



AGENDA

City Commission Meeting

6:00 PM – Thursday, November 20, 2025 – City Hall

Invocation: Elder Elijah Perry, Church of God by Faith

Pledge of Allegiance: Commissioner Michael Holland

Call to Order

Acknowledge of Quorum and Proper Notice

1. Agenda Update

2. Approval of Minutes

[2.1](#) October 2, 2025 City Commission Meeting

3. Audience to be Heard

4. Consent Agenda

[4.1](#) Resolution Number 25-88: Waste Management Refuse Collection Rate Increase

[4.2](#) Resolution Number 25-92: FY 2025/26 Budget Amendment for Carry-over of FY2024/25 Funds for Capital Projects and Consulting Services Agreements

[4.3](#) Resolution Number 25-93: FY 2025/26 Budget Amendment for Carry-over of FY2024/25 Unencumbered Budgeted Funds for Capital Projects and Consulting Services

[4.4](#) Resolution Number 25-96: FY 2025/26 Budget Amendment for City Infrastructure Repairs As a Result of the October 26, 2025 Flood Event

[4.5](#) Resolution Number 25-98: Temporary Interfund Receivable from the General Fund to EPD State Forfeiture Fund

5. Ordinances, Public Hearings, & Quasi Judicial Hearings

[5.1](#) Resolution Number 25-94: Budget Amendments for an Agreement for Berry, Dunn, McNeil & Parker, LLC for Enterprise Resource Planning Advisory Services

[5.2](#) Resolution Number 25-95: Award of Enterprise Resource Planning (ERP) Advisory Services

[5.3](#) Resolution Number 25-100: Approval of Purchase and Sale Agreement for Acquisition of Property Located at 200 S. Bay Street and Related Parcels

[5.4](#) Explanation of Ordinances for Annexation of Parcels with Alternate Key Numbers 1743320 and 1407940

Ordinance Number 25-31 – Voluntary Annexation

Ordinance Number 25-32 – Comprehensive Plan Amendment

Ordinance Number 25-33 – Design District Assignment

SECOND READING

Ordinance Number 25-31: Voluntary Annexation of Parcels with Alternate Key Numbers 1743320 and 1407940

5.5 SECOND READING

Ordinance Number 25-32: Comprehensive Plan Amendment for Annexation of Parcels with Alternate Key Numbers 1743320 and 1407940

5.6 SECOND READING

Ordinance Number 25-33: Design District Assignment for Annexation of Parcels with Alternate Key Numbers 1743320 and 1407940

- 6. Other Business**
- 7. Future Agenda Items and Comments**
 - 7.1 City Commission**
 - 7.2 City Manager**
 - 7.3 City Attorney**
 - 7.4 Mayor**
- 8. Adjournment**

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

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



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 20, 2025

RE: October 2, 2025 City Commission Meeting

Introduction:

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

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary C. Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Meeting

6:00 PM – Thursday, October 02, 2025 – City Hall

Invocation: Pastor Renee Hill, W.I.N. 1 Ministries

Pledge of Allegiance: Commissioner Emily Lee

Call to Order: 6:03 p.m.

Acknowledge of Quorum and Proper Notice

PRESENT: Commissioner Emily Lee, Commissioner George Asbate, Vice Mayor Gary Ashcraft, Commissioner Michael Holland, Mayor Willie L. Hawkins

1. Agenda Update

Sasha Garcia, City Attorney, noted that a request was made at the special Commission meeting to remove Resolution Number 25-72 from the agenda. She explained that, according to the Commission Rules of Order Section 10, Presentation of Agenda Items, Revisions, Additions and Deletions, subsection (d), "Any agenda item which has been noticed to the public can only be removed from the agenda with the approval of the City Commission. If the Commission agrees to remove an agenda item, the Presiding Officer shall first give the public an opportunity to speak on the item."

Attorney Garcia polled the Commission regarding whether or not they wanted to remove Resolution 25-72 from consideration. She stated that, if removed, they could allow anyone that wants to speak to come up under Audience to be Heard.

CONSENSUS: It was a consensus of the Commission to remove Resolution 25-72 from consideration.

Attorney Garcia announced that anyone wanting to address the Commission regarding the resolution should come up to speak under Audience to be Heard.

2. Approval of Minutes

July 18, 2025 City Commission Workshop: Downtown Development and the Eustis Community Center Site

September 18, 2025 City Commission Meeting

Commissioner Asbate expressed concern regarding some discrepancies previously mentioned in the July 18, 2025, workshop minutes and noted that they were previously pulled and have not been corrected.

Tom Carrino, City Manager, stated that staff reached out to Daniel DiVenanzo who raised the question about the minutes, and Mr. DiVenanzo never provided to the City Clerk his specific concerns regarding those minutes. Therefore, the Assistant City Manager reviewed the video and the minutes with the City Clerk's office and, what is before the Commission, staff feels is an accurate representation of what happened at that meeting.

Commissioner Asbate responded he is specifically talking about the minutes stating that the City Manager Mr. Carrino would contact Mr. Levey, arrange a meeting and put him in contact

with Mr. Goman. He asserted that direction was not given by the Commission during the workshop. He stated that the video reflects that the consensus was limited to allowing Mr. Goman to move forward with his outreach to the developers while the Commission scheduled a workshop for Dr. Levey for his input. He stated his primary concern is that the minutes should not assign responsibility for actions beyond the Commission's formal direction. He stated that for accuracy and transparency he could not vote to approve that. He added that it is clearly inaccurate.

Mayor Hawkins stated that the minutes are not intended to be verbatim.

Vice Mayor Ashcraft asked if his biggest concern is that he wants them to work independently.

Commissioner Asbate responded that he just wants them to do what they directed them to do. He indicated what Commissioner Lee and he and, possibly Vice Mayor Ashcraft had said which was to get a separate opinion. He stated they worked out the issue, but the minutes reflect differently.

Attorney Garcia stated that the minutes are not intended to be verbatim as long it essentially covers the votes that were made or the direction that was given. She noted that they have video and audio. She indicated that, unless there is an egregious error where there is a complete misrepresentation, then that can be corrected. She stated that there does not seem to be a consensus on that.

Commissioner Asbate stated they seem to be heading toward what they agreed on but the minutes don't reflect that. He indicated he would give a copy of what he read to the clerk to put in the minutes.

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

Voting Yea: Vice Mayor Ashcraft, Commissioner Holland, Commissioner Lee, Mayor Hawkins
Voting Nay: Commissioner Asbate

3. Presentations

3.1 Presentation by Debi Weinert on Dolly Parton's Imagination Library

Debi Weinert, Executive Director of Dolly Parton's Imagination Library of Lake County, Florida, provided a brief history of the program which was introduced in 1995 and reviewed the current and historical numbers for the program nationally and locally. She explained how the program works to provide books to enrolled children at no cost to the families and the criteria to qualify. She reviewed the financial breakdown with what is paid for by the Imagination Library and what the local organization pays for. She stated that, based on the 2020 census, Eustis has 1794 children that would be eligible. She indicated that the funds needed would be \$12,564 due to the cost being \$36 per child per year.

The Commission asked what other Lake County cities have provided funding.

Ms. Weinert responded that Tavares provided \$500 over 2 years and Mount Dora gave \$10,000 to fund 300 children. She noted she is asking for more from Tavares for the next year and she had submitted another grant for Mount Dora in August for 311 children which is currently being reviewed. She stated there are other organizations that are doing fund-raising. She noted some of those funds raised may be restricted.

The Commission commented positively about the program with Ms. Weinert noting they will be interviewing young professionals who participated in the program as children.

The Commission asked if there is a way to measure outcomes from the program with Ms. Weinert commenting on testing in schools and comparing scores from the past with those of the children participating in the program now.

The Commission asked about children within the zip code noting that some of the residents may have a Eustis address but reside in unincorporated Lake County.

Mr. Carrino asked if they had separated out the actual City residents from those residing in Lake County with a Eustis zip code and Ms. Weinert acknowledged she did not.

3.2 Update from Mike Goman

Mike Goman, Property Advisors, provided his monthly update to the Commission. He reviewed the process and return rate with a targeted approach which is customized. Mr. Goman noted, at this time, they have had discussions with 22 firms and 5 indicated no interest. He anticipated the firms will grow to 40 or 50. He highlighted comments from firms to include too early in the process, commute time to center of Orlando, seems pioneering in the market, economic market uncertainty, other focus for developers, and opportunity zones pros and cons. He noted capital flows to the strongest markets in the best locations.

The Commission requested a copy of the data to support the process and requested tracking feedback from firms. They asked for clarification regarding the opportunity zones.

Mr. Goman noted that opportunity zones typically indicate disadvantaged communities and implementation issues.

Mr. Carrino noted boundaries in Eustis for opportunity zones with Federal tax benefits and no local benefits.

Mr. Goman state developers are driven by the market and noted feedback about traffic counts.

Vice Mayor Ashcraft commented on that feedback.

Mr. Goman commented that no one has said Eustis is not a market and not a path of progress and cited the process to respond to the objections to tell the story of the opportunity in Eustis. He indicated it would require a 90-day process to survey developers and then present the data to the Commission.

The Commission asked about communications with Mr. Goman responding he has had mostly virtual contact with the goal being to bring developers to Eustis.

RECESS: 7:01 p.m. RECONVENE: 7:06 p.m.

4. Audience to be Heard

Mayor Hawkins opened the floor at 7:06 p.m. for comments on Resolution Number 25-72 which was removed from the agenda. There being no public comment, the hearing was closed at 7:06 p.m.

Gessner Harris thanked Parks and Recreation Director, Sam Brinson, for the Garden Room renovations and programs offered to seniors. She highlighted the programs being provided and also thanked the Commission for their support.

Gary Winheim, Eustis Police Department retiree, spoke about Police Chief Craig Capri, the handling of past complaints, and Chief Capri's behavior. He commented on a meeting he had with the City's HR department and former Police Chief Fred Cobb.

Nichole Jenkins noted her two grandsons who are both autistic. She reviewed various statistics and cited related preventable deaths and injuries. She thanked the Eustis Police Department for their efforts on her family's behalf to keep her grandchildren safe. She expressed the need for increased education and requested the Commission's support in furthering her message.

Pam Rivas reported on the Excellence in Entrepreneurship program at the UCF Incubator. She noted that public expressed their appreciation for the programs.

5. Consent Agenda

5.1 Resolution Number 25-63: Police Vehicle Budget

5.2 Resolution Number 25-76: Acknowledging and Approving Revised Rules of Procedure for the Historic Preservation Board

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

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

6. Ordinances, Public Hearings, & Quasi Judicial Hearings

6.1 Resolution Number 25-72: Guidelines for Commissioner Communications with Developers – Sunshine Law Compliance

Item removed from Agenda under Agenda Update with Public Hearing held during Audience to Be Heard with no comments.

7. Other Business

7.1 Discussion on Buildable City Lots

Mr. Carrino noted that Vice Mayor Ashcraft had asked that the City review its portfolio of available properties to see if any are buildable and could be put to a higher and better use. He commented on the City's previous mow-to-own program and explained the issues with that program. He stated staff has identified three properties that could be developed. He reviewed the statistics of each including one on Gould Street, one at Dawes Street and Getford Court, and one on Pickney Street. He stated that all are located in the CRA district and explained they would have to be advertised in order to be sold.

The Commission discussed their previous discussion and noted their interest in giving preference to first time home buyers with Vice Mayor Ashcraft noting they could require that the property be utilized within a certain timeframe or it reverts to the City.

Mr. Carrino indicated they can be very specific on what they are looking for within the solicitation.

Discussion was held regarding the properties being utilized by a nonprofit organization.

Matt Myrick, Habitat for Humanity, commented on their program and the availability of applicants. He indicated they would be interested in partnering with the City and the possibility of using the high school construction academy.

Attorney Garcia provided suggestions for how restrictions could be placed on the parcels.

It was a consensus of the Commission for staff to bring back the options.

8. Future Agenda Items, Board and Committee Reports, and Comments

Item 2.1

8.1 City Commission

Commissioner Lee commented on the awards the City received from America in Bloom. She thanked the Commission for its support and thanked the staff members who also attended - Michelle Saxman, Elis Forman and Brent Matthews. She cited the various activities they participated in and ideas for future projects. She reported on the recent auction for a painting donated by Susie Klingberg.

Commissioner Holland thanked Commissioner Lee and staff for their involvement with America in Bloom and Eustis in Bloom. He reported on legislative activities and committees. He noted he has been appointed to the Federal Strike Commission and will report back to City staff and Commission.

Commissioner Asbate reported on the recent LEAD annual dinner. He cited the number of upcoming business activities and commented on the UCF Incubator. He noted they are offering to have a professional accountant to work with businesses free of charge and cited new businesses coming to the City.

Mayor Hawkins also commented on the LEAD dinner and noted that Eustis was mentioned more than any other City.

Vice Mayor Ashcraft noted that LEAD is interested in conducting a site readiness study for the City's property on 44 at no expense to the City. He asked for a consensus for them to do that.

Al Latimer, Economic Development Director, commented on previous discussions the Commission has had on the use of that property.

Commissioner Asbate explained what a site readiness study would consist of.

Mr. Latimer noted there is an opportunity to market the property through Duke to international and domestic clients throughout the country.

Mr. Carrino confirmed with Vice Mayor Ashcraft that he would have Mr. Latimer work with him on the project with Vice Mayor Ashcraft indicating they should also contact Mason or Mike with LEAD and noted they are excited about the property.

Vice Mayor Ashcraft asked for update on the title search for the Community Center.

Attorney Garcia reported they requested a quote from the surveyor that the City typically uses and the fee can back a little high at \$22,555. She explained the scope of work would include generating a legal description as well. She stated they are looking to get an additional scope or determine if they need to go out for an RFP. She confirmed they had completed the title search and explained what is needed for the survey and legal description.

8.2 City Manager

Mr. Carrino discussed the meeting schedule for December and asked the Commission for direction due to conflicts. It was a consensus to hold one regular Commission meeting on Tuesday, December 9th. He then noted that January 1st is the first Thursday so the organizational meeting is already scheduled for January 8th. He suggested moving the second meeting of January to January 22nd. It was a consensus of the Commission for the January meetings to be January 8th and 22nd.

Mr. Carrino announced he would be introducing the UCF Incubator staff to the County Commission on October 14th in the morning and then attend the FRA meeting after that. He

stated there was a joint meeting between 14 municipalities and the County on September 29th. He indicated that will be happening more often and stated a topic of concern is TDRs or the transfer of development rights. He asked if the Commission would like to schedule a workshop to discuss what those are and how they work. He stated the County may be asking the City to partner with them on a TDR program. He gave a brief explanation of what a TDR is. It was a consensus of the Commission to schedule a workshop.

Mr. Carrino noted that Senate Bill 180 passed by the state. He stated that their legislative delegation asked for feedback to identify issues with the legislation. He explained that Attorney Garcia prepared a letter that staff reviewed and that identified issues which was then sent to the legislative delegation.

Police Chief Craig Capri spoke about the National Night Out to engage the community which will be held Tuesday, October 7th. He commented Coffee With a Cop that was held at the Bay View assisted living facility. He stated the Sheriff's office also participated. He noted that USA Boxing Day in Eustis would be held on November 1st. He explained the background on that program and the participation of an Olympic medalist from Orlando. He thanked the Commission for their support of their outreach activities.

8.3 City Attorney: None

8.4 Mayor

Mayor Hawkins commented on the passing of Aaron Bellair and the loss to the community.

Commissioner Holland announced the memorial service would be held November 1st at LifePointe Church.

9. Adjournment: 7:56 p.m.

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

CHRISTINE HALLORAN
City Clerk

WILLIE L. HAWKINS
Mayor/Commissioner



City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: NOVEMBER 20, 2025
 RE: RESOLUTION NUMBER 25-88: WASTE MANAGEMENT REFUSE
 COLLECTION RATE INCREASE

Introduction

Resolution Number 25-88 increases Waste Management total refuse rates for residential customers by \$1.10 cents or 5.05%, overall, effective January 1, 2026. Commercial rates vary depending on the service, but the increase will be similar to the residential rate increase. While the Garbage and Trash Collection Index (G&TC) increased by 5.36%, the actual percentage increase was less due to the Disposal fee increasing by 4.83% (or \$0.33 per residential customer), the Franchise Fee increasing 5% (or \$0.07 per residential customer), and the Billing Charge remaining unchanged. The G&TC measures items attributable to the prices paid by consumers for a market basket of goods and services. Factors which impact the G&TC include tariffs, steel, tires, and fuel costs.

The contract with Waste Management renewed February 20, 2025. The agreement states the rates shall be adjusted annually, effective January 1, by the Garbage and Trash Index Collection Consumer Price Index, published by the Bureau of Labor Statistics.

Recommended Action

Staff recommends approval of Resolution Number 25-88.

Background

The City of Eustis contracts with Waste Management, Inc. of Florida (WMI), via an exclusive franchise agreement, to provide environmentally-sound solid waste collection services to the City's residents and commercial customers. New for 2025, residential waste is hauled to Reworld Waste-to-Energy Plant for disposal.

The complete schedule of Residential and Commercial Rates is attached to the Staff Report for your review. While the hauling overall index increased 5.36%, the disposal rate index increased by 4.83%. Both indexes are provided by the Bureau of Labor Statistics, the combined total rate increased 5.05%. The Franchise fee only increased 5.0% based on the combined cost of the Hauling Fee plus the Disposal Fee ($\$13.83 + \$7.18 = \$21.01 \times 7\% = \1.47).

The proposed collection rate for 2026 is \$13.83 based on the Garbage and Trash Collection CPI, an increase of \$1.10 cents per month over the current rate.

Breakdown of Increase in Fees

	March 1, 2025	% Increase	January 1, 2026	\$ Increase
The Solid Waste Collection	\$13.13	5.36%	\$13.83	\$0.70
Disposal Fee	6.85	4.83%	7.18	\$0.33
Franchise Fee (7% Hauling & Disposal)	1.40	5.00%	1.47	\$0.07
Billing Charge	0.42	0.00%	0.42	\$0.00
Total Charges	\$21.80	5.05%	\$22.90	\$1.10

Item 4.1

Alternatives

1. Approve Resolution Number 25-88 increasing the total refuse rates by \$1.10 cents per month for a single-family home.
2. Reject Resolution Number 25-88 and provide further direction to staff.

Community Input

Opportunity for community input will be provided during the regularly scheduled public commission meeting to be held on November 20, 2025. The meeting will be advertised according to law.

Prepared By

Mari Leisen, Deputy Finance Director

Reviewed By

Mike Sheppard, Deputy Finance Director

Attachments

- Resolution Number 25-88
- Exhibits 2 through 6 Residential and Commercial Rates
- CPI Series ID: CUUR0000SEHG, CUUS0000SEHG
- CPI Series ID: CUUR0000SEHG02, CUUR0000SEHG02

RESOLUTION NUMBER 25-88

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING ADJUSTMENT TO CITY OF EUSTIS RATES FOR THE SOLID WASTE COLLECTION SERVICES, TO PROVIDE FOR THE ANNUAL ADJUSTMENT OF THE GARBAGE AND TRASH RATE INDEX PROVIDED BY THE U.S. BUREAU OF LABOR FOR WASTE MANAGEMENT, INC. OF FLORIDA TO BE EFFECTIVE JANUARY 1, 2026.

WHEREAS, the City of Eustis, Florida entered into an exclusive franchise agreement with Waste Management, Inc. of Florida, which began on February 20, 2025; and

WHEREAS, in accordance with the provision of that agreement, Waste Management Inc. of Florida, is permitted to request an annual increase or decrease based on the Garbage and Trash Rate Index provided by the U.S. Bureau of Labor Statistics; and

WHEREAS, the established Garbage and Trash Rate Index for Waste Management, Inc. of Florida, reflects an increase of \$0.70 cents or 5.36% for solid waste collection costs; and

WHEREAS, the established Disposal Fee Rate for Waste Management, Inc. of Florida, reflects an increase of \$0.33 cents or 4.83% for solid waste collection costs; and

WHEREAS, the established Franchise Fee (7% Hauling and Disposal) for Waste Management, Inc. of Florida, reflects an increase of \$0.07 cents or 1.47% for solid waste collection costs; and

WHEREAS, the City Commission of the City of Eustis, Florida, has held a public hearing this date on the said rate for solid waste collection services provided by Waste Management, Inc. of Florida;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, hereby adjusts the rates for waste collection services provided by Waste Management, Inc. of Florida, which hereby increased by \$1.10 or 5.05%, which equates to a total charge of \$22.90. Said rates will be effective January 1, 2026.

DONE AND RESOLVED this 20th day of November 2025, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Willie L. Hawkins
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 20th day of November 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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 25-88 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

**CITY OF EUSTIS
CAN RESIDENTIAL SOLID WASTE COLLECTION RATES
AND
RESIDENTIAL RECYCLING COLLECTION RATES**

*EFFECTIVE ON
JANUARY 1, 2026*

EXHIBIT 2

ONE TIME PER WEEK SERVICE:

SOLID & YARD WASTE COLLECTION	\$ 13.83
RECYCLING COLLECTION	\$ -
HAULING SUBTOTAL	\$ 13.83
DISPOSAL	\$ 7.18
FRANCHISE FEE (7%)	\$ 1.47
BILLING CHARGE	<u>\$ 0.42</u>
TOTAL	\$ 22.90

ADDITIONAL CHARGES

*EFFECTIVE ON
JANUARY 1, 2026*

EXHIBIT 2

SPECIAL PICK-UP CHARGE	\$ 28.13 PER YARD (2 YARD MIN.)
BULK WASTE CHARGE (OVER 3 YARDS)	\$ 25.52 PER YARD
SECOND PICKUP PER WEEK OPTION	\$ 4.29 PER UNIT
DISABLED OFF STREET SERVICE (SOLID WASTE AND RECYCLING)	NO CHARGE
REGULAR OFF STREET SERVICE (SOLID WASTE AND RECYCLING)	\$ 9.95 EXTRA PER MONTH
SPECIAL CITY ASSISTANCE CHARGE (ONE TRUCK AND TWO MEN)	\$ 122.63 PER HOUR
QUARTERLY CLEAN-UP	NO CHARGE

**CITY OF EUSTIS
CONTAINERIZED RESIDENTIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2026

EXHIBIT 3

(Same as containerized commercial solid waste rates except at 7% franchise fee)

PICK-UPS/WEEK> CONTAINER SIZE	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
<u>2 CUBIC YARDS</u>						
COLLECTION	63.28	124.62	185.89	243.04	300.13	360.47
DISPOSAL	45.31	89.23	133.10	174.02	214.90	258.11
FRANCHISE FEE	7.60	14.97	22.33	29.19	36.05	43.30
TOTAL	116.19	228.82	341.32	446.25	551.08	661.88
<u>3 CUBIC YARDS</u>						
COLLECTION	94.95	165.27	239.64	305.37	393.86	472.66
DISPOSAL	67.98	118.34	171.59	218.65	282.02	338.44
FRANCHISE FEE	11.41	19.85	28.79	36.68	47.31	56.78
TOTAL	174.34	303.46	440.02	560.70	723.19	867.88
<u>4 CUBIC YARDS</u>						
COLLECTION	124.62	205.94	289.26	368.53	470.44	564.51
DISPOSAL	89.23	147.46	207.12	263.87	336.85	404.21
FRANCHISE FEE	14.97	24.74	34.75	44.27	56.51	67.81
TOTAL	228.82	378.14	531.13	676.67	863.80	1,036.53
<u>6 CUBIC YARDS</u>						
COLLECTION	185.89	314.09	444.20	574.34	704.63	845.57
DISPOSAL	133.10	224.90	318.06	411.25	504.54	605.45
FRANCHISE FEE	22.33	37.73	53.36	68.99	84.64	101.57
TOTAL	341.32	576.72	815.62	1,054.58	1,293.81	1,552.59
<u>8 CUBIC YARDS</u>						
COLLECTION	247.16	422.17	595.04	765.85	940.87	1,190.14
DISPOSAL	176.97	302.29	426.07	548.37	673.69	852.17
FRANCHISE FEE	29.69	50.71	71.48	92.00	113.02	142.96
TOTAL	453.82	775.17	1,092.59	1,406.22	1,727.58	2,185.27
<u>10 CUBIC YARDS</u>						
COLLECTION	306.29	544.36	774.84	957.32	1,176.07	1,487.62
DISPOSAL	219.31	389.78	554.81	685.47	842.10	1,065.18
FRANCHISE FEE	36.79	65.39	93.08	115.00	141.27	178.70
TOTAL	562.39	999.53	1,422.73	1,757.79	2,159.44	2,731.50

**CITY OF EUSTIS
CAN COMMERCIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2026

EXHIBIT 4

PICK-UPS/WEEK> NUMBER CONTAINERS	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
<u>1 GARBAGE CAN</u>						
COLLECTION	16.41	20.00	24.80	27.27	29.68	32.05
DISPOSAL	11.76	14.32	17.76	19.53	21.25	22.95
FRANCHISE FEE	2.82	3.43	4.26	4.68	5.09	5.50
TOTAL	30.99	37.75	46.82	51.48	56.02	60.50
<u>2 GARBAGE CANS</u>						
COLLECTION	18.84	21.24	27.27	30.89	35.68	40.40
DISPOSAL	13.49	15.21	19.53	22.12	25.55	28.93
FRANCHISE FEE	3.23	3.65	4.68	5.30	6.12	6.93
TOTAL	35.56	40.10	51.48	58.31	67.35	76.26
<u>3 GARBAGE CANS</u>						
COLLECTION	21.24	22.48	29.68	34.45	41.75	48.74
DISPOSAL	15.21	16.10	21.25	24.67	29.90	34.90
FRANCHISE FEE	3.65	3.86	5.09	5.91	7.17	8.36
TOTAL	40.10	42.44	56.02	65.03	78.82	92.00
<u>4 GARBAGE CANS</u>						
COLLECTION	23.64	26.00	32.10	38.13	47.63	57.21
DISPOSAL	16.93	18.62	22.99	27.30	34.11	40.96
FRANCHISE FEE	4.06	4.46	5.51	6.54	8.17	9.82
TOTAL	44.63	49.08	60.60	71.97	89.91	107.99
<u>5 GARBAGE CANS</u>						
COLLECTION	26.02	29.23	34.44	41.75	53.71	66.86
DISPOSAL	18.63	20.93	24.66	29.90	38.46	47.87
FRANCHISE FEE	4.47	5.02	5.91	7.17	9.22	11.47
TOTAL	49.12	55.18	65.01	78.82	101.39	126.20
<u>6 GARBAGE CANS</u>						
COLLECTION	28.51	32.44	36.92	45.29	59.71	69.10
DISPOSAL	20.41	23.23	26.44	32.43	42.75	49.48
FRANCHISE FEE	4.89	5.57	6.34	7.77	10.25	11.86
TOTAL	53.81	61.24	69.70	85.49	112.71	130.44

**CITY OF EUSTIS
CONTAINERIZED COMMERCIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2026

**EXHIBIT 5
PAGE 1 OF 3**

PICK-UPS/WEEK> CONTAINER SIZE	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
<u>2 CUBIC YARDS</u>						
COLLECTION	63.28	124.62	185.89	243.04	300.13	360.47
DISPOSAL	45.31	89.23	133.10	174.02	214.90	258.11
FRANCHISE FEE	10.86	21.39	31.90	41.71	51.50	61.86
TOTAL	119.45	235.24	350.89	458.77	566.53	680.44
<u>3 CUBIC YARDS</u>						
COLLECTION	94.95	165.27	239.64	305.37	393.86	472.66
DISPOSAL	67.98	118.34	171.59	218.65	282.02	338.44
FRANCHISE FEE	16.29	28.36	41.12	52.40	67.59	81.11
TOTAL	179.22	311.97	452.35	576.42	743.47	892.21
<u>4 CUBIC YARDS</u>						
COLLECTION	124.62	205.94	289.26	368.53	470.44	564.51
DISPOSAL	89.23	147.46	207.12	263.87	336.85	404.21
FRANCHISE FEE	21.39	35.34	49.64	63.24	80.73	96.87
TOTAL	235.24	388.74	546.02	695.64	888.02	1,065.59
<u>6 CUBIC YARDS</u>						
COLLECTION	185.89	314.09	444.20	574.34	704.63	845.57
DISPOSAL	133.10	224.90	318.06	411.25	504.54	605.45
FRANCHISE FEE	31.90	53.90	76.23	98.56	120.92	145.10
TOTAL	350.89	592.89	838.49	1,084.15	1,330.09	1,596.12
<u>8 CUBIC YARDS</u>						
COLLECTION	247.16	422.17	595.04	765.85	940.87	1,190.14
DISPOSAL	176.97	302.29	426.07	548.37	673.69	852.17
FRANCHISE FEE	42.41	72.45	102.11	131.42	161.46	204.23
TOTAL	466.54	796.91	1,123.22	1,445.64	1,776.02	2,246.54
<u>10 CUBIC YARDS</u>						
COLLECTION	306.29	544.36	774.84	957.32	1,176.07	1,487.62
DISPOSAL	219.31	389.78	554.81	685.47	842.10	1,065.18
FRANCHISE FEE	52.56	93.41	132.97	164.28	201.82	255.28
TOTAL	578.16	1,027.55	1,462.62	1,807.07	2,219.99	2,808.08

**CITY OF EUSTIS
CONTAINERIZED COMMERCIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2026

**EXHIBIT 5
PAGE 2 OF 3**

COMMERCIAL CONTAINER EXTRA PICK-UP RATES

<u>SIZE CONTAINER</u>	<u>CHARGE</u>	<u>FRANCHISE</u>	<u>TOTAL</u>
2 CUBIC YARD	\$ 61.14	\$ 6.11	\$ 67.25
3 CUBIC YARD	\$ 87.40	\$ 8.74	\$ 96.14
4 CUBIC YARD	\$ 116.47	\$ 11.65	\$ 128.12
6 CUBIC YARD	\$ 174.72	\$ 17.47	\$ 192.19
8 CUBIC YARD	\$ 232.94	\$ 23.29	\$ 256.23
10 CUBIC YARD	\$ 291.15	\$ 29.12	\$ 320.27

ADDITIONAL CHARGES

CONTAINER ROLL OUT CHARGE	\$ 47.66 PER WEEKLY COLLECTION
CONTAINER DELIVERY CHARGE	\$ 66.60 PER CONTAINER
CONTAINER SWAP CHARGE	\$ 66.60 PER CONTAINER
SPECIAL COLLECTION CHARGE	\$ 29.30 PER YARD (2 YARD MINIMUM)

**CITY OF EUSTIS
CONTAINERIZED COMMERCIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2026

**EXHIBIT 5
PAGE 3 OF 3**

OPEN TOP ROLL-OFF AND COMPACTOR RATE SCHEDULE

DELIVERY CHARGES

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE	154.41	154.41	154.41	154.41

* CHARGES DO NOT INCLUDE FRANCHISE FEE WHICH IS 10 % OF GROSS CUSTOMER BILLING.

CONTAINER RENTAL

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE PER MO.	153.36	185.30	216.18	247.05

* CHARGES DO NOT INCLUDE FRANCHISE FEE WHICH IS 10 % OF GROSS CUSTOMER BILLING.

HAULING CHARGES

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE PER	370.57	401.47	455.45	494.11
HAUL	DISP. CHARGES	DISP. CHARGES	DISP. CHARGES	DISP. CHARGES

* CHARGES DO NOT INCLUDE FRANCHISE FEE WHICH IS 10 % OF GROSS CUSTOMER BILLING.

ADDITIONAL CHARGES

RELOCATION CHARGES	129.70
WASH OUT CHARGE	194.53
TRIP CHARGE	129.70

**CITY OF EUSTIS
COMPACTOR COMMERCIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2026

EXHIBIT 6

PICK-UPS/WEEK> CONTAINER SIZE	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
<u>2 CUBIC YARDS</u>						
COLLECTION	121.47	215.82	314.14	412.53	510.94	609.31
DISPOSAL	137.92	275.84	413.77	551.69	689.61	827.53
FRANCHISE FEE	25.94	49.17	72.79	96.42	120.06	143.68
TOTAL	285.33	540.83	800.70	1,060.64	1,320.61	1,580.52
<u>3 CUBIC YARDS</u>						
COLLECTION	160.89	308.47	456.05	604.22	751.85	899.43
DISPOSAL	206.88	413.77	620.64	827.53	1,034.42	1,241.30
FRANCHISE FEE	36.78	72.22	107.67	143.18	178.63	214.07
TOTAL	404.55	794.46	1,184.36	1,574.93	1,964.90	2,354.80
<u>4 CUBIC YARDS</u>						
COLLECTION	183.44	366.30	549.74	732.54	916.06	1,098.86
DISPOSAL	275.84	551.69	827.53	1,103.37	1,379.21	1,655.07
FRANCHISE FEE	45.93	91.80	137.73	183.59	229.53	275.39
TOTAL	505.21	1,009.79	1,515.00	2,019.50	2,524.80	3,029.32
<u>5 CUBIC YARDS</u>						
COLLECTION	212.05	423.51	635.52	846.94	1,059.00	1,270.77
DISPOSAL	344.81	689.61	1,034.42	1,379.21	1,724.03	2,068.82
FRANCHISE FEE	55.69	111.31	166.99	222.62	278.30	333.96
TOTAL	612.55	1,224.43	1,836.93	2,448.77	3,061.33	3,673.55
<u>6 CUBIC YARDS</u>						
COLLECTION	240.64	480.65	721.33	961.38	1,202.01	1,442.59
DISPOSAL	413.77	827.53	1,241.30	1,655.07	2,068.82	2,482.60
FRANCHISE FEE	65.44	130.82	196.26	261.65	327.08	392.52
TOTAL	719.85	1,439.00	2,158.89	2,878.10	3,597.91	4,317.71
<u>8 CUBIC YARDS</u>						
COLLECTION	307.38	628.01	948.05	1,268.69	1,589.32	1,909.98
DISPOSAL	551.69	1,103.37	1,655.07	2,206.76	2,758.43	3,310.12
FRANCHISE FEE	85.91	173.14	260.31	347.55	434.78	522.01
TOTAL	944.98	1,904.52	2,863.43	3,823.00	4,782.53	5,742.11

CPI for All Urban Consumers (CPI-U) Original Data Value

For the City of Eustis

Series Id: CUUR0000SEHG02,CUUS0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	580.042	598.646
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807	609.983	621.029
2025	629.803	641.938	642.053	643.063	646.507	648.477	652.682	656.067	652.831				641.974	

Index Change = 33.191

CPI Change = 5.36%

Consumer Price Index for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUUR0000SEHG,CUUS0000SEHG
Not Seasonally Adjusted
Series Title: Water and sewer and trash collection services in U.S.
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	210.243	211.397	211.738	212.153	212.542	212.863	213.873	215.844	216.173	216.380	217.004	217.386		
2016	218.370	219.036	219.649	220.506	221.360	221.396	221.358	222.554	223.111	223.420	224.399	224.745		
2017	226.411	227.277	227.553	228.133	228.396	228.599	229.008	229.772	230.142	230.614	231.522	231.842		
2018	232.977	233.858	234.215	235.141	235.878	236.493	237.186	238.439	238.512	238.936	241.774	242.204	234.760	239.509
2019	241.606	242.011	242.611	243.490	243.774	244.322	244.943	245.549	245.903	246.741	247.364	247.567	242.969	246.345
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456	250.331	254.588
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365	259.202	263.748
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464	270.076	276.337
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915	284.687	291.425
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234	299.305	305.520
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244	319.403	319.867				314.127	

Index Change = 14.750

Residential CPI Change = 4.83%

Commercial CPI Change = 0.00%

Current Disposal Rate \$ 45.81 Fuel & Environmental Surcharge (5.5%) \$ 48.33

New Disposal Rate \$ 48.02 \$ 50.66



Reworld Lake II, Inc.
3830 Rogers Industrial Park Rd
Okahumpka, FL 34762
352.365.1611

October 27, 2025

Mr. Doug McCoy
WM Inc. of Florida
8708 N.E. 44th Drive
Wildwood, FL 24785

RE: Disposal Rates for Lake - WM Disposal Services Agreement effective December 1, 2024
Disposal Price Adjustment effective December 1, 2025

Dear Mr. McCoy:

This letter serves to inform you that per the terms of the above referenced Disposal Services Agreement between WM Inc, of Florida and Reworld Lake II, Inc. the disposal prices at the Reworld Lake facility will be adjusted by 4.8% effective December 1, 2025 per the Bureau of Labor Statistics Index CUSR0000SEHG All Urban Consumers, Water and Sewer and Trash collection services in U.S. city average, from the preceding year. I have included a copy of the BLS data for your reference with this letter. The new disposal rates will be as follows:

	<u>Current Rate</u>	<u>Adjusted Rate</u>
Commercial FEL, REL and Rolloff loads – MSW Only Total Disposal Capacity of 20,000 tons per year	\$45.81 per ton	\$48.01 per ton

All charges are subject to the fuel & environmental surcharge (currently 5.5%) and will be assessed on all tons delivered to the facility.

Thank you for your continued partnership – we truly appreciate it. If you need any additional information regarding this matter, please do not hesitate to contact me at any time via email at pwalsh2@reworldwaste.com or cellphone at (813) 399-1773.

Best Regards,

Patrick R. Walsh
Area Asset Manager
Reworld Lake II, Inc.
(813) 399-1773
pwalsh2@reworldwaste.com

Bureau of Labor Statistics

Consumer Price Index for All Urban Consumers (CPI-U)
12-Month Percent Change

Series Id: CUSR0000SEHG
Seasonally Adjusted
Series Title: Water and sewer and trash collection services in
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	4.5	4.6	4.5	4.5	4.7	4.7	4.3	4.7	4.8	4.3	4.0	3.8
2016	3.9	3.6	3.8	3.9	4.1	3.9	3.5	3.2	3.2	3.3	3.4	3.3
2017	3.7	3.8	3.6	3.4	3.1	3.2	3.5	3.3	3.2	3.2	3.2	3.1
2018	2.9	2.9	2.9	3.1	3.3	3.4	3.5	3.7	3.7	3.7	4.4	4.5
2019	3.7	3.4	3.6	3.6	3.4	3.3	3.3	3.0	3.1	3.2	2.4	2.3
2020	3.1	3.4	3.3	3.0	2.9	2.8	3.0	3.5	3.4	3.1	3.3	3.4
2021	3.6	3.6	3.5	3.6	3.4	3.6	3.7	3.5	3.7	3.7	3.5	3.5
2022	4.0	4.2	4.0	4.2	4.4	4.4	4.4	4.6	4.9	4.8	5.0	4.9
2023	5.0	5.2	5.4	5.4	5.7	5.7	5.8	5.8	5.2	5.3	5.4	5.2
2024	5.5	5.3	5.3	5.3	4.8	4.6	4.5	4.2	4.8	5.0	5.2	5.2
2025	4.4	4.9	4.9	4.9	5.2	5.4	5.3	5.3	4.8			

Source: Bureau of Labor Statistics

Generated on: October 27, 2025 (10:17:28 AM)



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: NOVEMBER 20, 2025

RE: RESOLUTION NUMBER 25-92: AMENDMENT IN THE AMOUNT OF \$2,338,828.18 TO THE FY 2025/26 BUDGET FOR CARRY-OVER OF FY 2024/2025 FUNDS ENCUMBERED BY PURCHASE ORDER FOR VARIOUS CAPITAL PROJECTS AND CONSULTING SERVICES AGREEMENTS

Introduction:

The purpose of Resolution Number 25-92 is to amend the FY 2025/26 budget to include funds that were encumbered by purchase orders in FY 2024/25 but were not spent by the end of FY 2024/25.

Recommended Action:

Staff recommends approval of Resolution Number 25-92.

Background:

Each year during the budget process, requested funds for capital projects and consulting services are budgeted taking into account any remaining budgeted funds in the current fiscal year. The process is to budget only those additional funds needed to complete capital projects and consulting services agreements with the intent to carry-over any encumbered funds remaining from the prior fiscal year. This allows for the carry-over of funds for capital projects and consulting services agreements that were encumbered in FY 2024/25.

This amendment provides the mechanism to amend the FY 2025/26 budget to include remaining FY 2024/25 encumbered funds for various capital projects and consulting services agreements in order to fund those items through completion.

The detailed listing of open purchase orders is attached as Exhibit A in the Resolution. The summary, by fund, is presented on the following table.

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	5-001	\$149,356.27	\$0.00	\$0.00	\$149,356.27
SALES TAX FUND	5-010	\$445,107.46	\$0.00	\$0.00	\$445,107.46
COMMUNITY REDEVEL	5-014	\$48,550.00	\$0.00	\$0.00	\$48,550.00
WATER/SEWER	5-040	\$422,036.78	\$0.00	\$0.00	\$422,036.78
WATER & SEWER REV	5-042	\$928,856.18	\$0.00	\$0.00	\$928,856.18
STORMWATER UTILITY	5-049	\$87,327.50	\$0.00	\$0.00	\$87,327.50
WATER IMPACT TRUST	5-065	\$165,942.63	\$0.00	\$0.00	\$165,942.63
SEWER IMPACT FEE F	5-066	\$91,651.36	\$0.00	\$0.00	\$91,651.36
Total Of All Funds:		\$2,338,828.18	\$0.00	\$0.00	\$2,338,828.18

Budget and Staff Impact:

The impact to the budget is an amendment to the FY 2025/26 budget in the amount of \$2,338,828.18. The funding source is FY 2024/25 encumbered budgeted funds.

Prepared by:

Lori Carr, Finance Director

Reviewed by:

Mari Leisen, Deputy Finance Director

RESOLUTION NUMBER 25-92

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, FOR THE GENERAL, SALES TAX, COMMUNITY REDEVELOPMENT, WATER/SEWER, WATER/SEWER R&R, STORMWATER, WATER IMPACT FEES AND SEWER IMPACT FEES FUNDS AND BY ADJUSTING EXPENDITURES; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND PROVING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis adopted the final FY 2025/26 budget on September 18, 2025; and

WHEREAS, the City of Eustis has remaining funds encumbered by purchase order for various capital projects and consulting services agreements in the FY 2024/25 budget; and

WHEREAS, it is necessary to amend the FY 2025/26 budget to include these encumbered funds in order to fully fund various capital projects and contractual services agreements that have been started in FY 2024/25 or earlier; and

WHEREAS, Budgeting Best Practices allows for carry-over of these funds; and

WHEREAS, the total amount of carry-over funds is \$2,338,828.18 as detailed in Attachment A.

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

1. The Fiscal Year 2025/26 Adopted Budget is amended to include FY 2024/25 funds encumbered by purchase order for various capital projects and contractual services agreements.
2. The Fiscal Year 2025/26 Adopted Budget is amended by the additional amount of \$2,338,828.18 for various capital projects and contractual services agreements.

DONE AND RESOLVED, this 20th day of November 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Willie L. Hawkins
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 20th day of November 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-92 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Ranges				Item Status		Purchase Types		Misc			
Range: 5 to 6zzzzzzzzzzzzzzzzzz Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 09/30/25				Open: Y Void: N Paid: N Held: Y Aprv: Y Rcvd: Y		Bid: Y State: Y Other: Y Exempt: Y		P.O. Type: All Format: Detail without Line Item Notes Include Non-Budgeted: Y Prior Year Only: N * Means Prior Year Line: Vendors: All PROGRAM Page Break: No DEPT Page Break: No Subtotal PROGRAM: No Subtotal DEPT: No Subtotal OBJECT: No			
Expenditure Account				Description							
P.O. Id	Item	Vendor Id	Vendor Name	Item Description		Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	PO Type
Fund:GENERAL FUND											
001-1200-512-30-31			OPER EXP / PROFESSIONAL SVCS								
*24-00834	8	WILLD005	WILLDAN FINANCIAL SERVICES	STRATEGIC PLAN SERVICES		\$40,320.00	O	12/14/23			
001-1220-512-95-03			NON-OP PROJ / ECONOMIC DEVEL INITIATIVE								
25-03388	3	APPLI015	APPLIED MARKETING SCIENCES,LLC	TARGET MARKETING PLAN		\$3,000.00	O	07/25/25			
001-1350-513-60-64			CAP OUTLAY / MACHINERY & EQUIP								
25-03797	1	COMPU020	COMPUTERS AT WORK!, INC.	DELL PRO 16 (PC16250) BTX BASE		\$1,159.03	O	09/03/25		QUOTE:CAWQ3768:	
25-03797	2	COMPU020	COMPUTERS AT WORK!, INC.	DELL PRO 16 PC16250 XCTO BASE		\$1,144.58	O	09/03/25			
						\$2,303.61					
001-2100-521-60-64			CAP OUTLAY / MACHINERY & EQUIP								
25-03157	2	GENST005	GENSTAR SERVICE, LLC	GENERATOR		\$28,780.00	O	07/03/25			
001-7300-572-60-64			CAP OUTLAY / P&R MACHINERY & EQUIPMENT								
25-01090	12	MOTOR010	MOTOROLA SOLUTIONS INC	SECURITY CAMERAS - SUNSET PARK		\$4,262.17	O	01/15/25			
25-01090	17	MOTOR010	MOTOROLA SOLUTIONS INC	COMMUNITY CENTER - CAMERAS		\$10,713.56	O	01/15/25			
25-01090	18	MOTOR010	MOTOROLA SOLUTIONS INC	CLIFFORD TAYLOR HOUSE -CAMERAS		\$7,691.93	O	01/16/25			
						\$22,667.66					

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RESOLUTION 25-92
Attachment A

Attachment A

Expenditure Account		Description									
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
001-7310-572-60-64		CAP OUTLAY / P&R MACHINERY & EQUIPMENT									
25-01876	3	SMILE005	SMILEY'S AUDIO-VISUAL, INC	AUDIO SYSTEM - WOMEN'S CLUB	\$5,200.00	O	03/20/25				
25-02832	2	TRASK005	TRASK CONSTRUCTION COMPANY	BRICK SIGNS	\$9,000.00	O	06/06/25				
25-04176	1	RAPTU005	RAPTURE AIR INC	AC REPLACEMENT WOMEN'S CLUB	\$8,700.00	O	09/30/25				
					\$22,900.00						
001-8600-581-94-33		MISCELLANEOUS PROJECTS /AMER. IN BLOOM									
*24-02180	2	MURRA010	MURRAY DESIGN GROUP INC	LANDSCAPE ARCHITECTURAL	\$15,885.00	O	04/17/24				
26-00034	1	MURRA010	MURRAY DESIGN GROUP INC	PER ATTACHED PROPOSAL FROM	\$13,500.00	O	09/30/25				
					\$29,385.00						
Fund Total: GENERAL FUND					\$149,356.27						
Fund:SALES TAX FUND											
010-8600-513-60-01		CAP OUTLAY / CITY COMPUTER UPGRADE PROG									
25-04177	1	COMPU020	COMPUTERS AT WORK!, INC.	DELL PRO 16(PC16250) XCTO BASE	\$57,951.50	O	09/30/25			QUOTE:CAWQ3379I	
25-04177	2	COMPU020	COMPUTERS AT WORK!, INC.	DELL PRO SLIM W 180W PSU INTEL	\$27,562.54	O	09/30/25				
25-04177	3	COMPU020	COMPUTERS AT WORK!, INC.	DELL PRO 16 PC16250 BTX BASE	\$2,941.17	O	09/30/25				
					\$88,455.21						
010-8600-513-60-04		CAP OUTLAY / SECURITY SYSTEM									
25-04140	2	VISIO005	VISIONARY SYSTEMS AV LLC	AVIGION deposit only - CAMERAS	\$1,830.90	O	09/29/25				
010-8600-517-60-14		CAP OUTLAY / PARKS MISC EQUIPM.& MAINT.									
25-03956	1	BARCO010	BARCO PRODUCTS LLC	FOR PURCHSAE OF PARK AMENITIES	\$8,247.44	O	09/11/25				
010-8600-517-60-16		CAP OUTLAY / 400 MORIN ST BUID.ADDITIONS									
25-02416	4	CPHIN005	CPH CONSULTING LLC	DESIGN OF PW ADMIN BUILDING	\$482.75	O	05/01/25				
010-8600-517-60-19		CAP OUTLAY / FIRE STATION IMPROVEMENTS									
25-03316	2	MURRA010	MURRAY DESIGN GROUP INC	LANDSCAPE ARCHITECTURAL DESIGN	\$6,000.00	O	07/17/25				

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CITY OF EUSTIS
Purchase Order Listing By Expenditure Account

11/12/2025

Item 4.2 PM

Expenditure Account		Description									
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
010-8600-521-60-74		CAP OUTLAY / PD CAMERAS									
25-01090	14	MOTOR010	MOTOROLA SOLUTIONS INC	EUSTIS POLICE EVIDENCE BARN	\$8,899.67	O	01/15/25				
25-01090	16	MOTOR010	MOTOROLA SOLUTIONS INC	PARKING GARAGE - CAMERAS	\$18,511.38	O	08/22/25				
					\$27,411.05						
010-8600-522-60-11		CAP OUTLAY / FIRE FS 22 RENOVATION									
25-02251	2	KMFAR005	KMF ARCHITECTS	ARCHITECTURAL SERVICES	- \$2,068.15	O	04/18/25				
010-8600-522-60-17		CAP OUTLAY / FIRE COMMUNICATION									
25-03780	1	DELLF005	DELL FINANCIAL SERVICES LLC	2 Laptops	\$2,506.80	O	09/03/25				
25-03780	2	DELLF005	DELL FINANCIAL SERVICES LLC	1 Desktop	\$1,222.76	O	09/03/25				
					\$3,729.56						
010-8600-541-60-50		CAP OUTLAY / ROSENWALD GARDENS-COOLIDGE									
*24-00498	14	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	COOLIDGE STREET STORMWATER	\$734.29	O	11/16/23				
24-00498	22	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	CHANGE ORDER - RES #25-08	\$83,459.97	O	05/21/25				
24-00498	23	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	CHANGE ORDER #1	\$12,211.03	O	04/03/25				
					\$96,405.29						
010-8600-571-60-01		CAP OUTLAY / LIBRARY A/C									
25-02420	4	MATER005	MATERN PROFESSIONAL ENGINEERIN	FEE PROPOSAL RECEIVED 4/25/25	\$10,066.00	O	05/01/25				
010-8600-572-60-02		CAP OUTLAY / P&R FACILITY IMPROVEMENTS									
25-04174	1	BOBSA005	BOB'S A/C & REFRIGERATION	A/C REPLACEMENT ADMIN BLDG	\$19,557.30	O	09/30/25				
010-8600-572-60-33		CAP OUTLAY / WAYFINDING & GATEWAY SIGNS									
25-02832	3	TRASK005	TRASK CONSTRUCTION COMPANY	BRICK SIGNS	\$36,000.00	O	06/06/25				
010-8600-572-60-80		CAP OUTLAY / SPLASH PAD									
25-04173	1	REMBR005	REMBRANDT'S FENCING INC	POOL AND SPLASH PAD FENCE	\$30,000.00	O	09/30/25				

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Expenditure Account			Description								
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
010-8600-572-60-85CAP OUTLAY / P&R AQUATIC CENTER IMPROV.											
25-04172	1	THEPO005	THE POOL SPECIALIST OF FLORIDA	POOL SURFACING	\$39,784.47	O	09/30/25				
010-8600-572-60-89CAP OUTLAY / P&R POOL RESURFACING											
25-04172	1	THEPO005	THE POOL SPECIALIST OF FLORIDA	POOL SURFACING	\$50,000.00	O	09/30/25				
010-8600-572-60-91CAP OUTLAY / GARDEN ROOM IMPROVEMENTS											
25-03922	1	SMILE005	SMILEY'S AUDIO-VISUAL, INC	GARDEN ROOM AUDIO	\$25,069.34	O	09/09/25				
Fund Total: SALES TAX FUND					\$445,107.46						
Fund:COMMUNITY REDEVELOPMENT TRUST FUND											
014-8600-581-60-21CAP OUTLAY / LAKE EUSTIS SEAWALL REHAB											
*24-01441	1	DREDG005	DREDGING & MARINE CONSULTANTS	SERVICES FOR ENGINEERING	\$48,550.00	O	02/14/24				
Fund Total: COMMUNITY REDEVELOPMENT TRUST FUND					\$48,550.00						
Fund:WATER/SEWER											
040-3100-536-30-31OPERATING EXPENSES / PROFESSIONAL SVCS											
25-02132	15	RAFTE005	RAFTELIS FINANCIAL CONSULTANTS	UTILITY & RATE STUDIES	\$24,352.50	O	04/09/25				
25-03055	4	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	PER PROPOSAL FROM KIMLEY-HORN	\$192,843.12	O	06/27/25				
					\$217,195.62						
040-3130-536-60-64CAP OUTLAY / MACHINERY & EQUIP											
25-04009	1	FERGU010	FERGUSON ENTERPRISES, INC.	MRX SPECIAL PRICING	\$11,000.00	O	09/17/25			TBD	
25-04009	2	FERGU010	FERGUSON ENTERPRISES, INC.	R900 BELT CLIP SPECIAL PRICING	\$5,500.00	O	09/17/25			TBD	
25-04016	1	FERGU010	FERGUSON ENTERPRISES, INC.	NEPTUNE BELT CLIPS METER READG	\$16,500.00	O	09/17/25			TBD	
					\$33,000.00						
040-3300-533-30-31OPERATING EXPENSES / PROFESSIONAL SVCS											
*24-00909	11	WRIGH010	WRIGHT-PIERCE INC	HYDRAULIC MODELING ON-CALL	\$9,727.69	O	12/22/23				
*24-02928	10	WRIGH010	WRIGHT-PIERCE INC	BALANCE OF LINE 1	\$9,025.00	O	06/19/24				
25-02001	8	WRIGH010	WRIGHT-PIERCE INC	GIS ON-CALL SERVICES TO	\$8,988.47	O	03/28/25				

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Expenditure Account			Description								
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
					\$27,741.16						
040-3360-533-30-31			OPERATING EXPENSES / PROFESSIONAL SVCS								
*23-03950	1	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	CONTINUING PROFESSIONAL	\$30,000.00	O	09/21/23				
040-3500-535-30-31			OPERATING EXPENSES / PROFESSIONAL SVCS								
25-03440	1	WRIGH010	WRIGHT-PIERCE INC	ENGINEERING/DESIGN SERVICES	\$19,900.00	O	07/30/25				
040-3510-535-60-64			CAP OUTLAY / MACHINERY & EQUIP								
25-02714	1	HYDRA005	HYDRA SERVICE INC	EUSTIS - HYDRALINK FOR LS 2,	\$24,000.00	O	05/29/25				
040-3530-535-60-95			CAP OUTLAY / LIMS SOFTWARE								
25-02165	1	ETHOS005	ETHOSOFT, INC	LAB MANAGEMENT SERVICES	\$45,400.00	O	04/10/25				
040-3580-535-60-64			CAP OUTLAY / MACHINERY & EQUIP								
25-02714	1	HYDRA005	HYDRA SERVICE INC	EUSTIS - HYDRALINK FOR LS 2,	\$24,800.00	O	05/29/25				
Fund Total: WATER/SEWER					\$422,036.78						
Fund:WATER & SEWER REVENUE FUND											
042-8400-535-30-31			OPER EXP / PROFESSIONAL SVCS								
25-02382	2	WRIGH010	WRIGHT-PIERCE INC	BALANCE OF LINE 1	\$4,679.00	O	04/29/25				
042-8600-533-65-03			WATER R&R / ARDICE WELL								
25-01874	1	ALLEN005	ALLEN'S WELL DRILLING INC	ARDICE WTP WELL INSPT & REHAB	\$16,463.58	O	03/20/25				
25-01874	2	ALLEN005	ALLEN'S WELL DRILLING INC	CHANGE ORDER #1	\$21,827.84	O	09/04/25				
					\$38,291.42						

Expenditure Account			Description								
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
042-8600-533-65-07			WATER R&R / METER REPLACEMENT		Account Continued						
25-03826	1	FERGU015	FERGUSON WATERWORKS #126	REG P/C R900I V4 USG 5/8 T10	\$17,740.00	R	09/04/25	09/30/25		2185225-3	
042-8600-533-65-51			WATER R&R / EASTERN WELL ONE								
*24-01878	11	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	CONSTRUCTION PHASE SERVICES	\$5,759.59	O	03/20/24				
*24-02566	1	RCMUT005	RCM UTILITIES LLC	EASTERN WTP WELL & HSP PRJ.	\$170,700.87	O	05/17/24				
					\$176,460.46						
042-8600-533-65-71			WATER R&R / ONE TON SERVICE TRUCK								
25-02247	1	DUVAL005	DUVAL FORD	2025 FORD F250 REGULAR CAB	\$75,463.00	O	04/17/25				
042-8600-533-66-51			WATER R&R / CROM TANK								
25-03522	1	WRIGH010	WRIGHT-PIERCE INC	ENGINEERING/DESIGN SERVICES	\$49,170.00	O	08/06/25				
042-8600-535-66-16			SEWER R&R / CR 44 FORCE MAIN								
*24-01345	15	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	SURVEY	\$844.00	O	02/07/24				
*24-01345	18	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	DESIGN SERVICES	\$1,656.00	O	02/07/24				
24-01345	22	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	DESIGN SERVICES - CHANGE ORDER	\$11,085.00	O	06/18/25				
25-03054	4	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	CONTINUING SERVICES CONTRACT	\$50,323.75	O	06/27/25				
25-03374	1	CACIQ005	CACIQUE UTILITIES	CR44 FORCE MAIN REPLACEMENT	\$381,150.00	O	07/23/25				
					\$445,058.75						
042-8600-535-66-76			SEWER R&R / LIFT STATION GENERATOR								
25-01769	3	TRADE020	TRADEWINDS POWER CORP	MODEL TS870 AUTOMATIC TRANSFER	\$3,960.00	O	03/13/25				
25-03745	2	WRIGH010	WRIGHT-PIERCE INC	PER PROPOSAL SIGNED 8/20/25	\$18,754.55	O	08/28/25				
					\$22,714.55						
042-8600-535-66-92			SEWER R&R / BIOLOGICAL PROCESS EQUIPMENT								
25-02126	1	POWER005	POWER & PUMPS INC.	SHINMAYWA SUBMERSIBLE MIXER	\$10,475.00	O	04/09/25				
25-02714	1	HYDRA005	HYDRA SERVICE INC	EUSTIS - HYDRALINK FOR LS 2,	\$88,804.00	O	05/29/25				
					\$99,279.00						
Fund Total: WATER & SEWER REVENUE FUND					\$928,856.18						

Expenditure Account			Description								
P.O. Id	Item	Vendor Id	Vendor Name	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	PO Type
049-3700-538-30-31											
OPER EXP / PROFESSIONAL SVCS											
25-02132	10	RAFTE005	RAFTELIS FINANCIAL CONSULTANTS	BALANCE OF FUNDING FOR LINE #1	\$20,754.50	O	04/17/25				
049-3720-538-60-02											
CAP OUTLAY / STORMWATER CULVERT REPLACEM											
25-03744	1	WRIGH010	WRIGHT-PIERCE INC	PER PROPOSAL SIGNED 8/20/2025	\$49,000.00	O	08/28/25				
049-3720-538-60-03											
CAP OUTLAY / EUSTIS ST & GOTTSCHKE AVE											
25-02959	1	RINKE005	RINKER MATERIALS	NEED QUOTES AND VENDOR	\$12,633.00	O	06/18/25				
049-3720-538-60-63											
CAP OUTLAY / STORMWATER MASTER PLAN											
*24-03585	14	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	CONTINUATION OF LINE 1	\$4,940.00	O	08/20/24				
Fund Total: STORMWATER UTILITY FUND					\$87,327.50						
Fund:WATER IMPACT TRUST FUND											
065-8600-533-67-17											
CAP OUTLAY / EASTERN HIGH SERVICE PUMP											
*24-01878	2	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	START UP & CLOSE OUT SERVICES	\$6,200.00	O	03/20/24				
*24-01878	11	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	CONSTRUCTION PHASE SERVICES	\$693.41	O	03/20/24				
*24-01878	12	KIMLE005	KIMLEY-HORN AND ASSOCIATES INC	ELECTRICAL SUBCONSULTANT	\$6,693.00	O	03/20/24				
*24-02566	3	RCMUT005	RCM UTILITIES LLC	BALANCE OF LINE 1	\$150,019.22	O	05/17/24				
					\$163,605.63						
065-8600-533-67-35											
CAP OUTLAY / NEW WATER SERVICE SETS											
25-03826	6	FERGU015	FERGUSON WATERWORKS #126	2 M10 R900I GAL 17 LL RECLAIM	\$2,337.00	R	09/04/25	09/30/25		2185225-2	
Fund Total: WATER IMPACT TRUST FUND					\$165,942.63						
Fund:SEWER IMPACT FEE FUND											
066-8600-535-68-37											
CAP OUTLAY / RECLAIM MASTER PLAN											
25-02382	7	WRIGH010	WRIGHT-PIERCE INC	2025 RECLAIM WATER MASTER PLAN	\$91,651.36	O	04/29/25				
Fund Total: SEWER IMPACT FEE FUND					\$91,651.36						
Total Charged Lines: 76 Total List Amount: \$2,338,828.18 Total Void Amount: \$0.00											

Totals by Year-Fund		
Fund Description	Fund	Expend Total
GENERAL FUND	5-001	\$149,356.27
SALES TAX FUND	5-010	\$445,107.46
COMMUNITY REDEVELOPMEN	5-014	\$48,550.00
WATER/SEWER	5-040	\$422,036.78
WATER & SEWER REVENUE FI	5-042	\$928,856.18
STORMWATER UTILITY FUND	5-049	\$87,327.50
WATER IMPACT TRUST FUND	5-065	\$165,942.63
SEWER IMPACT FEE FUND	5-066	\$91,651.36
Total Of All Funds:		\$2,338,828.18

Totals by Fund		
Fund Description	Fund	Expend Total
GENERAL FUND	001	\$149,356.27
SALES TAX FUND	010	\$445,107.46
COMMUNITY REDEVELOPMEN	014	\$48,550.00
WATER/SEWER	040	\$422,036.78
WATER & SEWER REVENUE FI	042	\$928,856.18
STORMWATER UTILITY FUND	049	\$87,327.50
WATER IMPACT TRUST FUND	065	\$165,942.63
SEWER IMPACT FEE FUND	066	\$91,651.36
Total Of All Funds:		\$2,338,828.18

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	5-001	\$93,151.27	\$0.00	\$56,205.00	\$0.00	\$149,356.27
SALES TAX FUND	5-010	\$444,373.17	\$0.00	\$734.29	\$0.00	\$445,107.46
COMMUNITY REDEVELOPMEN	5-014	\$0.00	\$0.00	\$48,550.00	\$0.00	\$48,550.00
WATER/SEWER	5-040	\$373,284.09	\$0.00	\$48,752.69	\$0.00	\$422,036.78
WATER & SEWER REVENUE FI	5-042	\$749,895.72	\$0.00	\$178,960.46	\$0.00	\$928,856.18
STORMWATER UTILITY FUND	5-049	\$82,387.50	\$0.00	\$4,940.00	\$0.00	\$87,327.50
WATER IMPACT TRUST FUND	5-065	\$2,337.00	\$0.00	\$163,605.63	\$0.00	\$165,942.63
SEWER IMPACT FEE FUND	5-066	\$91,651.36	\$0.00	\$0.00	\$0.00	\$91,651.36
Total Of All Funds:		\$1,837,080.11	\$0.00	\$501,748.07	\$0.00	\$2,338,828.18



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: NOVEMBER 20, 2025

RE: Resolution Number 25-93: FY 2025/26 Budget Amendment for Carry-over of FY2024/25 Unencumbered Budgeted Funds for Capital Projects and Consulting Services

Introduction:

The purpose of Resolution Number 25-93 is to amend the FY 2025/26 budget to include unencumbered budgeted carry-over funds from FY 2024/25 for various capital projects and consulting services.

Recommended Action:

Staff recommends approval of Resolution Number 25-93.

Background:

Each year during the budget process, requested funds for capital projects and consulting services are budgeted taking into account any anticipated remaining budgeted funds in the current fiscal year. The process is to budget only those additional funds needed for new capital projects and consulting services or additional funds needed to complete capital projects and consulting services with the intent to carry-over any funds remaining from the prior fiscal year. This allows for the carry-over of funds for capital projects and consulting services that were not yet encumbered in FY 2024/25.

This amendment provides the mechanism to amend the FY 2025/26 budget to include any necessary remaining FY 2024/25 unencumbered funds for capital projects and consulting services.

Budget and Staff Impact:

The impact to the budget is an amendment to the FY 2025/26 budget in the amount of \$11,508,900. The funding source is remaining FY 2024/25 unencumbered budgeted funds.

The total amount of carry-overs requested by fund is shown below. The specific projects are presented in Attachment A of the Resolution.

General Fund	303,700
Sales Tax Fund	5,900,900
Street Improvement Fund	266,900
Parks Impact Fees Fund	133,800
Cemetery Trust Fund	27,700
Stormwater Fund	12,300
Economic Development	56,000
CRA Fund	1,460,300
Grants Fund	90,000
Water/Sewer Utility Fund	356,000
Utility Grants Fund	100,000
Water Impact Fees Fund	198,600
Sewer Impact Fees Fund	750,000
Water/Sewer R&R Fund	1,852,700
Total Carry-over Request	11,508,900

Prepared by:

Lori Carr, Finance Director

Reviewed by:

Mari Leisen, Deputy Finance Director

RESOLUTION NUMBER 25-93

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, FOR THE GENERAL, SALES TAX, STREET IMPROVEMENT, PARKS IMPACT FEES, CEMETERY TRUST, STORMWATER, ECONOMIC DEVELOPMENT, GRANTS, COMMUNITY REDEVELOPMENT, WATER/SEWER UTILITY, R&R AND GRANTS, WATER IMPACT AND SEWER IMPACT FEES FUNDS AND BY ADJUSTING EXPENDITURES; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis adopted the final FY 2025/26 budget on September 18, 2025; and

WHEREAS, the City of Eustis has remaining unencumbered budgeted funds for capital projects and consulting services in the FY 2024/25 budget; and

WHEREAS, it is necessary to amend the FY 2025/26 budget to include these remaining funds in order to fully fund various capital projects and contractual services that were not yet started in FY 2024/25; and

WHEREAS, Budgeting Best Practices allows for carry-over of these funds; and

WHEREAS, the total amount of carry-over funds is \$11,508,900 as detailed in Attachment A.

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

1. The Fiscal Year 2025/26 Adopted Budget is amended to recognize FY 2024/25 excess carry-over unencumbered budgeted funds for various capital projects and contractual services.
2. The Fiscal Year 2025/26 Adopted Budget is amended to include an additional amount of \$11,508,900 for certain capital projects and contractual services.

DONE AND RESOLVED, this 20th day of November 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Willie L. Hawkins
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 20th day of November 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-93 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

RESOLUTION 25-93 ATTACHMENT A

CITY OF EUSTIS

FY 2024/25 - CARRY -OVER PROJECT FUNDS

Account Id	Description	Carryover
GENERAL FUND		
001-1200-512-30-34	CONTRACTUAL - TRAILS STUDY	44,700
001-1240-512-30-31	EVENTS PROF SVCS - WEBSITE IMPROVEMENTS	40,000
001-1300-513-60-64	M & E - FINANCE FURNITURE	5,500
001-1500-515-30-31	PLANNING - PROF SVCS - COMP PLAN REVIEW	90,000
001-2220-522-60-64	M & E - FIRE BUNKER GEAR	51,500
001-7310-572-60-64	CAPITAL - WOMEN'S CLUB PROJECTS PREV ON HOLD	72,000
GENERAL FUND TOTAL		303,700
SALES TAX FUND		
010-8600-517-60-01	CAPITAL - ON-GOING BUILDING MAINT/REPAIR PROJ.	390,800
010-8600-517-60-18	CAPITAL - GREENHOUSE	37,000
010-8600-517-60-19	CAPITAL - FS22 LANDSCAPING	37,000
010-8600-519-60-53	CAPITAL - NORTHSHORE CULVERT	475,000
010-8600-522-60-11	CAPITAL - FS 22 RENOVATION	60,500
010-8600-536-60-01	CAPITAL - FLOATING DOCK - TOUR BOAT/SEA PLANE	345,400
010-8600-572-60-22	CAPITAL - PICKLE BALL COURT CONVERSIONS	15,200
010-8600-572-60-37	CAPITAL - ELIZ. CIRCLE/LIB. PARK ADA ACCOMM	68,200
010-8600-572-60-74	CAPITAL - CARVER PARK EQUIPMENT	79,100
010-8600-513-60-04	CAPITAL - CITY HALL SECURITY CAMERAS	13,700
010-8600-517-60-15	CAPITAL - CEMETERY IMPROVEMENTS	569,800
010-8600-538-60-05	CAPITAL - EUSTIS ST & DONAE AVE	110,000
010-8600-541-60-50	CAPITAL - ROSENWALD GARDENS/COOLIDGE	3,474,100
010-8600-571-60-01	CAPITAL - LIBRARY A/C	154,800
010-8600-571-60-17	CAPITAL - LIBRARY MEETING ROOM	35,000
010-8600-572-60-85	CAPITAL - AQUATIC CENTER IMPROVEMENTS	19,300
010-8600-572-60-83	CAPITAL - CARVER PARK BASKETBALL COURT IMPR	16,000
SALES TAX FUND TOTAL		5,900,900
STREET IMPROVEMENT FUND		
013-4130-541-30-31	PROF SVC - TRAFFIC STUDY	188,300
013-8600-541-64-12	CAPITAL - TRAFFIC CALMING	78,600
STREET IMPROVEMENT FUND TOTAL		266,900
CEMETERY TRUST FUND		
060-4920-517-60-63	CAPITAL - CONSTRUCTION ADM SERVICES	27,700
CEMETERY TRUST FUND TOTAL		27,700

RESOLUTION 25-93 ATTACHMENT A

CITY OF EUSTIS

FY 2024/25 - CARRY -OVER PROJECT FUNDS

Account Id	Description	Carryover
PARKS IMPACT FEES FUND		
063-7600-572-60-37	CAPITAL - COREY ROLLE - PARK LOT / LANDSCAPING	120,600
063-8600-572-60-56	CAPITAL - COREY ROLLE FIELD - BLEACHERS	13,200
	PARKS IMPACT FEES TOTAL	133,800
STORMWATER FUND		
049-3720-538-60-03	CAPTIAL - EUSTIS & GOTTSCHKE	12,300
	STORMWATER FUND TOTAL	12,300
ECONOMIC DEVELOPMENT FUND		
068-1220-552-30-31	PROF SVC	56,000
	ECONOMIC DEVELOPMENT FUND TOTAL	56,000
COMMUNITY REDEVELOPMENT FUND		
014-8600-541-60-01	CAPITAL - STREET REHABILITATION	50,000
014-8600-581-60-21	CAPITAL - SEAWALL REHAB	108,700
014-8600-581-60-38	CAPITAL - CRA SIDEWALK/TREE PLANTING	275,600
014-8600-581-60-46	CAPITAL - PALMETTO PLAZA PARK PH 2	469,000
014-8600-581-60-47	CAPITAL - BAY ST DRAINAGE IMPROVEMENTS	145,000
014-8600-581-60-48	HOUSING REHAB	12,000
014-8600-581-95-05	CAPITAL - CARVER PARK B-BALL COURT PAVILLION	400,000
	CRA TOTAL	1,460,300
GRANTS FUND		
018-1220-552-81-01	EDA TARGETED INDUSTRY GRANT	90,000
	GRANTS FUND TOTAL	90,000
UTILITY GRANTS FUND		
048-3510-535-60-01	CAPITAL - JOHNSON'S POINT SEWER	100,000
	UTILITY GRANTS FUND TOTAL	100,000
WATER IMPACT FEES FUND		
065-8600-533-67-17	CAPITAL - EASTERN HIGH SERVICE PUMP	48,600
065-8600-533-67-16	CAPITAL - ROSENWALD 7 BLOCKS WATER MAIN	150,000
	WATER IMPACT FEES TOTAL	198,600

RESOLUTION 25-93 ATTACHMENT A

CITY OF EUSTIS

FY 2024/25 - CARRY -OVER PROJECT FUNDS

Account Id	Description	Carryover
SEWER IMPACT FEES FUND		
066-8600-535-68-17	CAPITAL - ROSENWALD 7 BLOCKS WATER MAIN	750,000
	SEWER IMPACT FEES TOTAL	750,000
WATER/SEWER FUND		
040-3100-536-30-31	PROF SVC - PAVEMENT ASSESSMENT STUDY	69,000
040-3120-536-30-34	CONTRACTUAL SVC - METER READING EQUIP MAINT	13,900
040-3140-536-60-64	M & E - OUTFITTOF ENVIRO COMPLIANCE VEHICLE	3,800
040-3300-533-30-31	PROF SVC - ENGINEERING WETLAND MONITORING	55,300
040-3300-533-60-64	M & E - SECURITY CAMERAS	18,600
040-3310-533-30-31	PROF SVC - PFAS ENGINEERING	99,000
040-3360-533-30-31	PROF SVC - US WATER WORK	84,400
040-3510-535-60-64	M & E - LS COMMUNICATIONS UPGRADES	12,000
	WATER/SEWER FUND TOTAL	356,000
WATER/SEWER R & R FUND		
042-8600-533-65-03	CAPITAL - ARDICE WELL	35,200
042-8600-533-65-83	CAPITAL - COOLIDGE WM EXPANSION	6,700
042-8600-533-66-06	CAPITAL - JEFFERIS CT GALVANIZED MAIN	166,300
042-8600-533-66-26	CAPITAL - BAY STATE SOUTH UTILITY	75,000
042-8600-533-66-48	CAPITAL - LAKESHORE GALVANIZED MAIN	315,000
042-8600-533-66-50	CAPITAL - EASTERN AREA EXPANSION	276,700
042-8600-533-66-51	CAPITAL - CROM TANK	232,200
042-8600-535-66-16	CAPITAL - CR 44 FORCE MAIN	7,900
042-8600-535-66-35	CAPITAL - BATES AVE SEWER	35,000
042-8600-535-66-46	CAPITAL - COOLIDGE SEWER MAIN EXPANSION	60,600
042-8600-535-66-76	CAPITAL - LIFT STATION GENERATOR	338,600
042-8600-535-66-84	CAPITAL - INFILTRATION / INTRUSION PROJECT	63,500
042-8600-535-66-95	CAPITAL - EASTERN PLANT TURBINE	240,000
	WATER/SEWER R & R FUND TOTAL	1,852,700
TOTAL REQUESTED CARRY-OVER FUNDS - UNENCUMBERED		11,508,900



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: NOVEMBER 20, 2025

RE: RESOLUTION NUMBER 25-96: AMENDMENT IN THE AMOUNT OF \$1,630,000 TO THE FY 2025/26 BUDGET FOR REPAIRS NEEDED TO CITY INFRASTRUCTURE AS A RESULT OF THE OCTOBER 26, 2025, FLOOD EVENT

Introduction:

The purpose of Resolution Number 25-96 is to amend the FY 2025/26 budget to include funding payment for needed repairs to City infrastructure attributed to the 1,000 Year Flood event which occurred on October 26, 2025.

Recommended Action:

Staff recommends approval of Resolution Number 25-96.

Background:

On October 26, 2025, the City of Eustis experienced a significant rainfall event which was deemed a 1,000 Year Flood. As a result of this flood, the City experienced significant damage to critical infrastructure to include roads and streets, stormwater and the water/sewer utility. Some of the repairs will be/have been made by Public Works (General Fund) staff. Other repairs are in the process of being contracted with City vendors.

The Governor of the State of Florida, the Lake County Board of County Commissioners and the City of Eustis have all issued States of Emergency for this event.

This event was not budgeted, and funding is needed to pay for the repairs. The City is not yet fully aware of the extent of damage and the figures presented are best estimates and do not take into account any reimbursements. Staff will be submitting all repair costs to the City's liability and property insurance carrier for reimbursement. The City may bear the costs of any uncovered repair costs and/or deductibles. The City costs may not be eligible for FEMA and/or FDEM public assistance.

This resolution provides funding from Fund Balance from Streets & Roads Fund, Stormwater Fund and Water/Sewer Utility Fund in the total amount of \$1,630,000.

The requested budget amendment by fund is as follows:

Street Improvement Fund	517,500.00	013-8400-525-30-49
Stormwater Fund	137,500.00	049-8400-525-30-49
Water/Sewer Utility Fund	975,000.00	040-8400-525-30-49
	\$ 1,630,000.00	

The requested budget amendment by project is as follows:

5635 - 699 East Hazard Ave	275,000
5636 - 888 Marietta Lane	575,000
5637 - 1301 Morningside Drive	130,000
5638 - Sims Place & Palmetto St	500,000
5640 - 509 Pine Lane Sanitary Repair	150,000
Total Estimate	1,630,000

Budget and Staff Impact:

The FY2025/26 budgetary impact is an increase in expenditures of \$1,630,000. The funding source is Fund Balance from affected funds.

Prepared by:

Lori Carr, Finance Director

Reviewed by:

Mari Leisen, Deputy Finance Director

RESOLUTION NUMBER 25-96

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, FOR THE STREET IMPROVEMENT, STORMWATER AND WATER/SEWER UTILITY FUNDS AND BY ADJUSTING EXPENDITURES; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis adopted the final FY 2025/26 budget on September 18, 2025; and

WHEREAS, On October 26, 2025 the City of Eustis experienced a significant rainfall event that has been deemed a 1,000 Year Flood; and

WHEREAS, as a result of this rainfall and subsequent flooding, significant damage has occurred to City infrastructure to include public works, roads, stormwater and the water/sewer utility system; and

WHEREAS, the Governor of the State of Florida, the Lake County Board of County Commissioners and the City of Eustis have issued States of Emergency for this event pursuant to Chapter 252, Florida Statutes; and

WHEREAS, the City of Eustis Code Section 2-340 (Emergency Purchases) authorizes the City Manager to make emergency purchases and enter into contracts when absolutely necessary to meet an emergency, subject to Commission ratification; and

WHEREAS, the City Commission has been notified of emergency repair work; and

WHEREAS, all emergency measures and expenditures will be submitted to the City's liability and property insurance carrier for reimbursement; and

WHEREAS, the City Commission is aware that any emergency repair work not covered by the City's insurance carrier may or may not qualify for public assistance through FEMA and/or FDEM; and

WHEREAS, all emergency measures and expenditures shall be documented consistent with FEMA/FDEM standards in the event public assistance does become available; and

WHEREAS, the actual amount of repair costs is unknown, this Resolution represents estimated costs in order to allow the City to move forward with repairs; and

WHEREAS, the amount of funds needed for repairs is estimated at \$1,630,000.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Lake County, Florida, that the City Manager is hereby authorized to direct the Finance Director to:

1. Amend the Fiscal Year 2025/26 Adopted Budget to appropriate a total of \$1,630,000 from fund balance as an expense for flood damage repairs.
2. The City Commission directs the Finance Director to amend the FY 2025/26 Adopted Budget as follows:

Street Improvement Fund	517,500.00	013-8400-525-30-49
Stormwater Fund	137,500.00	049-8400-525-30-49
Water/Sewer Utility Fund	975,000.00	040-8400-525-30-49
	<u>\$ 1,630,000.00</u>	

DONE AND RESOLVED, this 20th day of November 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Mayor/Commissioner
Willie L. Hawkins

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 20th day of November 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date**CERTIFICATE OF POSTING**

The foregoing Resolution Number 25-96 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: November 20, 2025

RE: Resolution Number 25-98: Temporary Interfund Receivable from the General Fund to EPD State Forfeiture Fund

Introduction

The purpose of this agenda item is to request City Commission approval of a resolution authorizing a temporary interfund receivable from the General Fund to the EPD State Forfeiture Fund in the amount of \$27,965.26. This corrective budget amendment is needed to address a temporary shortfall in the forfeiture account and ensure continued compliance with budgetary and accounting requirements.

Background

The City of Eustis maintains a State Forfeiture Fund that is used for law enforcement purposes consistent with the Florida Contraband Forfeiture Act. Earlier this year, the City Commission approved two allocations from that fund:

- Resolution Number 25-33 (May 15, 2025) – Authorized \$25,000.00 for law enforcement and community engagement purposes; and
- Resolution Number 25-64 (August 7, 2025) – Authorized \$20,000.00 to support the City Manager's Education Initiative.

Following those lawful expenditures, the Forfeiture Fund experienced a temporary cash deficit due to the timing of anticipated forfeiture revenue deposits. To maintain accurate financial records and ensure compliance with audit and budget standards, the Finance Department and City Attorney recommend a temporary “due from/due to” accounting entry between the General Fund and the State Forfeiture Fund.

This entry will provide short-term liquidity only. No loan or permanent transfer of funds will occur, and the General Fund will be reimbursed automatically from future forfeiture proceeds as they are received.

Fiscal Impact

The action will have no permanent impact on the General Fund. The interfund receivable is a temporary accounting measure that will be fully reimbursed from future forfeiture revenues. No new expenditures or staffing adjustments are required.

Recommendation

Staff recommends City Commission approval of this resolution thereby authorizing a temporary interfund receivable from the General Fund to the EPD State Forfeiture Fund in the amount of \$27,965.26 for liquidity purposes, to be repaid automatically from future forfeiture revenues.

Business Impact Estimate

Not applicable.

Attachments

Resolution Number 25-98

Prepared By

Lori Carr, Finance Director

Reviewed By

Craig A. Capri, Chief of Police

Sasha Garcia, City Attorney

Tom Carrino, City Manager

RESOLUTION NUMBER 25-98

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING A TEMPORARY INTERFUND RECEIVABLE FROM THE GENERAL FUND TO THE STATE FORFEITURE FUND FOR LIQUIDITY PURPOSES, IN THE AMOUNT OF TWENTY-SEVEN THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS AND TWENTY-SIX CENTS (\$27,965.26); PROVIDING FOR STATUTORY AUTHORITY; PROVIDING FOR REIMBURSEMENT FROM FUTURE FORFEITURE REVENUES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis maintains a State Forfeiture Fund in accordance with the Florida Contraband Forfeiture Act, Sections 932.701–932.7062, Florida Statutes, which restricts use of such funds to law enforcement purposes not otherwise funded by the City's general operating budget; and

WHEREAS, the City Commission has previously authorized expenditures from the Forfeiture Fund through Resolution Numbers 25-33 and 25-64, adopted May 15, 2025, and August 7, 2025, respectively; and

WHEREAS, subsequent accounting has identified a temporary cash imbalance within the Forfeiture Fund due to the timing of eligible expenditure reimbursements and receipt of forfeiture revenues; and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the City Commission may amend the budget by resolution to address unforeseen circumstances and ensure compliance with statutory and generally accepted accounting standards; and

WHEREAS, Section 218.33(3), Florida Statutes, and GASB Statement No. 54 authorize the use of temporary interfund receivables ("due from/due to" entries) for liquidity management, provided that such entries do not constitute loans or permanent transfers between funds; and

WHEREAS, the City Attorney has reviewed this corrective budget amendment and determined that the temporary interfund receivable constitutes an accounting entry only, and that reimbursement shall occur from future forfeiture proceeds in compliance with applicable law; and

WHEREAS, the City Commission finds that adoption of this Resolution is necessary to maintain accurate fiscal records, preserve the integrity of the Forfeiture Fund as a restricted revenue source, and comply with statutory budgetary requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA:

SECTION 1. AUTHORIZATION AND PURPOSE.

The City Commission hereby authorizes the establishment of a temporary interfund receivable entry from the General Fund to the State Forfeiture Fund in the amount of Twenty-Seven Thousand Nine Hundred Sixty-Five Dollars and Twenty-Six Cents (\$27,965.26). This entry is made solely for liquidity and accounting purposes and does not constitute a loan, gift, or permanent transfer of funds.

SECTION 2. REIMBURSEMENT.

Reimbursement of this interfund receivable shall occur automatically from future forfeiture revenues deposited into the State Forfeiture Fund. Upon receipt of sufficient funds, the Finance Department shall reverse the “due from/due to” entries internally without further action by the City Commission.

SECTION 3. RESTRICTIONS.

The Eustis Police Department shall not authorize new expenditures from the State Forfeiture Fund until the interfund receivable is fully reimbursed, ensuring compliance with Section 932.7055, Florida Statutes, and maintaining the restricted-use integrity of forfeiture revenues.

SECTION 4. ACCOUNTING AUTHORITY.

The Finance Director is hereby authorized and directed to make all necessary budgetary and accounting entries to implement this Resolution in accordance with Sections 166.241 and 218.33(3), Florida Statutes, and applicable accounting standards.

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption.

PASSED, ORDAINED, AND ADOPTED in Regular Session of the City Commission of the City of Eustis, Florida, this 20th day of November 2025.

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

Willie L. Hawkins
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 20th day of November 2025 by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

 Notary Public - State of Florida
 My Commission Expires:
 Notary Serial Number:

CITY ATTORNEY'S OFFICE

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

 City Attorney's Office

 Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-98 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

 Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 20, 2025

RE: RESOLUTION NUMBER 25-94: BUDGET AMENDMENT IN THE GENERAL FUND FOR THE AMOUNT OF \$375,000 TO INCREASE EXPENDITURES, A BUDGET AMENDMENT IN THE AMOUNT OF \$375,000 IN THE SALES TAX CAPITAL PROJECTS FUND TO DECREASE EXPENDITURES TO PROVIDE FUNDING FOR AN AGREEMENT FOR BERRY, DUNN, MCNEIL & PARKER, LLC FOR ENTERPRISE RESOURCE PLANNING ADVISORY SERVICES

Introduction:

The purpose of Resolution Number 25-94 is to amend the FY 2025/26 budget to reallocate funding for the ERP software solution consultant to the General Fund from the Sales Tax Capital Projects Fund to fund Berry, Dunn, McNeil & Parker, LLC advisory services.

Recommended Action:

Staff recommends approval of Resolution Number 25-94.

Background:

FY2025/26 funds were budgeted for Enterprise Resource Planning software in the Sales Tax Capital Projects Fund in the amount of \$375,000 and the Water and Sewer Fund in the amount of \$125,000, for a total of \$500,000. The funding source for the Sales Tax Capital Projects is the Discretionary Sales Surtax. The State of Florida Statutes authorize counties to levy the rate which may be imposed and the purpose for which the proceeds may be expended. Municipalities may use the proceeds for infrastructure, which is broadly defined as any fixed capital expenditure or fixed capital outlay associated with construction, reconstruction, and improvement of public facilities that have a life expectancy of five or more years. Public facilities include facilities for governmental purposes, including fire stations, and general government office buildings that are owned by the local taxing authority. Equipment also meets this definition, such as municipal vehicles and computer equipment.

City staff attended the Sales Surtax Oversight Advisory Committee meeting at the Lake County Board Chambers in Tavares on September 29, 2025. The Board requested more information on the ERP purchase, which is under discussion with the City's attorney and the Lake County's Attorney's Office. City staff researched the eligibility of

computer systems and discovered an opinion by the Florida Attorney General's office which states that a computer system is a "fixed asset" if it is equipment, such as hardware which is considered an eligible use for discretionary sale surtax, however software does not meet the definition of capital that is durable in character. The development of software for use in a computer system would not qualify as infrastructure.

The opinion of City staff is it is prudent to initiate a budget amendment to use the General Fund as a funding source for the expenditure for the ERP software. The budget amendment removes the expenditure from the Sales Tax Capital Projects Fund.

The requested budget amendment by fund is:

General Fund	001-8600-513-60-01	\$ 375,000
Sales Tax Capital Projects Fund	010-8600-513-30-01	<u>(375,000)</u>
		<u>\$ -</u>

Budget and Staff Impact:

The impact on the budget is an increase in expenditure and a decrease in fund balance in the General Fund and a decrease in expenditure and an increase in fund balance in the Sales Tax Capital Projects Fund.

Prepared by:

Mari Leisen, Deputy Finance Director

Reviewed by:

Lori Car, Finance Director

RESOLUTION NUMBER 25-94

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA APPROVING A BUDGET AMENDMENT IN THE GENERAL FUND FOR THE AMOUNT OF \$375,000 TO INCREASE EXPENDITURES, A BUDGET AMENDMENT IN THE AMOUNT OF \$375,000 IN THE SALES TAX CAPITAL PROJECTS FUND TO DECREASE EXPENDITURES, TO PROVIDE FUNDING FOR AN AGREEMENT FOR BERRY, DUNN, MCNEIL & PARKER, LLC FOR ENTERPRISE RESOURCE PLANNING ADVISORY SERVICES.

WHEREAS, Staff has determined that it is in the City's best interest to enter into an agreement for Enterprise Resource Planning advisory services; and

WHEREAS, the cost for an Enterprise Resource Planning advisory service agreement is \$137,000; and

WHEREAS, an amendment in the amount of \$375,000 to increase expenditures in the FY 2025/26 General Fund budget is necessary to enter into the agreement; and

WHEREAS, an amendment in the amount of \$375,000 to decrease expenditures in the FY 2025/26 Sales Tax Capital Projects Fund is necessary to enter an agreement; and

WHEREAS, the services are essential to City operations for the selection of new Enterprise Resource Planning solution consultant in the amount of \$137,000 that will unify and streamline business processes across all departments. The cost is divided between General Fund account 001-8600-513-60-01 (\$102,750) and the Water/Sewer Fund account 040-3120-536-30-34 (\$34,250).

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

- (1) The City Commission authorizes staff to increase the FY 2025/26 General Fund budget by \$375,000 (001-8600-513-60-01); and
- (2) The City Commission authorizes staff to decrease the FY 2025/26 Sales Tax Capital Projects Fund budget by \$375,000 (010-8600-513-60-01); and

DONE AND RESOLVED this 20th day of November 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Willie L. Hawkins
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 20th day of November 2025 by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-94 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

Finance Department

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: NOVEMBER 20, 2025

RE: RESOLUTION NUMBER 25-95: AWARD OF ENTERPRISE RESOURCE
PLANNING (ERP) ADVISORY SERVICES

Introduction:

The purpose of Resolution Number 25-95 is to award the Enterprise Resource Planning Software (ERP) Advisory Services to Berry, Dunn, McNeil, & Parker, LLC (BerryDunn) based on the recommendation of the Selection Committee established to participate in the search and selection process for a new ERP system.

Recommended Action:

Approval of Resolution Number 25-95 and award the Enterprise Resource Planning Software (ERP) Advisory Services to Berry, Dunn, McNeil, & Parker, LLC (BerryDunn) as recommended by the Selection Committee.

Background:

In the FY 2025/26 budget, the City Commission authorized funding to replace the City's main financial computer software system, or ERP, in the amount of \$500,000. The cost is budgeted in the Sales Tax Capital Projects Fund in the amount of \$375,000 and the Water Sewer Fund in the amount of \$125,000. An amendment to move \$375,000 from the Sales Tax Capital Projects Fund to the General Fund has been presented to the Commission.

A request for Proposal was offered on September 19, 2025, and four companies responded. The Selection Committee evaluated, reviewed and ranked each proposal. The Selection Committee met on October 30, 2025, to discuss the merits of each proposal and to decide on the firm that would best meet the needs of the City. Ultimately, Berry, Dunn, McNeil, & Parker, LLC (BerryDunn) were the chosen firm. The cost is \$125,000 plus an estimated \$12,000 in travel costs.

Currently, the City relies on a variety of software solutions, including MCJS Edmunds for financial management (financial reporting, capital assets, purchasing, payroll processing), utility billing, Lathem for payroll, GovWell for permitting and other specialized systems for asset management, public safety and recreation. These systems operate in silos with limited integration, automation, and ability to deliver seamless services both

internally and to the public. The selected consultant will guide the City in the selection of a new ERP system that will unify and streamline business processes across all departments.

The initiative will begin with a comprehensive needs assessment, engaging stakeholders from every department to identify current and future requirements, operational pain points, and opportunities for improvement. The consulting team will evaluate existing systems, workflows and data management practices, benchmark against industry best practices and conduct market research to identify ERP solutions that best fit the City's unique needs. The primary focus will be on accounting, budgeting, procurement, payroll, utility billing, asset management and customer-facing portals, to ensure the new system supports integration, scalability and compliance with industry standards.

BerryDunn will provide project management and change management when developing and executing a successful workplan. Their proposed approach follows a Two-Phase Process:

Phase 1: Establish a solid project structure to help ensure alignment, accountability and progress through the following steps:

- Initial Project Planning
- Project Work Plan and Project Schedule
- Biweekly Project Status Updates
- Web Survey and Information Requests
- On-site Kickoff Meeting
- On-site Fact-Finding Meetings
- On-site Software Inventory Review
- RFP Planning Meeting
- Needs Assessment Report
- Market Research
- Options and Recommendations
- Recommendations and Staffing Analysis Report
- City Commission Presentation

Phase 2: System Evaluation and Selection

Interface Planning Session

To inform how third-party systems will interface with the final and functional technical requirements that will be included in the RFP package

Preliminary and functional and technical requirements

System requirements include reporting needs, potential interfaces and data conversion – information that must be converted from the legacy system to the new software

Final Functional and Technical Requirements

Reconvene with stakeholders on business processes to discuss future system capabilities; the consultant will comment if the functionality being requested may be beyond the core capabilities of the vendors and may present a future vendor cost increase, which City stakeholders may be unfamiliar.

Evaluation Committee Orientation
 RFP Package and Scoring Criteria
 Vendor Questions, Addenda and Pre-proposal Conference
 Proposal Executive Summary Memo and Short-List Identification
 Vendor Demonstration Agenda and Evaluation Templates
 Pre-Demonstration Conference Calls
 Vendor Evaluation and Scoring Report
 Contract Negotiation and Approval Assistance

Summary:

The Selection Committee has made the recommendation to move forward and contract with BerryDunn to assist in evaluating the City's business systems and make recommendations for the specifications in the RFP for a new ERP system and to assist in the selection of an ERP vendor that is the best fit for the City for the foreseeable future. The goal is to replace the City's antiquated business software system. The City budgeted adequate funding to hire an experienced consultant to help guide the City through the process of identifying what the City needs to replace the current system with an upgraded system that will meet the City's needs for the next ten to twenty years. The Selection Committee helped shortlist the original four vendors down to one.

Public Input:

There will be opportunity for public input at the meeting of November 20, 2025.

Budget / Staff Impact:

The following is the estimated cost of this project based on the proposed award of contract to Berry, Dunn, McNeil, & Parker, LLC (BerryDunn). This estimated cost is budgeted over two fiscal years.

Amount Budgeted for the ERP Software:	\$1,000,000
<u>Less:</u>	
Consultant Services	125,000
Estimate Travel Costs	<u>12,000</u>
Estimated Balance remaining	<u>\$ 887,000</u>

Reviewed By:

Lori Carr, Finance Director

Prepared By:

Mari Leisen, Deputy Finance Director

Attachments: Resolution Number 25-95
 Berry, Dunn, McNeil, & Parker, LLC Proposal

RESOLUTION NUMBER 25-95

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA APPROVING A PURCHASE IN EXCESS OF \$100,000 AND ENTERING INTO AN AGREEMENT WITH BERRY, DUNN, MCNEIL & PARKER, LLC FOR ENTERPRISE RESOURCE PLANNING ADVISORY SERVICES.

WHEREAS, Staff has determined that it is in the City's best interest to enter into an agreement for Enterprise Resource Planning advisory services; and

WHEREAS, the cost for an Enterprise Resource Planning advisory service agreement is \$137,000; and

WHEREAS, the services are essential to City operations for the selection of new Enterprise Resource Planning solution consultant in the amount of \$137,000 that will unify and streamline business processes across all departments. The cost is divided between General Fund account 001-8600-513-60-01 (\$102,750) and the Water/Sewer Fund account 040-3120-536-30-34 (\$34,250).

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

- (1) The City Commission authorizes staff to spend in excess of \$100,000 to proceed with this agreement; and
- (2) The City Commission authorizes staff to enter into an agreement for Enterprise Resource Planning solution consulting services.

DONE AND RESOLVED this 20th day of November 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

ATTEST:

Willie L. Hawkins
Mayor/Commissioner

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 20th day of November 2025 by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis, Florida, but I have not performed an independent title examination as to the accuracy of the legal description.

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-95 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

PROPOSAL

PROPOSAL FOR:

The City of Eustis, Florida

TO PROVIDE:

Enterprise Resource Planning Advisory Services

SUBMITTED BY:

Berry, Dunn, McNeil & Parker, LLC
2211 Congress Street, Portland, ME 04102

Jonnathan Grace, Project Principal
Berry, Dunn, McNeil & Parker, LLC
jgrace@berrydunn.com

**Charline Petit Homme, Engagement
Manager**
Berry, Dunn, McNeil & Parker, LLC
charline.petithomme@berrydunn.com

Ross DeFalle, Project Manager
Berry, Dunn, McNeil & Parker, LLC
ross.defalle@berrydunn.com

Proposal Due Date:
October 23, 2025 at 3 p.m. EST

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1. Statement of Interest

October 16, 2025

The City of Eustis
Attn: Tracy M. Jeanes, Purchasing Director
P.O. Drawer 68
Eustis, Florida 32727-0068

Dear Tracy M. Jeanes and Members of the Selection Committee:

On behalf of Berry, Dunn, McNeil & Parker, LLC (“BerryDunn,” “we,” “our”), I am pleased to submit this proposal in response to the City of Eustis’ (the City’s) request for proposals (RFP) Number 009-25 for Enterprise Resource Planning (ERP) Advisory Services. We have read the City’s request and reviewed its terms, conditions, and the contents presented therein. Our proposal is a firm and irrevocable offer valid for 60 days from the submission deadline of October 23, by 3 p.m. EST.

BerryDunn is a nationally recognized professional services firm headquartered in Portland, Maine, with 10 office locations. We are focused on **inspiring organizations to transform and innovate** and have preserved our reputation for excellence throughout our 51-year history. Our firm’s culture is centered on a deep understanding of our clients’ commitment to serving the public. We proudly tailor each of our projects to recognize the work our clients do every day. **We care about what we do, and we care about the people impacted by our work—including City staff and constituents.**

As it relates to the City’s requested services, we would like to highlight the following unique attributes offered by our proposed team:

 Extensive experience with Florida (State) local government processes and requirements	 Established firm and experienced staff with deep pool of subject matter experts (SMEs) to draw on, all with city government experience	 Resources and depth of a large firm, with the ability to scale	 Independent, vendor-neutral advisors with comprehensive ERP market insight through the BerryDunn Bridge program
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Due to the amount of content, the City can find the rest of the content required in the Statement of Interest on the following pages. We appreciate the opportunity to propose, and the time and consideration taken by the City to review our submission. As a principal in BerryDunn’s Local Government Practice Group, I can attest to the accuracy of our materials, and I am legally authorized to bind, negotiate, make presentations on behalf of, and commit our firm and our resources. **If you have any questions regarding our proposal or updates on the evaluation process, please consider me your primary point of contact and feel free to contact me directly.**

Sincerely,



Jonathan Grace, Project Principal

Berry, Dunn, McNeil & Parker, LLC
BerryDunn, 2211 Congress Street, Portland, ME 04102
Tel: 207.541.2260 | Email: jgrace@berrydunn.com .

BerryDunn is the brand name under which Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP, independently owned entities, provide services. Berry, Dunn, McNeil & Parker, LLC provides tax, advisory, and consulting services. BDMP Assurance, LLP, a licensed CPA firm, provides attest services.

Understanding of Services Required

Located in Lake County, Florida, the City of Eustis is a dynamic and service-oriented municipality dedicated to enhancing the quality of life for its residents, businesses, and visitors. With a diverse array of departments—including Finance, Human Resources, Public Works, Utilities, Parks & Recreation, and more—the City recognizes the critical importance of modernizing its core administrative systems to support operational efficiency, regulatory compliance, and data-driven decision-making.

Currently, the City relies on a variety of software solutions, including MCJS Edmunds for financial management and utility billing (UB), Lathem for payroll, GovWell for permitting, and several specialized systems for asset management, public safety, and recreation. However, these systems operate in silos, limiting integration, automation, and the ability to deliver seamless services both internally and to the public. As Eustis continues to grow and evolve, the City is seeking a qualified, independent consulting partner to guide the selection and implementation of a new ERP solution that will unify and streamline business processes across all departments.

This initiative will begin with a comprehensive needs assessment, engaging stakeholders from every department to identify current and future requirements, operational pain points, and opportunities for improvement. The selected consulting team will evaluate existing systems, workflows, and data management practices, benchmark against industry best practices, and conduct market research to identify ERP solutions that best fit the City's unique needs. Special attention will be given to critical functions such as accounting, budgeting, procurement, payroll, UB, asset management, and customer-facing portals, helping ensure that the new system supports integration, scalability, and compliance with open standards.

The consultant will also assist the City in developing a revised chart of accounts, establishing best practice policies and procedures, and preparing a robust RFP for ERP vendors. Throughout the process, the consulting team will provide strategic guidance, facilitate stakeholder engagement, and deliver actionable recommendations—including cost analyses, risk assessments, and implementation timelines—to empower the City to make informed decisions about its ERP investment.

Our firm brings extensive experience in public-sector ERP advisory services, including successful engagements with Florida municipalities. We understand the complexities of governmental accounting and regulatory requirements, and the importance of transparent, inclusive project governance. By partnering closely with City leadership and staff, we will help ensure a seamless transition to a modern ERP environment—one that enhances data visibility, streamlines operations, and supports the City's mission to provide innovative, responsive, and cost-effective services to the community.

How BerryDunn Can Help

With the City's goals and objectives in mind, we feel certain that we are well-positioned to partner with the City on this engagement. Below, we outline several attributes that we hope the City will consider as it determines the best path forward.



Extensive experience with municipalities in the State leading to an understanding of local government processes and requirements. BerryDunn has served more than 400 clients in the last 30 years, many of which were of similar size and complexity to the City and had similar project focuses. We have partnered with a wide range of State municipalities, such as the Cities of Aventura, Boca Raton, Coral Springs, Gainesville, New Smyrna Beach, and Ormond Beach. Leveraging our

experience with clients in the State and our work with similar organizations nationally, we bring a deep understanding of local landscapes, ERP environments, and multifaceted organizations.



Established firm and experienced staff with deep pool of SMEs. With BerryDunn, the City will be served by a firm serving state, local, and quasi-governmental agencies for over 30 years and a team of experts who have in-depth familiarity with the functionalities desired for the City's future ERP system. These team members specialize in assisting municipalities as they assess current processes, identify opportunities for improvement, conduct market research, and develop functional and

technical requirements. Principal Jonathan Grace brings more than 25 years of experience assisting local governments with project management, technology planning, business process improvement, and software system selection and implementation. Our proposed Engagement Manager Charline Petit Homme and Project Manager Ross DeFalle are experienced project managers who have each led projects similar in scope to the City's. Proposed Finance SME Amy Clark has more than 16 years of serving in leadership roles as an accountant with Plant City, Florida. She is well-versed in understanding, translating, and applying governmental accounting standards board (GASB) rules and has a robust understanding of chart of accounts structures and procedures. Our proposed UB SME, Cheree Ladner, has more than 25 years of experience in local government utilities and public works departments. Our proposed Asset Management SME, Joseph Bergeon, has assisted multiple clients in facilitating discovery sessions, field observations, developing system requirements, and facilitating evaluation activities. We also can pull from our vast pool of 400 business analysts and SMEs including community development and parks and recreation SMEs. Our project team can leverage their backgrounds, project experience, and knowledge of local government best practices to best identify ways in which to improve the City's current environment and help achieve its goals for a future ERP solution.



Resources and depth of a large firm, with the ability to scale. What sets BerryDunn apart is that, rather than applying a standard approach to ERP advisory services, we tailor our approach, services, and tools to the needs of our clients and the projects we are conducting. We have an established and proven repository of checklists, templates, tools, and processes that we customize and scale to fit our clients' needs and projects.

Our approach applies a combination of industry, local government, and internal best practices considering the unique needs of the City's project. We have the knowledge and experience necessary to understand how the City's initiatives impact the unique functionalities that exist within the organization. We will help create a collaborative culture with a shared project vision and project objectives across all functional teams and stakeholders and leverage proven project management methodologies and best practices as defined by the Project Management Institute® (PMI)® to efficiently and effectively guide project activities. We are well-versed in all business process analysis and documentation, stakeholder engagement, and requirements definition, and we will bring in our SMEs when and where it benefits a project most.



Independent, vendor-neutral advisor with comprehensive ERP market insight through the BerryDunn Bridge program.

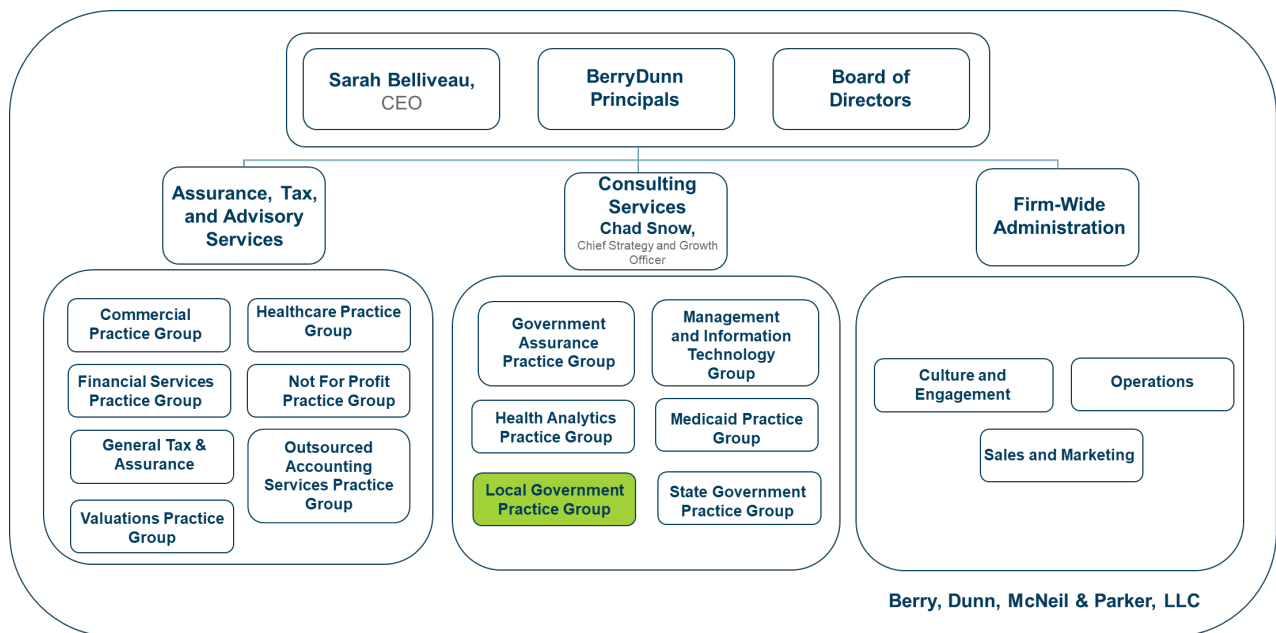
BerryDunn is an independent, vendor-neutral advisor, committed to delivering objective guidance that prioritizes client needs over vendor interests. Unlike firms that sell or implement specific software, we do not develop, resell, or partner with any technology vendors, helping to ensure our recommendations are free from conflict and interest. Through our proprietary

BerryDunn Bridge program, we maintain active engagement with the software vendor community, gaining insight into emerging technologies, product roadmaps, and market trends. This allows us to offer clients like the City a current and encompassing view of the marketplace while preserving impartiality. We leverage this market intelligence to help clients make informed decisions and help ensure that our recommendations are grounded in best practices, fiscal responsibility, and long-term value.

Firm History

BerryDunn is a nationally recognized professional services firm focused on inspiring organizations to transform and innovate. With 78 principals and 36 owners, BerryDunn employs more than 990 staff across 10 offices nationally. Figure 1 illustrates our firm's organizational structure.

Figure 1: BerryDunn Organizational Structure



Our Consulting Services Team employs more than 400 staff and has been serving state, local, and quasi-governmental agencies for over 30 years. From extensive project experience for more than 900 state, local, and quasi-governmental agencies, our team brings valuable perspectives to every engagement. Our firm provides a full range of professional services that supports our ability to complete tasks outlined by the City on this initiative. These include:

- **Software Planning and Procurement**
- **Software Implementation Project Management and Oversight**
- Enterprise and Departmental Strategic Planning
- Leadership and Organization Development

- Business Process Reviews
- Organizational Change Management (OCM)
- Organizational, Operational, and Staffing Analyses
- Performance Analyses
- Master Planning
- Cost of Service and Fee Studies
- Project Assessments and Remediation
- IT Assessments
- IT Strategic Planning

Figure 2 illustrates the overall organization of BerryDunn's Local Government Practice Group. We provide unparalleled expertise and unique insights across these practices, supporting more than 500 local government clients in solving some of their biggest challenges and planning for success. Our consultants have experience serving state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the City serves.

Figure 2: Local Government Practice Group Specialization



Our Highly Specialized Enterprise Digital Transformation Practice

Of note to the City, we have a dedicated **Enterprise Digital Transformation (EDT) Practice** that focuses on providing advisory services that address clients' technological and business process modernization needs and supports ERP software selection advisory services and development of chart of accounts. The EDT Practice offers more than 30 years of relevant consulting experience, as well as firsthand insights gained from team members' prior experience serving within local government organizations. Leadership and SMEs within the EDT Practice are aligned with focus areas that allow them to specialize and offer customized approaches based on a client's geographic area and community, size and resources, technical environment, stakeholder groups, and industry. For instance, our experience with ERP advisory projects, our familiarity with MCJS Edmunds and work with clients of similar size will benefit the City on this work effort. Having conducted more than 200 projects that span the system replacement life cycle or include business process improvement as a core focal point or part of a larger initiative, we bring unique insights and industry best practices to every engagement. We understand the functionality of local government organizations, and we understand the processes, policies, people, and technology that support it. It is through this and our independence and objectivity that we serve as trusted advisors to our clients and strong proponents to the projects they conduct.

BerryDunn Bridge and Our Independence



BerryDunn Bridge is a program facilitated by our Local Government Practice Group. This program was developed to promote information sharing between public-sector software providers and our consultants and helps continually expand our own—and our clients’—understanding of the public-sector software landscape. BerryDunn Bridge provides opportunities to share our clients’ needs with the software vendor community and gain knowledge of upcoming technological trends, recent product developments, and find target markets for software providers.

Public-sector software providers opt in to this program to establish a cadence of meetings between their team members and our own to keep up to date on industry and client trends. This includes knowledge-sharing opportunities ranging from focused discussions between management teams to software demonstrations with a broader audience of consulting staff. As a result of this program, we can best serve our clients and pass on our knowledge gained—including modern software system capabilities not currently being utilized or perhaps even previously contemplated by our clients.

BerryDunn is not affiliated with any specific vendor, allowing us to provide truly independent advisory services to our clients. In that respect, we recognize the importance of networking and continuous market research to help ensure we are apprised of industry best practices, emerging trends, and updates in the software vendor community.

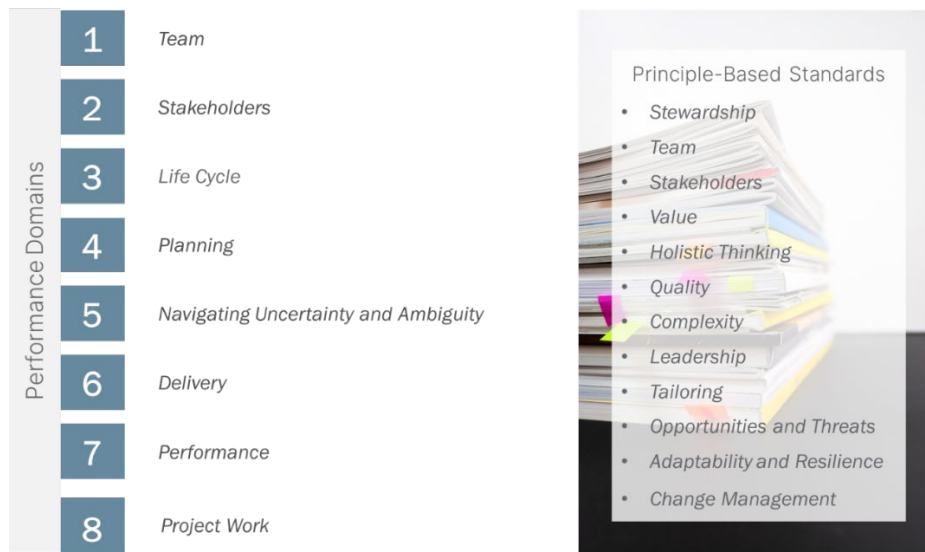
Guiding Methodologies

Project Management

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from PMI®’s A Guide to the Project Management Body of Knowledge (PMBOK® Guide).

Figure 3 illustrates the standards of project management as defined by performance domains and project delivery principles that are critical for effective delivery of project outcomes.

Figure 3: Performance Domains and Project Management Guiding Principles | PMBOK® Guide



Change Management

Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of system replacement projects. BerryDunn has observed resistance to change in virtually all our engagements. As such, our project management approach is carefully integrated with change management methodologies to promote buy-in and consensus for the project. We will work with you to proactively address resistance by:

- Engaging stakeholders at the right level throughout the project—from initial planning through implementation—to build understanding for the need for change and gain support from the people who will be using the future solutions and who are most familiar with current processes
- Developing and executing a communications plan that considers the information needs of each stakeholder group
- Documenting business processes and working with stakeholders to understand how their work will be performed in the future environment
- Monitoring training activities to help ensure that users will be prepared on day one

Figure 4: ADKAR Change Management Approach



We have adopted the Prosci® change management methodology and trained **over 100 consultants to become Prosci® Certified Change Practitioners (CCPs)**. A central focus of the Prosci® change management approach is the belief that, in order for change to work in an organization, individuals must be willing to change and understand change. Based on this belief, Prosci® developed the Awareness, Desire, Knowledge, Ability, and Reinforcement (ADKAR) change management approach, defined in Figure 4.

Consistent with the Prosci® methodology, the City can expect our change management approach to involve three stages, as described on the following page.

1: Preparing for Change

Involves developing of change management strategies, based on input from the City stakeholders on the existing environment.

2: Managing Change

Involves overseeing assigned roles and tasks, providing training and coaching, using tools effectively, and executing a clear communication plan.

3: Reinforcing Change

Involves evaluating action plans, reviewing the sustainability of change management activities, and promoting individual and team successes.

The City can be confident in our flexibility while developing and executing our change management approach. We understand that no two engagements are exactly alike, and we believe that one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.

Additionally, according to research conducted by Prosci®, the likelihood of project success increases significantly and in alignment with the level of change management focus applied to the project. Figure 5, below, shows that even small increases in focus on change management, from "poor" to "fair," are likely to have a positive impact on system adoption and project success.

Figure 5: Change Management's Impact on Project Success



Work Plan

Overview

BerryDunn strives to be flexible when it comes to developing and executing an effective work plan, and our past clients have appreciated our willingness to adapt to their needs. BerryDunn will drive the project forward while balancing the constraints of City stakeholders. This mindset plays a foundational role in how we measure the success of our portfolio of similar projects.

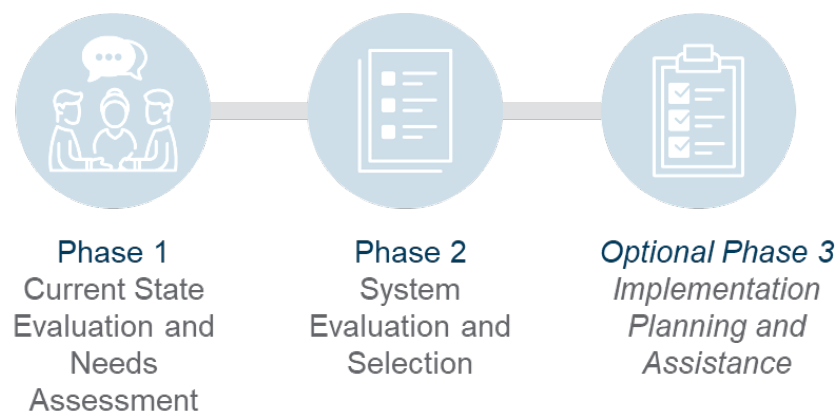
Our approach to executing ERP advisory services is outlined below and designed to incorporate consistent project management best practices with each of the City's key deliverables and tasks. Our intent is to work with staff to help ensure we make the best use of your time. Ultimately, consistent collaboration can help promote buy-in and understanding for final recommendations.

The overarching benefits the City can expect from our approach include:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the City's review and approval of all deliverables and key milestones
- Built-in project and OCM best practices that focus on keeping the project on time, on budget, and progressing at a healthy pace for the City's stakeholders to give input in the information-gathering and fact-finding process and understand final recommendations
- A needs assessment that will include all functional areas within scope and focus on how those areas interact with each other and integrate with existing systems
- Thorough business process improvement activities, helping the City identify root causes of process and/or system deficiencies
- A focus on taking full advantage of the newest technology and harnessing efficiencies by reviewing business practices or implementing technology to enhance existing business processes performed by individual departments and those performed across the City
- An ability to satisfy all requirements set forth in the City's scope of work

Figure 6 presents an overview of our proposed approach to completing the City's desired scope of work.

Figure 6: BerryDunn's Proposed Approach





PHASE 1: CURRENT STATE EVALUATION AND NEEDS ASSESSMENT

During this phase of the process, we will:

- Establish a solid project structure to help ensure alignment, accountability, and progress throughout the engagement.
- Develop and present a detailed project plan with clear milestones, deliverables, and timelines.
- Define project roles and responsibilities, including City and consultant team members.
- Facilitate regular check-ins, progress updates, and project team meetings.
- Identify project risks and provide mitigation strategies.
- Provide project documentation and reporting.
- Develop a clear and actionable needs assessment and understanding of current business processes.
- Thoroughly evaluate the current financial accounting software system, including third-party applications and shadow systems.
- Perform on-site activities with the goal of building relationships and trust.
- Gather staff input regarding areas of concern and input that will augment specifications for the future solution.
- Develop a Needs Assessment Report containing an objective analysis of the current systems' strengths and weaknesses and opportunities for improvement, confirm technology and system utilization, and identify options for the future systems environment.
- Develop an Options and Recommendations Memo to assist the City with evaluating its options.
- Develop a Recommendation and Staffing Analysis Report to help the City anticipate skill sets and resources needed for a successful implementation.

1.1 Initial Project Planning

We will conduct an initial project planning work session with the City's project management team to:

- Introduce key team members
- Clarify project scope, goals, objectives, and known project constraints
- Refine dates and/or tasks, as appropriate
- Identify risks and issues
- Develop an MS Teams and/or SharePoint Collaboration site
- Schedule and plan for a project kickoff meeting and introductory meetings with departmental staff
- Develop the Project Work Plan and Project Schedule

We will discuss our approach for managing communications between BerryDunn and the City, as well as our approach to scope, risk, and resource management. We will also establish a governance structure including a project steering committee and working groups and assist the City in identifying stakeholders and/or stakeholder groups to include in the assessment process. These discussions will help us to refine our currently proposed Project Work Plan and Project Schedule, as well as inform introductory meetings with departmental staff.

1.2 Project Work Plan and Project Schedule **Deliverable 1**

Based on the information gathered from our project planning and introductory meeting, we will develop a Project Work Plan and Project Schedule. The plan will define the organizational structure of the project, the project team's responsibilities and reporting relationships, and project approach, tasks, milestones,

deliverables, and timelines for scope of work for the management of cost, schedule, and resources. The Project Work Plan and Project Schedule will also include agreed-upon procedures between BerryDunn and the City related to project control, including quality management and deliverable submission/acceptance management. After providing draft versions of these materials in advance, we will facilitate a work session with the City's project team to review the drafts and solicit feedback. We will incorporate the City's feedback and finalize the documentation before distributing it in final form.

1.3 Biweekly Project Status Updates ◀ Deliverable 2

We will develop a status report template and provide ongoing Biweekly Project Status updates to the City's project management team to help ensure alignment with project goals. We will use these meetings to describe the activities and accomplishments for the reporting period; plans for the upcoming month; risks or issues encountered during the reporting period; and mitigation strategies to address the risk or issues encountered. We will also use these meetings to highlight work products and approaches that will contribute to deliverable development.

1.4 Web Survey and Information Request

We will develop both an information request and a strengths, weaknesses, opportunities, and threats (SWOT) web survey to help us gather applicable information and gain a foundational understanding of the City's current state. The survey will be tailored in collaboration with the City's project team to help ensure alignment with local context and priorities and issued to core stakeholders whose input will shape our understanding of current system challenges and future opportunities.

Concurrently, we will provide the City with an information request sheet to gather available documentation (e.g., organizational charts, documentation on existing systems, and requirements). These initiation documents will also include an announcement memo and functional area listing. Once complete, we will review the SWOT web survey, announcement memo, and functional area listing with the City in a work session to solicit feedback before updating them to final.

1.5 On-Site Kickoff Meeting

We will prepare for and facilitate a project kickoff meeting with all project participants to outline the project schedule, expected participation, discuss intended outcomes, and gain initial feedback and perspectives from the group prior to beginning the in-depth fact-finding meetings.

1.6 On-Site Fact-Finding Meetings

Following the project kickoff meeting, we will conduct a series of interviews with the City's departmental representatives across agreed-upon key functional areas such as:

- Accounting
- Budget
- Procurement
- Miscellaneous Accounts Receivable Billing
- Treasury
- Asset Management
- Human Resources
- Time Entry
- Payroll
- UB
- Personnel Actions
- Other

This will allow us to gain a detailed understanding of the systems, workflows, strengths and challenges, reporting needs, and tools that currently support City operations. We will provide City staff with an outline of topics to be prepared to discuss during the fact-finding meetings, prompting staff to be prepared to discuss system functionality that may not exist in the current environment but they feel should exist in the future environment; impediments created by the current system; potential opportunities for improvement

in the use of technology as well as policies and procedures; and other topics. Our team is experienced in examining business processes through the lens of identifying root cause factors that contribute to an end user's perspective of a legacy software product—delineating between technology and process or policy factors. This provides us the opportunity to educate our clients, including your staff, on where future-state processes may be more streamlined, while also allowing for sound approaches to current work to be appropriately brought forward into a future enterprise solution.

These discussions will inform our analysis of the current environment and lay the groundwork for identifying high-impact opportunities and prioritizing future system requirements that align City's operational objectives, strategic vision, and available resources.

Where appropriate, our team will observe staff as they perform routine business processes to capture real-world use cases and workflow pain points. We will also meet with representatives from the City's IT staff who support the existing applications to review available system documentation, existing data elements, integration/interface standards and current data transfers, security and role-based access controls, and data reporting needs.

When necessary, the BerryDunn team will accommodate unanticipated scheduling challenges of City personnel to make the best use of time. Our approach is to do what we can to accommodate such needs, providing the opportunity for all stakeholders to contribute their thoughts and ideas.

1.7 On-Site Software Inventory Review

During the initial fact-finding process, we will facilitate a software inventory review with technical staff and department power users. This session is to inventory all ancillary and departmental software to determine opportunities for integration or consolidation. We will review the third-party systems in place today and review the potential integrations to the future environment. In our experience, the procurement of technology may replace multiple existing solutions in use today. In areas where best-of-breed systems are in place, BerryDunn will review the functionality needed to inform leadership about these potential integration needs and how they will be incorporated into a future RFP.

1.8 RFP Planning Meeting

As part of the initial fact-finding process, our team will meet with City procurement representatives to review and confirm the approach to planning for and developing the RFP Package and get up to speed on City policy, process, and templates. We recognize that each RFP process and software planning project is unique, and the City can expect our team to speak directly to the unique considerations that come along with a large initiative such as that of an enterprise system RFP process.

1.9 Needs Assessment Report ◀ Deliverable 3

Drawing on the information gathered through our review of documentation, web survey results, and fact-finding sessions, we will prepare a draft Needs Assessment Report. This Report will provide a summary of the processes and inputs that contribute to the City's current business processes, use of technology, as well as future-state functionality needs, and it will identify process-related challenges and opportunities for improvement that should be addressed through the adoption of moving to a new enterprise system. This Report will include but not be limited to:

- A high-level summary description of the current-state and future-state processes
- Primary challenges and areas for improvement provided by a new enterprise system
- Recommended key decision points

We will provide a draft of the Needs Assessment Report to the City's project team for review and facilitate a work session to discuss the Report, gain feedback, and build consensus related to the presented decision points. We believe that it is important to obtain the City's validation and approval of these findings, as this information will serve as the basis for future requirements. We will then revise the Report and update it to final.

1.10 Market Research

We will develop a request for information (RFI) and response template using a proven format that incorporates information pertaining to the history of the project and a high-level description of the City's desired features and functions. The RFI will focus on how vendors are able to address system and process challenges, the related system modules and functionality, implementation project timelines, and estimated costs. The response template will help ensure that vendors' responses are easy to compare as all responses will follow a particular format and provide like-information. We will review the draft RFI and response template with the City's project team, collecting any feedback or additional terms for inclusion, before updating to final and administering it. We will document a summary of RFI responses in the Options and Recommendations Memo, identifying current market considerations and providing the City with the insights necessary to move through the rest of the process with clarity and familiarity.

1.11 Options and Recommendations Memo ◀ Deliverable 4

Drawing on the web survey, information request, Needs Assessment Report, and market research, we will develop an Options and Recommendations Memo that presents the City's available improvement paths for its ERP systems. This memo will provide options and recommendations for the City to consider with respect to its administrative software, including costs and implications maintaining current systems, cost estimates for upgrading or replacing software, and a risk/opportunity analysis for identified options. This memo will include a comparative matrix that evaluates each option—such as a shared ERP, hybrid solutions, or system upgrades—against criteria like alignment with City goals, clarifying gaps, cost, benefits, risks, and implementation complexity. We will also include a risk and opportunity analysis, providing a prioritized list of risks associated with each improvement path and recommended actions to address them.

The memo will provide a clear summary of how each path supports or limits the City's objectives, offering preliminary recommendations and outlining next steps for stakeholder consideration and feedback. Items to be considered will include:

- Data conversion
- Archival and retrieval of historical records
- Maintenance of legacy hardware
- Anticipated training requirements and implementation timeline
- Integration between and with other systems
- Product documentation to include best practices
- Projected life cycle of each alternative
- Development of revised chart of accounts
- Breakdown of all phases/tasks proposed with timeline of deliverables

We will provide a draft of the Options and Recommendations Memo to the City's project team for review and facilitate a work session via teleconference to discuss the memo, gain feedback, and build consensus related to the presented options. As an independent and objective advisory firm, we do not recommend particular systems; rather, we guide the process and help gather the information needed to

help the client choose its best path forward and select an option to best satisfy its needs. After the project team reaches consensus on a recommended option, we will then revise the memo and update it to final.

12. Recommendations and Staffing Analysis Report ◀ Deliverable 5

We will develop a Recommendations and Staffing Analysis Report of the City's current staff skills and resources needed to help implement and maintain the primary recommended ERP option. The Recommendations and Staffing Analysis Report will provide a current staffing overview and a needs analysis and recommendations. Each recommendation will seek to identify expected benefits, anticipated resource implications and implementation considerations.

1.12 City Commission Presentation

We will develop a presentation for the City Commission summarizing the work to date, Needs Assessment Report, Options and Recommendations Memo, and Recommendation and Staffing Analysis Report. We will provide the draft presentation to the City's project management team, collect feedback, and incorporate any changes before updating to final. BerryDunn will deliver the presentation to the City Commission. The goal of the presentation is to promote buy-in for the chosen option and provide an opportunity for the Commission to ask questions to our team and the City's project team.



PHASE 2: SYSTEM EVALUATION AND SELECTION

During this phase of the process, we will:

- Document functional and technical requirements tailored to reflect the City's unique operational needs and future goals
- Validate the requirements through Joint Requirements Planning (JRP) work sessions, engaging stakeholders to confirm priorities, assess technical considerations, and align with the City's expectations for performance, integration, and cost efficiency
- Develop an RFP Package and Scoring Criteria
- Manage vendor inquiries and addenda development, lead a pre-proposal conference, and guide the evaluation team through short-list identification
- Design and coordinate demonstration protocols, facilitate scoring sessions, and assist with reference checks and site visits
- Upon identification of a preferred vendor, we will support contract negotiations and approval activities

2.1 Interface Planning Session

We will facilitate an interface session with City stakeholders to review the third-party systems in place today and review the potential integrations to the future environment. In our experience, the procurement of technology may replace multiple existing solutions in use today. In areas where best-of-breed systems are in place, BerryDunn will review the functionality needed to inform leadership about these potential integration needs and how they will be incorporated into a future RFP. The intent of the planning session is to collect enough information to inform how we will list the interfaces in the list of Final and Functional Technical Requirements that will be included in the RFP Package.

2.2 Preliminary Functional and Technical Requirements ◀ Deliverable 6

BerryDunn has developed a database of functional and technical requirements based on our experience with other governmental agencies and our knowledge of software system functionality and best practices. Drawing from this database, we will make refinements for business processes and policies that are critical

or unique to the City in order to help formally and thoroughly capture the functions that will need to be addressed using a new enterprise system. These requirements will be a critical component to translating the City's current and future needs effectively and allow vendors to accurately scope and price proposal responses.

These preliminary system requirements will include reporting needs, potential interfaces, and data conversion objects that must be converted from the legacy system to the new software. In our recent experience, those areas have significantly differentiated vendors' solutions and require a specific focus in the selection activities.

Requirements will be provided to the City in a draft format using Microsoft Excel, along with tailored guidance on how to review the requirements, how the requirements will fit into the process, and how to prepare for sessions to review the requirements with our project team.

2.3 Final Functional and Technical Requirements ◀ Deliverable 7

We will facilitate a series of JRP work sessions with City stakeholders and our project team members to review the preliminary requirements. We will reconvene many of the same stakeholders, organized by business process and/or functional area, who met during fact-finding activities to discuss the future system capabilities. These sessions will also include one focused on the technical aspects involved with the City's project. Using the preliminary list, we will review and confirm each item and assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. We will also facilitate similar meetings to review potential interfaces and data conversion objects. Once these have been reviewed, we will update the list to final.

Our role in facilitating the JRP work sessions is to contribute our focused knowledge of the vendor marketplace and align the items requested in the list with the goals and objectives of the project. For example, we might comment that functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help recommend requirements to include that might be commonplace today, but beyond the familiarity of City stakeholders.

2.4 Evaluation Committee Orientation

We will facilitate a session with the evaluation committee to define selection/evaluation team roles for the procurement process, clarify time and resource commitments, and establish a clear, strategic approach to managing the procurement process.

2.5 RFP Package and Scoring Criteria ◀ Deliverable 8

We will develop a draft RFP Package using a proven format that incorporates information pertaining to the history of the project, a high-level description of the City's current environment, desired approach to implementing a new ERP solution, functional and technical requirements, and a structured list of points for vendors to address in their responses. Our project team will also work with the City to develop objective evaluation and scoring criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed. Upon completion, we will coordinate a work session with the City's project team to review the draft RFP Package and collect any feedback or additional terms for inclusion before updating to final. We will provide the final RFP to City's project team for distribution through standard channels. For added guidance in distribution, we will provide a list that includes most of the major vendors in the market.

2.6 Vendor Questions, Addenda, and Pre-Proposal Conference

Our project team will assist the City's project management team in responding to vendor questions and developing corresponding addenda. Our project team will also coordinate, plan, and lead a pre-proposal session for interested vendors, facilitating the question-and-answer portion of the meeting. We will compile a list of questions raised and prepare suggested responses. These will be provided in a format that the City's project management team can review, revise, and publish as an addendum to the RFP, as determined by procurement staff.

2.7 Proposal Executive Summary Memo and Short-List Identification ◀ Deliverable 9

We will facilitate the proposal review process by analyzing vendor proposals to identify issues, risks, exceptions, omissions, and objections and identifying items for clarification. We will facilitate the proposal review process, and compile findings into a single Proposal Executive Summary Memo. The memo will identify key areas for consideration by the City's evaluation team related to each vendor's ability to meet the RFP requirements and their alignment with the evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the functional and technical requirements.

We will facilitate a round-one scoring meeting to identify short-listed vendors and items needing clarification. We will meet with the evaluation team to review the proposal summaries, discuss each proposal received, assist in the scoring process, and collect scores to identify the top preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.

2.8 Vendor Demonstration Agenda and Evaluation Templates ◀ Deliverable 10

We will assist the City's project team in planning vendor demonstration agendas and writing demonstration scripts and developing an evaluation template. We will meet with the City's project team to discuss the format of vendor demonstration scripts. We will develop draft demonstration scripts and provide them to the City's project team for review. After finalizing an approved version, we will provide the appropriate scripts to each vendor in advance of their demonstrations.

2.9 Pre-Demonstration Conference Calls

We will facilitate pre-demonstration conference calls with each of the City's short-listed vendors. Our project team will lead these calls, which will allow each vendor one hour to ask questions about the demonstration scripts.

2.10 Vendor Evaluation and Scoring Report ◀ Deliverable 11

One of our project team members will attend demonstrations and assist the City's project team with facilitation for a period of 10 days. Our project team's extensive background in the demonstration process will provide the City's project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

We will:

- Participate in the second round of vendor scoring immediately following the final demonstration to identify the vendor or vendors that the City's project team should perform its reference checks on.
- Assist the City's project team with identifying tasks that should be accomplished prior to meeting at each site visit. We will also coordinate with the City's project team to discuss the suggested approach for the reference checks.
- Participate in the final scoring meeting following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should

contract negotiations with the first be unsuccessful. The results will be compiled in a Vendor Evaluation and Soring Report.

2.11 Contract Negotiations and Approval Assistance ◀ Deliverable 12

At the conclusion of final scoring activities, we anticipate supporting the City with the contract negotiations and statement of work process when and where it will benefit the City most. We have been involved in this process from the client, vendor, and independent consultant perspectives and understand how the associated support needs vary and how the contract impacts the eventual implementation process. In conducting contract approval and negotiations activities, we will draw on these experiences to help ensure the City's best interests are met and project goals and objectives are achieved.

Working collaboratively with the City's project team, legal counsel, and preferred vendor, among other stakeholders, we will take part in various activities, including but not limited to:

- Developing a draft contract, using the City's contracting procedures and the vendor's proposal as starting points
- Reviewing the contract documents with the City's project team to help ensure that requirements are clearly defined and to establish that the City agrees to the schedule, implementation process, fee arrangement, scope of services, staff resources needed, vendor resources, data migration and integration plan, deliverables, costs, acceptance criteria, and terms and conditions
- Participating in negotiations with the preferred vendor
- Supporting presentation development and delivery to City leadership as it relates to receiving approval and contract execution

Should it become clear at any point during contract approval and negotiations that the preferred vendor's solution or contract terms will not meet the needs of the City, we might recommend halting the process with that vendor and commencing efforts with the second-choice vendor.

In recognition of the many variables not yet known related to the contract approval and negotiation timeline and work effort, we plan to commit up to 40 hours, billed as incurred.



OPTIONAL PHASE 3: IMPLEMENTATION PLANNING AND ASSISTANCE

We are prepared to offer two potential project management assistance service options for the City's implementation. We describe these two potential service options below for further review and consideration.



Full-Time Management

With this level of service, our project team will act as the implementation project manager. In this role, we will identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and lead the coordination of vendor activities. There will be minimal project management tasks owned by stakeholders. This level of service assumes the City will provide a project management team (PMT) that we will oversee.



Implementation Oversight

With this level of service, we will act as an active advisory to an individual the City designates as project manager. We will also lead select implementation activities we mutually agree upon and likely to include project plan reviews, configuration and analysis support, testing, training, and production cutover support.

1.1 Develop Project Charter. Based on our initial project planning discussions, we will draft a Project Charter that encompasses the full scope of the City's implementation. This governance document will include a change management plan, stakeholder register, communication plan, risk and issues register, and status report templates. We will provide the Project Charter in draft version to the City and facilitate a remote session with the City's project management team (PMT) to discuss the documents and collect feedback. We will then update the documents and submit them to the City in final form.

▲ Deliverable 13 – Project Charter

1.2 Review vendor implementation plans. We will provide an in-depth review of the vendor's implementation plans, including the Project Management Plan and Project Schedule. We will discuss our recommended changes and considerations with the City's PMT before communicating requested changes to the vendor. The goal is to collaboratively discuss preferred changes based upon the City's, vendor's, and BerryDunn's collective experience and perspective for the most advantageous end products.

▲ Deliverable 14 – Project Plan Review

1.3 Develop Project Management Documents. Following the review of the vendor's plans, we will develop any necessary supplemental materials we believe to be critical to the City's implementation. These may include further definition of stakeholders, risk management, project documentation, and other items. The content areas will be determined by what is included in the vendor's plans, with the goal of removing any redundancies that might cause confusion to project stakeholders. This

documentation will be reviewed and confirmed with the City's project team before being put into use.

▲ Deliverable 15 – Project Management Documents

1.4 Conduct implementation activities. One of the keys to project success is enabling the City's teams to take on appropriate roles and responsibilities and to make informed decisions for both implementation and long-term operational success and ownership of the software. Our project management approach is designed with this in mind. We will provide specialized expertise throughout the project.

Throughout the implementation, we will bring our prior implementation and local government experience to provide a forward-looking perspective, reduce risk, and promote the achievement of the goals and objectives for the project. We anticipate being involved in the following key project management or oversight activities of the implementation, as shown below and on the following pages.

No	Key Implementation Activity	Project Management		Project Oversight	
		Lead	Assist	Lead	Assist
1	Reviewing the Project Management Plan and Schedule in conjunction with other PMT members	✓		✓	
2	Facilitating alignment sessions with Finance, HR, Treasury, Commissioner of Revenue, Development, and Executive Sponsors	✓		✓	
3	Managing the project scope, deliverables, and timeline with assistance from other PMT members	✓			✓
4	Helping to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track	✓			✓
5	Coordinating project tasks with assistance from other PMT members	✓		✓	
6	Functioning as the main point of contact for the vendor's project manager, participating in daily project activities (when applicable), and tracking project tasks	✓			✓
7	Facilitating an implementation kickoff meeting	✓			✓
8	Holding monthly meetings with the City Executive Steering Committee to provide a project status update, discuss risks and issues potentially impacting the project, and reach	✓		✓	

No	Key Implementation Activity	Project Management		Project Oversight	
		Lead	Assist	Lead	Assist
	consensus on any escalated process decisions that need to be made				
9	Reviewing the project budget, including change orders, and the vendor's contract compliance	✓			✓
10	Facilitating City staff's development of workflow processes for each department		✓		✓
11	Facilitating the data conversion process with the vendor and City staff		✓		✓
12	Facilitating the development of software interfaces/integrations with the vendor and City staff		✓		✓
13	Working with the vendor and City staff and helping to ensure vendor accountability by: - Identifying any opportunities to leverage technical enhancements to improve the products and services delivered to the City - Facilitating the gathering and sharing of technical information requested by the vendor	✓			✓
14	Providing risk and issue management, including the following: - Identifying project risks and issues - Developing mitigation strategies - Communicating project risks and issues to City and vendor staff - Assigning key activities to mitigate or resolve project risks and issues	✓		✓	
15	Providing weekly or biweekly tracking of the following: Reporting of project risks and issues	✓		✓	

No	Key Implementation Activity	Project Management		Project Oversight	
		Lead	Assist	Lead	Assist
	Recently completed tasks and upcoming project activities				
16	Providing change management oversight, including the development and maintenance of a Change Management Plan that may include the following: - Target State Definition - Change Structure and Governance Approach - Change Impact Assessment - Stakeholder (or User) Analysis - Communication Plan	✓			✓
17	Managing the user acceptance testing (UAT) process, including: - Reviewing the vendor's test plan and any applicable test scripts - Providing an assessment of testing activities - Providing recommendations for modifications to the testing plan to increase the likelihood of success - Directing City staff in the development of tailored test scripts - Managing logistics related to scheduling UAT activities - Providing analysis of test results - Overseeing regression testing and required configuration changes	✓		✓	
18	Facilitating oversight of vendor training activities, including: - Reviewing the vendor's training plan and training materials - Overseeing vendor training activities	✓			✓

		Project Management		Project Oversight	
No	Key Implementation Activity	Lead	Assist	Lead	Assist
	- Providing recommendations for modifications to the training delivery - Providing feedback on the vendor's training documentation				
19	Conducting a go-live readiness assessment per phase of the project and produce a readiness assessment memo. The purpose is to meet with key stakeholders involved in the project to review overall readiness of the City to move into the go-live stage of the project and prepare for production use of the new software system. This includes interviews to discuss each of the readiness assessment areas with participants to understand the current status and tasks remaining prior to go-live. The information collected will be used to report overall readiness and make a recommendation on the move to a live environment.	✓		✓	
20	Providing go-live support	✓		✓	

▲ Deliverable 16 – Implementation Activities

1.5 Conduct a project closeout work session. This work session will involve discussing project lessons learned, measuring achievement of project goals and objectives, discussing incomplete implementation tasks, and conducting transition planning for moving to long-term operation of the ERP solution and associated policies and processes. We will document all the items discussed in a Project Closeout Memo.

1.6. Develop a Project Closeout Memo. Based on the information gathered from our closeout work session, BerryDunn will develop a Project Closeout Memo, which will document lessons learned, compare project outcomes to project goals and objectives, list any remaining action items to conclude the implementation, and identify tasks, roles, and responsibilities for transitioning to operational use of the ERP solution and associated policies and processes.

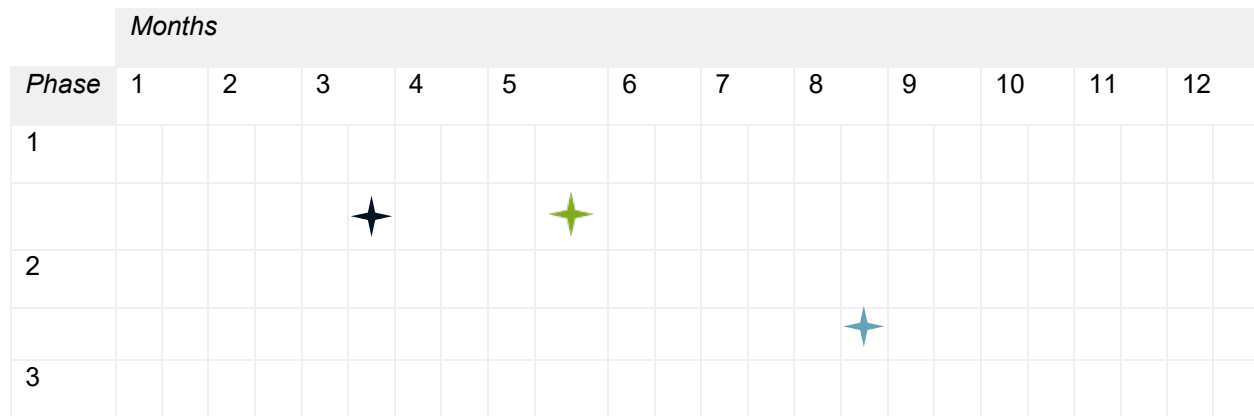
▲ Deliverable 17 – Project Closeout Memo

Anticipated Timeline

In Figure 7, we highlight our proposed project schedule for the City's Enterprise Resource Planning Advisory Services. We have developed our project approach and schedule to accommodate the City's timeline, and we will confirm key project dates in collaboration with the City during the Current State Evaluation and Needs Assessment phase. As requested in Addendum 1, we identify the timing of the

Needs Assessment Report, RFP release, and vendor selection. Typically, the vendor sets the implementation start date.

Figure 7: Anticipated Project Schedule



Needs Assessment: 

RFP Released: 

Vendor Selected: 

2. List of Outside Consultants

It should be noted we do not intend to subcontract any portion of the City's desired scope of work. Additionally, BerryDunn is not affiliated with any specific vendor, allowing us to provide truly independent advisory services to our clients.

On the following page, please find **Form 1**.

Form 1

Lead Firm Name, Address Berry, Dunn, McNeil & Parker, LLC 2211 Congress Street Portland, Maine 04102	Name, Title, Phone of Principal to Contact Jonathan Grace, Principal jgrace@berrydunn.com (207) 541-2200
Year Firm Established 1974	FEIN# 01-0523282
Firm is - Check those that apply ☒ National ☐ Regional ☐ Local ☐ Certified Minority Business	Corporation Proprietorship Partnership Joint Venture Subsidiary ☒ Other: Limited Liability Company
List the number of people, by discipline, that your firm will commit to this project Number of People: 8	Discipline Jon Grace, Principal Project Principal - Prosci® Certified Change Practitioner (CCP) Charline Petit Homme, Manager Engagement Manager - Prosci® Certified Change Practitioner (CCP) - Certified Project Management Professional® (PMP®) - Institute of Cultural Affairs (ICA) Technology of Participation® (ToP®), Certified Ross DeFalle, Senior Consultant Project Manager - ITIL 4 Foundation Certificate - Lean Six Sigma Black Belt Certified Allisha Ouellette, Senior Consultant Lead Business Analyst - Lean Six Sigma Green Belt Ashley Aaron, Consultant Business Analyst Joe Bergeon, Senior Consultant Asset Management SME - Certified Associate in Project Management® (CAPM®), Project Management Institute® Cheree Ladner, Manager Utility Billing SME - Prosci® Certified Change Practitioner (CCP) Amy Clark, Senior Consultant Finance SME

	• Certified Government Finance Officer		
If submittal is for a joint venture, list participating firms and outline specific areas of responsibility for each. <table border="1"> <tr> <td> Firm Name and Address Not Applicable </td><td> Specialty Not Applicable </td></tr> </table>		Firm Name and Address Not Applicable	Specialty Not Applicable
Firm Name and Address Not Applicable	Specialty Not Applicable		
If respondent is not a joint venture, list outside key consultants that will be used. <table border="1"> <tr> <td> Name and Address Not Applicable </td><td> Specialty Not Applicable </td></tr> </table>		Name and Address Not Applicable	Specialty Not Applicable
Name and Address Not Applicable	Specialty Not Applicable		
Provide any additional information or description of resources supporting your firm's qualification specific to this project. BerryDunn's Consulting Services Group includes more than 400 consultants, including more than 80 Local Government Practice Group consultants who specialize in supporting public-sector clients. As needed, our project team will draw on the support of our vast pool of business analysts and SMEs. These consultants will provide in-depth knowledge of various aspects of local government and support the project team with efforts related to fact-finding, research, and deliverable development.			

3. List of References

Form 2

List up to five references for the same type and sizes of contracts described in the proposal. Include all governmental contracts. (List work which best illustrates current qualifications by personnel that will be assigned to this project.)

Project Name and Location ERP Implementation Assistance City of Aventura, Florida	Project Owner's Name and Address City of Aventura, Florida 19200 West Country Club Drive Aventura, FL 33180
Completion Date (Actual or Estimated) 11/2024	
Estimated Cost \$403,200 Entire Project - \$403,200 Work for Which Firm is Responsible \$403,200	Owner's Contact Person. Title. Phone #. Melissa Cruz, Finance Director 305.466.8922 cruzsm@cityofaventura.com
Scope of Entire Project The City of Aventura contracted BerryDunn to provide guidance as they sought a modernized ERP solution. BerryDunn provided system assessment, procurement, and system selection assistance to the City, and we are currently providing project management oversight for the City's software implementation. Nature of firm's Responsibility with Project • Needs assessment • RFP development • System selection assistance • Contract negotiation and approval assistance • Implementation project oversight Firm's Staff (Name/Project Assignment) Who Worked on Project and Will be Assigned to City Projects. Jonathan Grace, Amy Clark, Ross DeFalle, Allisha Ouellette We assemble project teams to accommodate our client's needs, rather than rely on the same team for each project. We carefully assemble dynamic, experienced project teams to lead our work efforts.	

Project Name and Location ERP Consulting Services and Business Process Mapping City of Coral Springs, Florida	Project Owner's Name and Address City of Coral Springs, Florida 9500 West Sample Road Coral Springs, FL 33065
Completion Date (Actual or Estimated) 03/2018	
Estimated Cost \$543,644 Entire Project - \$543,644 Work for Which Firm is Responsible \$543,644	Owner's Contact Person. Title. Phone #. Dale Pazdra, Deputy City Manager 954.344.1152 dpazdra@coralsprings.gov
Scope of Entire Project The City of Coral Springs sought a consultant to partner with City staff to identify, document, and suggest improvements to workflow processes in preparation for implementation in a new ERP system. The City's goals were to improve service delivery, optimize decision-making, utilize assets and resources effectively, establish effective and efficient business processes, and prepare work process documentation for implementation of new software solutions. BerryDunn provided the City with process change and system implementation considerations, which included: • Resource considerations for each phase of the City's planned implementation • Training and education opportunities customized to meet the City's needs • Change management practices to prepare City staff to undertake the significant change of a system change Nature of firm's Responsibility with Project • Business process improvement • Implementation project management • Training and education • Change management Firm's Staff (Name/Project Assignment) Who Worked on Project and Will be Assigned to City Projects. We assemble project teams to accommodate our client's needs, rather than rely on the same team for each project. We carefully assemble dynamic, experienced project teams to lead our work efforts.	

Project Name and Location ERP System Implementation Project Management Ormond Beach, Florida	Project Owner's Name and Address Ormond Beach, Florida 22 South Beach Street Ormond Beach, FL 32174
Completion Date (Actual or Estimated) 12/2019	
Estimated Cost \$282,080 Entire Project - \$282,000 Work for Which Firm is Responsible \$282,000	Owner's Contact Person. Title. Phone #. Kelly A. McGuire, Finance Manager 386.676.3226 kelly.mcguire@ormondbeach.org
Scope of Entire Project In 2016, the City of Ormond Beach engaged BerryDunn to assist with the implementation of a modern ERP and community development solution it had acquired. In addition to providing on-site project management, monthly status reports, and oversight of the vendor implementation activity, BerryDunn provided the City with the following services: • Development and maintenance of the project charter, communication plan, schedule, and stakeholder roster • Facilitation of biweekly project team meetings • Review of implementation vendor deliverables • Participation in configuration sessions with the City and vendor • Development of point-in-time and go-live readiness assessments • Oversight of user acceptance testing • Oversight of vendor training activities In January 2018, the City went live with its payroll and core human resources modules on schedule. With BerryDunn's project management assistance, the City continued to implement additional human resources modules, including Applicant Tracking, Risk Management, decentralized Personnel Actions, and Benefit Open Enrollment.	
Nature of firm's Responsibility with Project • Implementation project management Firm's Staff (Name/Project Assignment) Who Worked on Project and Will be Assigned to City Projects. We assemble project teams to accommodate our client's needs, rather than rely on the same team for each project. We carefully assemble dynamic, experienced project teams to lead our work efforts.	

Project Name and Location Enterprise Resource Planning Consulting Services Monroe County, Florida	Project Owner's Name and Address Monroe County, Florida 500 Whitehead Street Key West, FL 33040
Completion Date (Actual or Estimated) 03/2020	
Estimated Cost \$436,000 Entire Project - \$553,300 Work for Which Firm is Responsible \$553,300	Owner's Contact Person. Title. Phone #. Pam Radloff, Finance Director 305.292.3560 pradloff@monroe-clerk.com
Scope of Entire Project Monroe County Clerk's Office retained BerryDunn in 2019 to assess its existing system environment—SunGard FinancePlus—related to financial and HR functional areas. The County grappled with archaic business processes that resulted in inefficiencies and duplicated efforts. BerryDunn assessed its business processes and recommended best practices for a future system environment. Upon selecting its new system, Workday, the Clerk engaged BerryDunn to provide project management oversight and ongoing OCM services. Nature of firm's Responsibility with Project • Needs assessment • Business process improvement • RFP development • System selection assistance • Contract negotiation and approval assistance • Implementation project oversight Firm's Staff (Name/Project Assignment) Who Worked on Project and Will be Assigned to City Projects. Jonathan Grace, Charline Petit Homme We assemble project teams to accommodate our client's needs, rather than rely on the same team for each project. We carefully assemble dynamic, experienced project teams to lead our work efforts.	

4. Listing of Projects

Relevant Experience

Commitment to the State

The City will benefit from BerryDunn's demonstrated commitment to serving public-sector clients in the State. We have developed a strong understanding of the public-sector landscape in the State through recent or ongoing consulting engagements with the clients listed below. Those with similar scopes of work are in **bold**.

- 
- Alachua County
 - BHG Financial
 - City of Apopka
 - **City of Aventura**
 - **City of Boca Raton**
 - City of Bonita Springs
 - City of Boynton Beach
 - City of Cape Coral
 - City of Cooper City
 - **City of Coral Springs**
 - City of Fernandina Beach
 - City of Fort Lauderdale
 - City of Gainesville
 - City of Groveland
 - City of Hallandale Beach
 - City of Homestead
 - City of Largo
 - City of Lauderdale Lakes
 - City of Lauderhill
 - City of Margate
 - City of Miami Beach
 - **City of New Smyrna Beach**
 - **City of North Lauderdale**
 - City of Orlando Auditor's Office
 - **City of Ormond Beach**
 - City of Palm Coast
 - City of Parkland
 - City of Port Orange
 - City of Port St. Lucie
 - City of Sanibel
 - City of Sarasota
 - City of Tampa
 - **City of Zephyrhills**
 - **College of Central Florida**
 - **Collier County**
 - **Hillsborough County**
 - Manatee County
 - Martin County
 - Miami-Dade County
 - **Monroe County**
 - Northwest Florida State College
 - Pasco County
 - St. John's County
 - Suwannee County
 - **Tampa Port Authority**
 - Town of Davie
 - Town of Jupiter
 - Town of Longboat Key
 - Treasure Coast Hospice
 - University of Florida
 - Village of Palm Springs
 - Village of Pinecrest
 - **Village of Royal Palm Beach**

Systems Consulting

BerryDunn has extensive experience in providing a variety of system consulting services to clients similar in size and complexity to the City. In Table 1, we have included a representative example of public-sector system consulting projects with which our firm has assisted **in the last eight years**. We have also provided population data for additional context. Given the extensiveness of our ERP consulting experience, we are not able to provide the systems clients selected in this format but are happy to share that information upon request at the appropriate time. It should be noted, as an independent and objective advisory firm, we do not recommend particular systems; rather, we guide the process and help gather the information needed to help the client choose the option that best satisfies its needs.

Table 1: Systems Consulting Experience

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
Counties and Regional Governments							
Adams County, Colorado (519,570)	•	•	•	•	•	•	•
Berks County, Pennsylvania (415,000)	•	•	•	•	•	•	
Calumet County, Wisconsin (53,000)	•	•	•				
Carver County, Minnesota (102,100)						•	•
Chesterfield County, Virginia (353,000)	•	•	•	•	•	•	
Clark County, Washington (488,000)	•	•	•	•	•	•	•
Coconino County, Arizona (140,000)						•	•
Doña Ana County, New Mexico (218,000)	•	•	•	•	•	•	
Ellis County, Texas (185,000)	•	•	•	•	•	•	•
Fauquier County, Virginia (75,600)						•	•
Goochland County, Virginia (23,000)	•	•	•	•	•	•	•
Hamilton County, Indiana (338,000)	•	•	•	•	•	•	•
Henrico County, Virginia (325,000)	•	•	•	•	•		
Imperial County, California (180,000)	•	•	•				
Kaua'i County, Hawai'i (72,000)	•	•	•	•	•		
King George County, Virginia (28,000)	•	•	•	•	•	•	
Maui County, Hawai'i (167,000)	•	•	•	•	•	•	
McLean County, Illinois (170,000)	•	•	•	•	•	•	
Mesa County, Colorado (162,000)	•	•	•	•	•	•	•
Middlesex County, Virginia (10,900)	•	•	•	•	•	•	
Minnehaha County, South Dakota (183,000)	•	•	•	•	•	•	•
Mobile County Health Dept, Alabama (415,000)	•	•	•	•	•	•	•

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
Monroe County, Florida (74,000)	•	•	•	•	•	•	•
Montgomery County, Pennsylvania (831,000)	•	•	•	•	•	•	•
Morrow County, Oregon (12,000)	•	•	•	•	•	•	•
Outagamie County, Wisconsin (184,000)	•	•	•	•	•	•	•
Peoria County, Illinois (179,000)	•	•	•	•	•	•	•
Person County, North Carolina (39,000)							•
Saginaw County, Michigan (191,000)	•	•	•	•	•	•	•
Scott County, Iowa (166,000)	•	•	•	•	•	•	•
Sheboygan County, Wisconsin (118,000)						•	•
Stearns County, Minnesota (164,000)	•	•	•	•	•	•	
Sussex County, Delaware (200,000)	•	•	•	•	•	•	•
Wake County, North Carolina (1,129,000)	•	•	•	•	•	•	•
Warren County, Virginia (42,000)	•	•	•	•	•	•	•
Waukesha County, Wisconsin (407,000)	•	•	•	•	•	•	
Yamhill County, Oregon (107,000)	•	•	•	•	•	•	•
Municipalities							
City of Alameda, California (79,000)							•
City of Amarillo, Texas (199,000)	•	•	•	•	•	•	•
City of Aurora, Colorado (369,000)	•	•	•	•	•	•	•
City of Avondale, Arizona (85,000)	•	•	•	•	•	•	•
City of Beaverton, Oregon (97,000)	•	•	•	•	•	•	•
City of Bettendorf, Iowa (40,000)	•	•	•	•	•	•	•
City of Boca Raton, Florida (91,000)	•	•	•	•	•	•	•

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
City of Boulder, Colorado (105,000)							•
City of Brighton, Colorado (40,000)	•						
City of Broken Arrow, Oklahoma (112,000)	•	•	•	•	•	•	•
City of Burlington, Vermont (43,000)							•
City of Cedar Falls, Iowa (41,000)	•	•	•	•	•	•	•
City of Cedar Park, Texas (77,600)	•	•					
City of Cleveland, Ohio (365,000)	•	•	•	•	•	•	•
City of Coral Springs, Florida (128,000)	•	•	•	•	•	•	•
City of Danville, Virginia (41,000)	•	•	•	•	•	•	
City of Denton, Texas (170,000)	•	•	•	•	•	•	
City of DeSoto, Texas (53,000)	•	•	•	•	•	•	
City of Detroit, Michigan (675,000)	•	•	•	•	•	•	•
City of Dover, Delaware (37,453)	•	•	•	•	•	•	•
City of Duncanville, Texas (40,000)							•
City of Edina, Minnesota (52,000)	•	•	•	•	•	•	•
City of Fargo, North Dakota (122,000)	•	•	•	•	•	•	
City of Farmers Branch, Texas (35,000)	•	•	•	•	•	•	•
City of Fort Collins, Colorado (165,000)	•	•					
City of Fountain Valley, California (56,000)	•	•	•	•	•	•	•
City of Frisco, Texas (177,000)	•	•	•	•	•	•	•
City of Gahanna, Ohio (35,000)	•	•	•	•	•	•	•
City of Gaithersburg, Maryland (68,000)	•						
City of Garland, Texas (238,000)	•						
City of Glendale, Arizona (237,000)	•	•	•	•	•	•	•
City of Grand Prairie, Texas (193,837)							•

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
City of Helena, Montana (32,000)	•	•	•	•	•	•	•
City of Independence, Missouri (117,000)	•	•	•	•	•	•	•
City of Irvine, California (273,000)	•	•	•	•	•	•	•
City of Irving, Texas (230,000)	•	•	•	•	•	•	•
City of Jacksonville, North Carolina (73,000)	•	•	•	•	•	•	
City of La Mesa, California (60,000)	•						
City of Lakeville, Minnesota (64,000)	•	•	•	•	•	•	•
City of Lawrence, Kansas (96,000)	•	•	•	•	•	•	•
City of Livermore, California (90,000)	•	•	•	•	•	•	
City of Long Beach, California (470,000)							•
City of Mansfield, Texas (70,000)	•	•	•	•	•	•	
City of Midland, Texas (119,000)	•	•	•	•	•	•	•
City of Minot, North Dakota (48,000)						•	•
City of Ormond Beach, Florida (42,000)							•
City of Pasadena, California (140,000)	•	•	•	•	•	•	
City of Philadelphia, Pennsylvania (1,581,000)	•	•					•
City of Plano, Texas (287,000)	•	•	•	•	•	•	•
City of Puyallup, Washington (41,000)						•	•
City of Redding, California (92,000)	•	•	•	•	•	•	•
City of Richland, Washington (53,000)	•	•	•	•	•	•	•
City of San Leandro, California (90,000)	•	•	•	•	•	•	•
City of Santa Fe, New Mexico (70,000)	•	•	•	•	•	•	•
City of Simi Valley, California (126,000)							•

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
City of Spokane Valley, Washington (98,000)	•	•	•	•	•	•	•
City of St. Charles, Missouri (70,000)	•	•	•	•	•	•	
City of Stillwater, Oklahoma (50,000)	•	•	•	•	•	•	
City of Sugar Land, Texas (89,000)			•	•	•	•	•
City of Surprise, Arizona (121,000)	•	•	•	•	•	•	•
City of Tampa, Florida (388,000)	•	•	•	•	•	•	•
City of Toledo, Ohio (265,000)	•	•	•	•	•	•	
City of Tucson, Arizona (525,000)	•	•	•	•	•	•	•
City of Weatherford, Texas (31,000)	•	•	•	•	•	•	•
City of Wheat Ridge, Colorado (31,000)	•	•	•	•	•	•	
City of Wilmington, North Carolina (117,000)	•	•	•	•	•	•	•
Town of Front Royal, Virginia (16,000)	•	•	•	•	•		
Village of Oak Park, Illinois (52,000)	•	•	•	•	•	•	•
Regional and Special Purpose							
Coachella Valley Association of Governments, California (represents 10 cities, one county, and four Native American tribes)	•	•	•	•	•	•	•
Chicago Metropolitan Agency for Planning, Illinois (CMAP) (2,710,000)	•	•	•	•	•	•	•
City-County Information Technology Commission (CCITC), Wisconsin (serves Marathon County, the City of Wausau, three counties' healthcare, four police departments, and Marathon public library system)	•	•	•	•	•	•	
Consumnes Community Services District, California (210,000)	•	•					

	BerryDunn's Involvement						
	Needs Assessment	Requirements Definition	RFI/RFP Development	Evaluation Criteria Development	Vendor Selection	Contract Negotiations and Approval	Implementation Assistance
Lafayette Consolidated Government, Louisiana (242,000)	•	•	•	•	•	•	
Louisville/Jefferson County Metro, Kentucky (740,000)	•	•	•	•	•	•	•
Loveland Housing Authority, Colorado (organization assists 1,200 households)	•	•	•	•	•	•	
Madison Metropolitan Sewer District, Wisconsin (429,000)	•	•	•	•	•	•	
Metropolitan Government of Nashville and Davidson County, Tennessee (684,000)	•	•	•				•
Omaha-Council Bluffs Metropolitan Area Planning Agency, Nebraska (968,000)	•	•	•	•	•	•	
Tri-County Health Department, Colorado (1,400,000)	•	•	•	•	•	•	•
Waste Commission of Scott County, Iowa (175,000)	•	•	•	•	•	•	

ERP Familiarity

BerryDunn has extensive experience assisting clients in every stage of the enterprise system planning, selection, and implementation life cycle; experience and familiarity with most systems and their associated modules in the marketplace; and lack of affiliation with any specific vendor. Our experience assessing a wide variety of vendors means that we understand the capabilities and limitations of today's systems. Enterprise systems that we have reviewed as part of system planning engagements and those that clients have selected for implementation are included in Figure 8 below. While BerryDunn does not recommend particular systems, we provide clients with the information, education, and tools needed to feel confident in the decision they make for moving forward with future solutions. The City will be pleased to notice that we have experience with all in-scope modules, also described in Figure 8, thereby helping ensure a thorough and insightful process.

Figure 8: Enterprise System Vendors



 Financial Management Accounting, Finance, General Ledger Accounts Payable Accounts Receivable Budgeting Check Reconciliation Grant Management Payroll Procurement, Purchasing Project Accounting Treasury Management	 Human Capital Management Applicant Tracking Benefits Certificates and Training Employee Timecard Human Resources Learning Management Payroll Performance Management Personnel Recruiting Time Entry, Scheduling	 Tax, Billing, Collections Cash Receipts Credit Card Functionality Debt Service Management Miscellaneous Billing Payment Card Processing Point of Sale Revenue Collections Tax Billing and Collections	 Permitting and Land Use Building Permits and Licenses Code Enforcement Computer Assisted Mass Appraisal Electronic Plan Review GIS Inspections Land Management Permitting Planning and Zoning	 Public Safety Computer-Aided Dispatch Fire Records Management Records Management
 Enterprise Asset Management Facilities Management Fixed/Capital Asset Management Fleet Management Inventory Management Work Orders	 Utility Billing Customer Information Management Service Order Management Utility Management and Billing	 Customer Relationship Management Customer-Facing Web Interface Customer Information Management Request for Service	 Justice Municipal Court Jail Management Probation Management Prosecution Management	 Other Business Intelligence Clerk/Recorder's Contract Management Document Management Electronic Health Records Occupational Licensing Special Assessments

5. Brief Resumes

Form 3

Brief resume of key persons, specialists, and individual consultants that will be assigned to this project.

We are including not applicable (N/A) in the Name of the Organization and First Registered section of each table as allowed by Addendum 3.

 Name and Title Jonathan Grace, Principal, Prosci® CCP	 Name and Title Charline Petit Homme, Manager, Prosci® CCP, PMP®, ToP®
Project Assignment Project Principal	Project Assignment Engagement Manager
Name of Firm with Whom Associated BerryDunn	Name of Firm with Whom Associated BerryDunn
Years of Experience providing ERP requirements analysis: With this firm 13+ years With other firms 12+ years	Years of Experience providing ERP requirements analysis: With this firm 6+ years With other firms N/A
Education Degree BS School Elon University Specialization Business Administration	Education Degree MPA Degree BA School Clark University School Clark University Specialization: Public Administration Specialization Political Science and International Development
Name of Organization and First Year Registered, per Discipline: N/A	Name of Organization and First Year Registered, per Discipline: N/A

Other Experience/Qualifications Relevant to this Project

Jon Grace is a principal who has more than 25 years of experience assisting public-sector agencies with project management, technology planning, business process improvement, system implementation and design, and ERP systems. Prior to joining BerryDunn, he provided user support and assisted in system implementations of ERP products.

Project Management: Jon has extensive experience in managing, planning, and implementing ERP systems. This perspective and insight benefits our ERP consulting clients across the country. He has led many business process improvement activities, strategic planning sessions, and assisted with OCM, which is a critical success factor for any large-scale implementation project.

Enterprise Systems Planning: Jon is an expert in the full life cycle of planning for and procuring a new ERP system, having assisted cities, counties, and school districts across the country with their ERP replacements initiatives. He has managed every step of the process—from assessing the current environment to conducting a needs assessment, defining functional and technical requirements, developing an RFP and scoring methodology, assisting with evaluation of proposals, and leading contract negotiations. He is knowledgeable about the functionality and limitations of various ERP systems available in the market as well as best practices in ERP business processes, and he brings this insight to every engagement.

Operational Efficiency: Jon has led many business process improvement activities and assisted with OCM. This experience includes facilitating and developing as-is and to-be business process diagrams and has resulted in his ability to identify challenges with existing processes and provide recommendations.

Other Experience/Qualifications Relevant to this Project

Charline is a manager in our Local Government Practice Group and is particularly skilled in leading clients through complex transformational initiatives, including strategic planning projects. She is a strong facilitator and is certified in the Institute of Cultural Affairs (ICA) ToP® facilitation methodology. Her experience also includes organizing and leading groups through the adoption of new ideas and concepts, and promoting buy-in. She brings in-depth knowledge and involvement with strategic planning, change management, and relationship-building through her strong communication, leadership, and project management skills. She is especially skilled at facilitating stakeholder engagement efforts and synthesizing outcomes to optimize results for her clients. Prior to joining BerryDunn, Charline spent multiple years serving the public sector, supporting and conducting field research, data collection, organizational reporting, gap analysis, and recommendations development.

Engagement and Project Management: Charline is a certified Project Management Professional® (PMP®) and has served as engagement or project manager for a number of our engagements, including the City of Toledo, OH. In these roles, Charline maintains a constructive and clear line of communication between the client and BerryDunn. In addition, she monitors the progress of the project, tracks the initiation and completion of tasks and milestones, and facilitates status update meetings and information-gathering activities.

OCM: Charline helps her clients embrace change and preparing for a future environment through effective communication. Charline has assisted clients in developing timely and consistent communication to promote buy-in and project success.

 Name and Title Ross DeFalle, Senior Consultant, ITIL4FC, LSSBBC	 Name and Title Allisha Ouellette, Senior Consultant, LSSGBC
Project Assignment Project Manager	Project Assignment Lead Business Analyst
Name of Firm with Whom Associated BerryDunn	Name of Firm with Whom Associated BerryDunn
Years of Experience providing ERP requirements analysis: With this firm 2+ years With other firms 5 years	Years of Experience providing ERP requirements analysis: With this firm 3+ years With other firms N/A
Education Degree MBA Degree BA School Arizona State University School Lenoir Rhyne University Specialization Marketing Specialization Economics	Education Degree MBA Degree BS School Thomas College School Husson University Specialization Business Administration, Management, and Operations
Name of Organization and First Year Registered, per Discipline: N/A	Name of Organization and First Year Registered, per Discipline: N/A
Other Experience/Qualifications Relevant to this Project Ross DeFalle is a senior consultant in our Local Government Practice Group and has more than three years of IT project management and systems implementation leadership and over seven years in client relationship-building and account management. Ross' experience includes providing strategic leadership for complex IT strategic plans, cultivating profitable	Other Experience/Qualifications Relevant to this Project Allisha Ouellette is a senior consultant with BerryDunn's Local Government Practice Group. She leverages her eight years of project management and coordination experience to develop high-quality deliverables, monthly aggregate reporting, and project management support for state and local government clients. Allisha has provided project management services for clients such as Syracuse City

client relationships, and consistently achieving functionality goals.

Project Management: Ross' client work includes working alongside client staff to help understand workflows and align enterprise systems to improve operational performance. He helps ensure projects are completed on time by estimating project duration, costs, and projected return on investment while creating implementation plans to seamlessly facilitate software transitions. Ross acts as a change agent to identify client needs, resolve quality/functionality issues, and present client-side stakeholders with actionable insights for scaling ERP systems with organizational growth. Ross is instrumental in leading multiple concurrent projects by establishing best practices and meticulously tracking scope, milestones, and budgets to achieve objectives.

Account Management: As the IT Project Manager of Enterprise Systems, Ross worked with C-suite executives, community leaders, and key decision-makers within a wide range of client organizations including city governments and housing authorities nationwide. Ross drove substantial year-over-year revenue growth as an IT consultant by fully understanding technical and functional requirements, presenting clients with industry-leading software solutions, and negotiating favorable contracts. Ross maintained outstanding client retention and satisfaction metrics by building mutually beneficial partnerships centered on common goals, providing clients with impeccable follow-through, and improving brand presence.

Business Process Improvement: Ross has provided business process improvement services to many BerryDunn clients during enterprise system selection. His experience includes fact-finding, recommendations development, and requirements definition. He draws on experience and industry best practices when assisting clients with business process recommendations.

School District, New York; Coachella Valley Association of Governments (CVAG), California; and Washington County, Oregon.

Business Analysis: Allisha provides high-quality business analysis services to a mix of large- and small-scale clients in local and state government spaces. Not only does Allisha understand small, local governments with limited and competing resources, Allisha also provides deep knowledge of large, complex, specialized clients with complicated scopes of work including Jefferson County Public School District in Colorado, Denton County Transit Authority in Texas, Madison Metropolitan Sewerage District in Wisconsin, and Syracuse City School District in New York.

Business Process Improvement: Allisha is experienced in assisting with current state (as-is) and future-state (to-be) process diagramming and mapping for local government clients amid planning for large-scale enterprise resource planning projects. For clients such as Athens-Clark County, Georgia and Chicago Metropolitan Agency for Planning, Allisha provides multifaceted research and provides effective recommendations across processes, policies, organization, and technological scopes.

HR: Allisha has worked on several projects with HR teams, including with the City of Worcester, Massachusetts and the City of Kirkwood, Missouri. Currently, she is working with the Syracuse City School District, in New York, where she is working with their HR Department to provide business analysis.

 Name and Title Ashley Aaron, Consultant	 Name and Title Joe Bergeon, Senior Consultant, CAPM®
Project Assignment Business Analyst	Project Assignment Asset Management SME
Name of Firm with Whom Associated BerryDunn	Name of Firm with Whom Associated BerryDunn
Years of Experience providing ERP requirements analysis: With this firm <1 year With other firms N/A	Years of Experience providing ERP requirements analysis: With this firm 2+ years With other firms N/A
Education Degree BA School Vanderbilt University Specialization Public Policy Studies	Education Degree BS School Salve Regina University Specialization Global Business and Economics
Name of Organization and First Year Registered, per Discipline: N/A	Name of Organization and First Year Registered, per Discipline: N/A
Other Experience/Qualifications Relevant to this Project Ashley Aaron is a consultant in BerryDunn's Local Government Practice Group with experience in public policy, research, and data analytics. She is proficient in data visualization and content creation software including Excel and Stata. Business Analysis: In her role as a consultant, Ashley supports fact-finding and discovery, assessing current needs, and developing requirements to inform enterprise system vendor selection. She excels at coordinating communications between client staff and BerryDunn as well as scheduling	Other Experience/Qualifications Relevant to this Project Joseph Bergeon is a senior consultant in BerryDunn's Local Government Practice Group. He regularly supports our Technology Management and Community Development and Utility Operations practices. He brings experience in government and community engagement at the local and federal levels. Joseph is focused on operational management, business process improvement, and analytical review for government institutions in the education, legislative, and community governance fields.

meetings, reporting, and contributing to project deliverables in a timely manner.

Policy Analysis and Development: In her role as a Salt Lake City Council constituent liaison, Ashley developed a policy memo on homelessness, highlighting her analytical and writing skills. Additionally, she tracked and analyzed cost changes for over 45 projects, contributing to the development of a \$58M+ budget for the FY25 Capital Improvement Program. This experience emphasizes her ability to analyze data and develop comprehensive policy recommendations.

Research and Data Analytics: In her role as a research and data analytics intern at the United States Department of Housing and Urban Development (HUD), Office of General Counsel, Ashley exhibited strong technical skills by coding a program in R to translate over 7,000 addresses for a civil rights lawsuit. Her proficiency in data analysis and visualization was demonstrated through her creation and presentation of a PowerPoint on HUD's AFFH-T Mapping Tool.

Asset Management: Joseph has supported BerryDunn clients including Jefferson Parish, Louisiana; Williamson County, Texas; the City of Camarillo, California; and the City of Vancouver, Washington in asset management system projects by facilitating comprehensive discovery sessions with stakeholders to understand operational needs and pain points. He has conducted field observations to document current asset tracking and maintenance workflows, helping ensure a thorough understanding of real-world practices. Joseph has led the development of detailed system requirements tailored to client-specific asset management goals, including inventory control, lifecycle tracking, and maintenance scheduling. He has also played a key role in vendor evaluation activities, including vendor outreach, scoring, and contract negotiations, helping clients identify solutions that align with their strategic objectives and operational requirements.

System Selection: Joseph has assisted BerryDunn clients with every stage of system selection projects, from needs assessment to requirements definition, RFP development, proposal evaluation, facilitation of vendor demonstrations, and preferred vendor identification.

Process Improvement: Joseph supports many of our process improvement projects. He conducts as-is and to-be process diagramming in order to thoroughly understand a system's current state and to identify future features and processes that will best support the end users. He also works with clients to identify manual workflows and potential interfaces and integrations, and provide efficiency recommendations.

System Implementation and Post-Implementation

Oversight: Joseph has assisted BerryDunn clients with system implementation and post-implementation activities. He supports go-live readiness assessments and post-go-live process reviews for permitting, ERP, human resources information systems (HRIS), and asset management systems.

 Name and Title Cheree Ladner, Manager	 Name and Title Amy Clark, Senior Consultant, CGFO
Project Assignment UB SME	Project Assignment Finance SME
Name of Firm with Whom Associated BerryDunn	Name of Firm with Whom Associated BerryDunn
Years of Experience providing ERP requirements analysis: With this firm 5+ years With other firms 5 years	Years of Experience providing ERP requirements analysis: With this firm 4 years With other firms 12 years
Education Degree MBA Degree BA School William Carey University School University of Southern Mississippi Specialization: Business Education Specialization: Business Administration, Management Information Systems	Education Degree Master of Accountancy Degree BS School Devry University School University of South Florida Specialization: Accounting Specialization Accounting
Name of Organization and First Year Registered, per Discipline: N/A	Name of Organization and First Year Registered, per Discipline: N/A
Other Experience/Qualifications Relevant to this Project Cheree Ladner is a manager in our Local Government Practice Group with more than 25 years of experience in local government utilities and public works departments. She is a seasoned project manager for UB, community development, customer information systems, enterprise asset management, and ERP software. Her approach is shaped by her focus on relationship building and business education. Utility Billing Operations and Public Works Consulting: In addition to serving as a project manager, business analyst,	Other Experience/Qualifications Relevant to this Project Amy Clark is a senior consultant in the Local Government Practice Group with a history as a governmental accountant with Plant City, Florida with strong organization and leadership skills. She has more than 16 years of experience serving the public sector, of which 12 years were spent implementing ERP software. Amy is well-versed in maintaining internal controls and improving efficiencies, as well as understanding, translating, and applying the rules

and SME on implementation projects, Cheree has facilitated UB and asset management workshops, managed CRM support tickets, and documented geographic information system (GIS) and UB processes for dashboards and other UB integrations. Her work within local government and as a consultant has exposed her to a variety of UB software vendors and their capabilities. Cheree leverages this experience to drive positive outcomes for clients. She maintains a constructive and clear line of communication between the client and BerryDunn, monitors the progress of the project, tracks the initiation and completion of tasks and milestones, and monitors risks and issues.

Process Improvement: Cheree is skilled at partnering with utility clients to review their current standard operating procedures, processes, workflows, and billing to identify opportunities for improvement and develop recommendations. Her experience includes updating business process documents and workflows, training new and existing staff, working across departments to clarify user needs, and conducting peer benchmarking of utility billing and field personnel. She has also supported system selection tasks, including facilitating fact-finding and vendor information sessions, functional and technical requirements development, and supported RFP planning. She leverages her experience as a public-sector leader, local government consultant, and technology consultant to deliver holistic guidance.

Public-Sector Utility Leadership: Cheree has more than two decades of public-sector experience, including as director of utilities business operations for the City of Pascagoula, Mississippi, and as project manager for the City of Gulfport, Mississippi, and Southwest Water Company. In these roles, she served as project manager for many implementation projects and integrations, trained personnel in many utility billing models (work orders, asset management software, collections, meter replacement, programming of electronics, and electronic metering system), managed cross departmental support tickets, provided software recommendations to municipal leadership, initiated and completed a \$9 million capital automated meter reading system and mass meter replacement project upgrade, and increased annual revenues by millions of dollars.

promulgated by the GASB to deliver the highest quality work under strict deadlines.

Financials: Amy has extensive experience related to financials functionality—including daily work of accounts payable, accounts receivable, billing, business tax, cash management, and general ledger. As such, she is familiar with the reporting and documentation needs of the general ledger and other rules and regulations. Through this work, Amy has continuously sought opportunities to improve work processes and productivity. Notably, she contributed her expertise during the implementation of a new ERP solution, redesigning the general ledger, establishing accounts receivable processes and procedures, establishing new roles and permissions for employees as modules were added, and training employees on the ERP software.

Local Government Accounting Work: During her 16 years as an Accountant II and Chief Accountant, Amy was involved in all aspects of budgeting, including planning the budget calendar, setting department expectations, reviewing projected revenues, developing and monitoring the construction in progress and capital budgets, and participating in department and attending commission meetings. Amy assisted departments with budget entry and monitored changes during the budget process. Following budget adoption, Amy assisted departments with monitoring their budgets using ERP technology to automate budget monitoring report delivery on a weekly or monthly basis, as the department requested. Amy actively managed banking, investment, and staffing decisions and helped ensure sound balance sheet accounts and year end entries and accruals.

Implementation: During Amy's time with Plant City, she coordinated the implementation of various software, including building permit software, check processing software, and ERP software. In these efforts, she assisted with module deployment, staff training, and other project management duties. As a result, Amy is well-versed in what it takes to conduct an effort on time, on budget, and in a way that considers the people side of change as well. During her time with BerryDunn, Amy has brought her experience and best practices to multiple system selection and implementation projects.

6. Information of Litigation

In our 51-year history, we have had five litigation cases as outlined below. We have no information to offer regarding litigation or proceedings where the court or administrative agency has ruled against our firm, or anyone in our firm, in a matter related to our firm's professional activities.

The firm is currently involved in litigation in cases unrelated to the consulting services we offer.

Blackwood v. BerryDunn was an employment case in the Southern District of West Virginia Civil Action No: 2:18-CV-1216. All claims other than a claim of Breach of Promise/Detrimental Reliance based on a dollar amount of just over \$4,000 were dismissed. BerryDunn settled the remaining claim and the Court of Appeals went on to affirm the lower court's decision in December of 2020. In April of 2022, Blackwood filed an amended complaint in state court, once again raising the issues that were already litigated. BerryDunn has asked the court to recognize that the issues have already been decided, and to strike the complaint.

Shaffer v. Berry Dunn McNeil & Parker, LLC is a pending defamation case filed by a former employee of a BerryDunn client. BerryDunn is working to defend and resolve this matter.

Inter-Lakes Health Inc. and related entities sued the firm in June 2006 in Essex County, New York (Index No. 000439-06) for return of fees paid to the firm. The case has not advanced beyond the discovery phase and the firm believes that the claims are baseless. There has been no activity in this case since the fall of 2010.

7. Drug Free Workplace

Item 5.2

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFPs, which are equal with no respect to price, quality and services, are received by the State or by any political subdivision for the procurement of commodities or services, a bid/RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

In the statement specified in subsection 1, notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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


Vendor's Signature

Berry, Dunn, McNeil & Parker, LLC
Company Name

October 23, 2025
Date

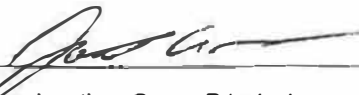
8. Conflict of Interest Disclosure

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (printed name) Jonathan Grace am the
(title) Principal and the duly authorized representative of the firm of (Firm Name)
Berry, Dunn, McNeil & Parker, LLC whose address is
2211 Congress Street Portland, Maine 04102, and that I possess the legal
authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. 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 or fraud.

EXCEPTIONS (List)

Signature: 

Printed Name: Jonathan Grace, Principal

Firm Name: Berry, Dunn, McNeil & Parker, LLC

Date: October 23, 2025

Sworn to and subscribed before me this 23rd day of October, 2025

Personally Known X

OR Produced Identification _____, Type of Identification _____

My Commission Expires 10/31/31

LALI LATHROP
NOTARY PUBLIC
State of Maine
My Commission Expires
October 31, 2031



(Printed, typed or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment A. Requested, Negotiable Exceptions

We have two negotiable, requested exceptions to language in the City's General Terms and Conditions. We believe in being fully transparent about any potential conflicts at the time of proposal. As consultants focused on government clients, we are aware of the limitations on exceptions and additional constraints. If selected, we fully expect to work with the City to reach an agreement on these terms that is fair and beneficial to both parties.

Page 5, II. General Terms and Conditions, I. Indemnification: BerryDunn's legal team may request minor changes to the contract terms at the time of award, to meet our Firm's risk standards and make sure our work is insurable.

Page 5, II. General Terms and Conditions, J. Termination for Convenience and K. Termination for Cause/Default: We request written notice and an opportunity to cure be provided before the contract is terminated for convenience/cause/default.

Table 2 presents the fixed-fee costs associated with Phases 1 – 2 of our proposed work plan. These fees are based on our experience conducting projects of similar size and scope, and the assumption that satisfying a deliverable is based on the City's signed acceptance. That said, the City will not incur any additional costs associated with the process of reaching deliverable acceptance. We will submit monthly progress invoices based on the work completed toward each deliverable. For *Optional Phase 3, Implementation Planning*, we propose a blended hourly rate of \$275 valid through December 2028. We are happy to discuss any potential adjustments to implementation planning services based on the needs of the City.

Table 2: Fixed-Fee Project Costs for Phases 1 – 2

Phase	Fixed-Fee Cost
Phase 1: Current State Evaluation and Needs Assessment	\$58,000
Phase 2: System Evaluation and Selection	\$67,000
Total Cost	\$125,000
<i>Travel expense estimated allocation*</i>	\$12,000

**Travel expense will only be billed as incurred.*

“BerryDunn” is the brand name under which Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP, independently owned entities, provide professional services in an alternative practice structure in accordance with the AICPA Code of Professional Conduct. BDMP Assurance, LLP is a licensed CPA firm that provides attest services, and Berry, Dunn, McNeil & Parker, LLC, and its subsidiary entities provide tax, advisory, and consulting services.

The entities falling under the BerryDunn brand are independently owned and neither entity is liable for the services provided by the other entity. Our use of the terms “our firm” and “we” and “us” and terms of similar import denote the alternative practice structure of Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP.

This proposal is the work of Berry, Dunn, McNeil & Parker LLC and is in all respects subject to negotiation, agreement, and signing of specific contracts.



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: November 20, 2025

RE: Resolution Number 25-100: Approval of Purchase and Sale Agreement for Acquisition of Property Located at 200 S. Bay Street and Related Parcels

Summary

Staff requests approval of a Purchase and Sale Agreement (“Agreement”) with Eustis Properties Corp. for the acquisition of three parcels located at and around 200 S. Bay Street in downtown Eustis. The negotiated purchase price is \$1,800,000.00, subject to statutory appraisals, due diligence, and approval by the City Commission. The acquisition will support municipal operations, downtown redevelopment, and long-term economic development goals.

Background

The subject properties consist of three contiguous parcels located within the City’s downtown core. The parcels include the former Bank of America site and adjacent parcels identified by the Lake County Property Appraiser as:

- **11-19-26-0300-000-02600**
- **11-19-26-0300-000-01200**
- **11-19-26-0100-056-00002**

The City has been evaluating opportunities to assemble these parcels for public-purpose redevelopment, expanded municipal facilities, and long-term strategic downtown revitalization efforts. Staff entered negotiations with Eustis Properties Corp. to secure the properties at a commercially reasonable price while ensuring compliance with statutory requirements and municipal protections.

Negotiated Terms

The key provisions of the Agreement include:

- Purchase Price: \$1,800,000.00
- Deposit: \$90,000.00 (refundable during due diligence)
- Inspection/Due Diligence Period: 90 days, with one 30-day extension by mutual approval
- Closing: Within 120 days of the Effective Date

- City Termination Right: City may terminate the Agreement in its sole discretion during the Inspection Period
- Closing Agent: Cona Law PLLC, with release of City funds subject to written authorization from the City Attorney
- No waiver of sovereign immunity; full Public Records and Sunshine Law compliance
- Title and survey approval fully at the City's discretion

Appraisal-Driven Price Adjustment (As Required by Section 166.045, F.S.)

Section 4.3 of the Agreement includes a statutory pricing mechanism tied to the two (2) MAI appraisals required under Section 166.045, Florida Statutes. This section allows the purchase price to increase above \$1,800,000.00, up to a maximum of \$2,000,000.00, depending on the average of the two appraisals. The adjustment works as follows:

- If the average of the two MAI appraisals equals or exceeds \$1,800,000.00: The purchase price automatically adjusts upward to match the average appraised value, capped at \$2,000,000.00.
- If the average is less than \$1,800,000.00 but not more than 10% below that number (i.e., at least \$1,620,000.00): The City may elect, in its sole discretion, to proceed at the negotiated price of \$1,800,000.00 without additional Commission action.
- If the average is between 10% and 20% below \$1,800,000.00 (i.e., between \$1,440,000.00 and \$1,620,000.00): Staff will return to the Commission to confirm that proceeding at the negotiated price continues to serve a valid public purpose.
- If the average appraisal is 20% or more below the negotiated price (below \$1,440,000.00): The City may not proceed at the negotiated price without an extraordinary vote of the Commission, as required by statute.

This structure ensures statutory compliance, preserves Commission oversight, and protects the City from overpaying relative to market value.

Statutory Requirements

This acquisition is governed by:

- Section 166.021, Fla. Stat. – Municipal home rule authority
- Section 166.045, Fla. Stat. – Appraisal and confidentiality requirements for municipal acquisitions
- Section 768.28, Fla. Stat. – Sovereign immunity limitations
- Chapter 119 & Chapter 286, Fla. Stat. – Public Records and Sunshine Law obligations

The Agreement is expressly contingent upon City Commission approval and lawful appropriation of funds. Appraisals obtained by the City will remain exempt from public disclosure until the acquisition is completed or abandoned, consistent with Section 166.045, Fla. Stat.

The Agreement does not obligate the City to proceed unless all contingencies, including appraisal acceptance, are satisfied.

Legal/Policy Analysis

The City Attorney has reviewed the Agreement and confirmed:

- No waiver of sovereign immunity
- The City retains sole-discretion termination rights during due diligence
- Title, survey, and environmental contingencies fully protect the City
- Price-adjustment mechanism complies with Section 166.045, Fla. Stat.
- All obligations are conditioned on Commission approval and lawful appropriation
- Closing agent is acceptable with City Attorney control of fund disbursement

The Agreement imposes no undue obligations and reflects standard municipal acquisition protections.

Fiscal Impact

The negotiated purchase price is \$1,800,000.00, subject to adjustment based on required appraisals (not to exceed \$2,000,000.00). Funds will be drawn from the General Fund, Building Department Fund, and/or Sales Tax Fund (or other lawful fund as appropriated by the City Commission). Due diligence and appraisal costs will be absorbed within existing allocations.

Recommendation

Staff recommends City Commission adopt Resolution Number 25-100 approving the Purchase and Sale Agreement with Eustis Properties Corp. and authorizing the Mayor and City Clerk to execute the Agreement and related documents, subject to form and legality approval by the City Attorney.

Business Impact Estimate

Not applicable.

Attachments

Resolution Number 25-100

Purchase and Sale Agreement with Exhibit A – Legal Description

Prepared By

Sasha Garcia, City Attorney

Reviewed By

Tom Carrino, City Manager

RESOLUTION NUMBER 25-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 200 S. BAY STREET AND RELATED PARCELS; FINDING A VALID PUBLIC PURPOSE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis desires to acquire certain real property located in downtown Eustis for municipal and public-purpose use; and

WHEREAS, the acquisition is consistent with the City's Charter, the Land Development Regulations, and the City's home rule authority under Section 166.021, Florida Statutes; and

WHEREAS, the City Commission finds that the acquisition of the Property serves a valid public purpose, including redevelopment, economic development, and municipal operations; and

WHEREAS, Section 166.045, Florida Statutes, requires municipalities to obtain appraisals in connection with acquisition of real property and provides that such appraisals remain exempt from public disclosure until closing or formal abandonment of the transaction; and

WHEREAS, the City has negotiated a Purchase and Sale Agreement ("Agreement") with Eustis Properties Corp. for the acquisition of the property at an initial purchase price of \$1,800,000.00, subject to adjustment based on the results of two (2) MAI appraisals as provided in Section 166.045, Florida Statutes, and in accordance with the appraisal-contingency provisions set forth in the Agreement; and

WHEREAS, the Agreement provides that (i) the City may proceed at the negotiated price if the average appraised value is no more than ten percent (10%) below such price; (ii) the City Manager must return to the City Commission for direction if the average appraised value is more than ten percent (10%) but less than twenty percent (20%) below such price; and (iii) if the average appraised value is twenty percent (20%) or more below such price, the City may proceed only upon an extraordinary vote of the City Commission, as required by Section 166.045, Florida Statutes; and

WHEREAS, the City Commission finds that the acquisition of the property serves a valid public purpose, including redevelopment, economic development, municipal operations, and long-term downtown revitalization; and

WHEREAS, the City Commission deems it in the best interest of the City to approve and authorize execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA:

- Section 1.** The Purchase and Sale Agreement attached hereto as Exhibit 1 is hereby approved.
- Section 2.** The Mayor and City Clerk are authorized to execute the Agreement and any documents necessary to complete the transaction, subject to approval as to form and legality by the City Attorney.
- Section 3.** City staff is directed to obtain two (2) MAI appraisals and to complete all required due diligence during the Inspection Period, and to proceed in accordance with the appraisal-contingency decision points described in the Agreement and Section 166.045, Florida Statutes.
- Section 4.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in Regular Session of the City Commission of the City of Eustis, Florida, this 20th day of November 2025.

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

Willie L. Hawkins
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 20th day of November 2025 by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial Number:

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date**CERTIFICATE OF POSTING**

The foregoing Resolution Number 25-100 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (the “Agreement”) is made and entered into by and between **EUSTIS PROPERTIES CORP.**, a Florida Corporation, (“Seller”), and the **CITY OF EUSTIS**, a Florida municipal corporation, (referred to as the “City” or “Buyer”).

ARTICLE I. RECITALS

WHEREAS, Seller is the owner of certain real property located in Lake County, Florida, more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the City desires to acquire the Property for a valid public purpose consistent with its Charter, Code of Ordinances, Land Development Regulations, and the laws of the State of Florida; and

WHEREAS, this acquisition is undertaken pursuant to the City’s home rule powers (§166.021, Fla. Stat.) and appraisal requirements (§166.045, Fla. Stat.; Eustis Code §2-401 et seq.); and

WHEREAS, pursuant to §166.045, Fla. Stat., appraisals obtained by the City shall remain exempt from public disclosure until completion of the acquisition; and

WHEREAS, this Agreement shall not be binding unless and until approved by resolution of the City Commission of Eustis at a duly noticed public meeting; and

WHEREAS, this Agreement constitutes an offer by the City and shall be deemed withdrawn unless fully executed by both parties and a counterpart delivered to all parties on or before **November 21, 2025**, by hand delivery, overnight courier, or email with written acknowledgment of receipt from the receiving party; and any counteroffer must be accepted within **three (3) business days** of delivery, unless otherwise agreed in writing.

The foregoing Recitals are true and correct and are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE II. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- a. “Effective Date” means the date on which this Agreement is fully executed by both parties.

- b. “Closing” means the consummation of the transaction contemplated herein, at which Seller conveys title to the City and the City pays the Purchase Price.
- c. “Closing Agent” means Cona Law PLLC, whose address is 3765 Airport Road, Suite 201, Naples, Florida 34105; 239-234-6822, ccona@cona.law.
- d. “Resolution” means the formal resolution of the City Commission authorizing this Agreement and appropriation of funds.
- e. “Appraisal” means a written valuation prepared by an MAI-certified appraiser meeting USPAP standards.
- f. “Inspection Period” means the due diligence period provided in Article V.
- g. “Municipal Lien Search” means a search of applicable municipal records identifying open permits, code enforcement actions, unpaid assessments, and utility balances.
- h. “Permitted Exceptions” means those title matters approved or deemed approved by the City pursuant to Article V.

ARTICLE III. CONDITIONS PRECEDENT

3.1 Commission Approval. This Agreement is contingent upon approval by the City Commission of Eustis at a duly noticed public meeting. This Agreement shall not be binding upon the City until such approval is obtained.

3.2 Statutory Appraisals. The City shall obtain and administratively accept at least two MAI appraisals of the Property in accordance with §166.045, Fla. Stat. and further described in Article IV.

3.3 Appropriation. This Agreement is subject to lawful appropriation of funds for this acquisition. The City shall have no liability in the absence of such appropriation.

3.4 Title and Survey. The City’s obligation to close is conditioned upon issuance, at closing, of an owner’s title policy insuring fee simple title, subject only to Permitted Exceptions, and receipt of a current ALTA/NSPS survey acceptable to the City. In the event the Seller does not provide a survey the City finds acceptable, the City, at its own expense, may obtain a new survey.

3.5 Due Diligence. Completion to the City’s satisfaction of all due diligence described in Article V.

ARTICLE IV. APPRAISALS, PURCHASE AND SALE

4.1 Agreement. Seller agrees to sell and convey to the City, and the City agrees to purchase from Seller, the Property upon the terms and conditions set forth herein.

4.2 Appraisals and Confidentiality. During the Inspection Period described in Article V, the City shall obtain at least two (2) independent MAI-certified appraisals prepared in accordance with USPAP standards. The parties acknowledge that this Agreement is expressly contingent upon the City's completion and acceptance of such appraisals and all due-diligence investigations prior to Closing, and that the acquisition shall not be deemed complete until Closing has occurred.

To the extent permitted by law, and consistent with the interpretation of §166.045, Florida Statutes, by the Florida Attorney General, the appraisals obtained by the City shall remain exempt from public disclosure under Chapter 119, Florida Statutes, until the City either (a) completes the acquisition by Closing, or (b) formally abandons the transaction. Nothing herein shall be construed to limit any disclosure required by law once the acquisition is complete. For avoidance of doubt, this exemption shall apply only while this Agreement remains contingent and the acquisition has not been completed or abandoned, consistent with the interpretation of §166.045, Florida Statutes.

4.3 Appraisal Contingency and Public Interest Pricing. The City Commission's approval of this Agreement at a duly noticed public hearing shall constitute a determination that acquisition of the Property serves a valid public purpose and that the agreed base price of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) represents fair consideration for the Property.

(a) If the average of the two MAI appraisals obtained by the City equals or exceeds \$1,800,000.00, the Purchase Price shall automatically adjust to match the average appraised value, up to a maximum of Two Million Dollars (\$2,000,000.00).

(b) If the average of the two MAI appraisals is less than \$1,800,000.00 but not more than ten percent (10%) below that amount (i.e., \$1,620,000.00 or greater), the City may, in its sole discretion, elect to proceed at the negotiated price of \$1,800,000.00 without further Commission action, based upon the Commission's prior public-purpose finding.

(c) If the average of the two MAI appraisals is more than ten percent (10%) but less than twenty percent (20%) below \$1,800,000.00 (i.e., between \$1,440,000.00 and \$1,620,000.00), the City Manager shall present the appraisals to the Commission for confirmation that proceeding at the \$1,800,000.00 price continues to serve a valid public purpose under §166.045, Florida Statutes.

(d) If the average of the two MAI appraisals is twenty percent (20%) or more below \$1,800,000.00 (i.e., below \$1,440,000.00), the City shall not proceed at the negotiated price without express Commission approval by extraordinary vote pursuant to §166.045, Florida Statutes, and confirmation of lawful appropriation of funds.

(e) If, during the City's due-diligence investigations (including title, survey, or environmental review), the City discovers material defects or conditions adversely affecting the Property's value or suitability for public purpose, the City may, in its sole discretion, require a reasonable downward adjustment of the Purchase Price or elect to terminate this Agreement and receive a full refund of the escrow deposit.

4.4 Purchase Price. Subject to Section 4.3 above, the Purchase Price shall be One Million Eight Hundred Thousand Dollars (\$1,800,000.00), payable at Closing by wire transfer of immediately available funds, subject to prorations and adjustments as provided herein.

4.5 Deposit. Within ten (10) days after the Effective Date, the City shall deposit Ninety Thousand Dollars (\$90,000.00) (the “Deposit”) with the Closing Agent to be held in an interest-bearing escrow account. The Deposit shall not exceed five percent (5%) of the Purchase Price.

(a) The Deposit shall be fully refundable to the City upon the occurrence of any of the following:

- i. failure of any condition precedent or contingency set forth in this Agreement, including without limitation those relating to Commission approval, appraisal, title, survey, or due diligence;
- ii. termination of this Agreement by the City pursuant to any express termination right herein; or
- iii. any default or breach of this Agreement by Seller.

(b) Upon written notice from the City that any of the events in subsection (a) has occurred, the Closing Agent shall promptly (and in no event later than five (5) business days thereafter) disburse the Deposit to the City without requirement of Seller consent.

(c) In the event of a Buyer breach of this Agreement following satisfaction of all contingencies, the Deposit shall constitute Seller’s sole and exclusive remedy as liquidated damages, as more fully provided in Article IX.

(d) The Closing Agent shall hold and disburse the Deposit strictly in accordance with the terms of this Agreement and shall have no liability to either party except for willful misconduct or fraud.

ARTICLE V. TITLE & DUE DILIGENCE

5.1 Inspection Period. The City shall have ninety (90) days from the Effective Date (the “Inspection Period”) to conduct all due diligence and to satisfy the Conditions Precedent listed in Article III above. The Inspection Period may be extended by thirty (30) days upon written approval by Seller and the City Manager. The City may terminate this Agreement prior to the end of the Inspection Period by written notice if it determines in its sole discretion that the Property is unsuitable.

5.2 Environmental. Seller shall promptly deliver to the City any and all environmental reports in its possession, if any. At its sole expense, the City may conduct a Phase I ESA, and if recommended, a Phase II ESA. If contamination is discovered or environmental conditions are unsatisfactory to the City, the City may terminate this Agreement and receive a full refund of any deposit.

5.3 Title and Survey. Within ten (10) days after the Effective Date, Seller shall deliver to the City (a) a current commitment for an owner's title insurance policy issued by a Florida-licensed title insurer (the "Title Commitment"), together with copies of all recorded instruments referenced therein, and (b) a municipal lien and permit search. If available, Seller shall also provide any existing survey of the Property.

The City shall have ten (10) days after receipt of the Title Commitment and survey (or fifteen (15) days after the Effective Date, whichever is later) to deliver written notice to Seller specifying any exceptions, encumbrances, liens, or other matters that, in the City's reasonable judgment, render title to the Property unmarketable or uninsurable (the "Title Defects").

Seller shall have fifteen (15) days after receipt of the City's notice (the "Title Curative Period") to remove or cure the Title Defects to the City's satisfaction and provide written evidence of such cure.

If Seller fails to cure the Title Defects within the Title Curative Period, or if Seller notifies the City in writing that it elects not to cure, the City may, in its sole discretion, either:

- i. proceed to Closing and accept title subject to such Title Defects without adjustment to the Purchase Price; or
- ii. terminate this Agreement by written notice to Seller, whereupon the Closing Agent shall immediately refund the Deposit to the City, and thereafter neither party shall have further liability hereunder except as expressly stated to survive termination.

Seller shall not declare any defect "not feasible to cure" unless supported by a written opinion of Florida counsel or title insurer confirming that cure is impracticable on a commercially reasonable basis.

ARTICLE VI. CLOSING

6.1 Closing Date. Closing shall occur within one hundred twenty (120) days after the Effective Date, unless extended by mutual written agreement. If any deadline falls on a weekend or holiday, such deadline shall be extended to the next business day.

6.2 Escrow and Disbursement. Closing shall occur through the Closing Agent. Funds shall not be disbursed until the issuance of the owner's policy insuring fee simple title, initiation of wire payments for satisfaction of all monetary liens, and delivery of all closing deliverables.

6.3 Deliveries by Seller. At Closing, Seller shall deliver: (a) a Special Warranty Deed; (b) affidavits as to liens and possession; (c) FIRPTA and W-9 affidavits, if any; (d) organizational resolutions and authority certificates; (e) evidence of insurance; and (f) such other documents reasonably required by the City Attorney.

6.4 Deliveries by City. City shall deliver the Purchase Price and a certified copy of the authorizing Resolution.

6.5 Possession. Possession shall be delivered at Closing, free of occupants, with all keys, codes, plans, permits, warranties, and records, if any, in Seller's possession.

6.6 Costs and Prorations. At Closing, the City shall pay to Seller the total Purchase Price for the Property, less prorations and adjustments as provided in this Agreement. All applicable insurance premiums, interest, advance rents (if any), and other expenses of the Property shall be prorated as of 11:59 p.m. on the day prior to the Closing Date. Ad valorem real property taxes shall be prorated based upon the current year's taxes, if known, or, if not yet fixed, upon the prior year's millage and assessment, with final adjustment when actual taxes are determined. This covenant shall survive Closing only for the limited purpose of completing post-Closing ad valorem tax adjustments.

A. Seller shall pay for:

- i. the documentary stamp tax on the Warranty Deed;
- ii. the cost of curing any title or survey defect, including preparation and recording of curative instruments;
- iii. Seller's legal fees and expenses;
- iv. any third-party professional or consulting fees incurred at Seller's request; and
- v. the cost of the Owner's Title Insurance Policy required under this Agreement, including title and lien search costs. The title insurer and closing agent shall be Cona Law PLLC, 3765 Airport Road, Suite 201, Naples, Florida 34105, as designated by Seller and accepted by the City.

B. The City shall pay for:

- i. recording fees for the Warranty Deed;
- ii. costs of all inspections, tests, and studies performed by the City in connection with its due diligence;
- iii. the City's own legal, professional, or consulting fees; and
- iv. the cost of any new survey or endorsements or upgrades requested by the City.

The Closing Agent shall hold and disburse all escrow funds strictly in accordance with this Agreement and only upon written authorization from the City Attorney or his/her designee for any release of City funds prior to Closing. The Property shall be delivered vacant and free of all tenants, occupants, and claims of possession at Closing.

6.7 Seller's Right to Receive Backup Offers. During the term of this Agreement, Seller may receive or acknowledge inquiries or backup offers from third parties; however, Seller shall not negotiate, accept, or enter into any binding agreement for sale of the Property to any other party while this Agreement remains in effect.

Any such backup offer shall be expressly subordinate to this Agreement and shall not become effective unless and until this Agreement is terminated in accordance with its terms. Seller shall not disclose to any prospective purchaser the terms of this Agreement, the City's appraisals, due-diligence reports, or any other materials provided by or on behalf of the City, except as required by law.

Seller shall promptly notify the City in writing of the receipt of any bona fide backup offer, including the identity of the offeror and proposed terms, but such notice shall not create any obligation on the part of the City to act or respond.

This provision is intended solely to permit Seller to receive expressions of interest while preserving the City's exclusive right to acquire the Property and to protect the confidentiality of the City's acquisition process pursuant to §166.045, Florida Statutes.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

7.1 Seller Representations. Seller represents and warrants that: (a) Seller has full authority; (b) no consent is required other than disclosed; (c) no pending or threatened litigation exists; (d) no outstanding code enforcement actions exist; (e) Seller complies with OFAC and anti-terrorism laws; (f) Seller complies with §448.095, Fla. Stat. (E-Verify); (g) Seller has not offered prohibited gifts under Ch. 112, Fla. Stat., City Charter, or Code; (h) no leases or occupancy rights will survive Closing unless disclosed. Seller shall provide disclosures on Exhibit E and update prior to Closing.

Additionally, Seller represents that it has disclosed all known environmental conditions affecting the Property.

7.2 City Representations. The City represents that this Agreement has been duly authorized and, subject to Commission approval and appropriation, is binding.

7.3 Survival. All representations survive Closing for one (1) year.

ARTICLE VIII. MUNICIPAL PROTECTIONS

8.1 Sovereign Immunity. Nothing herein shall be construed as a waiver of the City's sovereign immunity or the limits of liability provided in §768.28, Fla. Stat., regardless of the type of claim or cause of action. All indemnification and insurance obligations of Seller are subject to and limited by this provision.

8.2 Appropriations. The City's obligations under this Agreement are subject to the lawful appropriation of funds in accordance with Florida law and the City Charter. If funds are not appropriated in any fiscal year, the City may terminate this Agreement without penalty, liability, or further obligation.

8.3 Public Records and Sunshine. Seller acknowledges and agrees that the City is subject to Florida's Public Records Act (Chapter 119, Fla. Stat.) and Sunshine Law (Chapter 286, Fla. Stat.). Seller shall comply with all applicable requirements of Chapter 119, including the duty to maintain and provide records related to this Agreement and to promptly respond to public records requests, at no additional cost to the City. Failure by Seller to comply shall be grounds for immediate termination of this Agreement by the City.

IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK AT (352) 483-5430 OR CITYCLERK@EUSTIS.ORG OR 10 N. GROVE ST., EUSTIS, FL 32726.

8.4 No Waiver of Police Powers. Nothing in this Agreement shall be deemed or construed to limit or waive the City's regulatory, permitting, land use, code enforcement, or police powers, including the adoption of future ordinances and regulations in the interest of public health, safety, and welfare.

8.5 Insurance. Prior to Closing and until the date of Closing, Seller shall maintain, at its sole cost, commercial general liability insurance with limits customary for similarly situated properties.

8.6 Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other, which consent may be withheld in such party's sole discretion; provided, however, that the City may assign its rights and obligations under this Agreement to another governmental entity or agency upon approval by the City Commission, without Seller's consent.

ARTICLE IX. DEFAULT & REMEDIES

9.1 Seller Default. If Seller defaults under this Agreement, including failure to perform any obligation when due, the City shall have the right, in addition to any other remedies provided herein, to: (a) terminate this Agreement by written notice and recover any deposit, together with reimbursement of all documented third-party out-of-pocket costs incurred by the City in connection with this transaction, including title, survey, appraisal, and environmental expenses; (b) pursue specific performance to compel Seller to convey the Property as contemplated herein; and/or (c) pursue all other remedies available at law or in equity. The City's election of one remedy shall not preclude pursuit of others to the extent permitted by law.

9.2 City Default. If the City fails to perform its obligations under this Agreement without legal excuse, Seller's sole and exclusive remedy shall be to retain any escrow deposit made by the City as liquidated damages, it being agreed that actual damages would be difficult to ascertain and the liquidated amount constitutes a fair and reasonable estimate of such damages. Seller expressly waives any right to seek additional damages, equitable relief, or specific performance against the City.

9.3 Remedies Cumulative. Except as expressly limited in Section 9.2 with respect to City default, all rights and remedies provided herein are cumulative of each other and of any rights or remedies available at law or in equity and may be exercised concurrently or successively. No waiver of any breach shall be deemed a waiver of any other or subsequent breach.

ARTICLE X. RISK OF LOSS; CONDEMNATION

10.1 Risk of Loss. The risk of loss or damage to the Property, including all improvements, fixtures, and appurtenances, from fire, casualty, acts of God, or other causes, shall remain upon Seller until Closing. Seller shall maintain the Property in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. In the event of any material damage or destruction prior to Closing, the City may elect, in its sole discretion, either (a) to terminate this Agreement and receive a full refund of any deposit or (b) to proceed to Closing, in which case Seller shall assign and transfer to the City all insurance proceeds payable on account of such damage or destruction, together with a credit at Closing for any deductible amount.

10.2 Condemnation. If prior to Closing, all or any portion of the Property is taken or made subject to a pending taking by eminent domain or other governmental action, Seller shall promptly give the City written notice thereof. In such event, the City may elect, in its sole discretion, either (a) to terminate this Agreement and receive a full refund of any deposit and reimbursement of due diligence costs, or (b) to proceed to Closing, in which case Seller shall assign and transfer to the City all condemnation awards or payments relating to the Property, and the Purchase Price shall be reduced by the amount of any unpaid award. If the City elects to terminate, neither party shall have any further liability hereunder except for those obligations expressly stated to survive termination.

ARTICLE XI. BROKERS; NO THIRD-PARTY BENEFICIARIES

11.1 Brokers. Each party represents and warrants to the other that it has not engaged or dealt with any real estate broker, finder, or agent in connection with this Agreement or the transaction contemplated hereby, except as may be disclosed in writing and approved by the City. If any broker, finder, or agent claims a commission or fee by, through, or on account of the acts of a party, such party shall indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of such claim. This Section shall survive Closing or termination of this Agreement.

11.2 No Third-Party Beneficiaries. This Agreement is solely for the benefit of Seller and the City, and their respective permitted successors and assigns, and no provision of this Agreement shall be deemed to confer upon any other person or entity any legal or equitable right, remedy, or claim. Nothing herein shall be construed to create a contractual relationship with or cause of action in favor of any third party, including, without limitation, any contractor, subcontractor, consultant, or supplier.

ARTICLE XII. MISCELLANEOUS

12.1 Notices. All notices, demands, consents, approvals, and other communications required or permitted hereunder shall be in writing and shall be deemed given (a) when delivered personally; (b) one (1) business day after being deposited with a nationally recognized overnight courier service; or (c) three (3) business days after being deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed to the parties at their addresses set forth below (or to such other

address as either party may designate by notice in accordance with this Section). Notices by email shall not constitute official notice unless expressly acknowledged in writing by the recipient; however, delivery of fully executed counterparts of this Agreement may be made by email and shall be deemed effective upon acknowledgment of receipt.

Notice to City

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

Notice to Seller

Eustis Properties Corp.
50 W Magnolia Ave
Eustis, FL 32726

Copy to: City Attorney
10 N. Grove St
Eustis, FL 32726

12.2 Time of the Essence. Time is of the essence in the performance of each party's obligations under this Agreement, and strict compliance with all deadlines and time periods is required.

12.3 Further Assurances. Each party agrees to execute, acknowledge, and deliver such further instruments and to take such additional actions as may be reasonably necessary to carry out the purposes of this Agreement, both before and after Closing.

12.4 Non-Merger. All representations, warranties, covenants, and obligations of the parties that by their nature are intended to survive Closing shall not merge into the deed but shall instead remain binding and enforceable in accordance with their respective terms.

12.5 Severability; Waiver. If any provision of this Agreement is held invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions. The failure of either party to enforce any provision at any time shall not be deemed a waiver of such provision or of the right to enforce such provision thereafter. No waiver shall be effective unless in writing signed by the party granting such waiver.

12.6 Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, understandings, or agreements, whether written or oral. No amendment, modification, or waiver of any provision shall be effective unless in writing and executed by both parties.

12.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Nothing herein shall be deemed to create any rights in favor of any third party except as expressly provided herein.

12.8 Interpretation. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. Headings are for convenience only and shall not affect interpretation. References to statutes include any amendments or successors thereto.

12.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts located in Lake County, Florida.

12.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Signatures delivered electronically or by facsimile shall be deemed original signatures for all purposes.

12.11 Attorneys' Fees and Costs. In connection with any litigation or dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, for trial and appellate proceedings, subject in all respects to the monetary limitations and conditions set forth in §768.28, Florida Statutes.

EXHIBITS

Exhibit A – Legal Description (Lake County Property Appraiser)

Exhibit B – Special Warranty Deed (Form)

Exhibit C – Closing Deliverables Checklist

Exhibit D – Commission Resolution 25-100

Exhibit E – Seller Disclosure Schedule

SIGNATURES

SELLER
EUSTIS PROPERTIES CORP.

By: _____
Name: _____
Title: _____
Date: _____

BUYER
CITY OF EUSTIS, FLORIDA

By: _____
Willie Hawkins
Mayor/Commissioner
Date: _____

ATTEST:

Christine Halloran, City Clerk

Approved as to Form and Legality:

Sasha Garcia, City Attorney

Certified Copy of Commission Resolution Number 25-100 attached.

EXHIBIT A

Description of the Property

As used herein, the Property shall include all of the following properties:

1. Lake County Property Appraiser Parcel Number: 11-19-26-0300-000-02600, Alternate Key 14520318, 200 S. Bay St., Eustis, FL, 32726, Property Description: EUSTIS, BAY ST BUSINESS LOTS LOTS 26, 27, 28, 29--LESS W 25 FT--LOT 30--LESS S 5 FT OF W 25 FT--LOTS 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 PB 6 PG 26 ORB 3822 PG 1903
2. Lake County Property Appraiser Parcel Number: 11-19-26-0300-000-01200, Alternate Key 1087309, (No street address shown), Property Description: EUSTIS, BAY ST BUSINESS LOTS LOT 12, LOT 13--LESS S 5 FT--PB 6 PG 26 ORB 3822 PG 1903
3. Lake County Property Appraiser Parcel Number: 11-19-26-0100-056-00002, Alternate Key 1792681, 100 N. Bay St., Eustis, FL., Property Description: EUSTIS BEG AT INTERSECTION OF S LINE OF MAGNOLIA AVE & W LINE OF BAY STREET, RUN S'LY ALONG W LINE OF BAY ST A DIST OF 269.50 FT TO THE POINT OF INTERSECTION OF W LINE OF BAY ST & N LINE OF ORANGE AVE, W ALONG SAID N LINE OF ORANGE AVE A DIST OF 100 FT, N'LY ON A STRAIGHT LINE 271.40 FT TO A POINT ON S LINE OF MAGNOLIA AVE 80 FT W FROM POB, E'LY ALONG SAID S LINE OF MAGNOLIA AVE A DIST OF 80 FT TO POB PB 1 PG 79 ORB 3822 PG 1903

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (the “Agreement”) is made and entered into by and between **EUSTIS PROPERTIES CORP.**, a Florida Corporation, (“Seller”), and the **CITY OF EUSTIS**, a Florida municipal corporation, (referred to as the “City” or “Buyer”).

ARTICLE I. RECITALS

WHEREAS, Seller is the owner of certain real property located in Lake County, Florida, more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the City desires to acquire the Property for a valid public purpose consistent with its Charter, Code of Ordinances, Land Development Regulations, and the laws of the State of Florida; and

WHEREAS, this acquisition is undertaken pursuant to the City’s home rule powers (§166.021, Fla. Stat.) and appraisal requirements (§166.045, Fla. Stat.; Eustis Code §2-401 et seq.); and

WHEREAS, pursuant to §166.045, Fla. Stat., appraisals obtained by the City shall remain exempt from public disclosure until completion of the acquisition; and

WHEREAS, this Agreement shall not be binding unless and until approved by resolution of the City Commission of Eustis at a duly noticed public meeting; and

WHEREAS, this Agreement constitutes an offer by the City and shall be deemed withdrawn unless fully executed by both parties and a counterpart delivered to all parties on or before **November 21, 2025**, by hand delivery, overnight courier, or email with written acknowledgment of receipt from the receiving party; and any counteroffer must be accepted within **three (3) business days** of delivery, unless otherwise agreed in writing.

The foregoing Recitals are true and correct and are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE II. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- a. “Effective Date” means the date on which this Agreement is fully executed by both parties.

- b. “Closing” means the consummation of the transaction contemplated herein, at which Seller conveys title to the City and the City pays the Purchase Price.
- c. “Closing Agent” means Cona Law PLLC, whose address is 3765 Airport Road, Suite 201, Naples, Florida 34105; 239-234-6822, ccona@cona.law.
- d. “Resolution” means the formal resolution of the City Commission authorizing this Agreement and appropriation of funds.
- e. “Appraisal” means a written valuation prepared by an MAI-certified appraiser meeting USPAP standards.
- f. “Inspection Period” means the due diligence period provided in Article V.
- g. “Municipal Lien Search” means a search of applicable municipal records identifying open permits, code enforcement actions, unpaid assessments, and utility balances.
- h. “Permitted Exceptions” means those title matters approved or deemed approved by the City pursuant to Article V.

ARTICLE III. CONDITIONS PRECEDENT

3.1 Commission Approval. This Agreement is contingent upon approval by the City Commission of Eustis at a duly noticed public meeting. This Agreement shall not be binding upon the City until such approval is obtained.

3.2 Statutory Appraisals. The City shall obtain and administratively accept at least two MAI appraisals of the Property in accordance with §166.045, Fla. Stat. and further described in Article IV.

3.3 Appropriation. This Agreement is subject to lawful appropriation of funds for this acquisition. The City shall have no liability in the absence of such appropriation.

3.4 Title and Survey. The City’s obligation to close is conditioned upon issuance, at closing, of an owner’s title policy insuring fee simple title, subject only to Permitted Exceptions, and receipt of a current ALTA/NSPS survey acceptable to the City. In the event the Seller does not provide a survey the City finds acceptable, the City, at its own expense, may obtain a new survey.

3.5 Due Diligence. Completion to the City’s satisfaction of all due diligence described in Article V.

ARTICLE IV. APPRAISALS, PURCHASE AND SALE

4.1 Agreement. Seller agrees to sell and convey to the City, and the City agrees to purchase from Seller, the Property upon the terms and conditions set forth herein.

4.2 Appraisals and Confidentiality. During the Inspection Period described in Article V, the City shall obtain at least two (2) independent MAI-certified appraisals prepared in accordance with USPAP standards. The parties acknowledge that this Agreement is expressly contingent upon the City's completion and acceptance of such appraisals and all due-diligence investigations prior to Closing, and that the acquisition shall not be deemed complete until Closing has occurred.

To the extent permitted by law, and consistent with the interpretation of §166.045, Florida Statutes, by the Florida Attorney General, the appraisals obtained by the City shall remain exempt from public disclosure under Chapter 119, Florida Statutes, until the City either (a) completes the acquisition by Closing, or (b) formally abandons the transaction. Nothing herein shall be construed to limit any disclosure required by law once the acquisition is complete. For avoidance of doubt, this exemption shall apply only while this Agreement remains contingent and the acquisition has not been completed or abandoned, consistent with the interpretation of §166.045, Florida Statutes.

4.3 Appraisal Contingency and Public Interest Pricing. The City Commission's approval of this Agreement at a duly noticed public hearing shall constitute a determination that acquisition of the Property serves a valid public purpose and that the agreed base price of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) represents fair consideration for the Property.

(a) If the average of the two MAI appraisals obtained by the City equals or exceeds \$1,800,000.00, the Purchase Price shall automatically adjust to match the average appraised value, up to a maximum of Two Million Dollars (\$2,000,000.00).

(b) If the average of the two MAI appraisals is less than \$1,800,000.00 but not more than ten percent (10%) below that amount (i.e., \$1,620,000.00 or greater), the City may, in its sole discretion, elect to proceed at the negotiated price of \$1,800,000.00 without further Commission action, based upon the Commission's prior public-purpose finding.

(c) If the average of the two MAI appraisals is more than ten percent (10%) but less than twenty percent (20%) below \$1,800,000.00 (i.e., between \$1,440,000.00 and \$1,620,000.00), the City Manager shall present the appraisals to the Commission for confirmation that proceeding at the \$1,800,000.00 price continues to serve a valid public purpose under §166.045, Florida Statutes.

(d) If the average of the two MAI appraisals is twenty percent (20%) or more below \$1,800,000.00 (i.e., below \$1,440,000.00), the City shall not proceed at the negotiated price without express Commission approval by extraordinary vote pursuant to §166.045, Florida Statutes, and confirmation of lawful appropriation of funds.

(e) If, during the City's due-diligence investigations (including title, survey, or environmental review), the City discovers material defects or conditions adversely affecting the Property's value or suitability for public purpose, the City may, in its sole discretion, require a reasonable downward adjustment of the Purchase Price or elect to terminate this Agreement and receive a full refund of the escrow deposit.

4.4 Purchase Price. Subject to Section 4.3 above, the Purchase Price shall be One Million Eight Hundred Thousand Dollars (\$1,800,000.00), payable at Closing by wire transfer of immediately available funds, subject to prorations and adjustments as provided herein.

4.5 Deposit. Within ten (10) days after the Effective Date, the City shall deposit Ninety Thousand Dollars (\$90,000.00) (the “Deposit”) with the Closing Agent to be held in an interest-bearing escrow account. The Deposit shall not exceed five percent (5%) of the Purchase Price.

(a) The Deposit shall be fully refundable to the City upon the occurrence of any of the following:

- i. failure of any condition precedent or contingency set forth in this Agreement, including without limitation those relating to Commission approval, appraisal, title, survey, or due diligence;
- ii. termination of this Agreement by the City pursuant to any express termination right herein; or
- iii. any default or breach of this Agreement by Seller.

(b) Upon written notice from the City that any of the events in subsection (a) has occurred, the Closing Agent shall promptly (and in no event later than five (5) business days thereafter) disburse the Deposit to the City without requirement of Seller consent.

(c) In the event of a Buyer breach of this Agreement following satisfaction of all contingencies, the Deposit shall constitute Seller’s sole and exclusive remedy as liquidated damages, as more fully provided in Article IX.

(d) The Closing Agent shall hold and disburse the Deposit strictly in accordance with the terms of this Agreement and shall have no liability to either party except for willful misconduct or fraud.

ARTICLE V. TITLE & DUE DILIGENCE

5.1 Inspection Period. The City shall have ninety (90) days from the Effective Date (the “Inspection Period”) to conduct all due diligence and to satisfy the Conditions Precedent listed in Article III above. The Inspection Period may be extended by thirty (30) days upon written approval by Seller and the City Manager. The City may terminate this Agreement prior to the end of the Inspection Period by written notice if it determines in its sole discretion that the Property is unsuitable.

5.2 Environmental. Seller shall promptly deliver to the City any and all environmental reports in its possession, if any. At its sole expense, the City may conduct a Phase I ESA, and if recommended, a Phase II ESA. If contamination is discovered or environmental conditions are unsatisfactory to the City, the City may terminate this Agreement and receive a full refund of any deposit.

5.3 Title and Survey. Within ten (10) days after the Effective Date, Seller shall deliver to the City (a) a current commitment for an owner's title insurance policy issued by a Florida-licensed title insurer (the "Title Commitment"), together with copies of all recorded instruments referenced therein, and (b) a municipal lien and permit search. If available, Seller shall also provide any existing survey of the Property.

The City shall have ten (10) days after receipt of the Title Commitment and survey (or fifteen (15) days after the Effective Date, whichever is later) to deliver written notice to Seller specifying any exceptions, encumbrances, liens, or other matters that, in the City's reasonable judgment, render title to the Property unmarketable or uninsurable (the "Title Defects").

Seller shall have fifteen (15) days after receipt of the City's notice (the "Title Curative Period") to remove or cure the Title Defects to the City's satisfaction and provide written evidence of such cure.

If Seller fails to cure the Title Defects within the Title Curative Period, or if Seller notifies the City in writing that it elects not to cure, the City may, in its sole discretion, either:

- i. proceed to Closing and accept title subject to such Title Defects without adjustment to the Purchase Price; or
- ii. terminate this Agreement by written notice to Seller, whereupon the Closing Agent shall immediately refund the Deposit to the City, and thereafter neither party shall have further liability hereunder except as expressly stated to survive termination.

Seller shall not declare any defect "not feasible to cure" unless supported by a written opinion of Florida counsel or title insurer confirming that cure is impracticable on a commercially reasonable basis.

ARTICLE VI. CLOSING

6.1 Closing Date. Closing shall occur within one hundred twenty (120) days after the Effective Date, unless extended by mutual written agreement. If any deadline falls on a weekend or holiday, such deadline shall be extended to the next business day.

6.2 Escrow and Disbursement. Closing shall occur through the Closing Agent. Funds shall not be disbursed until the issuance of the owner's policy insuring fee simple title, initiation of wire payments for satisfaction of all monetary liens, and delivery of all closing deliverables.

6.3 Deliveries by Seller. At Closing, Seller shall deliver: (a) a Special Warranty Deed; (b) affidavits as to liens and possession; (c) FIRPTA and W-9 affidavits, if any; (d) organizational resolutions and authority certificates; (e) evidence of insurance; and (f) such other documents reasonably required by the City Attorney.

6.4 Deliveries by City. City shall deliver the Purchase Price and a certified copy of the authorizing Resolution.

6.5 Possession. Possession shall be delivered at Closing, free of occupants, with all keys, codes, plans, permits, warranties, and records, if any, in Seller's possession.

6.6 Costs and Prorations. At Closing, the City shall pay to Seller the total Purchase Price for the Property, less prorations and adjustments as provided in this Agreement. All applicable insurance premiums, interest, advance rents (if any), and other expenses of the Property shall be prorated as of 11:59 p.m. on the day prior to the Closing Date. Ad valorem real property taxes shall be prorated based upon the current year's taxes, if known, or, if not yet fixed, upon the prior year's millage and assessment, with final adjustment when actual taxes are determined. This covenant shall survive Closing only for the limited purpose of completing post-Closing ad valorem tax adjustments.

A. Seller shall pay for:

- i. the documentary stamp tax on the Warranty Deed;
- ii. the cost of curing any title or survey defect, including preparation and recording of curative instruments;
- iii. Seller's legal fees and expenses;
- iv. any third-party professional or consulting fees incurred at Seller's request; and
- v. the cost of the Owner's Title Insurance Policy required under this Agreement, including title and lien search costs. The title insurer and closing agent shall be Cona Law PLLC, 3765 Airport Road, Suite 201, Naples, Florida 34105, as designated by Seller and accepted by the City.

B. The City shall pay for:

- i. recording fees for the Warranty Deed;
- ii. costs of all inspections, tests, and studies performed by the City in connection with its due diligence;
- iii. the City's own legal, professional, or consulting fees; and
- iv. the cost of any new survey or endorsements or upgrades requested by the City.

The Closing Agent shall hold and disburse all escrow funds strictly in accordance with this Agreement and only upon written authorization from the City Attorney or his/her designee for any release of City funds prior to Closing. The Property shall be delivered vacant and free of all tenants, occupants, and claims of possession at Closing.

6.7 Seller's Right to Receive Backup Offers. During the term of this Agreement, Seller may receive or acknowledge inquiries or backup offers from third parties; however, Seller shall not negotiate, accept, or enter into any binding agreement for sale of the Property to any other party while this Agreement remains in effect.

Any such backup offer shall be expressly subordinate to this Agreement and shall not become effective unless and until this Agreement is terminated in accordance with its terms. Seller shall not disclose to any prospective purchaser the terms of this Agreement, the City's appraisals, due-diligence reports, or any other materials provided by or on behalf of the City, except as required by law.

Seller shall promptly notify the City in writing of the receipt of any bona fide backup offer, including the identity of the offeror and proposed terms, but such notice shall not create any obligation on the part of the City to act or respond.

This provision is intended solely to permit Seller to receive expressions of interest while preserving the City's exclusive right to acquire the Property and to protect the confidentiality of the City's acquisition process pursuant to §166.045, Florida Statutes.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

7.1 Seller Representations. Seller represents and warrants that: (a) Seller has full authority; (b) no consent is required other than disclosed; (c) no pending or threatened litigation exists; (d) no outstanding code enforcement actions exist; (e) Seller complies with OFAC and anti-terrorism laws; (f) Seller complies with §448.095, Fla. Stat. (E-Verify); (g) Seller has not offered prohibited gifts under Ch. 112, Fla. Stat., City Charter, or Code; (h) no leases or occupancy rights will survive Closing unless disclosed. Seller shall provide disclosures on Exhibit E and update prior to Closing.

Additionally, Seller represents that it has disclosed all known environmental conditions affecting the Property.

7.2 City Representations. The City represents that this Agreement has been duly authorized and, subject to Commission approval and appropriation, is binding.

7.3 Survival. All representations survive Closing for one (1) year.

ARTICLE VIII. MUNICIPAL PROTECTIONS

8.1 Sovereign Immunity. Nothing herein shall be construed as a waiver of the City's sovereign immunity or the limits of liability provided in §768.28, Fla. Stat., regardless of the type of claim or cause of action. All indemnification and insurance obligations of Seller are subject to and limited by this provision.

8.2 Appropriations. The City's obligations under this Agreement are subject to the lawful appropriation of funds in accordance with Florida law and the City Charter. If funds are not appropriated in any fiscal year, the City may terminate this Agreement without penalty, liability, or further obligation.

8.3 Public Records and Sunshine. Seller acknowledges and agrees that the City is subject to Florida's Public Records Act (Chapter 119, Fla. Stat.) and Sunshine Law (Chapter 286, Fla. Stat.). Seller shall comply with all applicable requirements of Chapter 119, including the duty to maintain and provide records related to this Agreement and to promptly respond to public records requests, at no additional cost to the City. Failure by Seller to comply shall be grounds for immediate termination of this Agreement by the City.

IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK AT (352) 483-5430 OR CITYCLERK@EUSTIS.ORG OR 10 N. GROVE ST., EUSTIS, FL 32726.

8.4 No Waiver of Police Powers. Nothing in this Agreement shall be deemed or construed to limit or waive the City's regulatory, permitting, land use, code enforcement, or police powers, including the adoption of future ordinances and regulations in the interest of public health, safety, and welfare.

8.5 Insurance. Prior to Closing and until the date of Closing, Seller shall maintain, at its sole cost, commercial general liability insurance with limits customary for similarly situated properties.

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ARTICLE IX. DEFAULT & REMEDIES

9.1 Seller Default. If Seller defaults under this Agreement, including failure to perform any obligation when due, the City shall have the right, in addition to any other remedies provided herein, to: (a) terminate this Agreement by written notice and recover any deposit, together with reimbursement of all documented third-party out-of-pocket costs incurred by the City in connection with this transaction, including title, survey, appraisal, and environmental expenses; (b) pursue specific performance to compel Seller to convey the Property as contemplated herein; and/or (c) pursue all other remedies available at law or in equity. The City's election of one remedy shall not preclude pursuit of others to the extent permitted by law.

9.2 City Default. If the City fails to perform its obligations under this Agreement without legal excuse, Seller's sole and exclusive remedy shall be to retain any escrow deposit made by the City as liquidated damages, it being agreed that actual damages would be difficult to ascertain and the liquidated amount constitutes a fair and reasonable estimate of such damages. Seller expressly waives any right to seek additional damages, equitable relief, or specific performance against the City.

9.3 Remedies Cumulative. Except as expressly limited in Section 9.2 with respect to City default, all rights and remedies provided herein are cumulative of each other and of any rights or remedies available at law or in equity and may be exercised concurrently or successively. No waiver of any breach shall be deemed a waiver of any other or subsequent breach.

ARTICLE X. RISK OF LOSS; CONDEMNATION

10.1 Risk of Loss. The risk of loss or damage to the Property, including all improvements, fixtures, and appurtenances, from fire, casualty, acts of God, or other causes, shall remain upon Seller until Closing. Seller shall maintain the Property in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. In the event of any material damage or destruction prior to Closing, the City may elect, in its sole discretion, either (a) to terminate this Agreement and receive a full refund of any deposit or (b) to proceed to Closing, in which case Seller shall assign and transfer to the City all insurance proceeds payable on account of such damage or destruction, together with a credit at Closing for any deductible amount.

10.2 Condemnation. If prior to Closing, all or any portion of the Property is taken or made subject to a pending taking by eminent domain or other governmental action, Seller shall promptly give the City written notice thereof. In such event, the City may elect, in its sole discretion, either (a) to terminate this Agreement and receive a full refund of any deposit and reimbursement of due diligence costs, or (b) to proceed to Closing, in which case Seller shall assign and transfer to the City all condemnation awards or payments relating to the Property, and the Purchase Price shall be reduced by the amount of any unpaid award. If the City elects to terminate, neither party shall have any further liability hereunder except for those obligations expressly stated to survive termination.

ARTICLE XI. BROKERS; NO THIRD-PARTY BENEFICIARIES

11.1 Brokers. Each party represents and warrants to the other that it has not engaged or dealt with any real estate broker, finder, or agent in connection with this Agreement or the transaction contemplated hereby, except as may be disclosed in writing and approved by the City. If any broker, finder, or agent claims a commission or fee by, through, or on account of the acts of a party, such party shall indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of such claim. This Section shall survive Closing or termination of this Agreement.

11.2 No Third-Party Beneficiaries. This Agreement is solely for the benefit of Seller and the City, and their respective permitted successors and assigns, and no provision of this Agreement shall be deemed to confer upon any other person or entity any legal or equitable right, remedy, or claim. Nothing herein shall be construed to create a contractual relationship with or cause of action in favor of any third party, including, without limitation, any contractor, subcontractor, consultant, or supplier.

ARTICLE XII. MISCELLANEOUS

12.1 Notices. All notices, demands, consents, approvals, and other communications required or permitted hereunder shall be in writing and shall be deemed given (a) when delivered personally; (b) one (1) business day after being deposited with a nationally recognized overnight courier service; or (c) three (3) business days after being deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed to the parties at their addresses set forth below (or to such other

address as either party may designate by notice in accordance with this Section). Notices by email shall not constitute official notice unless expressly acknowledged in writing by the recipient; however, delivery of fully executed counterparts of this Agreement may be made by email and shall be deemed effective upon acknowledgment of receipt.

12.2 Time of the Essence. Time is of the essence in the performance of each party's obligations under this Agreement, and strict compliance with all deadlines and time periods is required.

12.3 Further Assurances. Each party agrees to execute, acknowledge, and deliver such further instruments and to take such additional actions as may be reasonably necessary to carry out the purposes of this Agreement, both before and after Closing.

12.4 Non-Merger. All representations, warranties, covenants, and obligations of the parties that by their nature are intended to survive Closing shall not merge into the deed but shall instead remain binding and enforceable in accordance with their respective terms.

12.5 Severability; Waiver. If any provision of this Agreement is held invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions. The failure of either party to enforce any provision at any time shall not be deemed a waiver of such provision or of the right to enforce such provision thereafter. No waiver shall be effective unless in writing signed by the party granting such waiver.

12.6 Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, understandings, or agreements, whether written or oral. No amendment, modification, or waiver of any provision shall be effective unless in writing and executed by both parties.

12.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Nothing herein shall be deemed to create any rights in favor of any third party except as expressly provided herein.

12.8 Interpretation. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. Headings are for convenience only and shall not affect interpretation. References to statutes include any amendments or successors thereto.

12.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts located in Lake County, Florida.

12.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Signatures delivered electronically or by facsimile shall be deemed original signatures for all purposes.

12.11 Attorneys' Fees and Costs. In connection with any litigation or dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, for trial and appellate proceedings, subject in all respects to the monetary limitations and conditions set forth in §768.28, Florida Statutes.

EXHIBITS

Exhibit A – Legal Description
 Exhibit B – Special Warranty Deed (Form)
 Exhibit C – Closing Deliverables Checklist
 Exhibit D – Commission Resolution
 Exhibit E – Seller Disclosure Schedule

SIGNATURES

SELLER
EUSTIS PROPERTIES CORP.

By: _____
 Name: _____
 Title: _____
 Date: _____

BUYER
CITY OF EUSTIS, FLORIDA

By: _____
 Willie Hawkins
 Mayor/Commissioner
 Date: _____

ATTEST:

 Christine Halloran, City Clerk

Approved as to Form and Legality:

 Sasha Garcia, City Attorney

Certified Copy of Commission Resolution Number 25-100 attached.

EXHIBIT A**Description of the Property**

As used herein, the Property shall include all of the following properties:

1. Lake County Property Appraiser Parcel Number: 11-19-26-0300-000-02600, Alternate Key 14520318, 200 S. Bay St., Eustis, FL, 32726, Property Description: EUSTIS, BAY ST BUSINESS LOTS LOTS 26, 27, 28, 29--LESS W 25 FT--LOT 30--LESS S 5 FT OF W 25 FT--LOTS 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 PB 6 PG 26 ORB 3822 PG 1903
2. Lake County Property Appraiser Parcel Number: 11-19-26-0300-000-01200, Alternate Key 1087309, (No street address shown), Property Description: EUSTIS, BAY ST BUSINESS LOTS LOT 12, LOT 13--LESS S 5 FT--PB 6 PG 26 ORB 3822 PG 1903
3. Lake County Property Appraiser Parcel Number: 11-19-26-0100-056-00002, Alternate Key 1792681, 100 N. Bay St., Eustis, FL., Property Description: EUSTIS BEG AT INTERSECTION OF S LINE OF MAGNOLIA AVE & W LINE OF BAY STREET, RUN S'LY ALONG W LINE OF BAY ST A DIST OF 269.50 FT TO THE POINT OF INTERSECTION OF W LINE OF BAY ST & N LINE OF ORANGE AVE, W ALONG SAID N LINE OF ORANGE AVE A DIST OF 100 FT, N'LY ON A STRAIGHT LINE 271.40 FT TO A POINT ON S LINE OF MAGNOLIA AVE 80 FT W FROM POB, E'LY ALONG SAID S LINE OF MAGNOLIA AVE A DIST OF 80 FT TO POB PB 1 PG 79 ORB 3822 PG 1903

EXHIBIT B - SPECIAL WARRANTY DEED

Prepared by and Return to:
 City of Eustis, Florida
 Attn: City Attorney
 10 North Grove Street
 Eustis, Florida 32726

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 202__, by EUSTIS PROPERTIES CORP., a Florida corporation (“Grantor”), whose address is 50 W Magnolia Ave., Eustis Florida 32726, to CITY OF EUSTIS, FLORIDA, a Florida municipal corporation (“Grantee”), whose address is 10 North Grove Street, Eustis, Florida 32726.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee, in fee simple, subject to the Permitted Exceptions, all of the real property situated in Lake County, Florida, more particularly described in Exhibit A attached hereto and incorporated herein (the “Property”).

TOGETHER WITH all tenements, hereditaments, easements, rights, and appurtenances thereto belonging or in any way appertaining.

Grantor covenants that it is lawfully seized of the Property in fee simple; has full authority to convey the Property; and will warrant and defend title solely against all lawful claims of all persons claiming by, through, or under Grantor, but against none other.

This conveyance is made and delivered pursuant to that certain Purchase and Sale Agreement dated _____, 2025, between Grantor and Grantee. Consistent with Section 12.4 of that Agreement, the representations, warranties, and covenants contained in the Agreement shall not merge into this Deed.

Documentary stamp taxes required by law in connection with this Deed shall be paid by Grantor in accordance with the Purchase and Sale Agreement.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

GRANTOR:**EUSTIS PROPERTIES CORP.,**

a Florida corporation.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES AS TO GRANTOR**Witness 1:**

Signature: _____

Printed Name: _____

Witness 2:

Signature: _____

Printed Name: _____

NOTARY ACKNOWLEDGMENT**State of Florida****County of** _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__ by _____, as _____ of Eustis Properties Corp., a Florida corporation, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public
State of Florida

Name: _____

Commission No.: _____

My Commission Expires: _____

{Exhibit A with Legal Description Follows}

EXHIBIT C – CLOSING DELIVERABLES CHECKLIST**SELLER SHALL DELIVER:**

1. Executed Special Warranty Deed in the approved form.
2. Owner's Title Affidavit acceptable to the Title Insurer.
3. FIRPTA Affidavit and W-9.
4. Corporate authority documents, including resolutions, certificate of incumbency, and officer's certificate reaffirming PSA Article VII representations.
5. Evidence of insurance through the Closing Date.
6. Updated Seller Disclosure Schedule (Exhibit E), certified through Closing.
7. Environmental reports in Seller's possession.
8. All existing surveys, plans, engineering, permits, warranties, and records.
9. Payoff or estoppel statements required to remove monetary liens.
10. Municipal Lien and Permit Search (consistent with PSA Section 5.3).
11. Assignment of all transferable plans, permits, development orders, warranties, intellectual property rights, and digital files relating to the Property.
12. Public Records compliance acknowledgment pursuant to Chapter 119, Florida Statutes.
13. Any additional documents reasonably required by the City Attorney or Title Insurer.
14. Seller's Closing Certificate reaffirming that all representations and warranties under Article VII of the PSA remain true as of Closing.

CITY SHALL DELIVER:

1. Purchase Price by wire transfer of immediately available funds.
2. Certified copy of Commission Resolution authorizing the Agreement and appropriation.

3. Required affidavits, if any.
4. Assignments or other transfer documents required by the City.

CLOSING AGENT SHALL PROVIDE:

1. Title Insurance Policy (ALTA 2021 Owner's Policy).
2. Title Commitment and copies of all exceptions.
3. Updated Municipal Lien and Permit Search.
4. Current Survey or receipt of same.
5. Fund disbursement confirmations.
6. Recording of the Special Warranty Deed and any curative instruments.
7. Final settlement statement approved by the City Attorney.
8. No disbursement of City funds shall occur prior to written authorization by the City Attorney or designee, as required by the PSA.

PUBLIC RECORDS NOTICE

IF SELLER HAS QUESTIONS ABOUT CHAPTER 119, CONTACT THE CITY CLERK AT (352) 483-5430 OR cityclerk@eustis.org.

EXHIBIT D
RESOLUTION NUMBER 25-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 200 S. BAY STREET AND RELATED PARCELS; FINDING A VALID PUBLIC PURPOSE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis desires to acquire certain real property located in downtown Eustis for municipal and public-purpose use; and

WHEREAS, the acquisition is consistent with the City's Charter, the Land Development Regulations, and the City's home rule authority under Section 166.021, Florida Statutes; and

WHEREAS, the City Commission finds that the acquisition of the Property serves a valid public purpose, including redevelopment, economic development, and municipal operations; and

WHEREAS, Section 166.045, Florida Statutes, requires municipalities to obtain appraisals in connection with acquisition of real property and provides that such appraisals remain exempt from public disclosure until closing or formal abandonment of the transaction; and

WHEREAS, the City has negotiated a Purchase and Sale Agreement ("Agreement") with Eustis Properties Corp. for the acquisition of the property at an initial purchase price of \$1,800,000.00, subject to adjustment based on the results of two (2) MAI appraisals as provided in Section 166.045, Florida Statutes, and in accordance with the appraisal-contingency provisions set forth in the Agreement; and

WHEREAS, the Agreement provides that (i) the City may proceed at the negotiated price if the average appraised value is no more than ten percent (10%) below such price; (ii) the City Manager must return to the City Commission for direction if the average appraised value is more than ten percent (10%) but less than twenty percent (20%) below such price; and (iii) if the average appraised value is twenty percent (20%) or more below such price, the City may proceed only upon an extraordinary vote of the City Commission, as required by Section 166.045, Florida Statutes; and

WHEREAS, the City Commission finds that the acquisition of the property serves a valid public purpose, including redevelopment, economic development, municipal operations, and long-term downtown revitalization; and

WHEREAS, the City Commission deems it in the best interest of the City to approve and authorize execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA:

- Section 1.** The Purchase and Sale Agreement attached hereto as Exhibit 1 is hereby approved.
- Section 2.** The Mayor and City Clerk are authorized to execute the Agreement and any documents necessary to complete the transaction, subject to approval as to form and legality by the City Attorney.
- Section 3.** City staff is directed to obtain two (2) MAI appraisals and to complete all required due diligence during the Inspection Period, and to proceed in accordance with the appraisal-contingency decision points described in the Agreement and Section 166.045, Florida Statutes.
- Section 4.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in Regular Session of the City Commission of the City of Eustis, Florida, this 20th day of November 2025.

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

Willie L. Hawkins
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 20th day of November 2025 by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial Number:

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date**CERTIFICATE OF POSTING**

The foregoing Resolution Number 25-100 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT E – SELLER DISCLOSURE SCHEDULE

Seller provides the following disclosures pursuant to Article VII of the Purchase and Sale Agreement. These disclosures are true, correct, and complete to Seller's actual knowledge and shall be updated through Closing. Seller shall promptly supplement these disclosures in writing if any information becomes inaccurate prior to Closing.

For purposes of this Disclosure Schedule, "actual knowledge" means the present, conscious awareness of the individuals with primary responsibility for managing the Property and this transaction, without duty of independent investigation.

1. Litigation

- ☐ None
☐ Describe:

2. Code Enforcement Actions / Violations

- ☐ None
☐ Describe:

3. Environmental Conditions / Reports / Storage Tanks

- ☐ None
☐ Describe all known contamination, spills, environmental notices, underground or aboveground tanks, asbestos, remediation, or agency correspondence:

4. Leases, Occupancy Rights, or Claims of Possession

- ☐ None
☐ Describe (all such rights must be terminated prior to Closing):

5. Easements, Encroachments, Access Issues, or Unrecorded Agreements

- ☐ None
☐ Describe all recorded or unrecorded arrangements, access rights, or usage agreements:

6. OFAC / Anti-Terrorism / E-Verify Compliance (§448.095, Fla. Stat.)

- ☐ Seller confirms compliance.
☐ Exceptions (describe):

7. Ethics / Gifts (Ch. 112, Fla. Stat.)

☐ None

☐ Describe any contacts with City officials subject to Florida ethics laws:

8. Special Assessments / Pending Capital Improvements

☐ None

☐ Describe:

9. Other Material Facts Affecting Value or Intended Public Use

☐ None

☐ Describe:

10. Pending or Threatened Condemnation or Right-of-Way Actions

☐ None

☐ Describe any notices of intent, proposed takings, right-of-way impacts, or government communications:

EXECUTED by Seller this ____ day of _____, 202____.

Seller certifies under penalty of perjury that the foregoing disclosures are true, correct, and complete to Seller's actual knowledge.

EUSTIS PROPERTIES CORP.,

a Florida corporation.

By: _____

Name: _____

Title: _____

Date: _____

PUBLIC RECORDS NOTICE

**IF SELLER HAS QUESTIONS ABOUT CHAPTER 119, CONTACT THE CITY
CLERK AT (352) 483-5430 OR cityclerk@eustis.org.**



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 20, 2025

RE: Explanation of Ordinances for Annexation of Parcels with Alternate Key Numbers 1743320 and 1407940

Ordinance Number 25-31 – Voluntary Annexation

Ordinance Number 25-32 – Comprehensive Plan Amendment

Ordinance Number 25-33 – Design District Assignment

SECOND READING

Ordinance Number 25-31: Voluntary Annexation of Parcels with Alternate Key Numbers 1743320 and 1407940

Introduction:

Ordinance Number 25-31 provides for the voluntary annexation of approximately 20 +/- acres located on the North Side of County Road 44, east of Sparrow Lane (Alternate Key Numbers 1743320 and 1407940).

Provided the annexation of the subject property is approved, Ordinance Number 25-32 would change the future land use designation from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 25-33 would assign the subject property a design district designation of Suburban Neighborhood (SN). If Ordinance Number 25-31 is denied, then there can be no consideration of Ordinance Numbers 25-32 and 25-33.

Community Meeting Summary: Ordinance Nos. 25-31, 25-32, and 25-33 received first reading before the City Commission on September 18, 2025. At that time, the Commission directed the applicant to conduct a community meeting prior to the second reading, which had originally been scheduled and advertised for October 23, 2025. However, the City Commission approved a date certain postponement for second reading to November 20, 2025 at the October 23, 2025 City Commission meeting per the applicant's request to permit sufficient time to coordinate the community meeting.

At the meeting, the proposed development was discussed in detail, with plans calling for 92 lots comprised primarily of 40-foot, 50-foot, and 60-foot lot sizes. Several attendees raised concerns about traffic impacts, particularly on County Roads 44 and 452, and questioned how the project might affect existing traffic conditions and nearby schools. Specific questions were directed at the rationale for including an entrance along CR 452 and the contents of Lake County's traffic review letter. In response, the applicant's attorney, Bret Jones, explained that traffic models indicate sufficient roadway capacity to accommodate the proposed development.

Stormwater management was another area of concern, with attendees asking about runoff and elevation. Attorney Jones clarified that the applicable water management district will require the creation of a homeowner's association (HOA) to oversee and maintain stormwater systems. He noted that detailed calculations regarding slope and elevation are not yet available and will be determined at a later stage of the process.

Additional discussion focused on buffering, with two attendees expressing a desire for a wall along the north side of the development to provide separation from the adjacent subdivision. Questions also arose about potential impacts to Sparrow Lane, but Attorney Jones confirmed that the proposed development does not include any plans to modify, extend, or otherwise alter Sparrow Lane.

Implementation Update: Pursuant to Sections 163.3184 and 163.3191(5), Florida Statutes, adoption and effectiveness are distinct stages. Adoption may occur at the scheduled hearing; however, effectiveness is prohibited until the City's Comprehensive Plan has been found in compliance following the EAR-review process. This statutory condition requires the City to utilize contingent-effective-date language in Ordinances 25-32 and 25-33.

No development orders, development permits, or regulatory decisions relying on the Suburban Residential Future Land Use category or the Suburban Neighborhood Design District may be issued until Ordinance 25-32 becomes effective following DOC's in-compliance determination.

Accordingly, Ordinances 25-31 and 25-33 will be adopted on schedule, but their implementation will remain stayed until Ordinance 25-32 becomes effective.

Comments Received/Intergovernmental Coordination

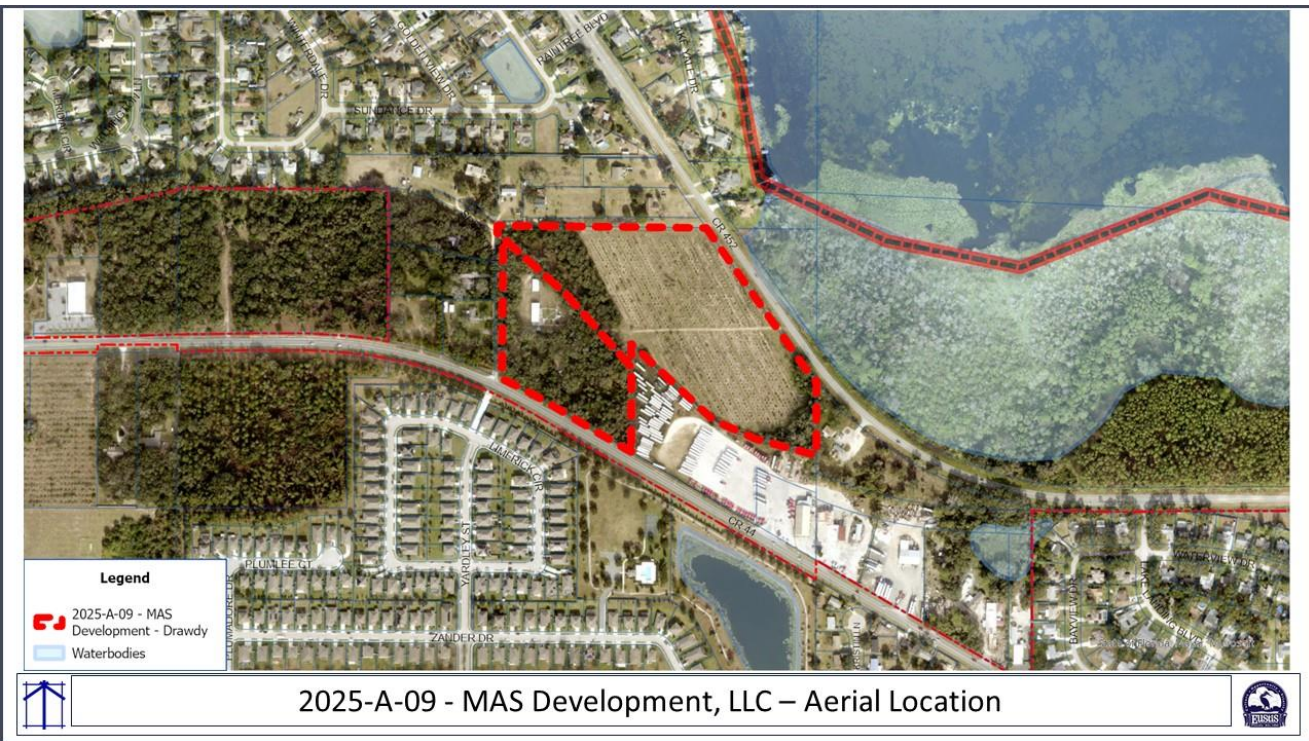
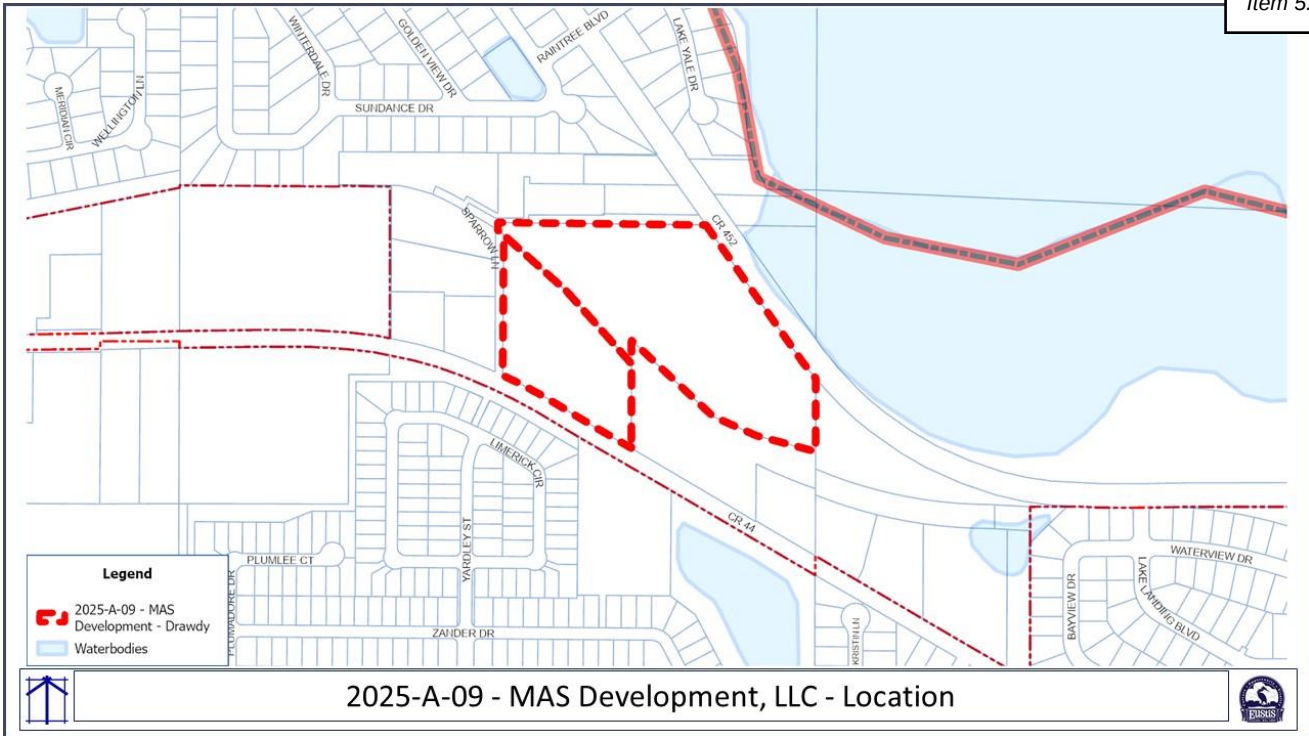
On October 21, 2025, the City received correspondence from Lake County expressing concerns regarding roadway capacity on C.R. 44 and general development impacts. The annexation petition does not approve development; any future project will be reviewed for concurrency, traffic impacts, and compliance with the City's Comprehensive Plan. A copy of the letter is included in the agenda packet.

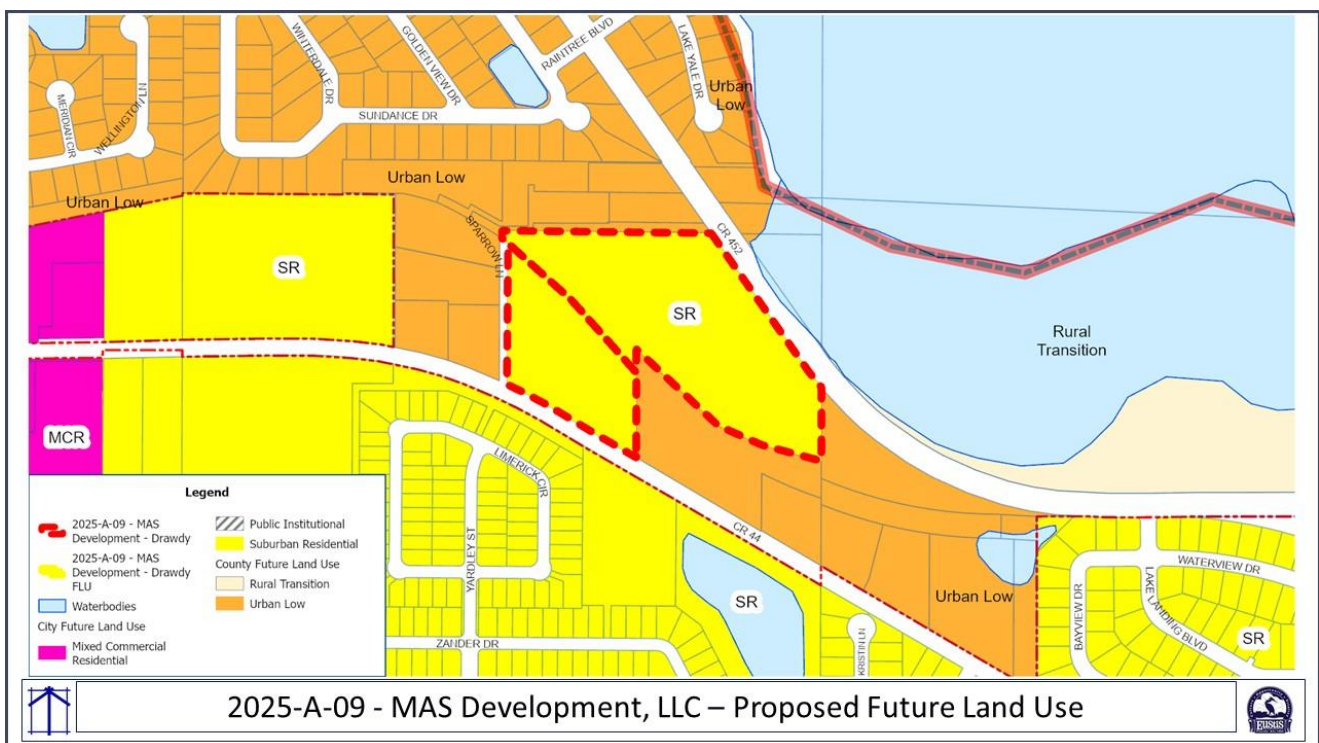
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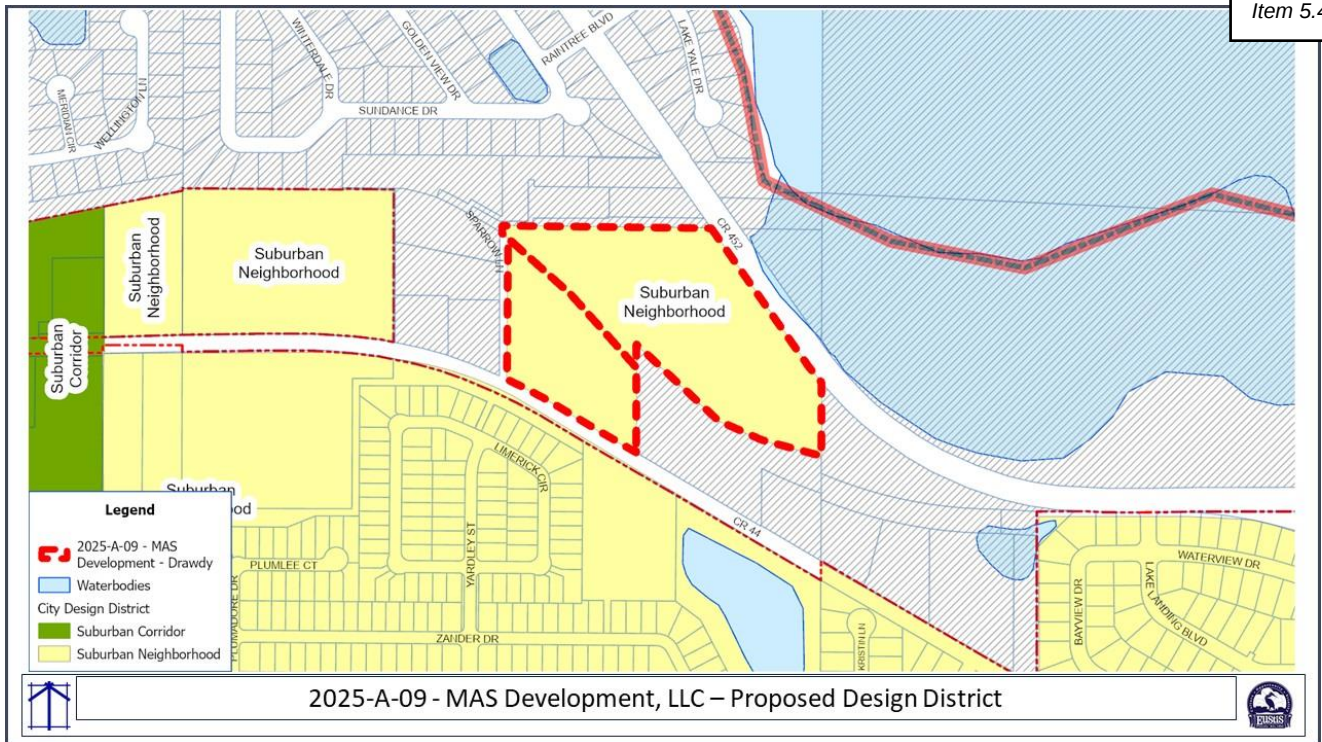
1. The site contains approximately 20 +/- acres and is located within the Eustis-Lake County Joint Planning Area. The property is currently used as a residence, with a vacant grove— Source: *Lake County Property Appraiser's Office (Property Record Card)*.
2. The southern property boundary of the site is contiguous to the City across County Road 44.
3. The site has a Lake County land use designation of Urban Low and an Agriculture (A) zoning designation.

Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Residential & Vacant Grove	Urban Low (Lake County)	N/A
North	Residential	Urban Low (Lake County)	N/A
South	Residential	Suburban Residential	Suburban Neighborhood
East	Trucking Facility	Urban Low (Lake County)	N/A
West	Residential	Urban Low (Lake County)	N/A







Applicant's Request:

The property owners, John E. & Betty A. Drawdy, represented by Madelyn Damon, Esq., and Bret Jones, P.A., wish to annex the property, change the future land use to Suburban Residential (SR), and assign a design district of Suburban Neighborhood.

The current Lake County land use designation for the subject property is Urban Low. The Lake County land use designation allows for residential uses up to 4 dwelling units per net buildable acre.

The property owner has requested the Suburban Residential land use designation within the City of Eustis. The Suburban Residential land use provides for residential uses up to 5 dwelling units per acre. The requested SR designation permits residential use and is consistent with the land use designation of adjacent properties in the City of Eustis.

A. Analysis of Annexation Request (Ordinance Number 25-31)

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

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

The subject property is located within the Joint Planning Area. Urban services of adequate capacity are available to serve future development, consistent with the requested Suburban Residential (SR) 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

planning area; the property is contiguous to the City limits on the southern side of CR 44, and the owner petitioned for annexation.

Under Chapter 171 case law and Attorney General interpretations, contiguity across a public right-of-way—such as County Road 44—is expressly permitted and satisfies the statutory requirement for voluntary 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 two (2) consecutive weeks in some newspaper in such city or town...”

The department published notice of this annexation in the Daily Commercial in accordance with the requirements on September 8, 2025, and again on September 11, 2025, and will notice again before adoption of the Ordinance.

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

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

Annexation of the subject property does not create an enclave.

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

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

The department notified the Lake County Board of County Commissioners on August 28, 2025.

B. Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 25-32)

In accordance with Section 163.3177(6)(a)9., Florida Statutes, to discourage urban sprawl, the Florida Statutes outlines the Primary Indicators of Sprawl. Staff has reviewed these indicators and finds that the proposed annexation and assignment of Future Land Use does not contradict the intent of the primary indicators of sprawl as outlined. The outline and summary of these indicators is included in supplement to this report.

C. Per the City of Eustis Comprehensive Plan Future Land Use Element Appendix

Staff has assessed the proposed amendment to the City of Eustis Comprehensive Plan Future Land Use map relating to the development patterns described and supported within the Plan, including conditions and impacts to utility infrastructure, transportation infrastructure, natural features, and the environment. Staff review finds that the proposed assignment of the Suburban Residential (SR) future land use will not result in impacts that will cause detriment beyond current patterns. The outline and summary of this analysis are included as a supplement to this report.

D. Analysis of Design District Request (Ordinance Number 25-33):

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, or rural transect consistent with the surrounding area.

The City's Land Development Regulations set forth standards for review when changing the case of annexation, assigning a Design District. Staff has reviewed these standards and finds the proposed Suburban Neighborhood Design District consistent with those standards. The outline and summary of this analysis are included as a supplement to this report.

Recommended Action:

Development Services finds the proposed annexation, Future Land Use, and Design District designations consistent with the Comprehensive Plan, Land Development Regulations, and surrounding and adjacent land uses; therefore, it recommends approval of Ordinance Numbers 25-31, 25-32, and 25-33.

Because the City's Evaluation and Appraisal Report (EAR) update remains pending with the Florida Department of Commerce, Ordinance 25-32 (Comprehensive Plan Amendment) may be adopted but may not become effective until DOC issues a finding of in-compliance status pursuant to Section 163.3191(5), Florida Statutes. Ordinances 25-31 and 25-33 will be adopted on schedule but their implementation is conditioned on Ordinance 25-32 becoming effective.

Policy Implications:

None

Attachments:

October 21, 2025 Letter from Lake County re: Annexation
Supplemental Report for Ordinances 25-32 and 25-33
Business Impact Estimate

Business Impact Estimate:

Exempt from this Requirement per F.S. 164.041(4)(c)7.b. (*Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality*)

Prepared By:

Jeff Richardson, AICP, Deputy Director, Development Services

Reviewed By:

Mike Lane, AICP, Development Services Director
Sasha Garcia, City Attorney

ORDINANCE NUMBER 25-31

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE.

WHEREAS, Bret Jones, P.A. and MAS Development, LLC, have, on behalf of, John E. & Betty A. Drawdy, the property owners and the legal owner of record, made application for voluntary annexation of approximately 20.0 Acres of Real Property at Alternate Key Numbers 1743320 And 1407940, on the North Side of County Road 44, east of Sparrow Lane, more particularly described as:

Parcel Alternate Key: 1743320 and 1407940

Parcel Identification Number: 33-18-26-0002-000-00800 and 33-18-26-0002-000-02900

Legal Description:

FROM NW COR OF SE 1/4 OF NW 1/4 OF SEC 33-18-26 THAT PART OF LAND LYING SW'LY OF CR 452 OF THE FOLLOWING DESCRIPTION: RUN S 0-02-0 E ALONG W LINE OF SE 1/4 OF NW 1/4 A DIST OF 150 FT FOR POB, RUN S 89-27-28 E PARALLEL TO 150 FT S OF N LINE OF SE 1/4 OF NW 1/4 TO E LINE OF SAID SE 1/4 OF NW 1/4, S 0-15-33 W ALONG SAID E LINE OF SE 1/4 OF NW 1/4 A DIST OF 937.54 FT, N 75-07-0 W 255.86 FT, N 66-14-55 W 196.98 FT, N 47-09-55 W 463.98 FT, S 0-02-0 E 97.21 FT, N 42-0-0 W 406.60 FT, N 48-23-14 W 359.72 FT, N 52-25-59 W 22.40 FT, N 0-02-0 W 33.74 FT TO POB ORB 3830 PG 1866 ORB 4018 PG 364 ORB 5735 PG 854

And

FROM NW COR OF SE 1/4 OF NW 1/4 RUN S 0-02-00 E ALONG W LINE 183.75 FT, S 52-25-59 E 22.4 FT TO PT ON S'LY R/W OF ABANDONED R/W & 25 FT E OF CENTERLINE OF COUNTY RD FOR POB, RUN S 48-23-14 E 359.72 FT, S 42-00-00 E ALONG S'LY R/W OF ABANDONED RR 406.6 FT, S 0-02 E 349.73 FT TO N'LY R/W OF SR 44, NW'LY ALONG N'LY R/W OF SR 44 TO PT S OF POB, N TO POB ORB 2373 PG 1616 ORB 5735 PG 854

(The foregoing legal description is taken from the Lake County Property Appraiser and has not been independently verified by the City. A sealed survey should be used to confirm the boundaries for purposes of recordation and mapping.)

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 September 18, 2025, the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on November 20, 2025, the City Commission held the 2nd Public Hearing to consider the voluntary annexation of the property contained herein.

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

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 20.0 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 Ordinance is adopted upon passage; however, implementation of City Future Land Use and Land Development Regulations on the annexed property shall not occur until Ordinance 25-32 (Comprehensive Plan Amendment) becomes effective pursuant to Sections 163.3184

and 163.3191, Florida Statutes. Until that time, the property shall remain governed by the Lake County Comprehensive Plan.

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.

For avoidance of doubt, the City acknowledges that, pursuant to Section 163.3191(5), Florida Statutes, no Comprehensive Plan amendment affecting this property may become effective until the City's Evaluation and Appraisal Report (EAR)-based amendments are determined to be in compliance by the Florida Department of Commerce. Annexation does not accelerate or alter this statutory condition.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 20th day of November 2025.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Willie L. Hawkins
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 20th day of November 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial Number:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

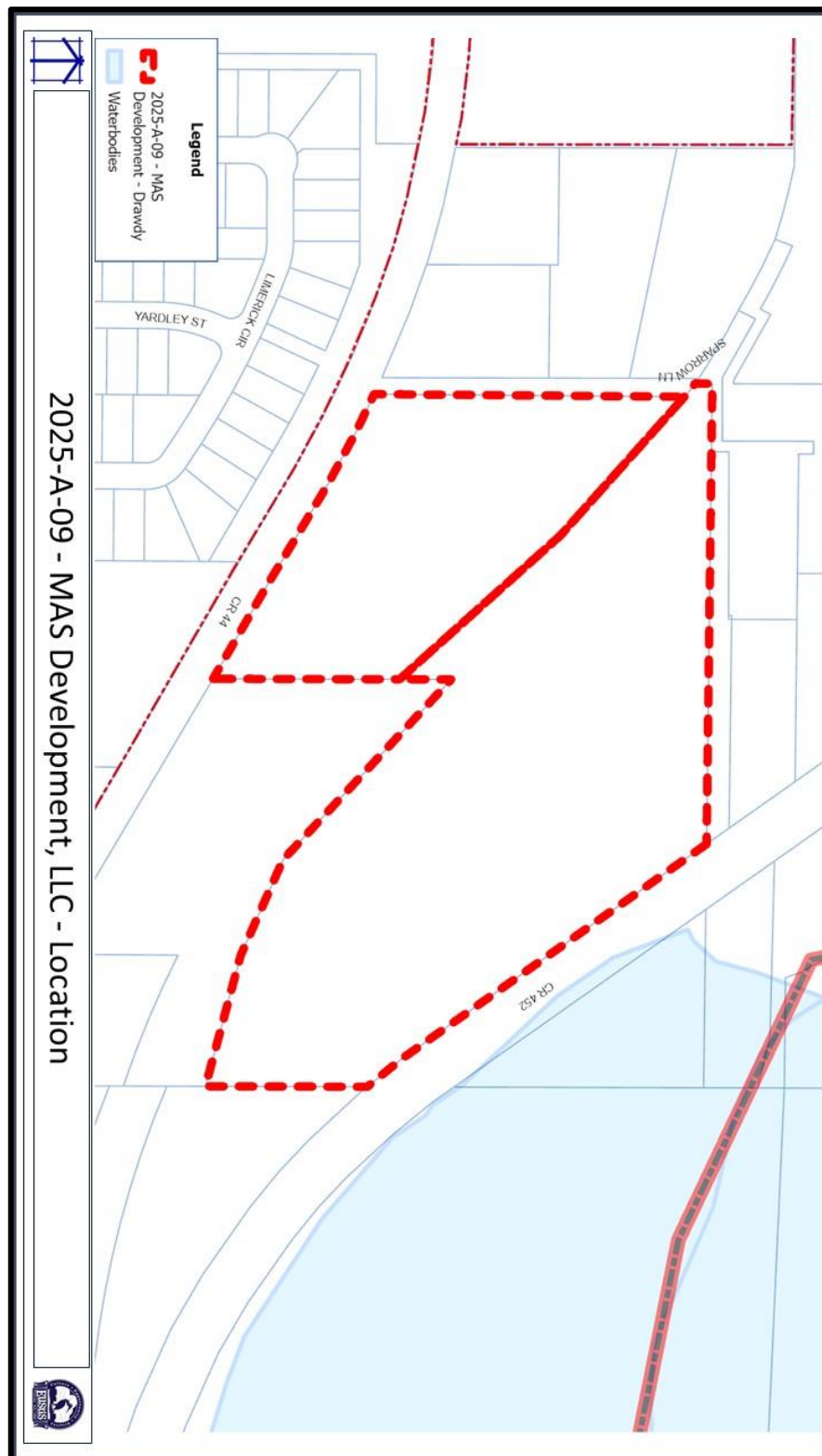
City Attorney's Office

Date**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 25-31 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A



EAR Compliance Limitation: Pursuant to Sections 163.3184 and 163.3191(5), Florida Statutes, Ordinance 25-32 (Future Land Use Amendment) may be adopted but will not be effective until the Florida Department of Commerce issues an in-compliance determination for the City's Comprehensive Plan, including pending EAR-based amendments. Until that determination is issued, the Lake County Comprehensive Plan continues to govern the property. Adoption may proceed, but the amendment will remain legally dormant until DOC issues its in-compliance determination. No development orders or permits dependent on the Suburban Residential FLU may be issued until effectiveness.

Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 25-32)

The following analysis addresses the planning merits of the Suburban Residential designation; however, the designation will not become effective until Ordinance 25-32 becomes effective pursuant to Sections 163.3184 and 163.3191(5), Florida Statutes.

In Accordance with Florida Statutes Chapter 163.3177(6)(a)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 is not present. The requested future land use will provide for a higher density (5 du/acre) than the county FLU (4 du/acre) allows.

2. Urban Development in Rural Areas:

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

This indicator is not present. The subject properties are located in an urbanizing corridor with several commercial, industrial, and residential developments occurring along the north side of County Road 44. Properties developing along the County Road 44 Corridor will likely be of higher intensity and density, as the corridor is urbanizing.

3. Strip or Isolated Development:

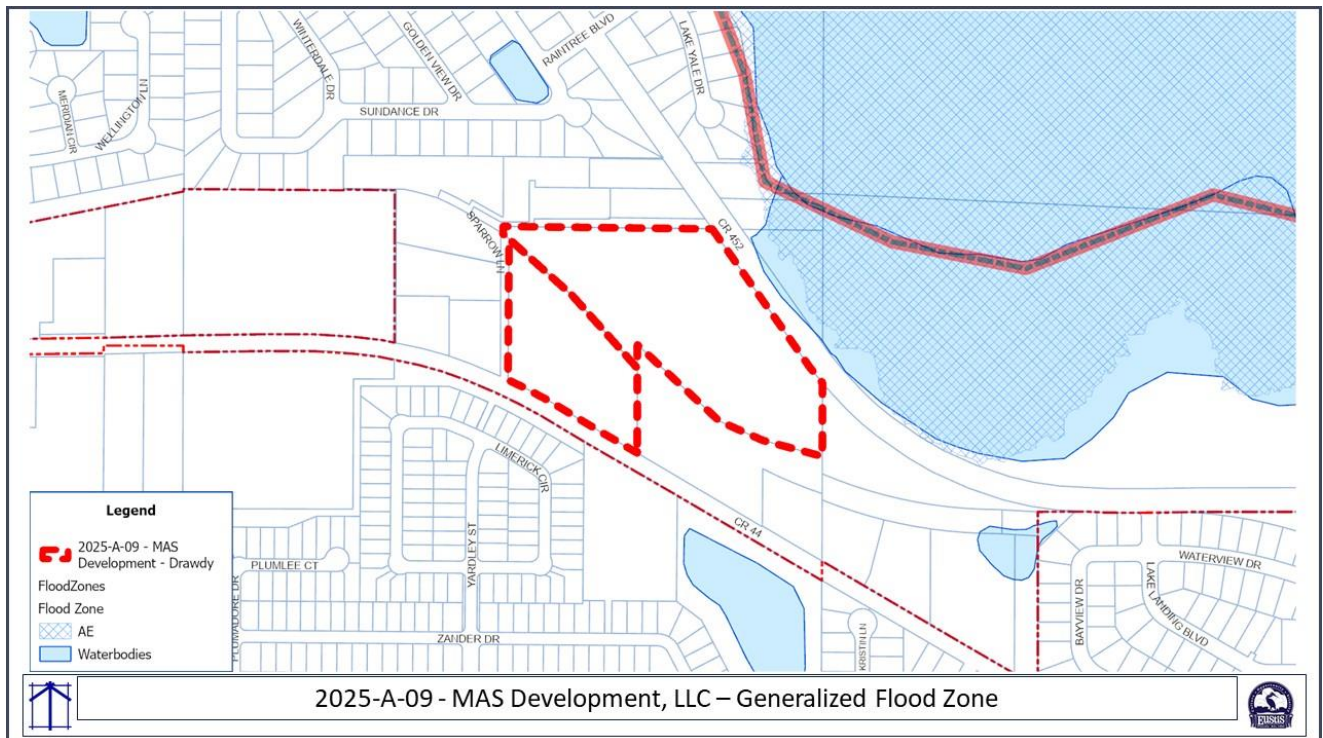
Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

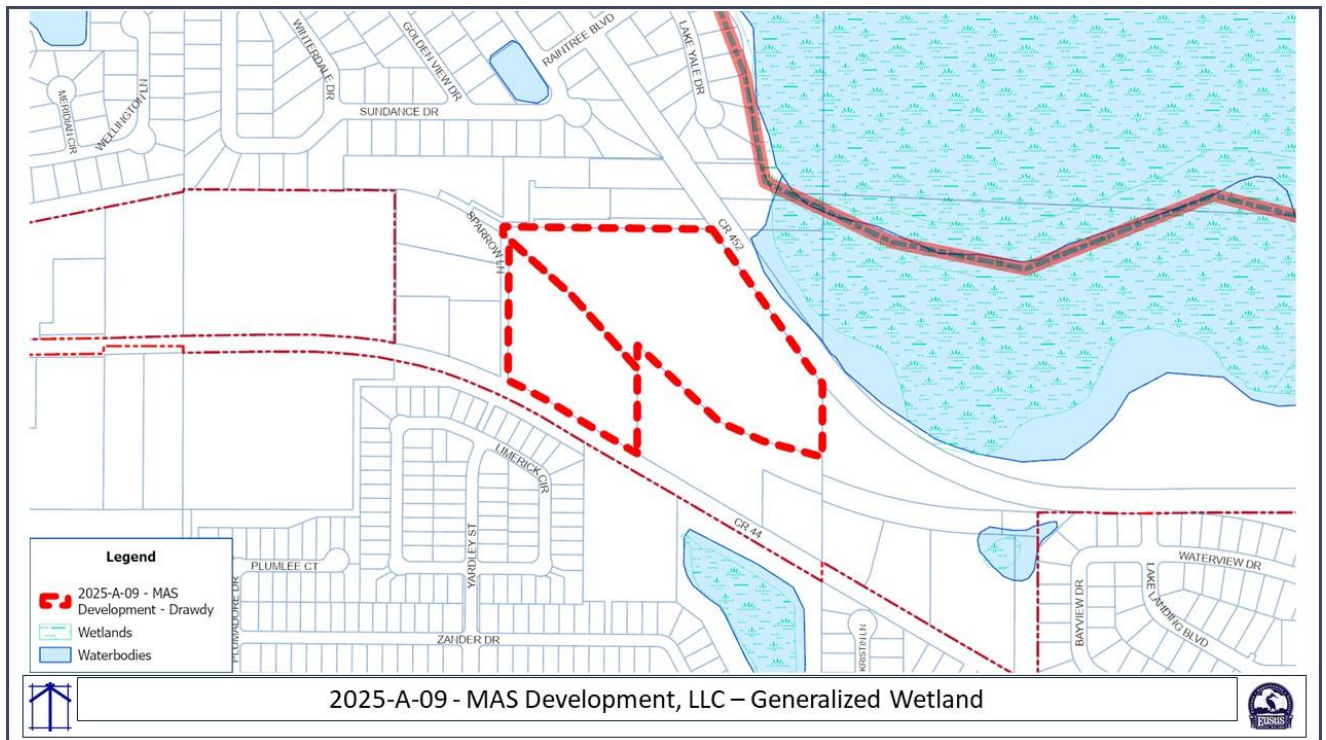
The site is situated within an urbanizing corridor, where commercial, industrial, and residential development is taking place on the north side of County Road 44.

4. Natural Resources Protection:

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

The subject property does not contain wetland area and associated flood-prone areas. Permit approval is required before development 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:

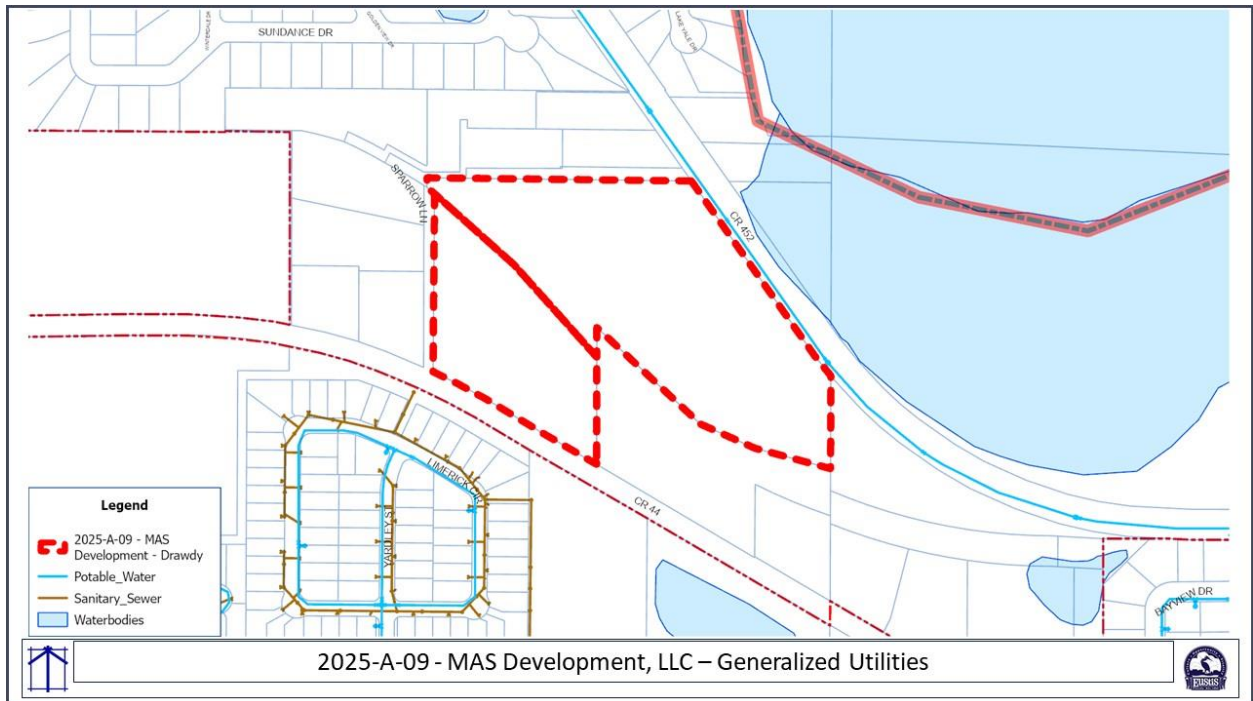
Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

This site and adjacent properties, although assessed by the Lake County Property Appraiser as “orange grove,” do not currently support active agricultural or silvicultural activities. The site is within an existing developed and further developing area.

6. Public Facilities:

Fails to maximize use of existing public facilities and services.

This indicator is not present. City water is available to the property from CR 452 or by extension from the south side of CR 44. Development of this parcel will maximize the use and efficiency of the City's water service. City Sewer is available to the property from the south side of CR 44 or extension and coordination with the future Angler's Point subdivision to the west, and will be addressed via the site development process.



7. Cost Effectiveness and Efficiency of Public Facilities:

Allows for land use patterns or timing that 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 is not present. Adequate capacity is available to serve development consistent with the requested Suburban Residential (SR) future land use designation. The City provides these services to other properties in the area, which will improve efficiency.

8. Separation of Urban and Rural:

Fails to provide a clear separation between rural and urban uses.

This indicator is not present. No nearby properties contain active agricultural activities or uses. 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 mixed-use character of the Suburban Residential (SR) land use designation and the Suburban Neighborhood design district are compatible with the existing development pattern.

9. Infill and Redevelopment:

Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

This indicator is not present. This property is a logical extension of development for the city.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator is not present. 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 at the South Fishcamp Road intersection to the west.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

This indicator is not present. The Land Development Regulations include provisions to provide adequate accessibility and linkages between related uses. Development Services 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 is not present. The site lacks functional open space and is not connected to regionally significant open space.

13. Urban Sprawl:

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

a. Direction of Growth:

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

The site is adjacent to existing urban/suburban development patterns and is a logical extension of the urban development boundary. The Comprehensive Plan and Land Development Regulations have provisions to protect natural resources and ecosystems at 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.

City services and infrastructure are available or may be extended/modified by the developer to meet the needs of future development.

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. County Road 44 is not City infrastructure and does not currently have a sidewalk system. Interconnectivity to existing and future uses will be a challenge.

- 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, which will require energy and water-efficient appliances.

- e. Agricultural Preservation:
Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Not applicable; this site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed residential area.

- f. Open Space:
Preserves open space and natural lands and provides for public open space and recreation needs.

This is not applicable. The site does not provide functional open space or natural areas.

- g. Balance of Land Uses:
Creates a balance of land uses based upon the demands of the residential population for the nonresidential needs of an area.

The proposed land use allows for residential uses; however, 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 the 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 Suburban Residential (SR) future land use designation would not have a significant negative impact on the operations of Eustis emergency services.

b. Parks & Recreation:

In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population of 20,015. The current population is 24,500. Pursuant to the comprehensive plan policy and Land Development Regulation, residential development will be required to provide on-site park amenities.

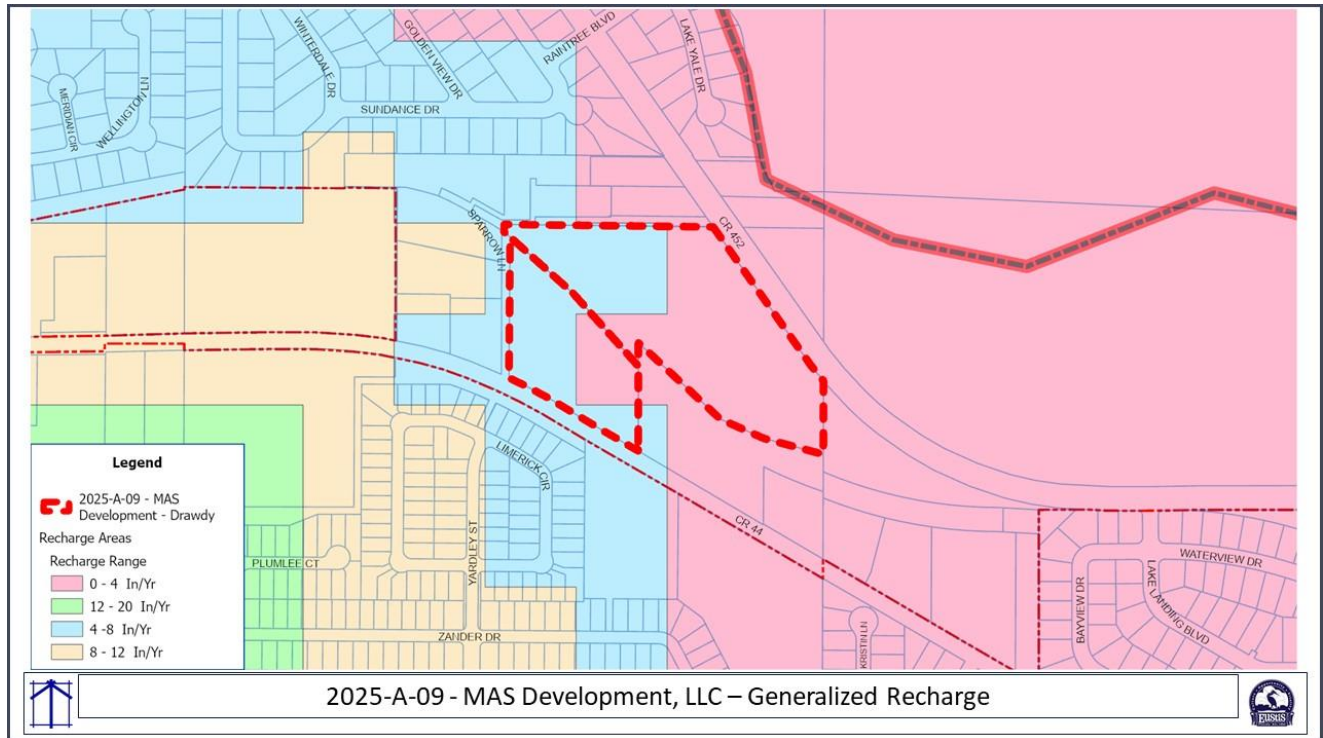
- c. Potable Water & Sanitary Sewer:
Water and sewer are available to the subject property. Both the water and sewer systems have adequate capacity to serve the development of the property. Improvements and extensions may be required and will be addressed through the development review process.
- d. 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 no negative impacts on the existing transportation system. At this time, the adjacent transportation network (CR 44) has the capacity to serve the proposed Suburban Residential (SR) property, even at a maximum development standard, without negatively affecting the adopted level of service. Prior to the development of the property, site plan approval, amongst other approvals, will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts.

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 located in a low recharge area (0 to 4 inches/year or 4 to 8 inches/year); a site-specific geotechnical and hydrologic study will be necessary to determine the site-specific impact at the time of development. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.



b. Historical or archaeological sites:

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

c. Flood zones:

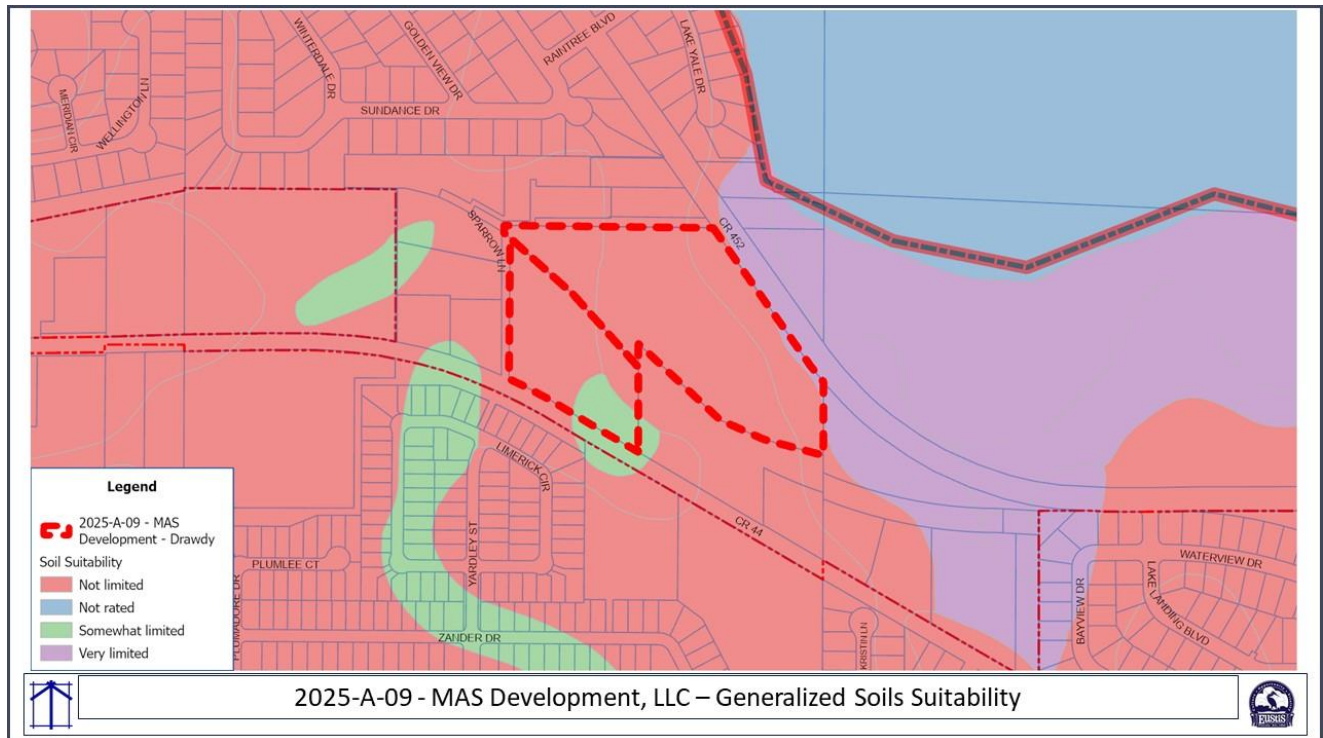
The subject property is impacted by flood zone areas. Source - Lake County GIS - 2012 Flood Zones.

d. Soil and topography:

Soils appear to be suitable for development. At the development application stage, 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 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.



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:

Policy I-1.3.2 Urban Low Density Future Land Use Category

The Urban Low Density Future Land Use Category provides for a range of residential development at a maximum density of four (4) dwelling units per net buildable acre in addition to civic, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use, unless permitted as an Economic Development Overlay District use.

This category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities.

Within this category any residential development in excess of 10 dwelling units shall be required to provide a minimum 25% of the net buildable area of the entire site as common open space. The maximum intensity in this category shall be 0.25, except for civic uses and Economic Development Overlay District uses, which shall be 0.35. The maximum Impervious Surface Ratio shall be 0.60.

TYPICAL USES INCLUDE:

- *Residential;*
- *Nursing and personal care facilities;*
- *Civic uses;*
- *Residential professional offices;*
- *Passive parks;*
- *Religious organizations;*
- *Day care services;*
- *Schools;*
- *Commerce uses, including: services, retail trade, finance, insurance and real estate as allowed pursuant to Policy I-1.3.10 Commercial Activities within the Urban Future Land Use Series; and*
- *Public order and safety; and*
- *Economic Development Overlay District Uses for properties included within the Economic Development Overlay District (Map 20, Future Land Use Map Series), and subject to Objective I-6.5.*

TYPICAL USES REQUIRING A CONDITIONAL USE PERMIT:

- *Active parks and recreation facilities;*
- *Light industrial such as manufacturing, wholesale trade, transportation, communications, electric, gas and sanitary services shall require a conditional use permit, unless the proposed use is permitted as an Economic Development Overlay District use. Light industrial conditional use activities are limited to those without off-site impacts and takes place primarily within an enclosed building;*
- *Animal specialty services;*
- *Mining and resource extraction;*

- Hospitals; and
- Utilities.

(Ord. No. 2014-19, § 2, 4-22-2014)

Proposed Land Use According to the Eustis Comprehensive Plan:

Suburban Residential (SR)

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

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

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

Special Provisions:

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

pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Comparison of Lake County Development Conditions

The existing Lake County future land use designation of the property is Urban Low, which provides for a range of residential development in addition to civic, commercial, and office uses at an appropriate scale and intensity to serve this category. Allowable density and intensity in Urban Low is a maximum of 4 dwelling units per acre and intensity of 0.25 to 0.35 floor area ratio, with the sum of residential density and non-residential intensity not exceeding 100%.

Residential: Lake County limits residential development to 4 du/acre, while the Suburban Residential (SR) would allow residential development up to 5 du/acre.

Proposed Residential Land Uses.

The City shall limit these uses adjacent to incompatible commercial or industrial lands unless sufficient mitigation, such as buffering and setbacks, is provided and available, which lessens the impact to the proposed residences.

Not applicable. Development of the property will follow the design regulations for the Suburban Residential Future Land Use and the Suburban Neighborhood Design District to minimize any impact on or from existing 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 residential development is considered to have no negative impacts on the existing transportation system. At this time, the adjacent transportation network can serve the proposed Suburban Residential (SR) property, even at a maximum development standard, without negatively affecting the adopted level of service. At the time of development, the applicant will be required to file appropriate traffic/transportation studies to demonstrate any impacts and proposed mitigation if necessary.

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 conflicts with any applicable provisions of these land development regulations.

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

c. *Inconsistent with Surrounding Uses:*

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

The Suburban Residential (SR) is equivalent to or compatible with the existing future land use designated densities surrounding.

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 and sewer. 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 readily available, located near the site. Extension and modifications to the systems will be needed to serve future development, with those costs being borne by the developer to serve their development. Adequate capacity is available to serve future development consistent with the requested Suburban Residential (SR) future land use designation.

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

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.

The requested Suburban Residential (SR) future land use designation, coupled with a Suburban Neighborhood design district designation, provides for a consistent development transect.

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

i. Other Matters:

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

No other matters.

Analysis of Design District Request (Ordinance Number 25-33):

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.

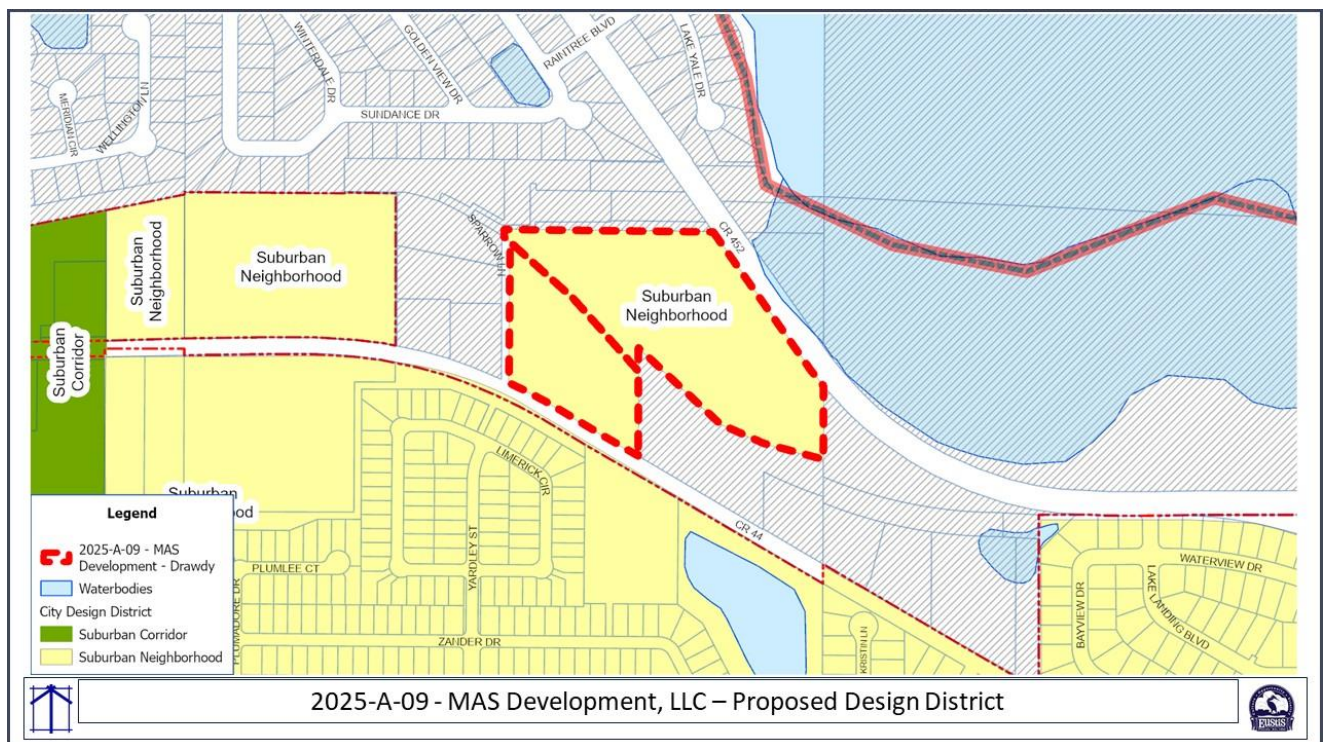
Design districts – Suburban Neighborhood

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 a 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 City of Eustis design district designation must be assigned to the annexed property. This request should not affect property values because the proposed Design District designation is consistent with the surrounding development patterns and design districts.

j. Orderly Development Pattern:

Whether, and the extent to which, the proposed redistricting would result in an orderly and logical development pattern.

The request is the assignment of a design district to an annexation parcel, not redistricting. However, the proposed Design District designation is consistent with the suburban development pattern identified in Section 109-5.5 of the Land Development Regulations. Assignment of the requested designation will result in a more orderly and logical development pattern, making the designation consistent with the surrounding area designations and established development patterns.

k. Public Interest and Intent of Regulations:

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

The request is the assignment of a design district to an annexation parcel, not redistricting. The proposed Design District is not in conflict with the public interest and reflects the purpose and intent of the regulations.

l. Other Matters:

Any other matters that may be deemed appropriate by the city commission, in review and consideration of the proposed redistricting.

The request is the assignment of a design district to an annexation parcel, not redistricting. The City's Land Development Regulations are a form-based code. The Design District designations define the development form, but not the types of land use, densities, intensities, or required open space. The districts, therefore, must be consistent and follow the urban, suburban, and rural transects. This request assigns a Suburban Neighborhood design district designation to an annexation parcel, which is consistent with the existing transect.

Applicable Policies and Codes

1. Resolution Number 87-34

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

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

Comprehensive Plan – Suburban Residential (SR)

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

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

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

Special Provisions:

- (4) *Density bonuses are permitted for the provision of affordable housing,*

including opportunities for a bonus increase between 5-15 percent in density in the Suburban Residential (SR) classification where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.

- (5) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:

 - a. all such housing is attached to foundations as in the case of conventional site-built construction; and*
 - b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.**
- (6) 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.*
- 3. 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.*
- 4. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: The Suburban Residential land use has a maximum density of 5 units to one acre. The Suburban Residential designation is intended to regulate the character and scale of residential uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses.*

Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Eustis' website by the time notice of the proposed ordinance is published.

This form simply assists in determining whether a Business Impact Estimate must be completed under Florida law for the proposed ordinance. Should a Business Impact Estimate be required or should the City opt to provide one as a courtesy based on the selection below then a separate form with the statutory components of Section 166.041(4)(a) shall also accompany the proposed ordinance.

Ordinance Number	25-31
Ordinance Subject	Annexation 2025-CPLUS-09
Legal Advertising Date	September 8, 2025
First Reading On	9/18/2025
Second Reading On	11/20/2025

Ordinance Title

ORDINANCE NUMBER 25-31 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE.

Based on the City's review of the proposed ordinance (must select one of the following):

- ☒ The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- ☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- ☐ The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

The City has determined that a Business Impact Estimate is NOT required as the following exemption applies to the proposed ordinance:

Section 166.041 (4)(c) exemption: It is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



Board of County Commissioners

P.O. Box 7800 • 315 W. Main St., Suite 316 • Tavares, FL 32778-7800

October 21, 2025

Mayor Willie Hawkins
City of Eustis
P.O. Drawer 68
10 North Grove Street
Eustis, FL 32726
hawkinsw@eustis.org

**RE: City of Eustis Proposed Voluntary Annexation
Ordinance Nos. 25-31, 25-32, & 25-33**

Dear Mayor Hawkins:

On behalf of the Board of County Commissioners, I am reaching out to you regarding concerns associated with the annexation of the above-mentioned property. According to the City of Eustis' Notice of Voluntary Annexation ("City"), the property consists of approximately 20 +/- acres of land, generally located north of C.R. 44, west of C.R. 452 in unincorporated Eustis, Lake County, Florida (Alternate Keys #1743320 & 1407940). If annexed, the current zoning/FLU is Agriculture/Urban Low will change to the City's proposed zoning/FLU as Suburban Neighborhood Design District/Suburban Residential allowing for residential use.

The proposed development will increase the density and intensity of the area, thereby creating additional impacts beyond those that contemplated under the County's Comprehensive Plan and Land Development Regulations. This will negatively impact existing infrastructure and public services, potentially leading to a decrease in the quality of life for current residents. The County requests the City to work with the Lake Sumter Metropolitan Planning Organization and the State of Florida to identify funding to address capacity issues on C.R. 44 if the annexation is approved. C.R. 44 is a state reliever road that needs turn lanes and widening to accommodate the current and future traffic volumes along this route. The City of Eustis is in the best position to request funding assistance if the property ultimately develops within the municipal limits.

Your consideration of Lake County's concerns is appreciated, and we look forward to working with the City of Eustis. Please let me know if you have any questions or need any additional information.

Sincerely,

Leslie Campione
Commissioner – District 4

cc: City of Eustis Commission {via email only}
Board of County Commissioners {via email only}
County Manager {via email only}
County Attorney {via email only}

P 352-343-9850 • F 352-343-9495

Board of County Commissioners • www.lakecountyfl.gov

Anthony Sabatini
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Timothy Morris
District 5

ORDINANCE NUMBER 25-32

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 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE FROM URBAN LOW IN LAKE COUNTY TO SUBURBAN RESIDENTIAL IN THE CITY OF EUSTIS.

WHEREAS, on November 4, 2010, the Eustis City Commission adopted the City of Eustis Comprehensive Plan 2010-2035 through Ordinance Number 10-11; and

WHEREAS, State of Florida Department of Community Affairs found the City of Eustis Comprehensive Plan 2010-2035 in Compliance pursuant to Sections 163.3184, 163.3187, and 163.3189 Florida Statutes; and

WHEREAS, the City of Eustis periodically amends its Comprehensive Plan in accordance with Sections 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 20.0 acres of real property located on the North side of County Road 44, east of Sparrow Lane, and more particularly described herein; and

WHEREAS, on September 18, 2025, 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 September 18, 2025, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on November 20, 2025, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein.

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

SECTION 1.

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

Parcel Alternate Key: 1743320 and 1407940

Parcel Identification Number: 33-18-26-0002-000-00800 and 33-18-26-0002-000-02900

Legal Description:

FROM NW COR OF SE 1/4 OF NW 1/4 OF SEC 33-18-26 THAT PART OF LAND LYING SW'LY OF CR 452 OF THE FOLLOWING DESCRIPTION: RUN S 0-02-0 E ALONG W LINE OF SE 1/4 OF NW 1/4 A DIST OF 150 FT FOR POB, RUN S 89-27-28 E PARALLEL TO 150 FT S OF N LINE OF SE 1/4 OF NW 1/4 TO E LINE OF SAID SE 1/4 OF NW 1/4, S 0-15-33 W ALONG SAID E LINE OF SE 1/4 OF NW 1/4 A DIST OF 937.54 FT, N 75-07-0 W 255.86 FT, N 66-14-55 W 196.98 FT, N 47-09-55 W 463.98 FT, S 0-02-0 E 97.21 FT, N 42-0-0 W 406.60 FT, N 48-23-14 W 359.72 FT, N 52-25-59 W 22.40 FT, N 0-02-0 W 33.74 FT TO POB ORB 3830 PG 1866 ORB 4018 PG 364 ORB 5735 PG 854

And

FROM NW COR OF SE 1/4 OF NW 1/4 RUN S 0-02-00 E ALONG W LINE 183.75 FT, S 52-25-59 E 22.4 FT TO PT ON S'LY R/W OF ABANDONED R/W & 25 FT E OF CENTERLINE OF COUNTY RD FOR POB, RUN S 48-23-14 E 359.72 FT, S 42-00-00 E ALONG S'LY R/W OF ABANDONED RR 406.6 FT, S 0-02 E 349.73 FT TO N'LY R/W OF SR 44, NW'LY ALONG N'LY R/W OF SR 44 TO PT S OF POB, N TO POB ORB 2373 PG 1616 ORB 5735 PG 854

(The foregoing legal description is taken from the Lake County Property Appraiser and has not been independently verified by the City. A sealed survey should be used to confirm the boundaries for purposes of recordation and mapping.)

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: This Ordinance is adopted upon passage; however, this Comprehensive Plan Amendment shall NOT become effective until the Florida Department of Commerce issues a determination that the City of Eustis Comprehensive Plan, including all pending Evaluation and Appraisal Report (EAR)-based amendments, is in compliance pursuant to Sections 163.3184 and 163.3191(5), Florida Statutes. No development order, development permit, or land use dependent on this amendment may be issued or commence until this amendment becomes effective.

If the Department of Commerce issues a determination of noncompliance, this amendment shall not take effect unless and until the City adopts a resolution re-establishing its effective status following a final order of compliance.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 20th day of November 2025.

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

Willie L. Hawkins
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 20th day of November 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial Number:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

City Attorney's Office

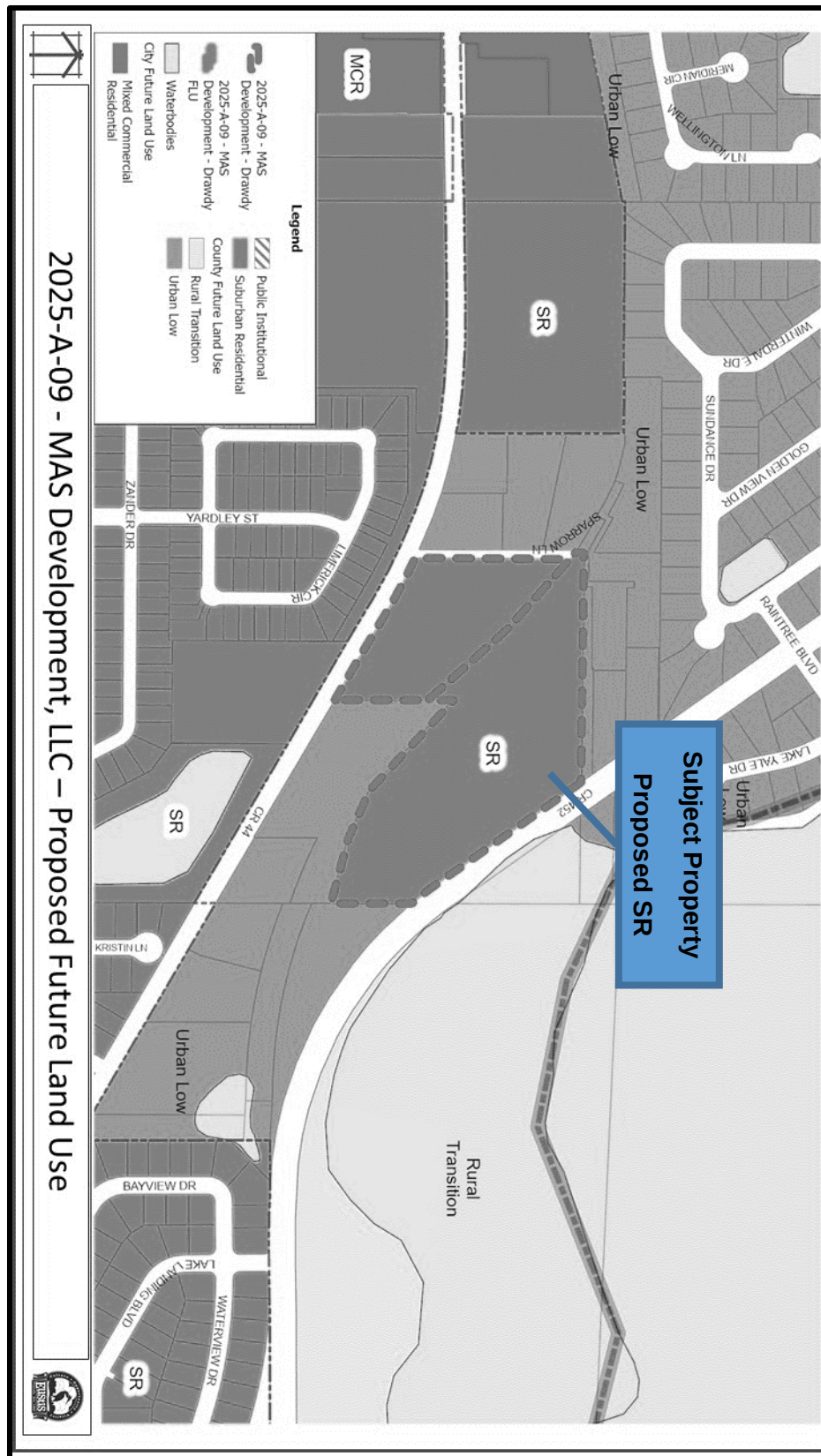
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-32 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



Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Eustis' website by the time notice of the proposed ordinance is published.

This form simply assists in determining whether a Business Impact Estimate must be completed under Florida law for the proposed ordinance. Should a Business Impact Estimate be required or should the City opt to provide one as a courtesy based on the selection below then a separate form with the statutory components of Section 166.041(4)(a) shall also accompany the proposed ordinance.

Ordinance Number	25-32
Ordinance Subject	Future Land Use Map Amendment 2025-CPLUS-09
Legal Advertising Date	September 8, 2025
First Reading On	9/18/2025
Second Reading On	11/20/2025

Ordinance Title

ORDINANCE NUMBER 25-32AN 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 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE FROM URBAN LOW IN LAKE COUNTY TO SUBURBAN RESIDENTIAL IN THE CITY OF EUSTIS.

Based on the City's review of the proposed ordinance (must select one of the following):

- ☒ The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- ☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- ☐ The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

The City has determined that a Business Impact Estimate is NOT required as the following exemption applies to the proposed ordinance:

Section 166.041 (4)(c) exemption: It is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



ORDINANCE NUMBER 25-33

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE.

WHEREAS, the City of Eustis desires to amend the Design District Map adopted under the City's Land Development Regulations, as amended, to assign a Design District designation of Suburban Neighborhood to approximately 20.0 acres of recently annexed real property, further described below; and

WHEREAS, on September 18, 2025, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on November 20, 2025, the City Commission held the 2nd Public Hearing to consider the adoption of the Design District Amendment contained herein.

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

Section 1. Design District Designation

That the Design District Designation of the real property described below and shown on Exhibit A shall be Suburban Neighborhood:

Parcel Alternate Key: 1743320 and 1407940

Parcel Identification Number: 33-18-26-0002-000-00800 and 33-18-26-0002-000-02900

Legal Description:

FROM NW COR OF SE 1/4 OF NW 1/4 OF SEC 33-18-26 THAT PART OF LAND LYING SW'LY OF CR 452 OF THE FOLLOWING DESCRIPTION: RUN S 0-02-0 E ALONG W LINE OF SE 1/4 OF NW 1/4 A DIST OF 150 FT FOR POB, RUN S 89-27-28 E PARALLEL TO 150 FT S OF N LINE OF SE 1/4 OF NW 1/4 TO E LINE OF SAID SE 1/4 OF NW 1/4, S 0-15-33 W ALONG SAID E LINE OF SE 1/4 OF NW 1/4 A DIST OF 937.54 FT, N 75-07-0 W 255.86 FT, N 66-14-55 W 196.98 FT, N 47-09-55 W 463.98 FT, S 0-02-0 E 97.21 FT, N 42-0-0 W 406.60 FT, N 48-23-14 W 359.72 FT, N 52-25-59 W 22.40 FT, N 0-02-0 W 33.74 FT TO POB ORB 3830 PG 1866 ORB 4018 PG 364 ORB 5735 PG 854

And

FROM NW COR OF SE 1/4 OF NW 1/4 RUN S 0-02-00 E ALONG W LINE 183.75 FT, S 52-25-59 E 22.4 FT TO PT ON S'LY R/W OF ABANDONED R/W & 25 FT E OF CENTERLINE OF COUNTY RD FOR POB, RUN S 48-23-14 E 359.72 FT, S 42-00-00 E ALONG S'LY R/W OF ABANDONED RR 406.6 FT, S 0-02 E 349.73 FT TO N'LY R/W OF SR 44, NW'LY ALONG

N'LY R/W OF SR 44 TO PT S OF POB, N TO POB ORB 2373 PG 1616
ORB 5735 PG 854

(The foregoing legal description is taken from the Lake County Property Appraiser and has not been independently verified by the City. A sealed survey should be used to confirm the boundaries for purposes of recordation and mapping.)

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

This Ordinance is adopted upon passage; however, the Design District assignment shall not become effective until both (1) the subject property is annexed into the City through approval of Ordinance 25-31, and (2) the Comprehensive Plan Amendment in Ordinance 25-32 becomes effective pursuant to Sections 163.3184 and 163.3191(5), Florida Statutes. Until such time, the property shall continue under the land use and regulatory framework of Lake County.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 20th day of November 2025.

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

Willie L. Hawkins
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 20th day of November 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial Number:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination to verify the accuracy of the Legal Description.

City Attorney's Office

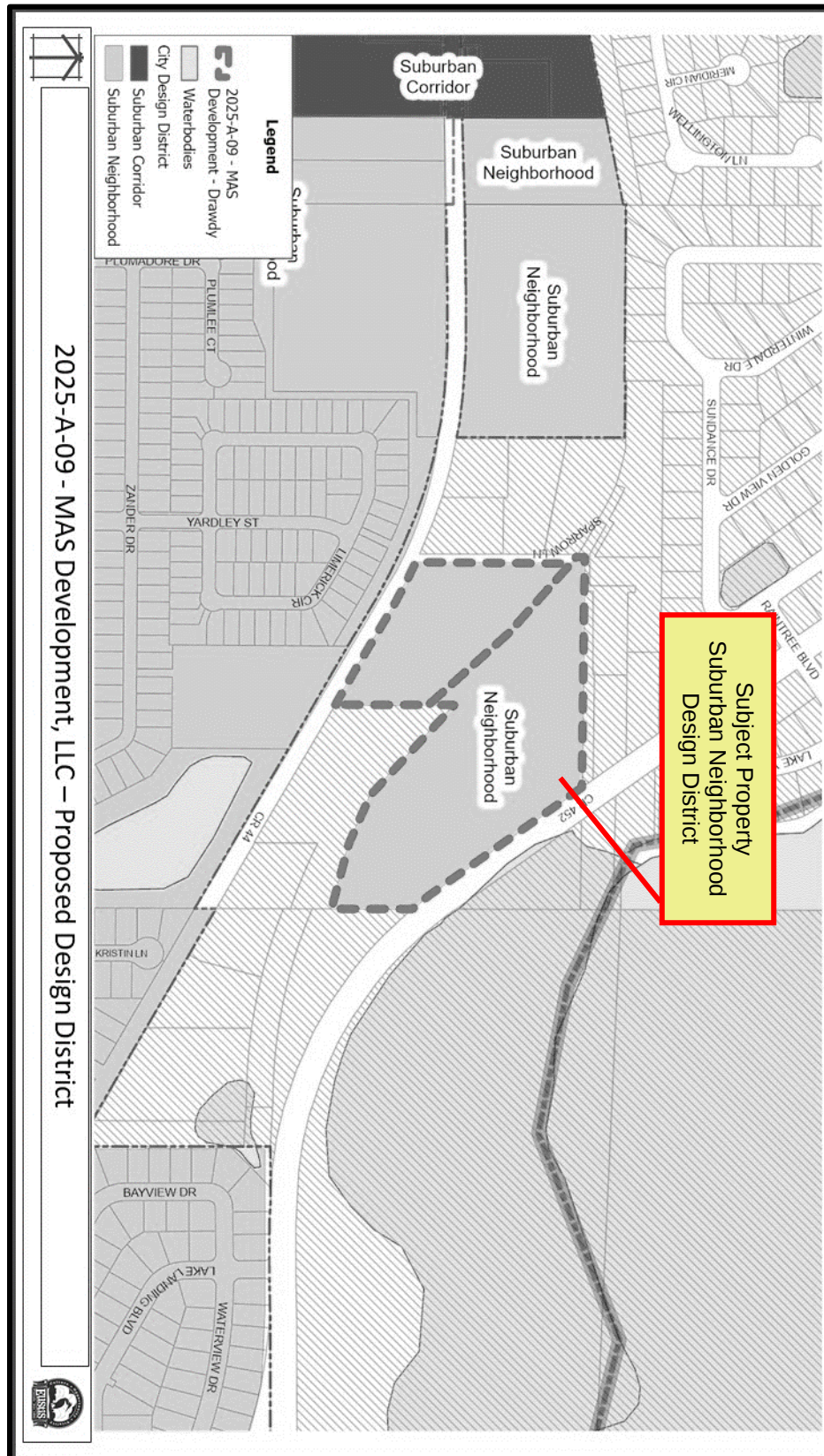
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-33 is hereby approved, and I hereby certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Exhibit A



Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Eustis' website by the time notice of the proposed ordinance is published.

This form simply assists in determining whether a Business Impact Estimate must be completed under Florida law for the proposed ordinance. Should a Business Impact Estimate be required or should the City opt to provide one as a courtesy based on the selection below then a separate form with the statutory components of Section 166.041(4)(a) shall also accompany the proposed ordinance.

Ordinance Number	25-33
Ordinance Subject	Design District Map Amendment 2025-DD-09
Legal Advertising Date	September 8, 2025
First Reading On	9/18/2025
Second Reading On	11/20/2025

Ordinance Title

ORDINANCE NUMBER 25-33 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE.

Based on the City's review of the proposed ordinance (*must select one of the following*):

- ☒ The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- ☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- ☐ The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

The City has determined that a Business Impact Estimate is NOT required as the following exemption applies to the proposed ordinance:

Section 166.041 (4)(c) exemption: It is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.

