$67.50 per hour – eight (8) hour minimum
Building Official Services	\$70.00 per hour – eight (8) hour minimum
Flood Plan Management	\$70.00 per hour - eight (8) hour minimum
Time tracked will start when Consultant checks in at the City or first inspection site.	
<b>Consumer Price Index (CPI) Fee Adjustment</b>	
Beginning January 01, 2019 and annually thereafter, the hourly rates listed above shall be increased based upon the increase in the Consumer Price Index, but not more than 4% annually. Hourly rates shall not decrease for the term of this Agreement.	

5. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented in person or sent pre-paid, first class United States Mail, addressed as follows:

<u>If to the City:</u> Lori Barnes, AICP, Development Director City of Eustis 10 North Grove Street Eustis, FL 32727	<u>If to the Consultant:</u> Michael T. Causley M.T. Causley, LLC 97 NE 15 <sup>th</sup> Street Homestead, FL 33030
--	---

6. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

7. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

8. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

City of Eustis, Florida

Ronald R. Neibert  
Signature

Name: Ronald R. Neibert

Title: City Manager

Date: 10 / 11 / 17

M.T. Causley, LLC

Michael T. Causley  
Signature

Name: Michael T. Causley

Title: President

Date: 10 / 11 / 2017

ATTEST:  
Lori Barnes  
LORI BARNES

## EXHIBIT A

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN M.T. CAUSLEY, LLC  
AND THE TOWN OF LADY LAKE, FLORIDA**

**THIS AGREEMENT** made and entered into this 21<sup>ST</sup> day of SEPTEMBER, 2016, by and between the **TOWN OF LADY LAKE, FLORIDA**, hereinafter referred to as "TOWN" and **M.T. CAUSLEY, LLC**, hereinafter referred to as "CONSULTANT".

**WITNESSETH**

**WHEREAS**, the TOWN is a municipal corporation of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the TOWN; and

**WHEREAS**, CONSULTANT is in the business of providing certified professionals to perform Building Code Administration, Plans Examination and Code Compliance Inspections on an as-needed basis in the State of Florida.

**NOW, THEREFORE**, in consideration of the premises, and in consideration of the mutual conditions, covenants and obligations hereafter expressed, it is agreed as follows:

1. **Recitals.** That the foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this Agreement.
2. **Specific Provisions.** That the parties hereby agree to the following specific provisions:
  - a. **Description of Work.** The CONSULTANT shall provide the services described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Unless specifically excluded, the CONSULTANT shall provide all permits, labor, materials, equipment and supervision necessary for the completion of the work described herein. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" shall be resolved in favor of the body of this Agreement.
  - b. **Payment.** In consideration of the performance of this Agreement, the TOWN agrees to pay CONSULTANT for all permits issued, at the rate or basis described in Exhibit "A" which is attached hereto and incorporated herein by reference.
  - c. **Commencement and Completion.** The CONSULTANT shall commence work under this Agreement upon approval and acceptance of this Agreement by the Town, and continue to provide services for the duration of this Agreement. This Agreement shall be for a period of two (2) years from the date hereof. The TOWN shall have the option to renew this Agreement for two (2) additional one-year periods per the terms delineated in Exhibit "A" with all other terms and conditions to remain in effect subject to annual fee escalations of 5% on hourly rates.

## M.T. Causley, LLC Contract

**d. Termination.**

- i. **Termination at Will:** This Agreement may be terminated by the TOWN or CONSULTANT at any time without cause by giving written notice not less than 30 days prior to the date of termination; provided that this provision shall not relieve either party from its obligations of this Agreement through the date of the actual termination. At the time of termination, services shall be proportionally paid to the CONSULTANT as provided herein for services rendered through the date of termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
  - ii. **Termination for Cause:** This Agreement may be terminated by either party for cause by the TOWN or the CONSULTANT giving written notice to the other party not less than 15 days prior to the date of termination; provided that this provision shall not relieve either party from its obligations of this Agreement through the date of the actual termination. At the time of termination, services shall be proportionally paid to the CONSULTANT as provided herein for services rendered through the date of termination. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.
- e. **Contact and Management.** The Project Manager for the CONSULTANT shall be Mark Ogles, Principal of M.T. Causley, LLC (or his successor). The contact for the TOWN shall be Thad Carroll, Growth Management Director (or his successor).
- f. **Notices.** All notices to the parties under this Agreement shall be in writing and sent certified mail to:

TOWN: TOWN OF LADY LAKE  
 Attention: Thad Carroll, Growth Management Director  
 409 Fennell Boulevard  
 Lady Lake, FL 32159

CONSULTANT: M.T. CAUSLEY, LLC  
 Attention: Michael T. Causley  
 97 NE 15th Street  
 Homestead, FL 33030

**g. Insurance.**

- 1) The CONSULTANT shall maintain throughout this Agreement the following insurance:
  - i. Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000);
  - ii. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the CONSULTANT, in an amount not

## M.T. Causley, LLC Contract

less than five hundred thousand dollars (\$500,000) combined single limit per occurrence for bodily injury and property damage with the TOWN as an additional named insured; and

- iii. Workers' Compensation Insurance for all employees of the CONSULTANT as required by Florida Statutes. A Waiver of Subrogation in favor of the Town of Lady Lake, Florida and its members, officers and employees shall be endorsed onto the Workers' compensation policy.
- 2) The Town of Lady Lake, Florida and its members, officers and employees shall be an additional insured on those insurance coverages/policies listed above except Workers' Compensation.
  - 3) The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT.
  - 4) The CONSULTANT shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
    - i. The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
    - ii. With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
  - 5) Neither approval nor failure to disapprove the insurance furnished by the CONSULTANT to the TOWN shall relieve the CONSULTANT of the CONSULTANT'S full responsibility to provide insurance as required under this Agreement.
  - 6) The CONSULTANT shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the CONSULTANT. The certificate of insurance shall contain the provision that the TOWN be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or renewed certificates of insurance to the TOWN at a minimum of fifteen (15) calendar days in advance of such expiration
  - 7) Unless otherwise notified, the certificate of insurance shall be delivered, within 10 days, to:

M.T. Causley, LLC Contract

Town of Lady Lake  
 Attention: Thad Carroll, Growth Management Director  
 409 Fennell Boulevard  
 Lady Lake, FL 32159

- 8) The name and address of the Certificate Holder on the certificate of insurance must be:

Town of Lady Lake  
 409 Fennell Boulevard  
 Lady Lake, FL 32159

- 9) In the event that CONSULTANT fails to maintain insurance as described herein, CONSULTANT agrees that such failure will constitute a material breach of this Agreement and the TOWN shall have the right to terminate this Agreement without further liability. Further, CONSULTANT agrees that upon such breach, the TOWN may take any action necessary at law or in equity to preserve and protect TOWN'S rights.

3. **General Provisions.** That the parties hereby agree to the following general provisions:

- a. **Representations of the CONSULTANT.** The CONSULTANT represents that it has sufficient manpower and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which the CONSULTANT operates.
- b. **Representations of the TOWN.** The TOWN represents that it is duly organized and existing as a municipal corporation of the State of Florida. Further, the TOWN has the full power and authority to enter into the transactions contemplated by this Agreement.
- c. **Personal nature of Agreement.** The CONSULTANT hereby warrants that it has the necessary technical expertise and training to perform its duties as outlined in this Agreement. The parties acknowledge that the TOWN places great reliance and emphasis upon the knowledge, expertise and personal abilities of the CONSULTANT. Accordingly, this Agreement is personal and the CONSULTANT shall not assign or delegate any rights or duties hereunder without the specific written consent of the TOWN. In the event the CONSULTANT requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, the CONSULTANT shall obtain the written approval of the Town Manager prior to engaging such subcontractor or professional associate.
- d. **Independent Contractor.** The CONSULTANT agrees that it is an independent Contractor, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the TOWN to its employees, including, but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the TOWN to the CONSULTANT. Further,

## M.T. Causley, LLC Contract

CONSULTANT will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONSULTANT shall be solely and entirely responsible for his or her acts during the performance of this Agreement.

- e. **Indemnification.** The CONSULTANT agrees to make payment of all proper charges for labor required in the aforementioned work and CONSULTANT shall indemnify TOWN and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of CONSULTANT under this Agreement; or the negligence of the CONSULTANT in the performance of its duties under this Agreement, or any act or omission on the part of the CONSULTANT, his agents, employees, or servants. CONSULTANT shall defend, indemnify, and save harmless the TOWN or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the TOWN or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONSULTANT duties under this Agreement, or through the negligence of the CONSULTANT in the performance of its duties under this Agreement, or through any act or omission on the part of the CONSULTANT, his agents, employees, or servants. CONSULTANT shall provide such indemnity regardless of the negligence or other culpability of the TOWN, excluding only those circumstances where the TOWN is solely negligent.
- f. **Bid documents.** Any request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the TOWN, together with any addenda, are considered the "Bid Documents" and are hereby incorporated into this contract by reference. The CONSULTANT agrees to abide by all of the terms, conditions and requirements of the bid documents which are declared to be material part of this Agreement.
- g. **Acceptance of work product, payment and warranty.** Upon receipt of a periodic work product, together with an invoice sufficiently itemized to permit audit, the TOWN will diligently review same. Payment found to be due the CONSULTANT will be paid to the CONSULTANT within fifteen (15) days after the date of receipt of the invoice. The CONSULTANT warrants that the data utilized by the CONSULTANT (other than as provided by the TOWN) is from a source, and collected using methodologies, which are generally recognized in the Consultant's industry or profession to be a reliable basis and foundation for the Consultant's work product. The CONSULTANT shall notify the TOWN in writing should it appear, in the CONSULTANT'S professional judgment, that the data or information provided by the TOWN for use in the Consultant's work product is incomplete, defective or unreliable. The CONSULTANT guarantees to amend, revise or correct to the satisfaction of the TOWN any error appearing in the work as a result of the Consultant's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment by the TOWN shall relieve the CONSULTANT from its obligations to do and complete the work product in accordance with this Agreement.

## M.T. Causley, LLC Contract

h. **Public Records.** All monthly operating reports and records required to be prepared or maintained by the CONSULTANT in accordance with the Scope of Services (Exhibit "A"), shall be deemed to be public records. The CONSULTANT shall allow public access to such documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONSULTANT assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT. The TOWN reserves the right to unilaterally cancel this Agreement for refusal by the CONSULTANT to allow public access to all such documents, subject to the Provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. **If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at (352) 751-1501, or via e-mail at nslaton@ladylake.org, 409 Fennell Boulevard, Lady Lake, FL 32159.** Further, the CONSULTANT shall also be required to comply with public records laws as follows:

1. Keep and maintain public records required by the TOWN to perform the service.
2. Upon request from the TOWN'S custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the TOWN.
4. Upon completion of the contract, transfer, at no cost, to the TOWN all public records in possession of the contractor or keep and maintain public records required by the TOWN to perform the service. If the CONSULTANT transfers all public records to the TOWN upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.



## M.T. Causley, LLC Contract

4. **Miscellaneous Provisions.** That the parties hereby agree to the following miscellaneous provisions:
- a. **Discrimination.** That the CONSULTANT shall assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex from participation in, denied benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The CONSULTANT shall take all measures necessary to effectuate these assurances.
  - b. **Severability.** That, should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
  - c. **Entire Agreement.** That this Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, Bid Documents or agreements to the contrary. CONSULTANT recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, authorized and signed by the authorized TOWN representatives.
  - d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language and therefore the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
  - e. **Attorney's Fees.** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.
  - f. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of the TOWN's rights under this Agreement, or of any cause of action the TOWN may have arising out of the performance of this Agreement.
  - g. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the

## M.T. Causley, LLC Contract

parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement specifies that performance by the CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.

- h. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- i. **Binding Nature of Agreement.** This Agreement shall be binding upon the successors and assigns of the parties hereto.
- j. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.



M.T. Causley, LLC Contract

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Provide Florida Statute §468 certified Building Official, Plans Examiner(s) and Inspector(s) to perform mandatory building code administration, plan reviews, inspections, and product or material approvals associated with any of the General Building, Structural, Mechanical, Electrical and Plumbing building components (hereinafter "Services") on behalf of the TOWN OF LADY LAKE as their agent so as to reasonably assure compliance with the Florida Building Code, local administrative and technical amendments and the Lady Lake Code of Ordinances, in accordance with the following:

The rate of compensation for these services shall be billed at an hourly rate in accordance with the attached Fee Schedule as depicted by Exhibit "B". However, compensation for such services shall not exceed \$160,000 per fiscal year.

The CONSULTANT shall provide other services as agent of the TOWN, which may include: review and investigation of violations of building codes, and assessment of damage after a natural disaster. The rate of compensation for those other services not related to a permit will be billed in accordance with the rates as depicted in the fee schedule as submitted in the bid proposal in response to RFP No. 2016-0005.

All Inspections will be performed on a daily or as needed, basis provided that notice is obtained by 4:30 p.m. on the preceding day. Additionally, the CONSULTANT'S personnel will be available to the TOWN via cell phone during normal business hours, fax, or email 24-hours per day.

In addition to using the CONSULTANT'S tracking and scheduling tools, the CONSULTANT will provide the TOWN with monthly and/or quarterly reports regarding activities related to permitting as requested by the TOWN.

CONSULTANT shall not charge the Town in excess of the fees agreed upon in this Agreement and will pay at CONSULTANT'S own expense all wages, payroll, employee benefits, Nextel radios, vehicles, fuel, worker's compensation insurance associated with the required technical personnel, and any other costs or fees associated with CONSULTANTS' business.


The TOWN will provide, at its discretion, office space for meetings, badges/ID's, office telephone, permit clerks, and administrative personnel, additional personnel may be requested as an additional service on an as needed basis. The TOWN'S administrative personnel or Commission, where applicable, will approve all site plans, accept building permit applications and associated paperwork, issue building permits and collect all related fees.

The CONSULTANT will meet with contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns as they relate to the plan review or inspection duties, including providing guidance on applications for building permits.

**M.T. Causley, LLC Contract**

The CONSULTANT will perform other duties that are related or incidental to primary responsibilities of plan examiners, inspectors and code enforcement that are pertinent to the site or building subject to the permit issued as part of the "Services" described herein.

The CONSULTANT may be required to attend meetings or to provide professional consultation to TOWN officials and staff in connection with the assigned work or related projects as part of the "Services" described herein.

 The TOWN of Lady Lake agrees that they will not hire any of CONSULTANT'S current ~~or former~~ employees during the contract period or within twelve (12) months of termination of the contract. In the event that the TOWN violates this clause, CONSULTANT shall have the right of injunctive relief and the TOWN shall be responsible for all costs associated with CONSULTANT'S claim regarding such.

M.T. Causley, LLC Contract

**EXHIBIT "B"**  
**FEE SCHEDULE**

M.T. Causley will provide the required services at the following rates:

Service	Discipline	Rate Per Hour
Building Official	Building Official	\$70.00
All inspection services excluding natural disaster events and construction plan review	Building Inspector:	\$67.50
	Mechanical, Electrical, and/or Plumbing Inspector:	\$67.50
Review and process construction plans for obtaining building permits on an as-needed basis	Building Plans Examiner:	\$67.50
	Mechanical, Electrical, and/or Plumbing Plans Inspector:	\$67.50
Perform all inspection and construction plan review services during natural disaster events	Building Inspector:	\$77.50
	Mechanical, Electrical, and/or Plumbing Inspector:	\$77.50
Performing all inspection services, excluding natural disaster events and construction plan review, in excess of 40 hours per week	Building Inspector:	\$100.00
	Mechanical, Electrical, and/or Plumbing Inspector:	\$100.00
Review and process construction plans for permitting (40 hours per week)	Building Plans Examiner:	\$62.50
	Mechanical, Electrical, and/or Plumbing Plans Examiner:	\$62.50

Time tracked will not include travel time. Our time starts when we check in at the Building Department to receive inspections.



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: APRIL 6, 2023

RE: Resolution Number 23-32: Approving a Purchase in Excess of \$50,000 for a Compact Track Loader

### **Introduction:**

Resolution Number 23-32 approves an expenditure in excess of \$50,000 for a compact track loader that is essential to the operation of the Water Department.

### **Background:**

The approved fiscal year 2022-2023 budget includes funds for the purchase of a compact loader for the Water Department.

The compact track loader will be replacing a compact loader that is timeworn, unreliable, and scheduled for replacement. This purchase will include attachments of a bucket with cutting edge, forks, pallet fork carriage, and a broom. This machine can be used for digging, backfilling, grading jobsites, moving pallets of materials, moving loose materials, sweeping the street, and many other tasks.

Ring Power provided bid number FSA20-EQU18.0 following the Florida Sheriff's Association Contract. The compact track loader will be purchased through piggybacking the Florida Sheriff's Association Contract.

### **Recommended Action:**

Staff recommends approval of Resolution Number 23-32

### **Policy Implications:**

Not applicable.

### **Alternatives:**

1. Approve Resolution Number 23-32
2. Deny Resolution Number 23-32

### **Discussion of Alternatives:**

1. Alternative 1 approves the Resolution.

#### **Advantages:**

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

Disadvantages:

- Fiscal impact of the purchase.

2. Alternative 2 denies the Resolution.

Advantages:

- The City would not expend \$102,074.

Disadvantages:

- The safety of City Staff is at risk if they continue to operate old, worn out equipment.
- Equipment breakdowns could cause disruption in work schedules.

**Budget/Staff Impact:**

The funds for the proposed purchase have been included in the approved Fiscal Year 2022-2023 budget.

**Prepared By:**

Melissa Fuller, Environmental Compliance Supervisor

**Reviewed By:**

Paul Shepherd, Water Superintendent

Greg Dobbins, Deputy Director Water/Wastewater

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

**Attachment(s):**

Resolution Number 23-32

Available Upon Request

Ring Power Bid Number FSA20-EQU18.0



**RESOLUTION NUMBER 23-32**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE IN EXCESS OF \$50,000 FOR A COMPACT TRACK LOADER.**

**WHEREAS**, a replacement compact loader is needed in the Water Department; and

**WHEREAS**, the City's approved 2022-2023 budget includes funds for the purchase of a replacement compact loader; and

**WHEREAS**, a quote was obtained in accordance with the City's purchasing policies through utilizing a piggyback option on Florida Sheriff's Association Contract.; and

**WHEREAS**, Ring Power is offering the compact track loader for a price of \$102,074; and

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

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

- (1) The City Commission hereby authorizes a purchase in excess of \$50,000 for a replacement compact track loader for the Water Department; and
- (2) The City Commission hereby authorizes the Purchasing Department to complete the transaction in accordance with this resolution; and
- (3) That this resolution shall become effective immediately upon passing.

**DONE AND RESOLVED**, this 6<sup>th</sup> day of April, 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

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: APRIL 6, 2023

RE: Resolution Number 23-33: Approving the Lake County Interlocal/Sub-recipient Agreement for Improvement of Roads - Rosenwald Gardens

### Introduction:

Resolution Number 23-33 approves an agreement with Lake County to obtain engineering services for the design of roadway and stormwater improvements in the Rosenwald Gardens area.

### Background:

Coolidge Street is a non-continuous road between Bates Avenue and Getford Road. With the passing of Resolution 22-39, Commission approved expanding the limited utilities along this route. A desire to expand the project to upgrade the roadways and stormwater was subsequently requested.

Staff has reached out to Lake County requesting their participation in the installation of Coolidge Road, as well as upgrading the seven crossroads from Wall Street to the new Coolidge alignment between Bates Avenue and Getford Avenue. Currently, Grant Avenue, Harlem Avenue, Dixie Avenue, Suanee Avenue, Hollywood Avenue and sections of Getford Avenue are maintained by Lake County. Virginia Avenue and sections of Coolidge Street are currently maintained by the City of Eustis. Lastly, Pine Avenue and sections of Coolidge Street are unimproved and privately maintained. This project area is also located within the limits of both the City of Eustis and unincorporated Lake County.



Upon execution of this Agreement, the City of Eustis will procure the services of a design engineer for the stormwater and roadway design. In turn, Lake County will reimburse the City a Not-to-Exceed price of \$348,280. Upon completion of the improvements, the ownership interests, along with operation & maintenance of the associated roads, will be transferred to the City.



**Recommended Action:**

Staff recommends approval of Resolution Number 23-33.

**Alternatives:**

1. Approve Resolution Number 23-33
2. Deny Resolution Number 23-33

**Discussion of Alternatives:**

1. Alternative 1 approves the Resolution.

Advantages:

- Engineering services will be paid by Lake County;
- This area of the City will have a design that brings sidewalks, lighting and stormwater into the area;
- Roadways will be connected and no longer dead-end.

Disadvantages:

- The City will obtain maintenance responsibility of additional roadways.

2. Alternative 2 denies the Resolution.

Advantages:

- The City would not be required to expend additional efforts in this area.

Disadvantages:

- These roadways would continue to be in a “subpar” condition.

**Prepared By:**

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

**Reviewed By:**

Daniel Millan, Civil Engineer

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

**Attachment(s):**

Lake County Interlocal Agreement

**RESOLUTION NUMBER 23-33**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING AN INTERLOCAL/SUB-RECIPIENT AGREEMENT WITH LAKE COUNTY TO PROVIDE FUNDING FOR ENGINEERING SERVICES TO DESIGN ROADWAY AND STORMWATER IMPROVEMENTS IN THE ROSENWALD GARDENS AREA.**

**WHEREAS**, the City desires to upgrade the roadway and stormwater utilities in the Coolidge Street/Rosenwald area; and

**WHEREAS**, the City reached out to Lake County requesting their financial participation in these upgrades; and

**WHEREAS**, Lake County has offered an Interlocal/Sub-Recipient Agreement to reimburse the City for Phase I Engineering Design and Permitting Services for these improvements; and

**WHEREAS**, through this Agreement, after plans are final and accepted by Lake County, they will reimburse the City of Eustis an amount not to exceed Three Hundred Forty-Eight Thousand, Two Hundred and Eighty and 00/100 Dollars (\$348,280.00); and

**WHEREAS**, after completion of these construction improvements, Lake County will transfer jurisdiction, ownership interests, operation and maintenance responsibilities associated with this area 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 an Interlocal/Sub-recipient Agreement for Improvement of Roads with Lake County; and
- (2) That this resolution shall become effective immediately upon passing.

**DONE AND RESOLVED**, this 6<sup>th</sup> day of April, 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 6<sup>th</sup> day of April, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

This document 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 23-33 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

**LAKE COUNTY AND CITY OF EUSTIS**  
**INTERLOCAL/SUBRECIPIENT AGREEMENT FOR IMPROVEMENT OF ROADS**

---

**THIS INTERLOCAL/SUBRECIPIENT AGREEMENT** is between **Lake County, Florida**, a political subdivision of the State of Florida (hereinafter called the “Grantor” or “County”) and **City of Eustis**, a municipal corporation organized under the laws of the State of Florida (hereinafter called the “Sub-Recipient”).

**WHEREAS**, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, the Sub-Recipient is funding a utility project for the purpose of improving the Coolidge Street area in Eustis as depicted in **Exhibit A**, attached hereto and incorporated herein, which will allow for future expansion in the neighborhood; and

**WHEREAS**, the parties have agreed that the Sub-Recipient will retain an engineering firm to design the road improvements contemplated in the Coolidge Street area and that the County will reimburse the Sub-Recipient for the Phase I Design and permitting services in an amount not to exceed **Three Hundred Forty-Eight Thousand Two Hundred and Eighty and 00/100 Dollars (\$348,280.00)**; and

**WHEREAS**, the County has initially determined that the construction phase may meet the program objective to benefit low- and moderate-income persons; and

**WHEREAS**, the City desires to collaborate with County to improve this area; and

**WHEREAS**, after completion of the improvements, it is in both the County and City’s best interest to transfer the jurisdiction, ownership interests, operation and maintenance responsibilities associated with the roads in the Coolidge Street area from the County to the City.

**NOW THEREFORE**, in consideration of the mutual premises and covenants, the parties agree as follows:

**I. SCOPE OF SERVICES**

**Project Name:** Coolidge Street Phase I Design and Permitting (the “Project”).  
**Location Map:** Exhibit A, attached hereto and incorporated herein by reference.  
**Funding Amount:** **Not to Exceed \$348,280.00**



**A. Description of Activities**

The Sub-Recipient will be responsible for retaining an engineering firm to design the road improvements contemplated in the Coolidge Street area, in compliance with any applicable requirements in light of the fact that construction of the project in this area may be eligible under a CDBG-CV Program, in a manner satisfactory to the Grantor and consistent with any standards required as a condition of providing these funds or future construction funding. A description of the scope of work as well as graphic depictions are attached as **Exhibit B**.

**B. National Objectives**

The Sub-Recipient believes that the construction activities contemplated to occur after completion of this Agreement may meet one or more of the following CDBG National Objectives and intends to apply for Community Development Block Grant (CDBG) funding for the second phase of this Project:

1. Benefits Low-moderate income individuals

The construction project may meet the national objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2) low/moderate income limited clientele. Sub-Recipient understands that while CDBG-CV funds may not be used for the design and permitting portion of this project, CDBG-CV funds may be allocated towards the future construction in this area, and therefore certifies that Sub-Recipient will take all steps necessary to maintain project eligibility.

**II. TIME OF PERFORMANCE**

The Project shall start on the date this Agreement is fully executed (hereinafter the “Effective Date”) and shall be completed 12 months from the Effective Date. To monitor the implementation of the Project, Sub-Recipient is required to complete and submit the PROJECT MILESTONE CHART included in **Exhibit C**, to the Grantor by the 10th day of each month. The terms of this Agreement and the provisions herein shall be extended to cover any additional time during which the Sub-Recipient remains in control of CDBG-CV funds or other assets including program income.

**III. BUDGET**

It is expressly agreed and understood that the total amount to be paid under this Sub-Recipient Agreement shall not exceed **\$348,280.00**. If any portion of the Sub-Recipient’s project(s) is determined to be an ineligible expenditure, the funds must be repaid to the County. Terms of such repayment will be set by County in writing, if applicable. A detailed budget shall be provided to County upon request.

**IV. PAYMENT**

Payment to Subrecipient shall be made after plans are final and accepted by County, and City submits the final invoice to County for full reimbursement of all qualifying expenses, in accordance with the

Prompt Payment Act, Florida Statutes, Chapter 218.

## V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

**Grantor:**

Lake County  
Attn: Fred Schneider, Assistant County Manager  
P.O. Box 7800  
Tavares, Florida 32778

CC: County Attorney's Office  
P.O. Box 7800  
Tavares, FL 32778

**Subrecipient:**

City of Eustis  
Attn: City Manager, Tom Carrino  
City Hall, 10 North Grove Street  
Eustis, FL 32726

## VI. SPECIAL CONDITIONS

- A. Prior to any construction related to this road improvement project, Sub-Recipient will fully participate with meeting all requirements to put this project through the environmental review record (ERR) process with the County's consultant to ensure that the project meets the national objective.
- B. Within three years of the date of the agreement between the Grantor and Sub-Recipient awarding CDBG-CV funds, 80% of the CDBG-CV funds must be expended. 100% of the CDBG-CV funds must be expended within six years from date of the grant award.
- C. A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- D. All staff costs covered by this grant, including any retroactive costs, must be fully documented and timesheets provided for each staff position covered. Beneficiaries from this time must also be reported.

E. Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community; the need must have arisen within 18 months; and the Sub-Recipient must demonstrate and certify there are no other funds available to address the need.

All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination.

## VII. GENERAL CONDITIONS

### A. General Compliance

The Sub-Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning CDBG). The Sub-Recipient also agrees to comply with all other applicable Federal, State, and Local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-Recipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantor shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, medical insurance, and Worker’s Compensation Insurance as the Sub-Recipient is an independent contractor.

### C. Hold Harmless

The Sub-Recipient shall hold harmless, defend, and indemnify the Grantor from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-Recipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

### D. Insurance and Bonding

The Sub-Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and undue physical damage. At a minimum the Sub-Recipient shall carry the following:

1. Sub-Recipient shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the Grantor, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Grantor, insuring the Sub-Recipient against any and all claims, demands, or causes of action whatsoever, for injuries received or damage

to property relating to the performance of duties, services and obligations of the Sub-Recipient under the terms and provisions of this Agreement. An original certificate of insurance, indicating that the Sub-Recipient has coverage in accordance with the requirements of this section, must be furnished by Sub-Recipient to the Grantor’s Project Manager and Procurement Services Director within five working days of such request and must be received and accepted by the Grantor prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance must insure Sub-Recipient in accordance with the following minimum limits:

- a) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- b) Property insurance with minimum limits to cover the amount of the grant/loan awarded. **Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners** shall be named as mortgagee for the property at which the grant/loan is awarded. All Other Perils and Wind/Hail deductibles shall be noted on the Certificate of Insurance.
  - c) Worker’s compensation insurance coverage for all of its employees involved in the performance of this Agreement.
2. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as an additional insured as their interests may appear on all applicable policies.
  3. Sub-Recipient must provide 30 days prior written notice to Grantor of any change, cancellation, or nonrenewal of the required insurance.
  4. Sub-Recipient must provide a copy to the Grantor of all policy endorsements, reflecting the required coverage, with Grantor listed as an additional insured along with all required provisions to include waiver of subrogation. A certificate of insurance will not be accepted in lieu of the policy endorsements.
  5. Certificates of insurance must evidence a waiver of subrogation in favor of the

Grantor, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the Grantor.

6. Certificate holder must be:

**LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS  
P.O. BOX 7800 TAVARES, FL 32778-7800**

7. All self-insured retentions must appear on the certificates and will be subject to approval by the Grantor. At the option of the Grantor, the insurer must reduce or eliminate such self-insured retentions, or Sub-Recipient will be required to procure a bond guaranteeing payment of losses and related claims expenses.
8. The Grantor will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of Sub-Recipient and subcontractor providing such insurance.
9. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.
10. Neither approval by the Grantor of any insurance supplied by Sub-Recipient nor a failure to disapprove that insurance, will relieve Sub-Recipient of full responsibility of liability, damages, and accidents as set forth in this Agreement.

**E. Grantor Recognition**

The Sub-Recipient shall ensure recognition of the role of the grantor entity in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**F. Amendments or Modifications**

Any program modification requested by Sub-Recipient must be requested at least ninety (90) days prior to the end of the term of this Sub-Recipient Agreement. No modification or amendment to this Sub-Recipient Agreement will be binding on either party unless in writing, and signed by both parties.

If the Grantor's Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, Sub-Recipient will be notified in writing and such notification will constitute an official amendment.

The Grantor may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantor and Sub-Recipient.

**G. Suspension or Termination**

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension, or termination may occur if the Sub-Recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of at least thirty (30) days.

Partial termination of the Scope of Service may only be undertaken with the prior approval of the Grantor. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other material prepared by the Sub-Recipient under this Agreement shall at the option of the Grantor, become the property of the Grantor, and the Sub-Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantor may also suspend or terminate this Agreement, in whole or in part, if the Sub-Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantor may declare the Sub-Recipient ineligible for any further participation in the Grantor’s contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub-Recipient is in noncompliance with any applicable rules or regulations, the Grantor may withhold up to 15 percent of said contract funds until such time as the Sub-Recipient is found to be in compliance by the Grantor or is otherwise adjudicated to be in compliance.

**VIII. ADMINISTRATIVE REQUIREMENTS**

**A. Financial Management**

1. Accounting Standards: The Sub-Recipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Internal Controls: The Sub-Recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.
3. Cost Principles: The Sub-Recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, “Cost Principles.” These principles shall be applied for

all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

1. Records to be maintained: The Sub-Recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:
  - a) Records providing a full description of each activity undertaken;
  - b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - c) Records required to determine the eligibility of activities;
  - d) Records required to document the acquisition, improvement, use or disposition of property acquired or improved with CDBG assistance;
  - e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - f) Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D;
  - g) Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. Retention: The Sub-Recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five years from the date of submission of the final expenditure report for activities funded hereunder. Records for non-expendable property acquired with funds under this Agreement shall be retained for five years after final disposition of such property. Records for any displaced person must be kept for five years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
3. Client Data: The Sub-Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, age, head of household, family size, or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantor, Grantor's monitors, or their designees for review upon request.
4. Disclosure: The Sub-Recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantor's or Sub-Recipient's responsibilities with respect to services provided under this Agreement, is prohibited

unless written consent is obtained from such person receiving services and, in the case of a minor, that of a responsible parent/guardian. Notwithstanding the foregoing, the Sub-Recipient shall comply with the Florida public records' laws where applicable.

5. Property Records: The Sub-Recipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.
6. Close outs: The Sub-Recipient's obligation to the Grantor shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantor), and determining the custodianship of records.
7. Audit & Inspections: All Sub-Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantor, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantor or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-Recipient within 30 days after receipt by the Sub-Recipient. Failure of the Sub-Recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantor policy concerning Sub-Recipient audits and, as applicable, 2 CFR Part 200 subpart F.

**C. Reporting and Payment Procedures**

1. Program Income: The Sub-Recipient shall report yearly income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG-CV funds made available under this Agreement. The use of program income by the Sub-Recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-Recipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantor at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantor.
2. Indirect costs: If indirect costs are charged, the Sub-Recipient will develop an indirect cost allocation plan for determining the appropriate Sub-Recipient's share of administrative costs and shall submit such plan to the Grantor for approval, in a form



specified by the Grantor. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200— State/LocalGovernment-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure: The Grantor will pay to the Sub-Recipient funds available under this Agreement based upon information submitted by the Sub-Recipient and consistent with any approved budget and Grantor policy concerning payments. Except for certain advances, payments will be made for eligible expenses actually incurred by the Sub-Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantor in accordance with advance fund and program income balances available in Sub-Recipient accounts. In addition, the Grantor reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantor on behalf of the Sub-Recipient. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Prompt Payment Act.
4. Progress Report: The Sub-Recipient shall submit Quarterly Progress Reports to the Grantor or as otherwise specified by the Grantor, on forms specified by the Grantor, if any.

**D. Procurement**

1. Compliance: The Sub-Recipient must establish written procurement procedures and shall comply with current Grantor policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. ***All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantor upon termination of this Agreement.***
2. All procurement must comply with 2 CFR 200.
  - a) Sub-Recipients must avoid purchasing unnecessary items.
  - b) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government.
  - c) Solicitations for goods and services provide for all of the following:
    - i. A clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
    - ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
    - iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable

- standards.
- iv. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
  - v. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
  - vi. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d) Positive efforts shall be made by Sub-Recipient to utilize small businesses, minority-owned companies, and women’s business enterprises, whenever possible. Sub-Recipients of Federal awards must take the following steps to further this goal:
- i. Ensure that small businesses, minority-owned companies, and women’s business enterprises are used to the fullest extent practicable;
  - ii. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies, and women’s business enterprises;
  - iii. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies, and women’s business enterprises;
  - iv. Encourage contracting with consortiums of small businesses, minority-owned companies, and women’s business enterprises when a contract is too large for one of these firms to handle individually; and
  - v. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies, and women’s business enterprises.
- e) The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the Sub-Recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The “cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting shall not be used.
- f) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources, or accessibility to other necessary resources.

- g) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.
  - h) Sub-Recipients shall, on request, make available for the Federal awarding agency and the Grantor, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
    - i. A Sub-Recipient’s procurement procedures or operation fails to comply with the procurement standards in HUD’s implementation of 2 CFR Part 200 Subpart D.
    - ii. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
    - iii. The procurement, which is expected to exceed the small purchase threshold, specifies a “brand name” product.
    - iv. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
    - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
  - i) Sub-Recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. Travel: The Sub-Recipient shall obtain written approval from the Grantor for any travel outside the State of Florida with funds provided under this Agreement.

**E. Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement must be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Sub-Recipient shall transfer to the Grantor any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-Recipient’s control that was acquired or improved, in whole or in part, with funds under this Sub-Recipient Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 for 15 years after the expiration of this Agreement. If the Sub-Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-Recipient shall pay the Grantor an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantor. The Sub-Recipient may retain real property acquired or improved under this Agreement after the expiration of the fifteen-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-Recipient for activities under this Agreement shall be (a) transferred to the Grantor for the CDBG program or (b) retained after compensating the Grantor (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

**IX. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. Compliance: The Sub-Recipient agrees to comply with the laws of the State of Florida and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
2. Nondiscrimination: The Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, or marital/familial status with

regard to public assistance. The Sub-Recipient will take affirmative actions to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantor and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
4. Section 504: The Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantor shall provide the Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
5. Fair Housing: The Sub-Recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that Grantors administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. The Sub-Recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Grantor's actions to comply with the Grantor's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the Grantor (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

**B. Affirmative Action**

1. Approved Plan: The Sub-Recipient agrees that it shall be committed to carry out

pursuant to the Grantor’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1965. The Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. **WBE/MBE:** The Sub-Recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “minority and female business enterprise” means a business at least 51% owned and controlled by a minority group or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. **Access to Records:** The Sub-Recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantor, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. **Notifications:** The Sub-Recipient will send to each labor union or representative of workers with which it has collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Sub-Recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. **EEO/AA Statement:** The Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Recipient; state that it is an Equal Opportunity or Affirmative Action employer.
6. **Subcontract Provisions:** The Sub-Recipient will include the provisions of the paragraphs entitled Civil Rights and Affirmative Action in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub recipients or subcontractors.

**C. Employment Restriction**

1. **Prohibited Activity:** The Sub-Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. **Labor Standards:**

- a) The Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-Recipient shall maintain documents which shall be made available to the Grantor for review upon request.
  - b) The Sub-Recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantor pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.
  - c) The Sub-Recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 applies to this program.
3. “Section 3” Clause:
- a) Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantor, the Sub-Recipient and any of the Sub-Recipient’s sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantor, the Sub-Recipient, and any of the Sub-Recipient’s sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Sub-Recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-Recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

*“The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended,*

*12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.”*

The Sub-Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low- and very-low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and Sub-Recipient should award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very-low income persons residing within the service area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very-low income residents within the service area or the neighborhood in which the Project is located, and to low- and very-low income participants in other HUD programs.

The Sub-Recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- b) Notifications: The Sub-Recipient agrees to post copies of a notice advising workers of the Contractor’s commitments under Section 3 in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- c) Subcontracts: The Sub-Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.



- d) Compliance with Grantor’s Section 3 Plan (Public Facility projects over \$200,000): The Sub-Recipient agrees to comply with the provisions of the Section 3 Plan.

**D. Conduct**

1. Assignability: The Sub-Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantor thereto; provided, however, that claims for money due or to become due to the Sub-Recipient from the Grantor under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantor.
2. Subcontracts:
  - a) Approvals: The Sub-Recipient shall not enter into any subcontracts with any agency or individuals in the performance of this contract without the written consent of the Grantor prior to the execution of such contract.
  - b) Monitoring: The Sub-Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
  - c) Content: The Sub-Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - d) Selection Process: The Sub-Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantor along with documentation concerning the selection process.
3. Hatch Act: The Sub-Recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.
4. Conflict of Interest: The Sub-Recipient agrees to abide by the provisions of 24 CFR 200 and 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-Recipient further covenants that in the performance of the agreement no person having such a financial interest shall be

employed or retained by the Sub-Recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantor, or of any designated public agencies or sub recipients which are receiving funds under the CDBG and/or CDBG-CV programs.

5. Lobbying: The Sub-Recipient hereby certifies that:
- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative contract.
  - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative contract, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
  - c) It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative contracts) and that all sub recipients shall certify and disclose accordingly.
  - d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
  - e) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 6. Rights to Inventions Made under Contract or Agreement: If the Federal award meets the definition of “funding contract” under 37 CFR §401.2 (a) and the Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding contract,” the Sub-Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 7. Religious Organization: The Sub-Recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

**E. Code of Conduct**

The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. However, Sub-Recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-Recipient.

**X. ENVIRONMENTAL CONDITIONS**

The Sub-Recipient shall carry out the Project in compliance with all Federal laws and regulations, except that the Sub-Recipient does not assume the Grantor’s environmental responsibilities described in 24 CFR 570.604, if any, and the Sub-Recipient does not assume the Grantor’s responsibility for initiating the review process under the provisions of 24 CFR part 52.

**A. Air and Water**

The Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

**B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**C. Lead Based Paint**

The Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

**D. Historic Preservation**

The Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older that are included on a Federal, State or local historic property list.

**E. Architectural Barriers Act of 1968 and Americans with Disabilities Act**

The Sub-Recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

**F. E.O. 12373 – Interagency Review**

The Sub-Recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

**XI. GENERAL PROVISIONS**

**A. Severability.**

If any provision of this Agreement is held invalid, the remainder of the contract shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**B. Public Records.**

To the extent that Section 119.0701, Florida Statutes, applies to the Sub-Recipient, it shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the Grantor to perform the Projects identified in this Agreement.
2. Upon request from the Grantor's custodian of public records, provide the Grantor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this contract if the Sub-Recipient does not transfer the records to the Grantor.
4. Upon completion of this Agreement, transfer, at no cost, to the Grantor all public records in possession of the Sub-Recipient to keep and maintain public records required by the Grantor to perform the Project. If Sub-Recipient transfers all public records to the Grantor upon completion of this Agreement, Sub-Recipient shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Sub-Recipient keeps and maintains public records upon completion of this Agreement, Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Grantor, upon request from the Grantor's custodian of public

records, in a format that is compatible with the information technology systems of the Grantor.

5. Failure to comply with this subsection will be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

**IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUB-RECIPIENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FRED SCHNEIDER AT LAKE COUNTY DEPARTMENT OF PUBLIC WORKS, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, FL 32778, OR AT 352-253-6000, OR VIA EMAIL AT [Fred.Schneider@lakecountyfl.gov](mailto:Fred.Schneider@lakecountyfl.gov).**

6. Unless otherwise provided, Sub-Recipient shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL (“Schedule”) for State and Local Government Agencies. If Sub-Recipient receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Sub-Recipient shall continue to maintain all service records until final resolution of the dispute or litigation.

**C. Termination.**

1. Termination for Cause: This Agreement may be terminated by the Grantor due to Sub-Recipient’s breach of a material term of this Agreement, but only after the Grantor has provided Sub-Recipient with 45 calendar days written notice for Sub-Recipient to cure the breach and Sub-Recipient’s failure to cure the breach within that 45-day time period.If the Grantor terminates this Agreement for cause, Sub-Recipient shall return all unused funding provided to Sub-Recipient under this Agreement by the Grantor.
2. Termination Due to Unavailability of Funding: When grant funds or other funds are not appropriated or otherwise made available to support this Agreement in whole or in part, this Agreement may be terminated by the Grantor.

**D. Force Majeure.**

The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties.

Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

**E. E-Verify.**

Sub-Recipient shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by Sub-Recipient during the term of this Agreement.

Sub-Recipient shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

**F. Venue.**

This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. Sub-Recipient hereby waives its right to a jury trial for any action arising from this Agreement.

**G. Captions.**

The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

**H. Binding Effect.**

This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**I. No Waiver.**

The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

**J. Entire Contract.**

This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary.

previously made. The following Exhibits are attached and incorporated herein for all purposes:

- Exhibit A: Location Map
- Exhibit B: Scope of Work
- Exhibit C: Project Milestone Chart

**IN WITNESS WHEREOF**, the parties through their authorized representatives have signed this agreement on the dates under each signature:

**COUNTY**

**BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Gary J. Cooney, Clerk  
Board of County Commissioners of  
Lake County, Florida

\_\_\_\_\_  
Kirby Smith, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh  
County Attorney



**SUB-RECIPIENT**

**CITY OF EUSTIS**

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

\_\_\_\_\_  
Michael Holland, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to form and legality:

\_\_\_\_\_  
Sasha Garcia  
City Attorney

EXHIBIT A: LOCATION MAP



**EXHIBIT B: SCOPE OF WORK**

**SCOPE OF SERVICES**

**A. Principal Tasks**

The Subrecipient will be responsible to retain an engineering firm and work with that firm to provide complete and final design and permitting for the road improvements contemplated in the Coolidge Street area in Eustis, as depicted below. The Sub-Recipient will pay the engineering firm directly and will be eligible for reimbursement from County upon submission and acceptance of the final plans, as described herein.

**B. Staffing**

The Subrecipient shall assign the following staff as Key Personnel to the Project:

Staff Member, Title	General Program Duties	Time Allocation
Rick Gierock, Public Works Director	Project Manager for Engineering, Permitting, and Plans Production	

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

**C. Periodic and Final Approval**

The County shall be entitled to approval of the final plans submitted under this contract. The County will monitor the performance of the Sub-Recipient against goals and performance standards as described herein. Substandard performance as determined by the County will constitute noncompliance with this contract. If action to correct such substandard performance is not taken by the Sub-Recipient within a reasonable period of time, e.g., 30 days, after being notified by the County, contract suspension or termination procedures will be initiated.

**D. Scope of Work**

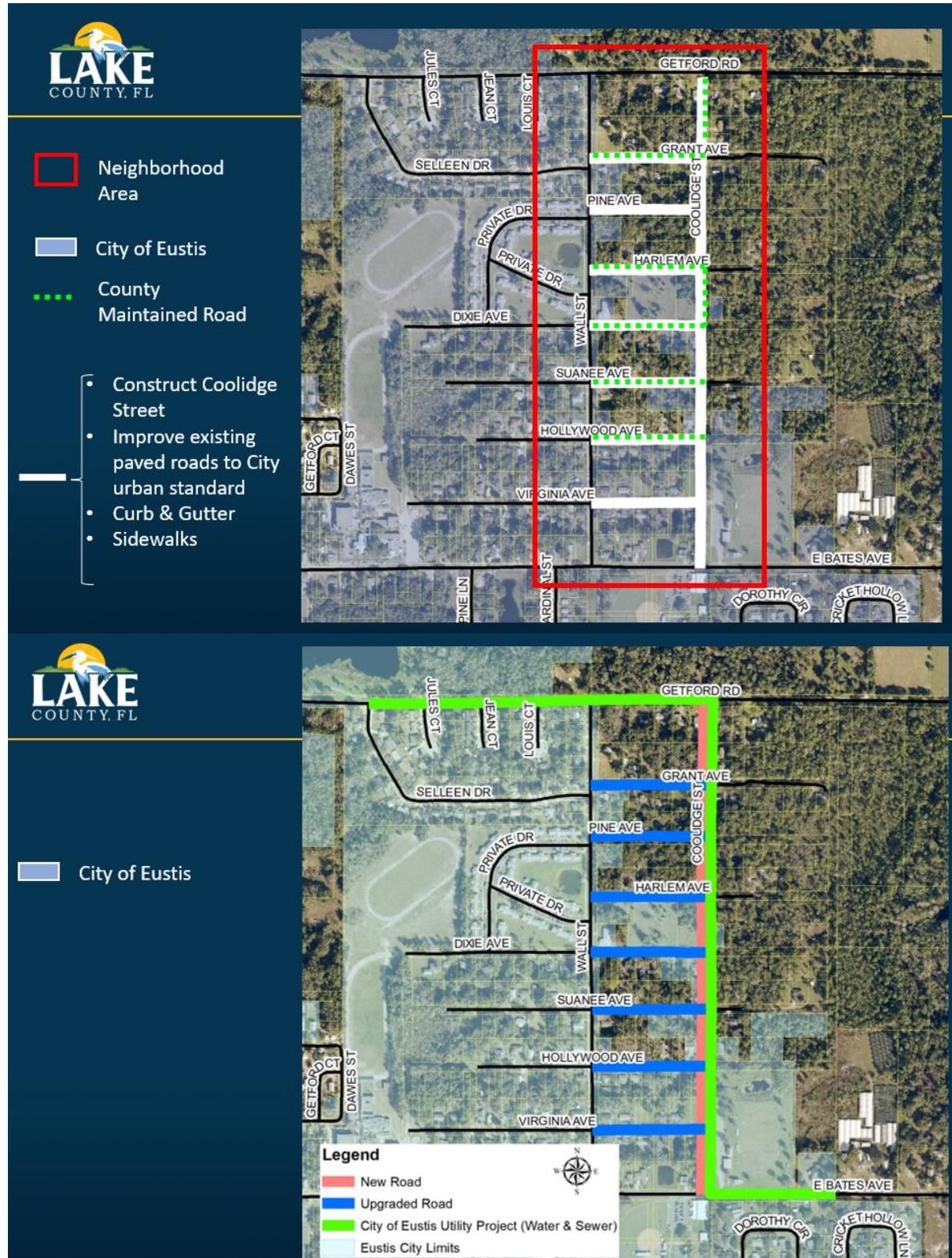
The project is for engineering services for the Coolidge Street roadway extension from Bates Avenue to Getford Road. The roadway extension length is approximately 2,700 linear feet and the proposed typical section is a two-lane, undivided roadway with curb and gutter and sidewalk. This scope also includes the following roads to be improved to urban design with curb and gutter stormwater system and sidewalk:

- Virginia Avenue – approx. 550 feet of pavement rehabilitation
- Hollywood Avenue - approx. 550 feet of pavement rehabilitation
- Suanee Avenue - approx. 550 feet of pavement rehabilitation
- Dixie Avenue – approx. 550 feet of pavement rehabilitation
- Harlem Avenue – approx. 550 feet of pavement rehabilitation

- Pine Avenue – approx. 550 feet of roadway extension for a two-lane, undivided roadway
- Grant Avenue – approx. 550 feet of pavement rehabilitation

The existing right of way width of the Coolidge Street corridor is 50 feet based on publicly available information and this scope assumes that additional right of way will not be required for the Coolidge Street extension. This scope includes project coordination, roadway design, drainage design, environmental assessment, permitting, signing and pavement markings design, lighting design, utility coordination, surveying services, utility investigation services, and geotechnical services. The total project length of all roads is approximately 6,550 linear feet:

EXHIBIT B: DEPICTIONS OF SCOPE OF WORK



**EXHIBIT C: PROJECT MILESTONE CHART**

<b>Milestone</b>	<b>Anticipated Dates</b>
30% Plans	On or Before:
60% Plans	On or Before:
100% Plans and Permitting	On or Before:
Final Plans	On or Before:
Project Closeout and Final Payment	On or Before:



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: APRIL 6, 2023

RE: RESOLUTION NUMBER 23-16: BUSINESS INCUBATOR PROGRAM  
INTERLOCAL AGREEMENT WITH LAKE COUNTY

---

## **Introduction:**

The City of Eustis and Lake County agree that a business incubator located in the Eustis downtown district, managed by the University of Central Florida (UCF), will help achieve the mutual economic development goals of both agencies. The business incubator will increase jobs by assisting new and growing companies get established and rooted in the community so that after graduating from the business incubator they become a permanent contributor to the overall vitality, diversity, and growth of the City and County's economy.

This Interlocal agreement specifically outlines how the City of Eustis and Lake County will work together to establish and support a UCF business incubator located in downtown Eustis.

## **Background:**

The genesis of the City's efforts to establish a business incubator began with a workshop on August 4, 2022. During that meeting, Commissioners heard presentations from staff providing important facts regarding incubators. Also, at that meeting, the University of Central Florida (UCF) made a presentation that included a proposal to partner with the City on establishing a business incubator in the downtown district. Following discussion, Commissioners asked staff to do some additional research regarding the initiative.

At its August 18 meeting, Commission voted to move forward with the project and asked staff to find out if the County had an interest in being a partner in the effort.

Following presentations by City Staff and UCF, the Lake County Board of County Commissioners, at its meeting on August 23, agreed to support the establishment of the business incubator that will be managed by UCF in the City of Eustis for use as a

Countywide program to assist new business startups, scaling young companies, and help retain post-graduate companies in Lake County.

**Summary of Agreement**

- The term of the agreement is three years
- County obligations:
  - \$150,000 per year for three years
- City obligations:
  - \$50,000 per year for three years
  - Office and meeting space for incubator clients
  - Full-time staff resource for engagement
  - Utilize resources of Small Business Development Center (SBDC)
  - Offer client services virtually
  - Conduct entrepreneur bootcamps
  - Build partnerships
  - Management of the agreement with UCF
  - Annual report to County

**Staff Recommendation:**

Authorize the City Manager to execute the Business Incubator Program Interlocal Agreement with Lake County

**Prepared by:**

Al Latimer, Economic Development Director

**Attachments:**

Resolution Number 23-16 with Attached Agreement



**RESOLUTION NUMBER 23-16**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS,  
LAKE COUNTY, FLORIDA; APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF EUSTIS AND LAKE COUNTY TO ESTABLISH A  
BUSINESS INCUBATOR**

**WHEREAS**, THE Commission finds that business incubators are part of a comprehensive economic development strategy; and

**WHEREAS**, business incubators facilitate job creation by providing startup and young businesses with specialized assistance and services; and

**WHEREAS**, the City of Eustis desires to have more entrepreneurs receive the assistance and services offered through a business incubator; and

**WHEREAS**, statistically in excess of 80 percent of businesses remain in the community after graduating from a business incubator; and

**WHEREAS**, the Lake County Board of County Commissioners wants the establishment of a business incubator in the City of Eustis to be available to entrepreneurs, startups, and early stage businesses countywide; and

**WHEREAS**, the Lake County Board of County Commissioners has made a three-year commitment to the City of Eustis to help fund the operations of a business incubator in the City;

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission approves the Interlocal agreement between the City and Lake County to establish a business incubator in the City of Eustis.

**DONE AND RESOLVED** this 6th day of April, 2023, in regular session of the City Commission of the City of Eustis, Florida.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 23-16 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

**BUSINESS INCUBATOR PROGRAM**

*{Funding Agreement with the City of Eustis}*

**THIS IS AN INTERLOCAL AGREEMENT** by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, and the City of Eustis, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the CITY.

**WITNESSETH:**

**WHEREAS**, on August 23, 2022, the City Manager addressed the Board of County Commissioners seeking support for the creation of a business incubator in conjunction with the University of Central Florida (UCF) and the City Commission; and

**WHEREAS**, business incubators are an integral part of comprehensive economic development strategies that help to grow local economies; and

**WHEREAS**, UCF is nationally recognized for its business incubator platform and will provide staffing, expertise, guidance, services, and boot camps; and

**WHEREAS**, the CITY intends to execute an agreement for a three-year commitment of \$200,000.00 per year with UCF for the creation of a business incubator within the City Limits of Eustis;

**WHEREAS**, the COUNTY and the CITY desire to establish a business incubator within the municipal limits of the City of Eustis where local startup businesses can be supported by services that will nurture them, help them grow, and facilitate the opportunity to remain within the geographic boundaries of Lake County, Florida.

**NOW THEREFORE, IT IS AGREED:**

**1. Recitals.** The foregoing recitals are hereby adopted as legislative findings of the parties and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.

**2. Term of Agreement; Termination.** The term of this Agreement shall begin on the date the last party hereto executed the document (Effective Date) and shall terminate either on September 30, 2026, or on the same day the Incubator Agreement terminates between the City of Eustis and the University of Central Florida, unless otherwise extended in writing by mutual Agreement of the parties. Either party may terminate this Agreement upon providing the non-terminating party sixty (60) days’ notice; provided, however, that if the CITY terminates this Agreement it shall refund to the COUNTY the pro-rated annual payment for the remainder of the fiscal year in which the Agreement was terminated. If the COUNTY terminates the Agreement, the effective date of the termination shall be the last day of the fiscal year in which the Agreement was terminated and the CITY shall continue to comply with all obligations hereunder, including submitting the appropriate reporting, until the date of termination.

**3. Non-Exclusivity.** The parties agree that neither shall terminate this Agreement unless one or both parties fail to meet the terms and conditions outlined herein. Nothing in this paragraph shall prevent the COUNTY from funding or facilitating a business incubator within other municipalities or the unincorporated areas of the county at any time, except that the COUNTY shall not terminate this Agreement for the sole purpose of funding or facilitating another business incubator with funds designated for the CITY absent a finding that the CITY's failed to comply with the terms and conditions outlined in this Agreement.

**4. City Obligations.** The CITY shall be responsible for creating and operating the Business Incubator Program described herein. In connection with such Program, the CITY shall be responsible for directly providing or contracting with third parties to provide the following:

- a. \$50,000.00 per year for three years, payable directly to UCF. The parties acknowledge that the Agreement to be signed between the CITY and UCF for the creation of a business incubator within the City Limits of Eustis requires a payment of \$200,000.00 per year for three years; however, the CITY shall contribute \$50,000.00 per year and the remainder shall come from funds to be provided by the COUNTY as outlined in paragraph 5 below. A copy of the fully executed agreement shall be provided to the COUNTY by the CITY.
- b. Meeting space for 18-35 participants and office space for Incubator staff.
- c. Full-time staff resource to engage community leaders to build program awareness, identify prospect companies, build mentor and service provider networks, and work with individual companies/entrepreneurs.
- d. Leverage existing Small Business Development Center (SBDC) resources within Lake County to hold office hours and small business programming.
- e. Launch virtual incubator leveraging business incubation staff requiring companies to go through the standard incubator application process and access all incubator programming.
- f. Launch two (2) business bootcamp programs per year to support existing small businesses. Each cohort runs a 2.5-hour session per week for ten (10) weeks, supporting 20-40 companies. The bootcamp focuses on a wide range of business support modules including Business Modeling, Organizational Structure, Customer Relations, and Operations/Finance.
- g. Operations oversight of the UCF Agreement and successful operation of the business incubator.
- h. Develop partnership with entities such as Lake Technical College, Lake Sumter State College, and others to ensure a successful and large impact on businesses working with the business incubator.
- i. Continue to work on additional funding sources for the benefit of the business incubator. (e.g., EDA funding for a Feasibility Study or EDA funding to construct a standalone incubator building.)

**5. County Obligations.** The COUNTY shall provide a funding contribution to the CITY in an amount not-to-exceed **\$450,000.00**, to be paid annually as follow:

- |    |  |              |
|----|--|--------------|
| a. | First Payment (due no later than July 1, 2023):      | \$75,000.00  |
| b. | Second Payment (due no later than November 1, 2023): | \$150,000.00 |
| c. | Third Payment (due no later than November 1, 2024):  | \$150,000.00 |
| d. | Final Payment (due no later than November 1, 2025):  | \$75,000.00  |

Other than as stated herein, the COUNTY shall not be responsible for any costs associated with the operation of the business incubator program. The First Payment is contingent upon the CITY providing the COUNTY with a fully executed copy of an agreement with UCF as set forth in paragraph 4.a above. In order for the COUNTY to make the First Payment by July 1, 2023, the CITY must provide a copy of the fully executed UCF agreement no later than June 1, 2023, to allow sufficient time for the COUNTY to process the payment request, otherwise, the First Payment will be due no later than thirty (30) days after a fully executed copy of the UCF agreement is delivered to the COUNTY. All other payments will remain due November 1, 2023, so long as a fully executed copy of the UCF Agreement has been provided to the County.

**6. Annual Reporting Requirements.** No later than October 31, 2024, and each October 31 thereafter for so long as this Agreement remains in effect, the CITY shall provide a report to the COUNTY that includes the following information:

- a. Amount expended by the CITY on facility rent;
- b. Number of entrepreneur development events held;
- c. Number of participants in bootcamps and entrepreneur development workshops;
- d. Amount spent on marketing or advertising;
- e. Number of start-ups graduated from the Program;
- f. Number of Scale-ups achieved;
- g. Amount of funding/investments secured by companies;
- h. Number of jobs created;
- i. Retention of graduating companies within the City of Eustis and within the geographic boundaries of Lake County.

**7. Audit Requirements.** Upon request of the COUNTY, the CITY shall provide the COUNTY with an audit report and any supporting documentation necessary to verify the contents of the annual report required under Section 6 above. In the event the audit is deemed insufficient or does not support the use of the funds, the COUNTY may suspend payments under this Agreement until such time as the audit meets the reasonable satisfaction of the COUNTY. The COUNTY may additionally seek reimbursement of any funds not used appropriately under the terms of this Agreement.

**8. Notices.** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be

Business Incubator Agreement with the City of Eustis deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

City of Eustis:  
City Manager  
P.O. Drawer 68  
Eustis, FL 32726

County:  
County Manager  
P.O. Box 7800  
Tavares, FL 32778

cc: County Attorney’s Office  
P.O. Box 7800  
Tavares, FL 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**9. Entire Agreement.** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or Agreements to the contrary heretofore made.

**10. No Third-Party Beneficiaries.** This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

**11. Force Majeure/Emergency Non-Appropriation.** In the event CITY or COUNTY should be delayed in, or prevented from, performing or carrying out any of the Agreements, covenants, or obligations made by, and imposed upon, said party by this Agreement, by reason of or through any cause reasonably beyond its control and not attributable to its neglect, including but not limited to condemnation, order of any court granted in any bona fide adverse legal proceeding or action, explosion, fire or other act of God or public enemies, and/or emergency non-appropriation, then, in each such case or cases, the affected party shall be relieved of performance under this Agreement.

**12. Conditions Precedent.** This Agreement is contingent upon the CITY and UCF entering into an Agreement for the creation of the business incubator. If the CITY and UCF do not enter into such Agreement by June 1, 2023, this Agreement shall be null and void and the parties shall be automatically released from all obligations hereunder.

**13. Controlling Law.** This Agreement is entered into pursuant to the laws of the State of Florida and shall be construed and enforced thereunder. In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Circuit Court of Lake County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY, signing by and through its Chairman, and by the duly authorized representative of the CITY.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

\_\_\_\_\_  
Gary J. Cooney, Clerk  
Board of County Commissioners of  
Lake County, Florida

\_\_\_\_\_  
Kirby Smith, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh, County Attorney

ATTEST:

**CITY**

\_\_\_\_\_  
Christine Halloran  
City Clerk

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
This \_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to Form and Legality:

\_\_\_\_\_  
Sasha Garcia, City Attorney





# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: April 6, 2023

RE: **SECOND READING**

ORDINANCE NUMBERS 23-05, 23-06, AND 23-07: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS WITH ALTERNATE KEYS 1784077 AND 1784140

*Ordinance Number 23-05 – Voluntary Annexation*

*Ordinance Number 23-06 – Comprehensive Plan Amendment*

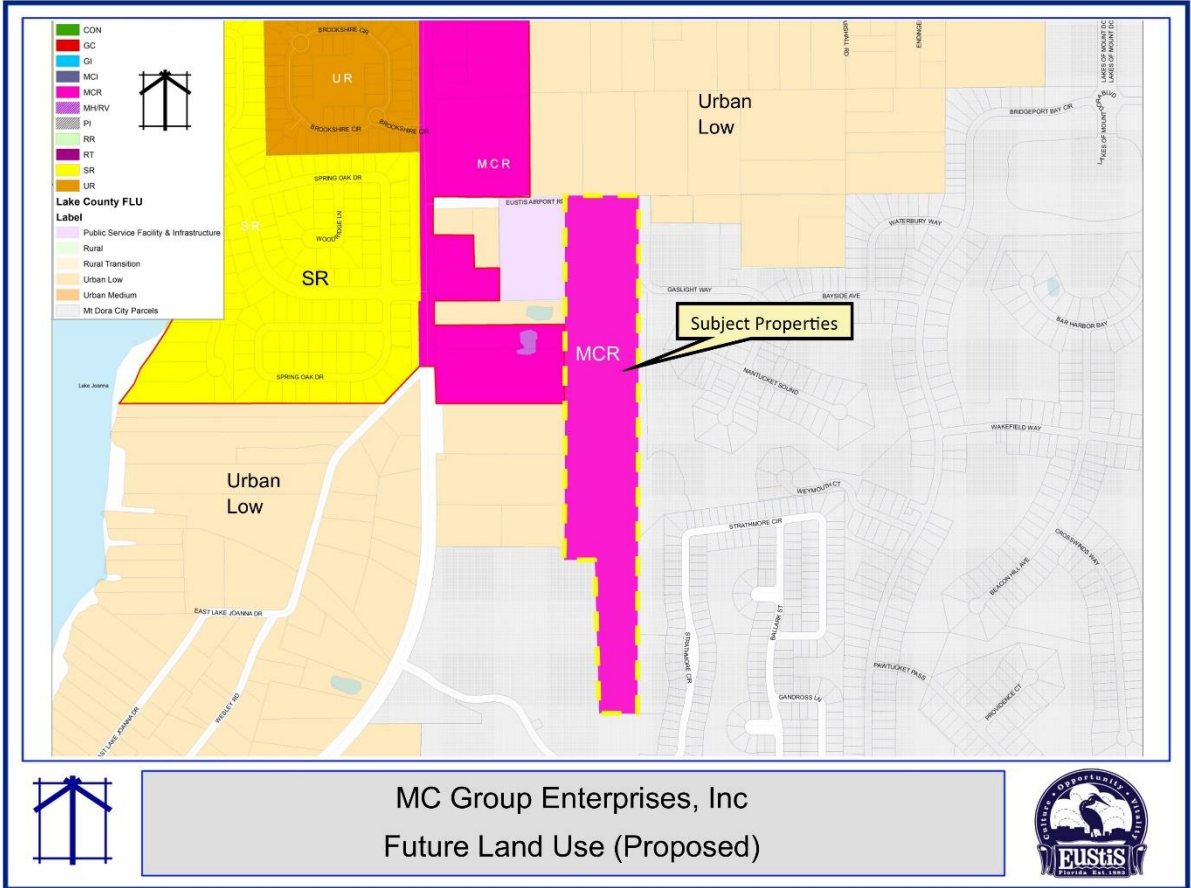
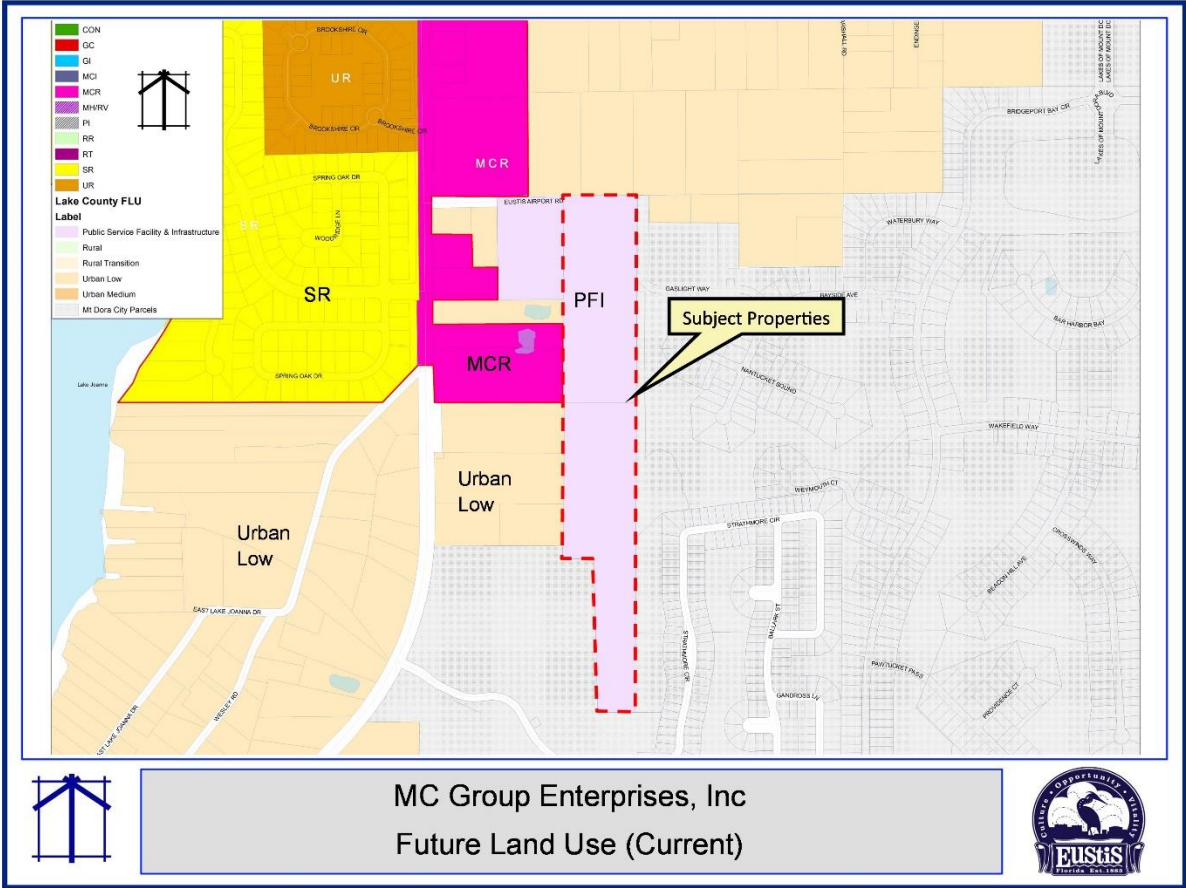
*Ordinance Number 23-07 – Design District Assignment*

## **Introduction:**

Ordinance Number 23-05 provides for the voluntary annexation of approximately 30.24 acres of land located on the east side of State Road 44, north, south, and east of the State Road 44 intersection with Lake Joanna Drive (Alternate Key Numbers 1784077 and 1784140). Provided the annexation of the subject property is approved, via Ordinance Number 23-05, Ordinance Number 23-06 would change the future land use designation from Public Facilities and Infrastructure in Lake County to Mixed Commercial Residential (MCR) in the City of Eustis, and Ordinance Number 23-07 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 23-05 is denied, then there can be no consideration of Ordinance Numbers 23-06 and 23-07.

## **Background:**

1. The site contains approximately 30.24 acres and is located within the Eustis Joint Planning Area. The site has been historically used and is currently used for the operation of a small airport. *Source: Lake County Property Appraisers' Office Property Record Card Data.*
2. The site is contiguous to the City on its northern and western boundary across the right of way for State Road 44.
3. The site has a Lake County land use designation of Public Facilities and Infrastructure, but approval of Ordinance Number 23-06 would change the land use designation to Mixed Commercial Residential (MCR) in the City of Eustis.



Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
<b>Site</b>	Vacant	Public Facilities and Infrastructure (Lake County)	N/A
<b>North</b>	Vacant / Residential	Urban Low (Lake County)	N/A
<b>South</b>	Vacant / Single Family	Mt Dora	N/A
<b>East</b>	Single Family	Mt Dora	N/A
<b>West</b>	Residential	Urban Low (Lake County) / Suburban Residential	N/A / Suburban Neighborhood

**Applicant’s Request**

The applicant and property owners, MC Group Enterprises, Inc., wish to annex the property, change the future land use to Mixed Commercial Residential (MCR), and assign a design district of Suburban Neighborhood.

The current Lake County land use designation for the subject property is Public Facilities and Infrastructure. The Lake County land use designation allows:

In the Public Facilities and Infrastructure Category; uses needed to address public facility or infrastructure needs. The maximum intensity in this category shall be 1.0. The maximum Impervious Surface Ratio shall be 0.80. TYPICAL USES INCLUDE: Civic uses; Public order and safety; Active and passive recreation facilities; Transportation facilities; Schools; Energy plants; and Utilities.

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

**Analysis of Annexation Request (Ordinance Number 23-05)**

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

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

***The subject property is located within the Joint Planning Area. Urban services and adequate capacity are available to serve future development, consistent with the requested MCR future land use designation.***

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

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

***The Joint Planning Area boundaries define the reasonably compact area where the City could provide services effectively and efficiently. The subject property lies within that planning area; it is contiguous to the City limits on the western boundary; and the owner petitioned for annexation.***

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

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

***The department published notice of this annexation in the Daily Commercial following the established requirements on March 2, 2023, and again on March 23, 2023.***

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

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

***Annexation of the subject property does not create an enclave as defined by the Florida Statutes.***

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

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

***The department provided notice to the Lake County Board of County Commissioners on February 17, 2023, via email and by Certified Mail on February 24, 2023.***

Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 23-06**)

In Accordance with the Florida Statutes Chapter 163.3177.9.:

*Discourage Urban Sprawl:*

Primary Indicators of Sprawl:

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

Review of Indicators

1. Low Intensity Development:

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

***This indicator does not apply. The requested future land use will provide for a density (12 du/acre) and the MCR designation allows for mixed-use development types.***

2. Urban Development in Rural Areas:

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

***This indicator does not apply. The subject properties are located in an urbanizing corridor between the City of Eustis, the City of Mount Dora, and unincorporated Lake County. Properties developing along the State Road 44 Corridor between US Highway 441 and State Road 44 will most likely be of a higher intensity/density as the corridor is urbanizing. The subject properties have been utilized for a private airport for decades before this request for annexation.***

3. Strip or Isolated Development:

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

***This indicator does not apply. The site is within an urbanizing corridor with commercial development to the north, and residential developments to the east, west, and south.***

4. Natural Resources Protection:

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

***This indicator does not apply. The subject property is subject to floodplain impact; however, it does not contain wetland areas. The subject properties have been utilized for a private airport for decades before this request for annexation. A formal site plan or subdivision review and approval is required before the site may be developed and Building permit approval is required before any structure building may begin. The Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at the time of development warrant such protection.***

5. Agricultural Area Protection:

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

***This indicator does not apply. This site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed and further developing area. The subject properties have been utilized for a private airport for decades before this request for annexation.***

6. Public Facilities:

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

***This indicator does not apply. City water is available to serve the property. Development of this parcel will maximize the use and efficiency of the City water services. City Sewer is available with adequate capacity to serve the property and will be addressed via the site development process.***

7. Cost Effectiveness and Efficiency of Public Facilities:

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

***This indicator does not apply. Adequate capacity is available to serve the existing and future development consistent with the requested MCR future land use designation. The City provides these services to other properties in the area, so efficiency will improve. The level of service for SR 44 is strained, however, the State of Florida Department of Transportation has capacity projects planned.***

8. Separation of Urban and Rural:

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

***This indicator does not apply. No nearby properties contain active agricultural activities or use. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses. The proposed MCR land use designation and the Suburban Neighborhood design district are compatible with the existing development pattern. The subject properties have been utilized for a private airport for decades before this request for annexation.***

9. Infill and Redevelopment:

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

***This indicator does not apply. This property is a logical extension of services and development for the city. The area of this annexation is located in an urbanizing area between the City of Eustis and the City of Mount Dora.***

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

***This indicator does not apply. The site is surrounded by single-family development on the adjacent properties, which is consistent with permitted uses in the area. A variety of other uses are evident, including various commercial uses, Within .25 to .5 miles of the subject property. The MCR District allows for a mix of residential, commercial and office uses.***

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

***This indicator does not apply. The site does not contain functional open space and is not connected to regionally significant open space. The subject properties have been utilized for a private airport for decades before this request for annexation.***

13. Urban Sprawl:

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

a. Direction of Growth:

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

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

b. Efficient and Cost-Effective Services:

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

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

c. Walkable and Connected Communities:

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

***At the time of development, the site must meet the City's Land Development Regulations relating to connection and sidewalks. State Road 44 is not City infrastructure and does not currently have a sidewalk system. Interconnectivity to existing and future uses may be possible internally and shall be encouraged.***

d. Water and Energy Conservation:

Promotes the conservation of water and energy.

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

e. Agricultural Preservation:

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

***Not applicable; this site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed residential area. The subject properties have been utilized for a private airport for decades before this request for annexation.***

f. Open Space:

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

***This is not applicable. The site does not provide functional open space or natural areas on a regional basis. Minimum open space is required based on the City Land Development Regulations, and minimum park space is also required to serve the development of the property if residential uses are proposed.***

## g. Balance of Land Uses:

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

***The proposed land use allows for both residential and commercial uses. Existing commercial development exists in close proximity to serve the residential population.***

## h. Urban Form Densities and Intensities:

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

***Not applicable.***

### **In Accordance with Comprehensive Plan Future Land Use Element Appendix:**

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

#### *Major Categories of Plan Policies:*

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

#### 1. General Public Facilities/Services:

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

##### a. Emergency Services Analysis:

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

##### b. Parks & Recreation:

***In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and App***



**Report. The results show that a surplus of park area exists up to and beyond City's population of 20,015. The current population is approximately 24,500. Pursuant to Comprehensive Plan policies and Land Development Regulations, residential development will be required to provide on-site park amenities.**

- c. Potable Water & Sanitary Sewer:  
**Water and sewer are available to the subject property. Both the water and sewer systems have adequate capacity to serve the development of the property.**
  - d. Schools:  
**The proposed change should not negatively impact schools. At the time of development application verification of capacity will be required from Lake County Schools.**
  - e. Solid Waste:  
**The City contracts with Waste Management for the hauling of solid waste. The company already services properties in the general area of the subject property. Serving this property will increase efficiency in the delivery of services.**
  - f. Stormwater:  
**The Comprehensive Plan and Land Development Regulations include the level of service standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.**
  - g. Transportation Network Analysis:  
**This potential added residential development is considered to have impacts on the existing transportation system. At this time, the adjacent transportation network (SR 44) has the capacity to serve the proposed MCR property, even at a maximum development standard, full evaluation of the impacts will be reviewed based on the specific development proposal for the property. Before the development of the property, site plan approval amongst other approvals will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts. The level of service for SR 44 may be strained, however, the State of Florida Department of Transportation has capacity projects planned.**
2. **Natural Resources/Natural Features:**

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

- a. Groundwater recharge areas:

**The site may be within a recharge area, and a site-specific geotechnical and hydrologic study will be needed to determine the site-specific impact at the time of**

**development. Source: Lake County Comprehensive Plan 2030 Floridian Recharge Map.**

- b. Historical or archaeological sites:

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

- c. Flood zones:

***The subject property is impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones.***

- d. Soil and topography:

***The site soils are a mix of Myakka, Placid and Pompano sands. These sands are all typically moderately to poorly drained soils. At development application soils and geotechnical reports will be required as part of the application packages as well as for permitting for development with the applicable state agencies.***

***As site plan or subdivision, as well as, building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should condition at the time of development warrant such protection.***

### **3. Comprehensive Plan Review:**

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

#### ***Existing Land Use According to the Lake County Comprehensive Plan:***

***In the Public Facilities and Infrastructure Category; uses needed to address public facility or infrastructure needs. The maximum intensity in this category shall be 1.0. The maximum Impervious Surface Ratio shall be 0.80. TYPICAL USES INCLUDE: Civic uses; Public order and safety; Active and passive recreation facilities; Transportation facilities; Schools; Energy plants; and Utilities.***

#### ***Proposed Land Use According to the Eustis Comprehensive Plan:***

##### ***Mixed Commercial / Residential (MCR)***

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

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

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

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

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

*Residential: 15% - 25% of total MCR acreage*

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

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

*Special Provisions:*

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

- a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;*
- b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;*
- c. the arterial road frontage contains an existing mix of viable commercial and residential uses;*
- d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;*

*(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.*

### **Comparison of Lake County Development Conditions**

The existing Lake County future land use designation of the property is Public Facilities and Infrastructure, which provides for a range of institutional and public facility and infrastructure type development in addition to civic, commercial and office uses at an appropriate scale and intensity to serve this category.

The MCR would allow 12 du/acre and provide the allowance for a mix of commercial residential and office-type uses.

### **Proposed Residential Land Uses.**

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

**The area already includes a mix of uses including single-family residential and commercial uses.**

**Proposed Non-Residential Land Uses.**

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

**Not applicable.**

1. Transportation:

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

**This potential added development is considered to not have negative capacity impacts on the existing transportation system. At this time, the adjacent transportation network (SR 44) has the capacity to serve the proposed MCR property, even at a maximum development standard, without negatively affecting the adopted level of service. A traffic Analysis will be required as part of any site development proposal when it is presented to the City of Eustis.**

2. Water Supply:

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

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

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

*Standards for Review:*

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

a. *Consistent with Comprehensive Plan:*

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

**The proposed amendment is consistent with the Comprehensive Plan.**

b. *In Conflict with Land Development Regulations:*

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

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

c. *Inconsistent with Surrounding Uses:*

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

**City commercial uses are located to the north within 500 feet of the property and residential uses are located in the surrounding area with varying densities. The proposed MCR does allow for greater densities than the current surrounding residential.**

d. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

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

e. *Demand on Public Facilities:*

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

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

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

f. *Impact on Environment:*

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

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

g. *Orderly Development Pattern:*

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

***The site is contiguous to the City limits. The annexation would create a logical development pattern as it extends the City limits to a more natural boundary in this area (SR 44 Corridor). This would further the eventual goal of a Eustis area under one local government jurisdiction.***

***The requested MCR future land use designation, coupled with a Suburban Neighborhood design district designation, provides for a consistent development transect.***

***The requested land use provides for a transition in density and intensity from City of Eustis Suburban Residential to the west.***

***h. Public Interest and Intent of Regulations:***

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

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

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

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

***i. Other Matters:***

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

***No other matters.***

### **Applicable Policies and Codes**

**1. Resolution Number 87-34**

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

**2. Florida Statutes Chapter 171.044: Voluntary Annexation:**

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

**3. Comprehensive Plan – Mixed Commercial Residential (MCR):** This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses. General Range of Uses: This category accommodates a mix of residential, commercial office, institutional, and schools. Public and utility services that are 5 acres or less in size

- also permitted. Maximum Density: Residential densities may not exceed 12 dwelling net buildable acre. Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows: Residential: 15% - 25% of total MCR acreage Commercial/Office: 75% - 85% of total MCR acreage. The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met. Special Provisions:
- (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
    - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
    - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
    - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
    - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
  - (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.
4. Land Development Regulations Section 109-5.5(b)(1): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
  5. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: The MCR land use has a maximum density of 12 units to one acre. The MCR designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses, and provide for mixed-use development.

#### Analysis of Design District Request (**Ordinance Number 23-03**):

##### Form-Based Code:

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

##### 1. *Standards for Review*:

The Land Development Regulations include the following standards for review of an amendment to the Design District Map. In approving a change in the designation, the City

Commission shall consider: Whether the amendment is in conflict with any applicable provisions of the Code.

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

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

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

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

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

Design districts – Suburban Neighborhood

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

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

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

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

c. *Section 102-17(a)*

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

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

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

d. *Consistent with Comprehensive Plan:*

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

***The requested amendment is consistent with the Future Land Use element (including Policy FLU 1.2.4, Development Patterns and FLU 1.3.2. Maintain***



**Residential Compatibility), as well as all other elements of the Comprehensive Plan.**

e. **Consistent with Surrounding Uses:**

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

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

f. **Changed Conditions:**

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

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

g. **Public Facilities.**

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

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

h. **Impact on Environment:**

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

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

i. **Property Values:**

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

**Redistricting is not being proposed; a Eustis design district designation must be assigned to the annexed property. This request should not affect property**

**values, because the proposed Design District designation is consistent with the surrounding development patterns and design districts.**

j. *Orderly Development Pattern:*

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

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

k. *Public Interest and Intent of Regulations:*

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

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

l. *Other Matters:*

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

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

## Applicable Policies and Codes

6. Resolution Number 87-34

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

7. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

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

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

- uses. General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted. Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre. Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes and shall monitor on a citywide basis, a mix of uses as follows: Residential: 15% - 25% of total MCR acreage Commercial/Office: 75% - 85% of total MCR acreage. The composition of the mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met. Special Provisions:
- (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
    - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
    - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
    - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
    - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
  - (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.
9. Land Development Regulations Section 109-5.5(b)(1): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
  10. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: The MCR land use has a maximum density of 12 units to one acre. The MCR designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses, and provide for mixed-use development.

**Recommended Action:**

Development Services recommends approval of Ordinance Numbers 23-01, 23-02, and 23-03.

**Policy Implications:**

None

**Alternatives:**

1. Approve Ordinance Numbers 23-05 (Annexation), 23-06 (Comp. Plan Amendment), and/or 23-07 (Design District Designation).
2. Deny Ordinance Numbers 23-05, 23-06, and 23-07.

**Budget/Staff Impact:**

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

**Prepared By:**

Jeff Richardson, AICP, Deputy Development Services Director

**Reviewed By:**

Mike Lane, AICP, Development Services Director

Heather Croney, Senior Planner

**ORDINANCE NUMBER 23-05**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 30.24 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1784077 AND 1784140 GENERALLY LOCATED AT 19702 EUSTIS AIRPORT ROAD AND 18854 STATE ROAD 44, EAST OF LAKE JOANNA AND NORTH OF LOCH LEVEN.**

**WHEREAS**, Yasamin Rahmanparast, as the applicant and the principal of MC Group Enterprises, Inc., the legal owner of record, has made application for voluntary annexation of approximately 30.24 acres of real property generally located at 19702 Eustis Airport Road and 18854 State Road 44, East of Lake Joanna and North of Loch Leven, more particularly described as:

Parcel Alternate Keys: 1784077 and 1784140

Parcel Identification Number: 08-19-27-0004-000-01901 and 17-19-27-0001-000-00102

Legal Description:

Parcel 1

FROM THE SOUTHEAST CORNER OF SECTION 8 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN SOUTH 89-24-00 WEST ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 1305.12 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-36-00 WEST 1306.90 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, RUN WEST 466.67 FEET, SOUTH 00-36-00 EAST TO THE SOUTH LINE OF SECTION 8, NORTH 89-24-00 EAST 466.67 FEET TO THE POINT OF BEGINNING ORB 5330 PG 2169

Parcel 2

FROM NE COR OF SEC RUN W ALONG N LINE OF SEC 1306.12 FT FOR POB, RUN S 0DEG 36MIN E 1959.79 FT, S 89DEG 24MIN W 466.67 FT, N 0DEG 36MIN W 1959.79 FT TO N LINE OF SEC, E'LY 466.67 FT TO POB--LESS FROM NE COR OF SEC RUN N 89DEG 43MIN 49SEC W 1304.56 FT, S 00DEG 16MIN 30SEC W 1959.72 FT, N 89DEG 43MIN 30SEC W 239.22 FT FOR POB, CONT N 89DEG 43MIN 30SEC W 327.45 FT, N 00DEG 16MIN 30SEC W 1048.27 FT, S 89DEG 43MIN 49SEC E 100 FT, S 00DEG 16MIN 30SEC W 77.78 FT, S 89DEG 46MIN 03SEC E 199.64 FT, S 01DEG 21MIN 59SEC E 971.04 FT TO POB-- ORB 5330 PG 2169

(The foregoing legal description was created via optical character recognition from the applicant's PDF submittal and has not been verified for accuracy); and

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

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

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

**WHEREAS**, on March 16, 2023, the City Commission held the 1<sup>st</sup> Public Hearing to consider the voluntary annexation of the property contained herein; and

**WHEREAS**, on April 6, 2023, the City Commission held the 2<sup>nd</sup> Public Hearing to consider the voluntary annexation of the property contained herein,

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

#### **SECTION 1.**

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 30.24 acres of real property, as described above.

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

#### **SECTION 2.**

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

#### **SECTION 3.**

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

#### **SECTION 4.**

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

#### **SECTION 5.**

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

**SECTION 6.**

That this Ordinance shall become effective upon passing.

**SECTION 7.**

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

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 6th day of April, 2023.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

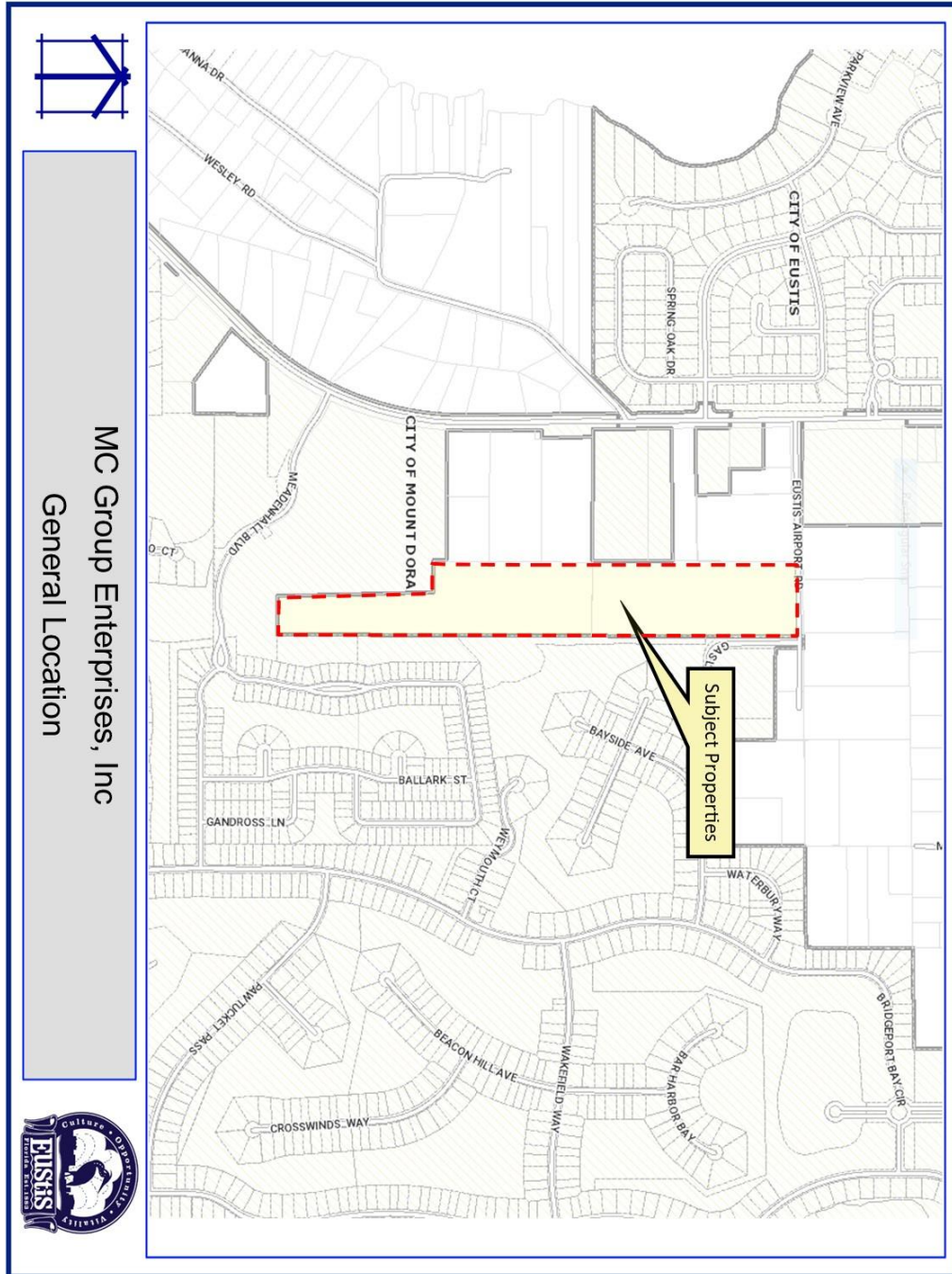
\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:  
Notary Serial No:





# EXHIBIT "A"

## GENERAL LOCATION MAP



Ordinance Number 23-05  
Annexation 2023-A-01  
19702 Eustis Airport Road and 18854 State Road 44, East of Lake Joanna and North of Loch Leven  
Page 5 of 5

**ORDINANCE NUMBER 23-06**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 30.24 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 1784077 AND 1784140 GENERALLY LOCATED AT 19702 EUSTIS AIRPORT ROAD AND 18854 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.**

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

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

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

**WHEREAS**, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 30.24 acres of real property located at 19702 Eustis Airport Road and 18854 State Road 44, East of Lake Joanna and North of Loch Leven (Alternate Key Numbers 1784077 and 1784140), and more particularly described herein as Exhibit "A"; and

**WHEREAS**, on March 16, 2023, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

**WHEREAS**, on March 16, 2023, the City Commission held the 1<sup>st</sup> Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

**WHEREAS**, on April 6, 2023, the City Commission held the 2<sup>nd</sup> Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein as Exhibit "B";

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

**SECTION 1.**

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

Parcel Alternate Keys: 1784077 and 1784140

Parcel Identification Numbers: 08-19-27-0004-000-01901 and 17-19-27-0001-000-00102

Legal Description: Exhibit "A"

## **SECTION 2.**

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

## **SECTION 3.**

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

## **SECTION 4.**

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

## **SECTION 5.**

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

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 6th day of April, 2023.

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

---

Michael L. Holland  
Mayor/Commissioner

## **ATTEST:**

---

Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 6th day of April, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

This document is approved as to form and legal content for the use and reliance of the Eustis City Commission, but I have not performed an independent title examination as to the accuracy of the legal description.

\_\_\_\_\_  
City Attorney's Office                      Date

**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 23-06 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk

**EXHIBIT "A"****LEGAL DESCRIPTION:**

## Parcel 1

FROM THE SOUTHEAST CORNER OF SECTION 8 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN SOUTH 89-24-00 WEST ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 1305.12 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-36-00 WEST 1306.90 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, RUN WEST 466.67 FEET, SOUTH 00-36-00 EAST TO THE SOUTH LINE OF SECTION 8, NORTH 89-24-00 EAST 466.67 FEET TO THE POINT OF BEGINNING ORB 5330 PG 2169

## Parcel 2

FROM NE COR OF SEC RUN W ALONG N LINE OF SEC 1306.12 FT FOR POB, RUN S 0DEG 36MIN E 1959.79 FT, S 89DEG 24MIN W 466.67 FT, N 0DEG 36MIN W 1959.79 FT TO N LINE OF SEC, E'LY 466.67 FT TO POB--LESS FROM NE COR OF SEC RUN N 89DEG 43MIN 49SEC W 1304.56 FT, S 00DEG 16MIN 30SEC W 1959.72 FT, N 89DEG 43MIN 30SEC W 239.22 FT FOR POB, CONT N 89DEG 43MIN 30SEC W 327.45 FT, N 00DEG 16MIN 30SEC W 1048.27 FT, S 89DEG 43MIN 49SEC E 100 FT, S 00DEG 16MIN 30SEC W 77.78 FT, S 89DEG 46MIN 03SEC E 199.64 FT, S 01DEG 21MIN 59SEC E 971.04 FT TO POB-- ORB 5330 PG 2169

(The foregoing legal description was created via optical character recognition from the applicant's PDF submittal and has not been verified for accuracy)



## ORDINANCE NUMBER 23-07

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 30.24 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 1784077 AND 1784140 GENERALLY LOCATED AT 19702 EUSTIS AIRPORT ROAD AND 18854 STATE ROAD 44, EAST OF LAKE JOANNA AND NORTH OF LOCH LEVEN.**

**WHEREAS**, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Neighborhood to approximately 30.24 acres of recently annexed real property further described below, and

**WHEREAS**, on March 16, 2023, the City Commission held the 1<sup>st</sup> Public Hearing to consider the Design District Amendment contained herein; and

**WHEREAS**, on April 6, 2023, the City Commission held the 2<sup>nd</sup> Public Hearing to consider the adoption of the Design District Amendment contained herein;

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

### **Section 1. Design District Designation**

That the Design District Designation of the real property described below, and more specifically in Exhibit "A", and shown in Exhibit "B", shall be Suburban Neighborhood:

Parcel Alternate Keys: 1784077 and 1784140

Parcel Identification Numbers: 08-19-27-0004-000-01901 and 17-19-27-0001-000-00102

Legal Description: Exhibit "A"

### **Section 2. Map Amendment**

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

### **Section 3. Conflict**

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

### **Section 4. Severability**

That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be

unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

**Section 5. Effective Date**

That this Ordinance shall become effective upon annexation of the subject property through approval of Ordinance Number 23-05.

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 6th day of April, 2023.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 6th day of April, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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





**EXHIBIT "A"**LEGAL DESCRIPTION:

## Parcel 1

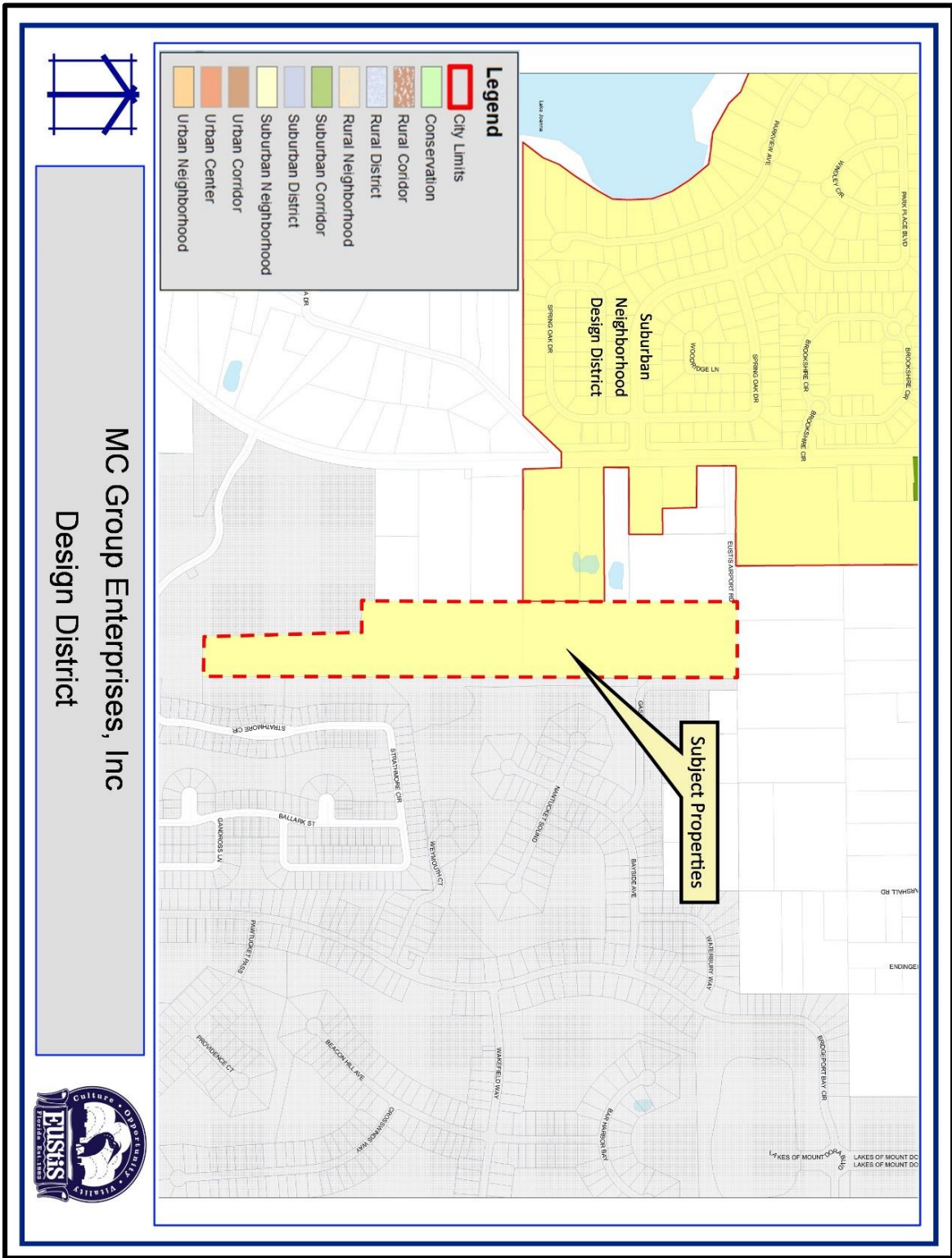
FROM THE SOUTHEAST CORNER OF SECTION 8 TOWNSHIP 19 SOUTH RANGE 27 EAST RUN SOUTH 89-24-00 WEST ALONG THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 1305.12 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-36-00 WEST 1306.90 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, RUN WEST 466.67 FEET, SOUTH 00-36-00 EAST TO THE SOUTH LINE OF SECTION 8, NORTH 89-24-00 EAST 466.67 FEET TO THE POINT OF BEGINNING ORB 5330 PG 2169

## Parcel 2

FROM NE COR OF SEC RUN W ALONG N LINE OF SEC 1306.12 FT FOR POB, RUN S 0DEG 36MIN E 1959.79 FT, S 89DEG 24MIN W 466.67 FT, N 0DEG 36MIN W 1959.79 FT TO N LINE OF SEC, E'LY 466.67 FT TO POB--LESS FROM NE COR OF SEC RUN N 89DEG 43MIN 49SEC W 1304.56 FT, S 00DEG 16MIN 30SEC W 1959.72 FT, N 89DEG 43MIN 30SEC W 239.22 FT FOR POB, CONT N 89DEG 43MIN 30SEC W 327.45 FT, N 00DEG 16MIN 30SEC W 1048.27 FT, S 89DEG 43MIN 49SEC E 100 FT, S 00DEG 16MIN 30SEC W 77.78 FT, S 89DEG 46MIN 03SEC E 199.64 FT, S 01DEG 21MIN 59SEC E 971.04 FT TO POB-- ORB 5330 PG 2169

(The foregoing legal description was created via optical character recognition from the applicant's PDF submittal and has not been verified for accuracy)

# EXHIBIT "B"







# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: April 6, 2023

RE: **CONSIDERATION: EXTENSION OF ANNEXATION INCENTIVE PROGRAM**

## **Introduction:**

Resolution Number 18-27 established the City's annexation incentive program, through which the City could waive application fees associated with voluntary annexations through April 30, 2019. The resolution provided the City Commission the opportunity to extend the resolution for one-year periods if the Commission approved the extension prior to the approved expiration date.

The City Commission has annually extended this program for the past four years: on March 21, 2019; April 2, 2020; April 1, 2021 and April 21, 2022. As the program once again draws toward the expiration date set by the City Commission, this item is presented for official action by the City Commission. If approved, this extension will continue the program until April 30, 2024.

## **Background:**

Performance of the program to date has resulted in the annexation of 60 properties with a total addition to the municipal boundaries of approximately 607 acres. It is estimated that the applicants over the life of this program have saved \$35,525 in annexation fees with the City. The annexation fee of general residential lots is \$675. All other properties are charged \$1,000 for the annexation fees.

It cannot be determined, with accuracy, that the incentive program has increased the number of annexations over annexation requests that may have been submitted without the program.

The general intent of the program continues to encourage enclave and infill parcels to annex into the City with the additional benefit of encouraging the City to grow responsibly by reducing confusion and duplication of services and inconsistency of regulation.

## **Results by applicable year:**

### **Y1: 2017-2018 Results:**

- 4 Properties Annexed
- 10.89 acres

### **Y3: 2019-2020 Results:**

- 10 Properties Annexed
- 122.62 acres

### **Y2: 2018-2019 Results:**

- 14 Properties Annexed
- 123.59 acres

### **Y2: 2020 -2021 Results:**

- 18 Properties Annexed
- 258.56 acres

**Y4: 2021-2022 Results:**

- 10 Properties Annexed
- 50.59 acres

**Y5: 2022-2023 Results:**

- 4 Properties Annexed
- 40.07 acres

**Combined Results to Date**

- 60 properties

606.65 +/- acres

**Recommended Action:**

Consensus by the City Commission to continue the annexation incentive program for another year until April 30, 2024.

**Budget/Staff Impact:**

The future budget impact would be determined by the number of properties annexed and future development plans for said properties. To date, annual increase in ad valorem taxes to the City have exceeded the amount of hard costs (one time) expended / absorbed including time and expense for staff administration of the annexation process.

**Prepared By:**

Mike Lane, AICP, Director, Development Services

**Attachments:**

Resolution Number 18-27

**RESOLUTION NUMBER 18-27**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, ESTABLISHING AN ANNEXATION INCENTIVE PROGRAM TO WAIVE, TEMPORARILY, ALL APPLICATION FEES ASSOCIATED WITH VOLUNTARY ANNEXATION OF PROPERTY; PROVIDING FOR AN EFFECTIVE DATE AND EXPIRATION DATE.**

**WHEREAS**, per Chapter 163 of the Florida Statutes, the City of Eustis and Lake County have a Joint Planning Area (JPA) establishing areas appropriate for annexation into the City of Eustis; and

**WHEREAS**, there are multiple enclave parcels and parcels contiguous to the City limits within the Joint Planning Area, that qualify for annexation; and

**WHEREAS**, the Florida Statutes, Section 171.046, recognize that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the State to eliminate enclaves; and

**WHEREAS**, without enclaves of property governed by unincorporated Lake County, the City can provide more efficient and cost effective services to those residing in the Eustis geographic area; and

**WHEREAS**, the City Commission desires to reduce duplication of services, confusion regarding service providers, and inconsistency of regulation; and

**WHEREAS**, the potential resulting increase in the City's land valuation would help improve the overall public health, safety, and welfare of its citizens; and

**WHEREAS**, processing multiple annexation requests in a consolidated manner will reduce the direct costs to the City.

**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 the Development Services Department to waive all application fees associated with annexation, including the required change in land use designation, for all annexation applications received between the effective date and expiration date of this resolution.
- (2) This Annexation Incentive Program shall become effective on May 1, 2018 at 8:00 a.m. and shall expire on April 30, 2019 at 5:00 p.m.

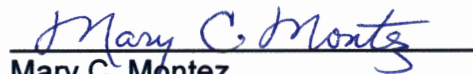
- (3) That the expiration of this Resolution may be extended for periods not to exceed (1) year by the City Commission, provided the City Commission approves the extension prior to its expiration.
- (4) That the Development Services Department shall notify the property owners of all enclave parcels and encourage them to apply for voluntary annexation.
- (5) That the Development Services Department shall prepare and present annexation ordinances and land use changes for all applications received during the aforementioned period provided the properties meet all statutory requirements for voluntary annexation.

**DONE AND RESOLVED**, this 5th day of April, 2018, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

**ATTEST:**

  
Robert R. Morin, Jr.  
Mayor/Commissioner

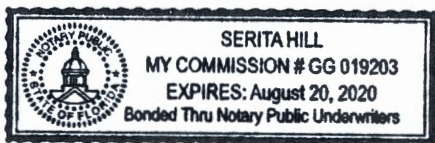
  
Mary C. Montez  
City Clerk



**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 5th day of APRIL, 2018, by Robert R. Morin, Jr., Mayor, and Mary C. Montez, City Clerk, who are personally known to me.



  
Notary Public- State of Florida

**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.

4/5/18  
Date

  
Derek A. Schroth  
City Attorney



**CERTIFICATE OF POSTING**

The foregoing Resolution 18-27 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 & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

4/5/2018  
Date

Mary C. Montez  
Mary C. Montez  
City Clerk



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: April 6, 2023

RE: Development Incentive Water and Sewer Impact Fee Waiver Program

---

## **Introduction:**

Resolution Number 18-29 established a development incentive program through which the City waived contractor/developer/property owner responsibility to pay water and sewer impact fees for new construction by utilizing water and sewer fund revenues to fund water and sewer impact fee payments for new construction within the city limits.

The program application period expired on April 30, 2020, but the resolution provided that the expiration of the resolution may be extended for periods not to exceed one year by the City Commission, provided the extension is approved prior to its expiration.

The City Commission extended this program several times, with the latest extension through April 30, 2023.

## **Background:**

### Applications to Date

- 79 single-family
- 18 duplexes
- 6 multi-family
- 15 proposed subdivisions in the city limits
- 5 proposed new subdivisions that required annexation
- 2 office building 1 office/warehouse building
- 1 contractor's office/warehouse
- 1 manufacturing facility
- 2 mixed-use commercial projects
- 1 assisted living facility

**Results to Date**

- \$174.06 million in new construction
- 67 completed projects
- 95 under construction
- 25 not yet started and/or awaiting permit issuance

**Recommended Action:**

NA

**Policy Implications:**

NA

**Alternatives:**

NA

**Budget/Staff Impact:**

A total of \$6.17 million in water and sewer impact fee waivers have been approved to date.

**Prepared By:**

Daniel Millan, Civil Engineer

**Reviewed By:**

Sally Mayer, Administrative Assistant  
Tom Carrino, City Manager



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: April 6, 2023

RE: CONSIDERATION: REVISING THE TREE PROTECTION SECTION IN THE LDRs

---

## **Introduction:**

Recent issues with tree removal and clear cutting have brought to light potential deficiencies within the Land Development Regulations relating to tree protection. If steps are not taken to tighten up these regulations, the City will continue to have current wooded areas cleared by builders and developers. The development community often seeks the quickest, most efficient, and cost-effective approach to clearing and tree removal. This activity has the potential to devalue the quality of life for both current and future residents.

## **Background:**

The current language related to trees in the Land Development Regulations needs to be reviewed and highlighted to emphasize the importance and value of mature trees. Please see attached Section 115-10 of the Land Development Regulations.

## **Recommended Action:**

Consensus by the City Commission to revise the tree section of the Land Development Regulations and bring back more restrictive measures for tree protection/tree replacement.

## **Budget/Staff Impact:**

N/A

## **Prepared By:**

Mike Lane, AICP, Director, Development Services

## **Attachment:**

Section 115-10 of the Land Development Regulations

## Sec. 115-10. Tree protection and vegetation preservation.

*Purpose and intent.* The purpose of this section is to establish rules and regulations governing the protection of trees and vegetative cover as a valuable community resource within the City; to encourage the proliferation of trees and vegetation within the City as well as their replacement; to recognize their importance and their meaningful contribution to a healthy, beautiful, and safer community attributable to their carbon dioxide absorption, oxygen production, dust filtration, wind and noise reduction, soil erosion prevention, lakeshore erosion protection, wildlife habitat, surface drainage improvement, beautification and aesthetic enhancement of improved and vacant lands; and the general promotion of the health, safety, welfare and well-being of the community. **Tree protection is beneficial to the City by improving community appearance and quality of life, enhancing property values, and creating a functional and aesthetically pleasing living environment for existing and future residents. Therefore, the City finds that it is in the best public interest to enact and enforce the regulations described herein for the purpose of controlling tree removal, clear cutting and strip clearing of land.**

(Ord. No. 16-31, 12-15-2016)

### Sec. 115-10.1. General requirements and definitions.

- (a) The terms and provisions of this section shall apply to all real property located within the corporate boundaries of the City, except such properties as are exempted herein.
- (b) It shall be unlawful for any person, firm or corporation, either individually or through an agent to cut down, destroy, clear cut, remove, or effectively destroy through damaging any protected tree without first obtaining an approved City tree removal permit, except as specifically exempted herein.
- (c) Developers of sites that have been completely or partially cleared of trees due to agricultural use or other reasons shall be required to comply with the minimum tree requirements as described in section 115-10.7.
- (d) Issuance of a City tree removal permit, or exemption from these requirements, does not exempt any legal obligation or requirement to comply with the regulations of any other governmental agency, local, state, or federal which may have jurisdiction over proposed activity upon the land.
- (e) **Trees and vegetative groundcover should be preserved or enhanced in development areas exceeding ten percent slope**, within the 100-year floodway, or within 50 feet of the ordinary high water line of lakes, rivers or canals to the greatest extent practicable. This 50-foot buffer area shall remain a natural vegetative buffer zone between development areas and the above-referenced water courses, except for City-approved water-related facilities, such as docks, walkovers, ramps, marinas, etc.
- (f) **A protected tree is any tree not listed on the list of noxious/exotic species in section 115-10.9 and meeting one of the following requirements:**
  - (1) **Trees with a DBH of six inches or greater.**
  - (2) Trees located in a wetland area as determined by the agencies having jurisdiction.

- (g) **A specimen tree is a tree designated by the City Commission that is rare or unique due to factors such as size, age, ecological value, or type of species having one or more of the following characteristics:**
- (1) A diameter of 30 inches DBH or greater.**
  - (2) A determined age of 50 years or greater.**
  - (3) A determined ecological value; e.g. wildlife habitat, erosion control, etc.**
  - (4) A determined unique form or shape due to geography, climate, environment or natural growth conditions.**
  - (5) A rare, or unique, non-indigenous tree that is not common to the City (but not on the list of noxious/exotic species).**

(Ord. No. 16-31, 12-15-2016)

### **Sec. 115-10.2. Exemptions.**

A tree removal permit (see section 115-10.3, Review procedures, and section 115-10.4, Submission requirements) shall not be required under the following conditions and situations as determined by the Director of Development Services or designee:

- (a) A bona fide agricultural use such as citrus, tree nurseries, forest crops, animal husbandry, and greenhouses.
- (b) Removal of dead trees.
- (c) Removal of trees that are an imminent danger to public or private property, as verified by the Director of Development Services or designee.
- (d) Removal of trees planted on the premises of a plant nursery or tree farm that have been grown expressly for the purpose of selling to the general public in the ordinary course of business.
- (e) **Removal of any tree on the list of noxious/exotic species** in section 115-10.9.
- (f) Removal of trees within approved utility rights-of-way or easements that are necessary to supply gas, water, sewer, telephone, cable television, electrical service, or other needed utilities. This exemption applies only to authorized personnel of the applicable utility and not to the property owner.
- (g) Public utilities with the power of eminent domain may remove or transplant trees either on-site or off-site without a permit.
- (h) Emergency conditions may require the Director of Development Services or designee to waive all, or part, of the requirements of this chapter in the event of manmade or natural disasters such as hurricanes, tornadoes, floods, storms/high winds, hard freezes, fires, etc. The waiver shall apply to a geographically defined area for a period not to exceed 90 days. Longer periods shall require City Commission approval.

(Ord. No. 16-31, 12-15-2016)

### Sec. 115-10.3. Review Procedures.

- (a) **A tree inventory and tree removal permit application shall be submitted to the Director of Development Services or designee prior to the commencement of any development activity, except as specifically exempted herein.**
- (b) **Trees may be removed for construction purposes where all reasonable alternatives are exhausted for relocating the specific construction.**
- (c) **The removal/replacement of trees that are 24 inches DBH or greater is strongly discouraged. Therefore, all reasonable alternatives or methods that are available, such as design modifications, shall be closely examined before removal will be authorized.**
- (d) During application review, the Director of Development Services or designee shall consider the effect that the proposed development activity will have on the future viability of the trees to be retained/relocated within the area to be developed.
- (e) A tree removal permit shall be issued, as determined by the Director of Development Services or designee, if one or more of the following conditions exists:
  - (1) *Street opening.* Tree location restricts the opening of a street or road right-of-way.
  - (2) *Utilities and drainage.* Tree location restricts the construction of public utility lines or drainage facilities.
  - (3) **Property access. Tree location restricts vehicular access to the property, where there are no other reasonable access points.**
  - (4) *Property use.* Tree location restricts reasonable use of the property consistent with all other applicable City, county and state codes, statutes and/or ordinances; and design modifications are not practical or reasonable.
  - (5) *Hazard.* A tree that constitutes a hazard to life or property and can be resolved by removal.
  - (6) *Poor tree health.* Tree is diseased, lacking functioning vascular tissue, or deteriorating to such a state that restoration methods to bring the tree to a sound condition are not practical; or the tree has a disease that can be expected to be transmitted to other trees thereby endangering their health.
  - (7) **Single family home. The protected tree is located within 15 feet of an occupied single family residence, but not within a public right-of-way or on someone else's property. The 15 foot distance shall be measured from the trunk of the subject tree to the dwelling unit structure.**
  - (8) *Thinning of trees.* Trees are so densely situated on a parcel as to significantly impair light and air circulation, which causes poor health conditions or tree disease, so that removal of up to 25 percent of such trees is necessary to alleviate the condition.
  - (9) *Redevelopment.*
    - For nonresidential developments, mixed use developments, and multi-family developments: The property owner has submitted a revised landscape plan consistent with City regulations for redevelopment of the subject site.

- For developed single family residential lots: The property owner is replacing the tree in another location or with an alternative species. The replacement tree must meet the minimum requirements set forth in section 115-10.7.
  - For purposes of these land development regulations, redevelopment shall not be considered a valid condition for removal if the tree removal permit is submitted after the fact.
- (f) An approved City tree removal permit shall identify which trees are to be removed, methods of protection from impacts of construction, and the tree replacement requirements necessary to compensate for the loss of protected trees. The minimum compensation requirement shall be the number of replacement trees required to maintain compliance with the minimum tree requirements included in section 115-10.7.

(Ord. No. 16-31, 12-15-2016)

#### Sec. 115-10.4. Submission requirements.

- (a) **Clear-cutting of vacant land without an approved development plan is prohibited. All property owners planning to initiate any development activity which has the potential to affect trees and vegetative cover are hereby required to submit a City tree inventory and tree removal permit application.** This requirement includes, but is not limited to, the following:
- (1) **Developers of all new residential subdivisions shall be required to submit a tree inventory and tree removal permit application at the time of initial preliminary plan submittal to the City, so that due consideration may be given to protection of trees during the subdivision design and review process.**
  - (2) **Developers of any commercial, industrial, multi-family, or other use, requiring site plan approval under the jurisdiction of this land development regulation, shall be required to submit a tree inventory and tree removal permit application at the time of initial site plan submittal to the Development Services division, so that due consideration may be given to protection of trees during the site plan design/review process.** A tree inventory may be shown on the site plan.
  - (3) **Developers of all new single family and duplex dwelling units shall be required to submit a tree inventory/tree removal permit application at the time of City-issued building permit application.** A tree inventory may be shown on the building permit site plan.
- (b) Each tree inventory, for subdivision/site plan review, shall consist of a drawing or accurate representation with an appropriate scale to show tree locations, delineating the following information:
- (1) Property boundaries, existing and proposed structures and surrounding road system;
  - (2) **Location, number, size, and species (utilizing botanical or common names) of all trees with a six inch dbh or greater within areas to be disturbed by construction.** With approval of the Director of Development Services, the inventory requirements may be modified for heavily wooded sites.

(Ord. No. 16-31, 12-15-2016)



### Sec. 115-10.5. Tree Replacement.

- (a) **All protected trees that have been removed, for which an approved City tree removal permit was required but not obtained** and which do not meet the criteria listed under section 115-10.3 (e), **will require replacement at a ratio of two replacement trees for each tree removed without a permit** and other possible sanctions as determined by the code enforcement board or the special magistrate in accordance with F.S. § 162.09(2)(a).
- (b) **All replacement trees shall be a minimum of two inches DBH, ten feet tall, and five feet wide at the time of planting and selected from the approved tree list** included in section 115-10.7. **Approved ornamental and palm trees shall not exceed 25 percent of tree replacement requirements and at least 50 percent of the trees shall be live oaks.**
- (c) **Replacement trees shall be planted on-site, if practical, otherwise the developer/property owner shall donate the monetary value of the required trees to the City for the purpose of planting trees on public property.**
- (d) All replacement trees shall be in good health, conform to the standards for Florida No. 1 or better as given in Grades and Standards for Nursery Plants, State of Florida, Department of Agriculture and Consumer Services, Tallahassee (**97T-05, second edition, February 1998**), which is hereby adopted and included by reference herein. A copy of such publication is available from the Director of Development Services or designee.
- (e) **Any property owner that removes a protected tree for which an approved City tree removal permit was required, but not obtained, and which also meets the criteria for removal listed under section 115-10.3 (e) shall be subject to a \$50.00 fine per tree.**

(Ord. No. 16-31, 12-15-2016)

### Sec. 115-10.6. Tree protection during construction.

- (a) **Property owners/developers shall protect, during construction, all protected trees within areas to be disturbed by construction activities as identified on an approved tree removal permit. Tree removal, building, or other development permits may be revoked if protective measures are not used at any time during construction.**
- (b) The following shall be prohibited within the tree protection zone (defined in Chapter 100) of designated trees, unless authorized by the Director of Development Services:
  - (1) Parking of heavy equipment, cars and trucks or vehicular traffic;
  - (2) Stockpiling of any materials;
  - (3) Deposition of soil, sediment, or mulch;
  - (4) Grading or grubbing;
  - (5) Excavation or trenching;
  - (6) Burning or burial of debris, within the entire construction site;
  - (7) Dumping oil, gasoline, paint, chemicals, wastewater, or other construction wastes. Storage of potentially hazardous materials shall be in appropriate, non-leaking containers as far away from tree protection zone as possible.

(Ord. No. 16-31, 12-15-2016)

**Sec. 115-10.7. Minimum Tree Planting Requirements.**

- (a) **All properties requesting development approval (residential and nonresidential) must meet minimum tree requirements** as specified below unless otherwise exempted.
- (b) *Minimum Tree Requirements.*

Lot Area (sq. ft.)	Minimum Number of Trees
Less than 6,000	2
6,000—10,000	3
10,000—16,000	4
16,000—20,000	5
Over 20,000	6
<b>Over 40,000</b>	<b>?</b>

- (c) One of the minimum number of trees required shall be planted as a street tree. Such tree shall be planted prior to occupancy of the structure and shall be a maximum of ten feet inside the front property line.
- (d) **All property owners/developers that are requesting building permits/development approvals for individual lots (single family or duplex), or individual lots within an approved subdivision (see section 115-10.4, Submission requirements), must meet minimum tree requirements for each specific lot prior to the issuance of a certificate of occupancy,** unless otherwise exempted.
- (e) Proper care and maintenance of recently planted trees and vegetation; i.e., necessary water, fertilizer, and support structures, shall be the property owner's/developer's responsibility and be guaranteed for the duration of an **Approved Maintenance Agreement (two years) with the City.** Upon sale of an individual lot, the responsibility for care and maintenance of trees is transferred to the new property owner of said individual lot.
- (f) Ongoing maintenance is required and shall consist of mowing, removal of litter and dead plant materials, necessary pruning, watering, fertilizing and replacing frozen or dead plants and trees. In the event vegetation or trees die over time, replacement of vegetation specific to genus and species shall be as originally illustrated on the approved site plan.
- (g) **If required, the property owner will replace trees that do not survive during the Approved Maintenance Agreement time period.** The replacement tree shall fulfill the duration of the Maintenance Agreement.
- (h) **Trees used in fulfillment of the requirements of this section shall be a minimum of two inches DBH and ten feet tall and five feet wide at the time of planting and selected from the approved tree list (section 115-10.7(f)). Approved ornamental and palm trees shall not exceed 25 percent of minimum tree requirements.** All required trees shall be in good health, conform to the standards for Florida No. 1 or better, as given in the Grades and Standards for Nursery Plants, State of Florida, Department of Agriculture and Consumer Services as referenced herein. Trees used to meet these minimum tree

requirements can also be used in calculations for minimum buffer requirements in chapter 110 of this land development regulation.

- (i) Trees and shrubs permitted within the City shall include but not be limited to the following:

Ash (*Fraxinus* sp.)  
Atlantic White Cedar (*Chamaecyparis thyoides*)  
Basswood (*Tilia* sp.)  
Black Gum/Tupelo (*Nyssa sylvatica*)  
Cabbage Palm (*Sabal palmetto*)  
Cedar (tree form only) (*Juniperus* spp.)  
Chickasaw Plum (*Prunus angustifolia*)  
Crape Myrtle (*Lagerstroemia indica*)  
Cypress (*Taxodium* spp.)  
Date Palms (*Phoenix* spp.)  
Devilwood (*Osmanthus americanus*)  
Fringe Tree (*Chionanthus virginicus*)  
Elm (*Ulmus* spp.)  
Flowering Dogwood (*Cornus florida*)  
Hackberry (*Celtis* spp.)  
Hickory (*Carya* spp.)  
Holly (tree form only) (*Ilex* spp.)  
Hornbeam/Blue Beech (*Carpinus caroliniana*)  
India Rosewood (*Dalbergia sissoo*)  
Jerusalem Thorn (*Parkinsonia aculeata*)  
Loblolly Bay (*Gordonia lasianthus*)  
Loquat (*Eriobotrya japonica*)  
Magnolia (*Magnolia* spp.)  
Maple (*Acer* spp.)  
Oak (*Quercus* spp.)  
Persimmon (*Diospyros virginiana*)  
Pine (*Pinus* sp.)  
Red Bay (*Persea borbonia*)  
Redbud (*Cercis canadensis*)  
Red Mulberry (*Morus rubra*)  
Southern Wax Myrtle (*Myrica cerifera*)

Sparkleberry (*Vaccinium arboreum*)  
 Sweetgum (*Liquidambar styraciflua*)  
 Sycamore (*Platanus* sp.)  
 Tulip Poplar (*Liriodendron tulipifera*)  
 Washington Palm (*Washingtonia robusta*)  
 Willow (*Salix* sp.)

**Fruit Trees:**

Apple (*Malus* spp.)  
 Apricot (*Prunus armeniaca*)  
 Grapefruit (*Citrus paradisi*)  
 Lemon (*Citrus limon*)  
 Lime (*Citrus aurantiifolia*)  
 Orange (*Citrus sinensis* spp.)  
 Tangerine (*Citrus reticulata*)  
 Tangelo (*Citrus reticulata* x *paradisi*)  
 Fig (*Ficus carica*)  
 LeConte Pear (*Pyrus communis* x LeConte)  
 Plum (*Prunus salicina*)

(Ord. No. 16-31, 12-15-2016)

**Sec. 115-10.8. Voluntary planting.**

- (a) Nothing in this Chapter shall be construed to prohibit the planting of trees or vegetation except that which is identified on the list of noxious/exotic invasive species (section 115-10.9(a)). Trees and/or other plants indicated on the list of noxious/exotic invasive species shall not be planted in the City. Noxious/exotic invasive species (section 115-10.9(a)) shall be removed from all development sites as a part of the normal site preparation activity.
- (b) Permission from the Director of Development Services shall be required prior to planting, pruning, or removing any tree in public parks, road rights-of-way, or other publicly owned property.

(Ord. No. 16-31, 12-15-2016)

**Sec. 115-10.9. Removal of noxious/exotic invasive species.**

- (a) Specific plant species, which are prohibited within the City, are as follows:
- (1) *Canopy and understory trees.*
- a. Australian Pine (*Casuarina* spp.).

- b. Melaleuca (*Melaleuca quinquenervia*).
  - c. Chinaberry (*Melia azedarach*).
  - d. Ear Tree (*Enterlobium cyclocarpum*).
  - e. Eucalyptus species (*Eucalyptus* spp.).
  - f. Brazilian Pepper (*Schinus terebinthifolius*).
  - g. Paper Mulberry (*Broussonetia papyrifera*).
  - h. Silk Oak (*Grevillea robusta*).
  - i. Empress Tree (*Paulownia tomentosa*).
  - j. Tree of Heaven (*Ailanthus altissima*).
  - k. Chinese Tallow Tree (*Sapium sebiferum*).
  - l. Japanese Tallow Tree (*Sapium japonicum*).
  - m. Camphor (*Cinnamomum camphora*).
  - n. California Privet\* (*Ligustrum ovalifolium*).  
\*both shrub and tree forms.
  - o. Cedar Gum (*Eucalyptus gunnii*).
- (2) *Shrubs, vines, and ground covers.*
- a. Air potato/air yam (*Dioscorea bulbifera*).
  - b. Downy rose myrtle (*Rhodomyrtus tomentosa*).
  - c. African Bowstring Hemp (*Sansevieria hyacinthoides*).
  - d. Castor Bean Plant (*Ricinus communis*).
  - e. Kudzu (*Pueraria lobata* Willd.).
- (b) Removal of plants listed on the list of noxious/exotic invasive species (section 115-10.9(a)) is required as a part of normal site preparation and shall not require a City tree removal permit.

(Ord. No. 16-31, 12-15-2016)

#### **Sec. 115-10.10. Harmful acts.**

- (a) **No person shall abuse, mutilate or otherwise damage any protected tree, as described herein, or any tree located on public property, including those trees located in the public right-of-way along street frontages within subdivisions.**
- (b) However, nothing in this section shall be construed to prevent reasonable and proper trimming of trees on public or private property by authorized persons in accordance with accepted horticultural methods established by the International Society of Arborists (ISA).
- (c) Any person who mutilates a tree in conflict with this section shall be required to remove the tree and will be required to comply with tree replacement provisions per section 115-10.5.

- 
- (d) No person shall attach any signs in an injurious manner to any tree, nor shall any person cause any substance harmful to trees to come in contact with them, or prevent water or oxygen from reaching their roots by excessive cut and fill activities.

(Ord. No. 16-31, 12-15-2016)



# City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: April 6, 2023

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

---

**Introduction:**

The City Attorney will provide to the Commission an overview of Florida's Sunshine Law and Ethics Regulations. Sasha Garcia will be providing this presentation at the April 6, 2023 Regular Commission meeting.

**Prepared By:**

Christine Halloran, City Clerk

**Reviewed By:**

Sasha Garcia, City Attorney, Bowen Schroth