



AGENDA

Regular City Commission Meeting

6:00 PM - Thursday, February 7, 2019 - City Hall

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INVOCATION - RICHARD KING, ST. JAMES AME CHURCH	
PLEDGE OF ALLEGIANCE - VICE MAYOR LEHEUP-SMITH	
CALL TO ORDER	
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| 6.1. | Resolution No. 19-11: Magnolia Park Concept Plan
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| 1. | ORDINANCE NO. 19-02: CONDITIONAL USE PERMIT FOR EUSTIS MARINA LOCATED AT 350 LAKESHORE DRIVE
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| 7. | FUTURE AGENDA ITEMS | |
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| 8.2. | City Manager | |
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| 8.4. | Mayor | |

9. ADJOURNMENT

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

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

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



City of Eustis

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

Staff Report

TO: EUSTIS CITY COMMISSION
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: JANUARY 17, 2019 - REGULAR CITY COMMISSION MEETING

Introduction:

This item is for approval of the minutes of the January 17, 2019, regular City Commission meeting.

Attachments:

[01-17-2019 CC MIN - For Approval](#)

Reviewed by:



MINUTES
Regular City Commission Meeting
6:00 PM - January 17, 2019 – City Hall

APPROVED: 2/7/2019

INVOCATION - PASTOR BUDDY WALKER, COMMISSIONED BEYOND BORDERS

PLEDGE OF ALLEGIANCE - COMMISSIONER GNANN-THOMPSON

CALL TO ORDER - 6:03 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

Present: Commissioner Marie Aliberti, Commissioner Carla Gnann-Thompson, Vice Mayor Karen LeHeup-Smith, Commissioner Robert Morin, and Mayor Michael L. Holland

I. AGENDA UPDATE - NONE

II. APPROVAL OF MINUTES

1. January 3, 2019 - Regular City Commission Meeting

A motion was made by Vice Mayor LeHeup-Smith, seconded by Commissioner Gnann-Thompson, to approve the Minutes.

Motion carried by the following votes:

Ayes: Commissioner Gnann-Thompson, Commissioner Aliberti, Vice Mayor LeHeup-Smith, Commissioner Morin and Mayor Holland

III. PRESENTATIONS

1. Recognition of Eustis Fire Department personnel for response to call for assistance following Hurricane Michael

Fire Chief Mike Swanson recognized the following personnel for their assistance during Hurricane Michael: Lt. Chuck Messer, FF/Engineer Kyle Bateman, Lt. Chad Williamson and FF/Engineer Clay Rich. He provided an overview of the team's work in the Panhandle following the storm. It was noted that Chief Swanson also assisted as the Engine Strike Team Leader.

2. Recognition of Stemi Star Award Recipients

Fire Chief Swanson explained the purpose of the STEMI Award and recognized the following personnel for their receipt of the award: FF/Engineer/Paramedic Jerry Donaldson and FF/Engineer/EMT Brad Carroll.

He stated they transported the victim within 18 minutes which was a new record.

Mike Koerting, Director of Cardiovascular Services at AdventHealth, presented Paramedic Donaldson and EMT Carroll with special mugs in recognition of their efforts.

3. **Presentation by Pastor Buddy Walker regarding Commissioned Beyond Borders community activities**

Pastor Buddy Walker, Commissioned Beyond Borders, provided an update on the organization's various community programs through the Eustis Resource Center. He explained the history of the organization and how it was started and provided an overview of the number of people served through the food pantry. He expressed thanks to the many volunteers that have assisted with the program.

4. **Reappointment to Eustis Housing Authority - Jasmine Melendez**

Mary Montez, City Clerk, explained the Eustis Housing Authority (EHA) has requested that Jasmine Melendez be reappointed for a full four-year term.

Jasmine Melendez thanked the Commission for the ability to serve.

The Commission asked whether a Commissioner could be a member of the Authority.

EHA Director Horace Jones indicated that could be considered for the future.

A motion was made by Commissioner Morin, seconded by Commissioner Gnann-Thompson, to approve the appointment of Jasmine Melendez to the Eustis Housing Authority for a four-year term to expire October 31, 2022.

Motion carried by the following votes:

Ayes: Commissioner Gnann-Thompson, Commissioner Aliberti, Vice Mayor LeHeup-Smith, Commissioner Morin and Mayor Holland

5. **Presentation regarding the Florida Sunshine Law, Public Records and Ethics Laws, City Commission Rules of Order and Governance Guide**

Derek Schroth, City Attorney, provided to the Commission an overview of the Florida Sunshine and Ethics laws, and the City Commission Rules of Order and Governance Guide. He cautioned the Commission about the appearance of improprieties through social contact. He explained that everything not verbal is a public record and recommended that any emails received be forwarded to the City Clerk who will retain the email as the public record. He recommended avoiding conducting City business on their private computer or phone but to forward anything received privately concerning the City to the City Clerk.

Mr. Schroth then commented on the Ethics Law and avoiding even the appearance of receiving favors or payment in exchange for a vote. He also cautioned them

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against using privileged information for their personal gain.

IV. AUDIENCE TO BE HEARD

Stephanie Carder addressed the Commission on behalf of the Lake Eustis Area Chamber of Commerce. She announced their sale of the 2019 Georgefest commemorative buttons and the affiliated door prizes. She complimented the Eustis Fire Department and noted she had observed them in action that week in response to a medical emergency.

Lorenzo Hagins announced that the funeral services for James Trent would occur Saturday at New Covenant House of Worship in Sanford. He added there would be a prayer vigil at his home on Bates Avenue Friday evening.

V. CONSENT AGENDA

1. **Resolution No. 19-05: Approving Second Addendum to Lease between Eustis and LEMA for City-Owned Property at One West Orange Avenue**
2. **Resolution No. 19-07: Reduction of Code Enforcement Fine/Release of Lien for a vacant lot east of 1009 Hazzard Avenue, Code Enforcement Case #17-00523**
3. **Resolution No. 19-08: Partial Release of Code Enforcement Lien - 2307 Coolidge Street, Case #15-00284**
4. **Resolution No. 19-09: Approval of Purchase in Excess of \$25,000 for annual Microsoft software licensing**
5. **Resolution No. 19-10: Termination of Developer's Agreements (Pebble Creek)**
6. **Resolution No. 19-13: Supporting the designation of a portion of CR 44 in honor of PFC Derek Arthur Gibson**

A motion was made by Commissioner Morin, seconded by Vice Mayor LeHeup-Smith, to approve the Consent Agenda.

Motion carried by the following votes:

Ayes: Commissioner Gnann-Thompson, Commissioner Aliberti, Vice Mayor LeHeup-Smith, Commissioner Morin and Mayor Holland

VI. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

SECOND READING

1. **ORDINANCE NO. 19-01: CONDITIONAL USE PERMIT FOR A RESTAURANT WITH A DRIVE-THRU (NW CORNER OF ORANGE AVE. AND CRICKET HOLLOW LANE)**

Mr. Schroth read Ordinance No. 19-01 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, approving a Conditional Use Permit to allow a restaurant with a drive-thru in the Residential Office-Transitional (RT) Land Use District on approximately 0.62 acres

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located at the northwest corner of Cricket Hollow Lane and Orange Avenue.

Mr. Schroth opened the public hearing at 6:46 p.m.

Russell Trunzo and Brian Nagy expressed opposition to the development and concern regarding consistency with the comprehensive plan and land development regulations, impact on the area from additional stormwater runoff and whether or not a study has been conducted on the impact to the wildlife and the wetlands.

Roland Magyar, Senior Planner, stated that all of the concerns expressed would be addressed during the site plan review process including a stormwater and environmental study. He noted that Rick Harvesteen is present to represent the developer.

The following individuals expressed additional opposition to the development, presented a petition to the City Clerk with 133 signatures and expressed concern regarding the potential danger to students due to the school bus stop location: Tina Nagy, Jennifer Gorman, Fran Coleman, John Musoff and Pat Bradley.

There being no further public comment, the hearing was closed at 7:05 p.m.

The Commission confirmed that the specific request is for a fast food restaurant with a drive through and asked if it could be done without a drive through.

Rick Harvesteen responded the application was originally submitted without the drive through and indicated they could withdraw the request for the drive through. He also indicated the development could be for something other than a restaurant.

The Commission discussed the following: 1) the number of homes in the development and the number of homes notified of the proposal; 2) whether or not the proposal is appropriate for the area; and 3) what is included in the specific request.

Ron Neibert, City Manager, asked what could be placed on the site under the current land use designation.

Lori Barnes, Development Services Director, explained the current land use would allow residential/professional such as a beauty salon. She stated that any regular commercial use would require a CUP.

A motion was made by Vice Mayor LeHeup-Smith, seconded by Carla Gnann-Thompson, to deny Ordinance No. 19-01 on second and final reading.

Motion to deny Ordinance No. 19-01 carried by the following votes:

Ayes: Mayor Michael L. Holland, Vice Mayor Vice Mayor LeHeup-Smith,
Commissioner Robert Morin, Vice Mayor Marie Aliberti, and
Commissioner Carla Gnann-Thompson

FIRST READING

1. Ordinance No. 19-02: Conditional Use Permit for Eustis Marina, located at

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350 Lakeshore Drive

Mr. Schroth read Ordinance No. 19-02 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, approving a Conditional Use Permit for a pre-existing non-conforming marina and expansion of same in a Suburban Residential (SR) Future Land Use District at 350 Lakeshore Drive.

Ms. Barnes reviewed the request for a conditional use permit for the Eustis Marina. She explained that Lake Investment Ventures recently purchased the property for the purpose of renovating the marina. She further explained that the purpose of the CUP is to bring the existing, legally non-conforming marine into compliance. She provided a draft site plan for the renovated marina and cited some of the planned improvements. She stated the LDR's do allow a marina as a conditional use in the SR land use district. She reviewed staff's analysis of the request.

Ms. Barnes then reviewed the conditions for approval: 1) Marina operation shall be limited to traditional marina accessory structures and uses; 2) Marina access hours and restaurant hours are limited to 6 a.m. to 10 p.m.; 3) Gates to boat storage area will remain unlocked and open during marina access hours; 4) Property owner shall grow and maintain an opaque vegetation barrier along the eastern property line; 5) Improvements shall generally conform to the site plan attached as Exhibit A; 6) Administrative site plan approval must be obtained within six months; 7) Site development permit and/or building permit for construction of site improvements must be obtained within one year; and 8) Any modifications to the marina operation will require Commission approval via a CUP modification. She stated staff's recommendation for approval subject to the conditions stated.

The Commission asked what time Crazy Gator's has to close with Ms. Barnes explaining they may not have a limitation as they are located in the Central Business District and not adjacent to residential. Ms. Barnes noted the applicant included the hours in the application.

Mr. Neibert explained the conditions were offered by the applicant.

Ms. Barnes explained the proximity of the gates to the parking area and the handicapped parking and the need to keep the gates open to provide access. She added that the applicant has agreed to the conditions.

The Commission discussed whether the stated restrictions are necessary.

Mr. Schroth opened the public hearing at 7:28 p.m.

Gene Day explained he lives just beyond the boat ramp. He expressed support for the marina and the need for the new boat storage. He expressed concern about the restaurant actually being a bar with live music. He commented on how sound travels across the water. He noted that the restaurant isn't supposed to have cooking facilities. He further commented on the probable increase in traffic on Lakeshore Drive.

Daniel DiVenanzo, representing Lake Investment Ventures, stated they had

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volunteered the limitations. He added there will be some cooking facilities but there would be only beer and wine, not alcohol. He explained his concept of a pull-up restaurant with light entertainment. He indicated there will only be about ten pull-up boat slips.

The Commission expressed concern about a conflict between the Crazy Gator boat rentals and the marina with Ms. Barnes indicating that boat rentals are part of a marina and Mr. DiVenanzo indicating they would only have two boats for rent.

There being no further public comment, the hearing was closed at 7:36 p.m.

A motion was made by Robert Morin, seconded by Vice Mayor LeHeup-Smith, to approve Ordinance No. 19-02 on first reading.

Motion carried by the following votes:

Ayes: Mayor Michael L. Holland, Vice Mayor Vice Mayor LeHeup-Smith, Commissioner Robert Morin, Vice Mayor Marie Aliberti, and Commissioner Carla Gnann-Thompson

VII. OTHER BUSINESS

1. Appointment to the Downtown and East Town Redevelopment Agency Board (CRA Board) - Two Positions

Tom Carrino, Economic Development Director, recommended that the Commission appoint Dan Kelsey as the west side representative and re-open the application period for the east side position. He suggested the application period be re-opened for a month. He clarified that Mr. Kelsey's appointment would be for a two-year period that could be reappointed for a four year period.

A motion was made by Robert Morin, seconded by Marie Aliberti, to appoint Dan Kelsey to the west side CRA Board position and to re-open the application period for the east side position for a period of 30 days.

Motion carried by the following votes:

Ayes: Mayor Michael L. Holland, Vice Mayor Karen LeHeup-Smith, Commissioner Robert Morin, Vice Mayor Marie Aliberti, and Commissioner Carla Gnann-Thompson

2. Report on traffic patterns and safety measures around schools

Mr. Neibert reported that, due to a request by the Eustis High School vice principal, he, the Chief of Police and Public Works Director Rick Gierok had met with EHS staff. They have already updated the striping in the area and are working on updating the signage. Mr. Gierok is reviewing of one of the intersections to convert it to a four-way stop to improve safety. He stated staff would continue to update the Commission as the work is completed.

3. Report on crime statistics within the City of Eustis

Police Chief Gary Calhoun reviewed the crime statistics report previously provided

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to the Commission. He acknowledged that the City had four homicides in 2018. He reviewed the outcomes of the cases stating that three of the four have been cleared with pending arrests.

Chief Calhoun then explained the uniform crime report and reviewed the crime rates for 2016 and 2017. He stated rates are still preliminary for 2018 stating that the City is looking at a 19% decrease in serious crimes. He reviewed the arrest statistics for 2016, 2017 and 2018 and the number of drug related arrests and presented a map showing the locations of burglaries and robberies within the City.

The Commission discussed encouraging more Neighborhood Watch programs.

Chief Calhoun announced that a police officer swearing-in ceremony would be held the next week and invited Commissioners to attend.

VIII. FUTURE AGENDA ITEMS AND COMMISSION COMMENTS

Commissioner Gnann-Thompson thanked residents for attending the meeting and expressing their concerns. She expressed concern regarding motorists not stopping at the four-way stop signs. She commented on the status of the Lakeview Street project.

Vice Mayor LeHeup-Smith asked to have something on the agenda regarding allowing "tiny homes". She noted that Tavares is building a tiny home village with Mr. Neibert indicating that the City does not have any regulations regarding size of homes. He noted that the Methodist Church is working on small homes for transitional homes for homeless youth.

The Commission discussed various tiny home developments being proposed with Commissioner Morin stating that Forward Path is looking at small homes, not tiny homes. He explained the homes are approximately 600 sq. ft. homes not the pull-behind tiny homes.

Ms. Barnes reported that the Methodist church and Forward Path have approached her. She indicated that the City does not have minimum square footage for homes; however, a single family residence is required to have a 300 sq.ft. garage. She commented on the difference between a small square footage site built home versus a "tiny home" on wheels which would be considered as a mobile home.

Gary Ashcraft expressed opposition to the tiny homes on wheels.

The Commission recommended that Mr. Ashcraft discuss his concerns with Ms. Barnes and explained they will be discussing this at a future Commission meeting.

IX. COMMENTS

1. City Manager

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Mr. Neibert reported the developer for the property adjacent to the Mount Olive Cemetery will be planting a hedge that should reach six feet.

He recommended the all day retreat be scheduled for March 2nd at 9 a.m. at the American Legion building. He asked the Commissioners to send him any suggestions for agenda items.

2. **City Attorney**

Mr. Schroth reminded the Commissioners that he is available to them to discuss any issues they have and their discussions are privileged.

3. **Mayor**

Mayor Holland thanked all of the City staff for their work on behalf of the City. He cited the number of residents that have recently died including James Trent, Billy Spikes, Coach David Lee and Wally Banks.

X. ADJOURNMENT

**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 or verbatim transcript of the meeting can be obtained from the office of the City Clerk for a fee.*

Michael L. Holland, Mayor/Commissioner

Mary C. Montez, City Clerk

Regular City Commission
January 17, 2019



City of Eustis

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Staff Report

TO: EUSTIS CITY COMMISSION
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: PROCLAMATION DECLARING FEBRUARY AS BLACK HISTORY MONTH
AND RECOGNIZING 26TH ANNUAL AFRICAN-AMERICAN HERITAGE
FESTIVAL

Introduction:

Mayor Holland will present the annual proclamation declaring Black History Month and recognizing the African-American Heritage Festival to Carla Miller Mitchell and other representatives of the African-American Heritage Committee.

Attachments:

[2019 Black History Month proclamation](#)

Reviewed by:



Proclamation

- Know Ye:** **WHEREAS,** In 1965, the month of February was designated as a time of national observance of the many contributions and achievements of African-Americans; and
- WHEREAS,** **Black History Month** has been designated for the recognition of black history, black heritage and black expression in numerous areas; and
- WHEREAS,** Throughout the month of February, the 26th Annual **African-American Heritage Celebration** will feature events and activities throughout the City of Eustis in celebration of African-Americans, their heritage and their accomplishments; and
- WHEREAS,** The theme of the **2019 African-American Heritage Celebration** is, *“When there is no vision, there is no hope”*; and
- WHEREAS,** On Saturday, February 16th, the **African-American Heritage Celebration** will host a day-long festival celebrating the African culture, commencing with a parade down Bates Avenue followed by festivities that will include ethnic foods, crafts and entertainment for the enjoyment of our entire community; and
- WHEREAS,** In recognition of **Black History Month** and the **African-American Heritage Celebration**, the City of Eustis joins with other communities throughout the Nation in recognizing the significant advancements, contributions, achievements and impacts that African-Americans have made in the growth and development of our Nation, our State, our County and our City.

Now, therefore, I, Michael Holland, Mayor of the City of Eustis, Florida, proclaim the month of **February 2019** as:

Black History Month

in the City of Eustis. I call upon all citizens of our City to participate in the **26th Annual African-American Heritage Celebration**, as well as other ceremonies and activities designed to celebrate, recognize and honor African-Americans and their history.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Eustis to be affixed, this 7th day of February 2019.

MICHAEL L. HOLLAND
MAYOR/COMMISSIONER



City of Eustis

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Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION 19-12: LAKEVIEW AVENUE OUTSIDE WATER AND ANNEXATION AGREEMENT

Introduction:

Resolution No. 19-12 approves a Water Service/Annexation Agreement to provide water service outside the City Limits to property located at 19635 Lakeview Avenue.

Recommended Action:

Staff recommends approval of Resolution No. 19-12.

Policy Implications:

None

Alternatives:

Approve or Deny Resolution No. 19-12

Budget Impact:

If approved, the agreement will increase water revenues.

Attachments:

[Staff Report Res. No. 19-12 Lakeview](#)
[Res. No. 19-12 - Outside Water Request](#)
[outside water annex agreement signed w \\$\\$](#)

Reviewed by:

Lori Barnes, Director
Ronald Neibert, City Manager

Approved - 28 Jan 2019
Approved - 25 Jan 2019



City of Eustis

Development Services Department

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5460

TO: EUSTIS CITY COMMISSION
FROM: RONALD R. NEIBERT, CITY MANAGER
DATE: FEBRUARY 7, 2019
RE: RESOLUTION NO. 19-12: WATER SERVICE/ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 19635 LAKEVIEW AVENUE, OUTSIDE THE CITY LIMITS

Introduction:

Resolution No. 19-12 approves a Water Service/Annexation Agreement to provide water service outside the City limits to property located at 19635 Lakeview Avenue.

Recommended Action:

The administration recommends approval of Resolution No. 19-12.

Background:

1. Pertinent Site Information:

The subject property contains approximately 0.73 acres. The property is located within the Eustis Planning Area and utility service area. The City has adequate capacity to provide the requested water service and currently provides water service to other properties in the immediate area.

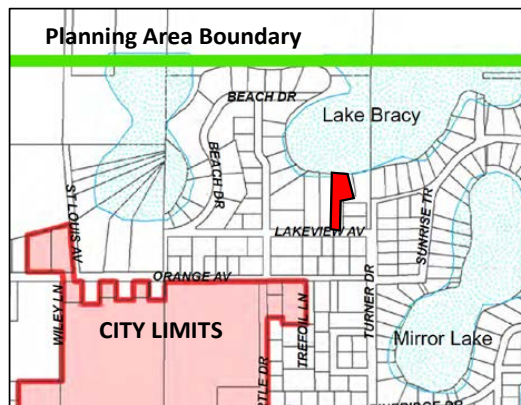
2. Applicable Policies and Codes:

City Ordinance No. 08-09 requires that "any arrangement to provide water and sewer services must be in the form of a written developer's agreement and must be approved by the City Commission on terms and conditions agreeable to the City Commission. The terms of which may include, but not be limited to, compliance with all current City codes, regulations, requirements, and an obligation to annex into the City, if not already annexed."

The subject property is not currently contiguous to the City limits, but the agreement requires the property owner and any subsequent owner to apply for annexation within 30 days of becoming contiguous.

Alternatives:

1. Approve Resolution No. 19.12 authorizing the Mayor to execute the Water Service/Annexation Agreement.
2. Deny Resolution No. 19-12.



Discussion of Alternatives:

Alternative 1 approves Resolution No. 19-12 authorizing the Mayor to execute the Water Service/Annexation Agreement.

Advantages:

- The action would permit the property owners to connect to the City's central water service.
- The action would increase water utility revenues through impact fees and user fees.
- The action is consistent with the Comprehensive Plan because the subject property is located within the Eustis Planning and Utility Service Area.
- The action is consistent with previous City Commission decisions to provide water service outside the City limits.
- Upon annexation, the property would increase the City land valuation.

Disadvantages:

- The subject property is not contiguous to the City limits and it may be some time before the City can annex the site.

Alternative 2 denies Resolution No. 19-12.

Advantages:

- There would be no additional impact on the City's water system.

Disadvantages:

- The City would lose the opportunity for another water customer and the associated revenues.
- The City would lose an opportunity to increase the City Limits.

Community Input

There is no requirement to notify the community.

Budget / Staff Impact:

The City would receive fees for water usage.

Reviewed By:

Lori Barnes, AICP, Development Services Director

Prepared By:

Roland Magyar, AICP, Senior Planner

Attachments: Resolution No. 19-12

Water Service/Annexation Agreement

RESOLUTION NO. 19-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A WATER SERVICE AND ANNEXATION AGREEMENT WITH SUN STATE CONSTRUCTION, LLC, OWNER OF REAL PROPERTY LOCATED AT LAKEVIEW AVENUE, APPROXIMATELY 180 FT. WEST OF TURNER DRIVE, OUTSIDE THE CITY LIMITS.

WHEREAS, Logan Lantrip for Sun State Construction, LLC, fee simple owner, requested water service for real property located at Lakeview Avenue, 180 ft. west of Turner Drive, outside the City limits, more particularly described as:

SILVER LAKE PARK, OVESON'S PARTIAL REPLAT LOT 9 PB 14 PG 36 ORB 5165 PG 236

WHEREAS, the property described above is not contiguous to the Eustis city limits, but the owner has agreed to irrevocably annex the subject property described above upon connection to the City water system and within 30 days after becoming contiguous to the City limits; and

WHEREAS, the City of Eustis has water service available to serve the subject property; and

WHEREAS, the City currently provides water service to other properties in the immediate area of the subject property; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water service to the subject property; and

WHEREAS, Ordinance No. 08-09 requires a written agreement approved by the City Commission in order to provide water service, and the attached Agreement constitutes a legal developer's agreement between the City of Eustis and Logan Lantrip, fee simple owner of the subject property and all successor owners, in accordance with Ordinance No. 08-09.

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

SECTION 1. That the Water Service/Annexation Agreement between the City of Eustis and Sun State Construction, LLC, attached herein and signed by said owner on January 3, 2019, is hereby approved, and the Mayor is authorized to execute the agreement on behalf of the City.

SECTION 2. That this Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this 7th day of February, 2019 in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of February, 2018, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, 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 No. 19-12 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk

WATER SERVICE [AND ANNEXATION] AGREEMENT

THIS AGREEMENT is entered into by and between Sun State Construction, LLC hereinafter referred to as "Owner", and the CITY OF EUSTIS, a municipal corporation, hereinafter referred to as "City".

WHEREAS, the Owner covenants that he/she owns the following described property located and situated in Lake County, Florida, to-wit:

(legal description)
Silver Lake Park, Owsen's Partial Replat Lot 9 PB
14 PG 36 | ORB 5165 PG 236 | ALT Key: 3380541

Hereinafter referred to as the "Property"; and

WHEREAS, said Property is located within the Eustis Planning Area but not within or contiguous to the city limits of Eustis and not within the municipality of another city; and]

WHEREAS, the City is the owner and operator of potable water production and distribution facilities, hereinafter referred to as "Utility"; and

WHEREAS, the Owner requests City service for the Property through connection to the City Utility; and

WHEREAS, the City has sufficient capacity available in its Utility to serve the Property; and

WHEREAS, the City has agreed to make its potable water service available to the Property by means of connection to and use of the Utility on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, which is incorporated herein and other good and valuable consideration, the receipt and mutual benefit of which is acknowledged by the parties, City and Owner agree as follows:

1. EXCLUSIVE SERVICE TO THE PROPERTY Owner hereby agrees and covenants that the Property shall be served exclusively by the City's Utility. City hereby agrees to make Utility services available to the Property for the rates and under the conditions set forth in this Agreement so long as the City is not prevented by law or governmental regulation from providing such water service for any reason. City represents and warrants that it has sufficient capacity in its Utility to serve the Property.
2. PAYMENT BY OWNER OF CITY OF EUSTIS WATER IMPACT FEES Owner shall be responsible for payment of the City's water impact fees for the water volumes reserved under this agreement. The City's water impact fee is \$854 per equivalent residential unit (ERU). The City calculates the water volume necessary to serve the Property to be _____ GPD or 1 ERU(s). Payment of said fee shall be made at time of connection permit application in the lump sum amount of \$854.

3. IMPROVEMENTS The Owner shall construct and install therein, at his own cost and expense, one or more water meters (as applicable) and service connections necessary to serve the Property.
4. RATES AND CHARGES The rates to be charged by the City for water service to the Property shall be those rates and charges made by the City to its customers which are from time to time approved by the Eustis City Commission. The City reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed, provided that written notification of such delinquency has been made by the City to such customer.
5. WATER METER(S) The City Utility shall designate the number, type, quality, and size of the water meter(s) necessary to serve the Property. The Owner shall pay the cost of said meter(s) and the labor charges associated with installation prior to actual installation. All water meters shall remain the property of the City Utility.
6. MANDATORY ANNEXATION The Owner hereby agrees to irrevocably apply for voluntary annexation of the Property within 30 days after becoming contiguous to the City limits. Owner agrees that the Owner is obligated to complete the annexation in a timely manner and is not permitted to withdraw the application.]
7. AGREEMENT BINDING ON SUCCESSORS IN TITLE Owner agrees that this Agreement shall be a covenant binding upon and running with title to the Property and any successor owner of the Property shall be obligated to adhere to the terms and conditions of this Agreement. The City agrees that any successor in title to the Property shall enjoy all the rights, obligations and privileges provided in this Agreement.
8. OTHER ESSENTIAL TERMS
 - a. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida.
 - b. This Agreement shall be effective upon proper execution by both parties hereto.
 - c. In the event of a default of this agreement, the remedy of rescission is available to either party in addition to all other remedies provided by law. In the event of a default of this Agreement, the City may terminate water service to the Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESS:

Angela Davis
Printed Name: Angela Davis

Carol Rohan
Printed Name: Carol Rohan

Owner(s):

By: Logan Lantrip
Printed Name: Logan Lantrip
Date: 1-3-2019

By: _____
Printed Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF Lake

I HEREBY CERTIFY on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, that the foregoing instrument was acknowledged before me by Logan Lantrip, of the above mentioned property who is personally known to me or produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of January 2019.



Notary Signature Betty Salas
Printed Notary Signature Betty Salas

ATTEST:

City Clerk

CITY OF EUSTIS, FLORIDA

By: _____
Mayor-Commissioner

Date: _____



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION NO. 19-14: AUTHORIZING BUDGET AMENDMENT FOR DISC GOLF COURSE

Introduction:

Resolution No. 19-14 authorizes a budget amendment to the FY18-19 Parks & Recreation Impact Fee Fund budget in accordance with the Disc Golf Agreement between the City of Eustis, Lake County, and the Florida Disc Golf Foundation.

Attachments:

[Staff Report Res 19-14 Disc Golf Budget Amendment](#)
[Resolution No 19-14 Disc Golf Budget Amendment](#)
[Disc Golf Agreement May 2017](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 01 Feb 2019
Approved - 01 Feb 2019



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: FEBRUARY 7, 2019

RE: RESOLUTION NO. 19-14 AUTHORIZING BUDGET AMENDMENT TO
RECOGNIZE LAKE COUNTY DISC GOLF PARTICIPATION REVENUE AND
APPROPRIATION OF PROJECT EXPENDITURE

Introduction:

Resolution No. 19-14 authorizes a budget amendment to the FY18-19 Parks & Recreation Impact Fee Fund budget in accordance with the Disc Golf Agreement between the City of Eustis, Lake County, and the Florida Disc Golf Foundation.

Recommended Action:

Staff recommends approval of the resolution.

Background:

In May of 2017, the City of Eustis, Lake County, and the Florida Disc Golf Foundation entered into an agreement for provision of design and construction of a disc golf course at Palmetto Point Park. The Agreement stipulates that Lake County will participate for a not-to-exceed amount of \$20,000 as applied to design and construction costs. Per the attached agreement, the estimated cost of the course is \$39,805.

This resolution seeks to recognize the \$20,000 contribution from the County as revenue and to appropriate the contribution as project expenditure within the Parks & Recreation Impact Fee Fund account 063-7600-572-60-63.

Alternatives:

- 1) Approve Resolution No. 19-14 authorizing the budget amendment.
- 2) Reject Resolution No. 19-14 and reject approval of the budget amendment.

Discussion of Alternatives:

- 1) Alternative 1 authorizes the budget amendment.

Advantages:

- The City will comply best with proper budget and accounting practices.
- The City will be properly budgeted to complete the disc golf course with the County's participation.

Disadvantages:

- None.

2) Alternative 2 rejects the budget amendment.

Advantages:

- None.

Disadvantages:

- It will be unclear as to how to continue on with the Disc Golf Course which was committed to in the Agreement.
- There may be delays in getting cost reimbursement from the County.
- The City may not be in best compliance with proper budgeting procedures.

Budget Impact:

This resolution recognizes an additional \$20,000 in revenue to the Parks & Recreation Impact Fee Fund with the expenditure offset of \$20,000 in the project account.

Reviewed by:

Colleen Scott, Finance Director

Prepared by:

Rob Visser, Deputy Finance Director

Attachment: Disc Golf Course Agreement

RESOLUTION NO. 19-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AUTHORIZING A BUDGET AMENDMENT TO THE FY2018-2019 PARKS & RECREATION IMPACT FEE FUND BUDGET IN ACCORDANCE WITH THE DISC GOLF AGREEMENT BETWEEN THE CITY OF EUSTIS, LAKE COUNTY, AND THE FLORIDA DISC GOLF FOUNDATION.

WHEREAS, the City entered into an agreement with Lake County and the Florida Disc Golf Foundation in May 2017 for provision of a disc golf course at Palmetto Point Park; and

WHEREAS, the Agreement stipulates that Lake County will participate in costs for design and construction of the Course in the not-to-exceed amount of \$20,000 against the estimated total cost of \$39,805; and

WHEREAS, Generally Accepted Accounting Principles necessitate that the County contribution of \$20,000 be recognized as revenue and a corresponding expenditure of \$20,000 be appropriated via an amendment to the FY2018-2019 Parks & Recreation Impact Fee Fund Budget.

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

Amend the FY2018-2019 Parks & Recreation Impact Fee Fund Budget by recognizing \$20,000 in revenue from the County and appropriating \$20,000 in expenditures into the project account.

DONE AND RESOLVED this 7th day of February 2019, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by Michael L. Holland, Mayor/Commissioner, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-14 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk

**AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA,
THE CITY OF EUSTIS, FLORIDA,
AND
THE FLORIDA DISC GOLF FOUNDATION, INC.,
FOR CONSTRUCTION, MAINTENANCE, AND PROMOTION
OF DISC GOLF COURSE**

This is an Agreement made between Lake County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), the City of Eustis, Florida, a municipal corporation organized under the laws of the State of Florida (hereinafter the "Host"), and the Florida Disc Golf Foundation, Inc., a Florida not for profit corporation, its successors and assigns (hereinafter the "Foundation").

WITNESSETH

WHEREAS, the County, Host and Foundation desire to attract visitors to Lake County who wish to play and participate in disc golf and related activities and events, including matches and tournaments, and to create an environment wherein residents and visitors alike may enjoy disc golf and related activities in conjunction with Lake County's natural resources; and

WHEREAS, in furtherance of this effort, the parties to this Agreement wish to coordinate and mutually support the construction, maintenance, and promotion of course a designed for disc golf activities throughout Lake County, which shall be called the "Lake County Disc Golf Trail" (hereinafter the "Trail"); and

WHEREAS, the parties to this Agreement agree that each course of the Trail shall be designed and constructed with the utmost attention to quality so as to create a world-class championship caliber facility that will attract disc golf enthusiasts from all over the United States and the World; and

WHEREAS, the Host owns and/or operates certain facilities conducive to the incorporation of a disc golf course (hereinafter the "Course") and the hosting of associated activities or events; and

WHEREAS, the County desires to support the Host with construction, maintenance, and promotion of the Course in furtherance of the County and Host's mutual interest in achieving the potential benefits to Lake County residents and visitors presented by the creation of the Course and promoting associated activities/events in Lake County; and

WHEREAS, the Foundation desires to provide services to the Host related to the design, construction, maintenance, and promotion of the Course.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **County Obligations.** The County shall provide the following in support of the Course:
- A. The County shall contribute funding in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) (hereinafter "Funding Contribution") toward the design and construction of the Course subject to the terms and conditions set forth herein.
 - B. The Host shall submit all invoices for expenditures incurred related to the Course's design and construction to the County along with written confirmation by the Host that the related deliverable has been accepted. Within thirty (30) days of County's approval of the invoices described herein, the County shall remit payment to the Host for expenditures incurred. In no event shall the County pay a total amount greater than Twenty Thousand Dollars (\$20,000.00) for expenditures related to the design and construction of the Course.
 - C. Upon completion of the Course, the County shall contribute fifty percent (50%) of the costs of maintenance and/or repair to the Course's equipment. In no event shall the County be required to pay a total amount greater than One Thousand Dollars (\$1,000.00) per year toward the maintenance and/or repair of the Course's equipment.
 - D. Upon completion of the Course, the County shall contribute funding on a quarterly basis to the Foundation for inspections of the Course and the Course equipment. The County shall contribute Fifty Dollars (\$50.00) per inspection with a maximum contribution of no greater than Two Hundred Dollars (\$200.00) per year.
 - E. Within thirty (30) days of its approval of the invoices described under paragraphs 4F and 4G, the County shall remit payment to the Foundation for expenditures incurred as described in said invoices.
 - F. The County shall design the official Trail branding and marketing designs, including the official "Trail Member" logo to be displayed in all Course specific marketing.
 - G. The County shall participate in the promotion of the Course to attract visitors to the Course and hold events at the Course.
 - H. The County shall design the tee box signage master template as well the welcome kiosk signage for the Course.
3. **Host Obligations.** The Host shall provide the following in support of the Course:
- A. The Host shall own and provide property that is conducive for the Course.
 - B. The Host shall engage the services of the Foundation for the design and construction of one (1) championship quality eighteen (18) hole disc golf course, in accordance with the quality and standards set forth in **Attachment A**, attached hereto and incorporated herein, and consistent with the Host's procurement policies and procedures.
 - C. The Host shall directly supervise and oversee the Foundation's design and construction of the Course. The Foundation must obtain approvals from Host for all designs before proceeding with construction.
 - D. The Host shall be responsible for all expenses related to the design and construction of the Course in excess of the Twenty Thousand Dollars (\$20,000.00) pledged from the County.

- E. The Host may contribute in-kind services or assist the Foundation by other means to lower the overall cost of the Course as long as the Course's design, construction and quality meet the standards set forth in **Attachment A**. All assistance and in-kind services must be pre-approved in writing by the Foundation.
- F. Within thirty (30) days of its receipt of the invoices described under paragraphs 4D and 4G and approval of work completed as described in said invoices, the Host shall remit payment to the Foundation for expenditures incurred as described in said invoices.
- G. The Host shall submit invoices related to Course's design and construction on a monthly basis to the County until such time as the County's Twenty Thousand Dollars (\$20,000.00) contribution is exhausted.
- H. Upon completion of the construction of the Course, the Host shall coordinate with the Foundation on a regular basis regarding the appropriate management strategy for the Course and shall maintain the Course's grounds in good operating condition according to the agreed upon strategy. The Host shall be responsible for all expenses associated with said maintenance.
- I. At any time before, during or after completion, the Host agrees to consult with the Foundation regarding any major pruning or removing of vegetation or trees near the Course prior to work.
- J. Upon completion of the Course, in the event that the Host desires for hole(s) to be moved for any reason, the Host agrees to make other suitable areas available for replacement hole(s) and to provide reasonable funding to the Foundation for the design and construction of the new hole(s).
- K. Upon completion of the Course, the Host shall contribute fifty percent (50%) of the costs of maintenance and/or repair to the Course's equipment. In no event shall the Host be required to pay a total amount greater than One Thousand Dollars (\$1,000.00) per year toward the maintenance and/or repair of the Course's equipment.
- L. Upon completion of the Course, the Host shall submit a construction completion report to the County documenting that the Course was completed to the quality and design requirements set forth herein.
- M. The Host shall signify that the Course is a part of the Trail in all Host originated Course branding, marketing and advertising by prominently displaying the "Trail Member" logo as described under paragraph 2F, for the term of the Agreement.
- N. The Host shall allow for the Course to be included in all County or Foundation sponsored Trail branding, marketing and advertising for the term of the Agreement.
- O. The Host shall participate in the promotion of the Course to attract visitors and hold events at the Course.
- 4. **Foundation Obligations.** The Foundation shall provide the following in support of the Course:
 - A. The Foundation shall design and construct the Course in accordance with the costs, quality and standards set forth in **Attachment A**, attached, and in accordance with procurement

and construction procedures set forth by the Host and any related agreements between the Foundation and the Host. The Foundation shall make every attempt to work with vendors, suppliers and/or sponsors to identify design or construction cost savings as long as such cost savings do not compromise the quality and standards of the Course as set forth herein

- B. The Foundation shall provide all labor and materials related to its obligations set forth herein.
- C. The Foundation shall submit invoices related to the Course's design and construction on a monthly basis to the Host.
- D. Upon completion of the Course, the Foundation shall conduct quarterly inspections of the Course and the Course's equipment and provide regular feedback to the Host regarding appropriate maintenance strategies. The Foundation shall maintain the Course's equipment in good repair (to the extent allowed by the repair budget set forth herein), ensuring that the Course's condition meets the standards set forth in Attachment A. Course inspections must occur a minimum of once per quarter. In the event the annual equipment repair and maintenance costs exceed One Thousand Dollars (\$1,000.00) in aggregate for the Course, the Foundation will consult with both the County and the Host to determine the appropriate strategy and funding sources for the repairs and maintenance required.
- E. Upon completion of the Course, the Foundation shall submit an invoice related to the inspection of the Course and the Course's equipment to the County on a quarterly basis.
- F. Upon completion of the Course, and if needed, the Foundation shall submit invoices related to the maintenance and/or repair of the Course's equipment to the County and Host on a quarterly basis.
- G. The Foundation shall promote the Course to potential event organizers, tournament hosts or disc golf players to ensure the active usage of the Course. The Foundation shall recruit a minimum of twelve (12) local and four (4) regional, statewide or national events to be held at the Course per year, subject to scheduling as described in Section 6.
- H. The Foundation shall be responsible for obtaining all necessary special event permits for events recruited, managed or operated by the Foundation.
- I. The Foundation will be responsible for the design of hole maps, hole distances and other information that will be placed within the master tee box signage templates at the Course.
- J. The Foundation shall be responsible for submitting an annual activity report highlighting the number of tournaments recruited, managed or operated by the Foundation in the given year, as well as an estimate for the number of athletes who participated in those events.
- K. The Foundation shall recognize the County as an event sponsor with approved use of the County's logo and appropriate wording on all promotional materials, programming, registrations, and media. The County shall additionally be permitted to take promotional videos and photographs to be used for County purposes.

5. **Sponsorships.** This Agreement authorizes the utilization of sponsorships as either a complimentary financing mechanism for the construction or continued maintenance and promotion of the Trail or as a general revenue source for either the County, Host or Foundation. All sponsors and sponsorship

categories must be approved by all parties. The following sponsorship opportunities shall be allowed; however, additional sponsorship opportunities may be made available upon approval of all parties.

- A. Trail Title Sponsor. The Foundation will be responsible for procuring the Title Sponsor for the entire Trail and must utilize all Title Sponsor funds generated for the purposes of construction, maintenance and/or promotion of the Trail. The Title Sponsor will be listed on all branding of the Trail.
- B. Tee Box Sponsor. The Foundation will have the opportunity to sell one (1) trail-wide Tee Box Sponsor and will have explicit rights to collect and keep all funds generated by the sponsorship. The Tee Box Sponsor will be listed on the signage for each hole of each course of the Trail.
- C. Hole Sponsor. The Host will have the opportunity to solicit one (1) sponsorship per hole of the Course and space on each tee box sign will be made available for each hole's sponsor's logo. If the Host secures the sponsorship, they will have explicit right to collect and keep all Hole Sponsor funds generated. If the Host chooses to have the Foundation procure the Hole Sponsor(s) on the Host's behalf, the Host will have rights to fifty percent (50%) of the funds generated and the Foundation will receive the remaining funds.
- D. Event Sponsor. Any party may solicit sponsorships for individual events.

6. Scheduling. The Host shall provide priority access of the Course to events either recruited, managed or operated by the Foundation. The Foundation shall provide to the Host their schedule of events a minimum of sixty (60) days in advance for local events and one hundred twenty (120) days in advance for regional, statewide or national events, unless otherwise agreed to by the Host and the Foundation.

7. Effective Date. This Agreement shall become effective on the date the last party hereto executes this Agreement (hereinafter "Execution Date").

8. Term and Renewal. This Agreement shall be effective for five (5) years from the Execution Date (hereinafter "Initial Term") and may not be terminated during the Initial Term unless agreed to in writing by all the parties. This Agreement shall automatically renew after the Initial Term for additional five (5) year terms or until terminated as set forth herein. Any party may terminate this Agreement without cause after the Initial Term upon six (6) months' written notice.

9. Use of the Course by County Residents. The parties understand and expressly agree that the Course is to be utilized by all residents and visitors of Lake County. At no time shall the Host charge a fee for usage of the Course.

10. Grant Funding. In the event any of the Course is funded by grant monies, the County shall not be liable for any non-compliance with the provisions of the grant. It is the Host's sole responsibility to ensure successful completion of the Course and compliance with any grant requirements, as applicable.

11. Sale or Sublease of the Course. The Host shall not sell the Course or sublet the Course without the prior written approval of the County. In the event the Course's property is sold or sublet, the Host shall compensate the County in an amount agreed upon and determined by the parties at the time the County approves such sale or sublease.

12. **Future Projects.** Nothing herein shall prohibit the parties from negotiating a different allocation of responsibilities for, or contribution to, the development of other disc golf courses. The maintenance and ownership of each future project, if any, will be negotiated on a project by project basis.

13. **Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

14. **Notices.**

- A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY:
County Manager
Lake County Administration Building
P.O. Box 7800
Tavares, Florida 32778

HOST:
City of Eustis
City Manager
Post Office Drawer 68
10 North Grove Street
Eustis, FL 32726

WITH A COPY TO:
Economic Development Director
Lake County Administration Building
P.O. Box 7800
Tavares, Florida 32778

FOUNDATION:
Benjamin L. Champion, Director
Florida Disc Golf Foundation, Inc.
1502 North Donnelly Street, Suite 105
Mount Dora, Florida 32757

- B. All notices required, or which may be given hereunder, shall be considered properly given if: (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.
- D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

15. **Entire Agreement.** This document embodies the entire Agreement between the parties. It may not be modified or terminated except as provided herein.

16. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

17. **Indemnity.** The Foundation agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold harmless the County and the Host, and their officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Foundation and other persons employed or utilized by the Foundation in the performance of this Agreement.

18. **Independent Contractor.** The parties agree that each shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of any other party to this Agreement. No party shall have authority to contract for or bind any other party to this Agreement in any manner and shall not represent itself as an agent of any other party or as otherwise authorized to act for or on behalf of, any other party to this Agreement.

19. **Public Records.** If the Foundation is found to be a contractor pursuant to Section 119.0701, Florida Statutes, the Foundation shall comply with the Florida Public Records' laws, and shall:

- A. Keep and maintain public records required by the County or the Host to perform the services identified herein.
- B. Upon request from the County or the Host's custodian of public records, provide the County or the Host with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Foundation does not transfer the records to the County or the Host.
- D. Upon completion of the contract, transfer, at no cost, to the County or Host all public records in possession of the Foundation or keep and maintain public records required by the County or Host to perform the service. If the Foundation transfers all public records to the County or Host upon completion of the contract, the Foundation shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Foundation keeps and maintains public records upon completion of the contract, the Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County or Host, upon request from the County or Host's custodian of public records, in a format that is compatible with the information technology systems of the County or Host.

IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADAM SUMNER, LAKE COUNTY, ECONOMIC DEVELOPMENT, P.O. BOX 7800, TAVARES, FL 32778, OR AT 352-742-3918, OR VIA EMAIL AT ASUMNER@LAKECOUNTYFL.GOV.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement may be executed by electronic signatures and electronic signatures shall constitute originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by the City of Eustis, by its duly authorized representative, and by the Florida Disc Golf Foundation, Inc., by its duly authorized representative.

FOUNDATION



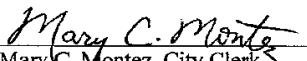
Benjamin L. Champion, Director

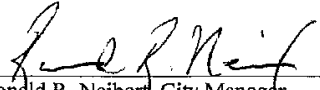
This 1st day of June, 2017.

HOST

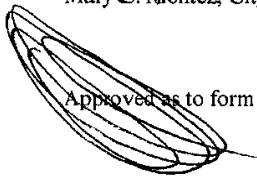
CITY OF EUSTIS, FLORIDA

ATTEST:


Mary C. Montez, City Clerk


Ronald R. Neibert, City Manager

This 19th day of May, 2017.

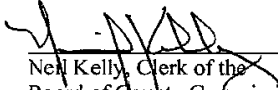


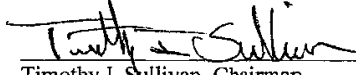
Approved as to form and legality:

Derek A. Schroth, City Attorney

COUNTY

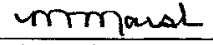
ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Timothy I. Sullivan, Chairman

This ____ day of _____, 2017.

Approved as to form and legality:


Melanie Marsh
County Attorney

Attachment A

Florida Disc Golf Foundation, Inc.
1502 N Donnelly St, Suite 105
Mount Dora FL 32757

City of Eustis - Palmetto Point

Estimate

Date: 08-10-16

Prepared For: City of Eustis
Project Location: Palmetto Point

Description	Qty	Unit Price	Sub Total
WCDGD Course Design	18	\$200.00	\$3,600.00
WCDGD labor & installation oversight	18	\$200.00	\$3,600.00
"DISCatcher 28" targets (\$50 discount per)	19	\$275.00 *	\$5,225.00
"DISCatcher 28" targets (custom color- *\$60 discount)	18	\$325.00 *	\$5,850.00
Freight	-	-	\$930.00
Padlocks	37	\$12.00	\$444.00
5 Gallon plastic buckets	37	\$5.00	\$185.00
Quick-crete (50-60 lbs)	37	\$5.00	\$185.00
Signs			
Tee Signs (9"x12"x 1/4" high-pressure laminate)	36	\$32.00	\$1,152.00
Tee Sign mounting sleeves	36	\$22.00	\$792.00
Map & rules signs (1/2"x18"x24")	2	\$240.00	\$480.00
Directional Signs, Out of Bounds Signs	50	\$15.00	\$750.00
Print lab set up & mounting holes	-	-	\$460.00
Sign Design (18+ map & rules)	-	-	\$450.00
Tee Pads- Concrete *5'x12/5'x10'	36	25 cy	\$3,700.00
* lumber, fasteners, delivery (sign posts=PT. Frames=pine)			\$1,500.00
Kiosk/bulletin board (45"x30" lockable)	1	\$800.00	\$800.00
Benches (rustic)	9	\$200	\$1,800.00
Tee pad grading	36	\$25	\$900.00
Clear & Grub (fairways)	18	\$389	\$7,002.00
Sub Total			\$39,805.00

Florida Disc Golf Foundation, Inc.
1502 N Donnelly St, Suite 105
Mount Dora, FL 32757

407-687-4314
lakecountydiscgolf@gmail.com

- DISCatcher basket pricing reflects bulk discounts and Innova sponsorship toward the Lake County Disc Golf Trail project. Any changes to the number of baskets will result in a price adjustment.



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION NO. 19-15: APPROVAL OF PURCHASE IN EXCESS OF \$25,000 FOR UPGRADES TO THE CITY'S CRITICAL NETWORK SERVER AND STORAGE CONFIGURATION

Introduction:

Resolution No. 19-15 approves a purchase in excess of \$25,000 for upgrades to the City's critical network server and storage configuration.

Background:

See attached Staff Report.

Attachments:

[Staff Report Res 19-15 Purchase of Server-Storage Upgrades](#)
[Resolution No 19-15 Purchase of Server-Storage Upgrades](#)
[Nimble for Finance - VCIQ13475-02](#)

Reviewed by:



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: FEBRUARY 7, 2019

RE: RESOLUTION NO. 19-15 APPROVAL OF PURCHASE IN EXCESS OF \$25,000 FOR NETWORK SERVER/STORAGE UPGRADES

Introduction:

Resolution No. 19-15 approves a purchase in excess of \$25,000 for upgrades to the City's critical network server and storage configuration.

Recommended Action:

Staff recommends approval of the resolution.

Background:

The approved Fiscal Year 2018-19 Capital Improvement Plan (CIP) budget includes amounts for citywide upgrades of essential computer and information system infrastructure. The existing server and storage configuration, which is the backbone of City information systems, was built on now outdated architecture and is currently in need of upgrade to prevent declines in processing, speed, and storage capacity. The system is also nearing the end of its support agreement. Upgrading the configuration now will not only avoid potential system-wide failure, but will also increase speed, storage capacity, processing, and security of the system. Verteks is providing very competitive pricing on Nimble manufactured upgrades for the price of \$52,166.38.

Funding for the upgrades is available in project account 010-8600-519-60-11.

Alternatives:

- 1) Approve Resolution No. 19-15 and authorize the purchase of the server upgrades.
- 2) Reject Resolution No. 19-15 and reject purchase of the server upgrades.

Discussion of Alternatives:

- 1) Alternative 1 approves the purchase.

Advantages:

- The City will avoid likely near-term limitations and potential failure of its server and storage infrastructure.
- The City will instead benefit from increased power, storage capacity, and efficiency as provided by the proposed upgrades.

Disadvantages:

- There is potential for funding related delays for other IT system and computer upgrades until next fiscal year.

2) Alternative 2 rejects the purchase.

Advantages:

- Other IT system and computer upgrades can move forward as scheduled.

Disadvantages:

- Risk of increasing server trouble, slow-downs, capacity limits, and probable eventual total failure.
- Delaying upgrades now will be more costly in the future when emergencies and failures begin to occur.

Budget Impact:

The approved FY18-19 Sales Tax Fund CIP Budget includes funding for upgrades to the City's IT systems and hardware needs. The quote for the server/storage upgrades is \$52,166.38

Reviewed by:

Colleen Scott, Finance Director

Prepared by:

Rob Visser, Deputy Finance Director

Attachment: Verteks/Nimble Quote

RESOLUTION NO. 19-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AUTHORIZING A PURCHASE IN EXCESS OF \$25,000 FOR NETWORK SYSTEM SERVER & STORAGE UPGRADES.

WHEREAS, the City's approved FY 2018-19 CIP Budget includes funding for upgrades for City information and computer systems; and

WHEREAS, the City's current server and storage configuration is outdated and is nearing the end of its useful life and support agreements; and

WHEREAS, server and storage capacity, speed, processing, and efficiency is beginning to decline; and

WHEREAS, purchase and installation of an updated system will result in increased storage, speed, and processing efficiency; and

WHEREAS, it is in the best interest of the City to purchase and install an updated server configuration.

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

- (1) The City Manager is hereby authorized to approve this purchase in excess of \$25,000; and
- (2) That the Finance Director is hereby authorized to complete the transaction in accordance with this resolution.

DONE AND RESOLVED this 7th day of February, 2019, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by Michael L. Holland, Mayor/Commissioner, and Mary C. Montez, City Clerk, who are personally known to me.

Notary Public - State of Florida

My Commission Expires: _____

Notary Serial No: _____

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-15 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk



Verteks Consulting, Inc.
Voice and Data Networks
Phone: (352) 401-0909
Fax: (352) 401-0903
Web: www.verteks.com

QUOTE

Date	Quote #
12/18/18	VCIQ13475-02

Customer: City of Eustis
Greg Barron
10 South Eustis St.
Eustis, FL 32726
United States

Phone: (352) 617-1443
Fax:
E-Mail: barrong@ci.eustis.fl.us

HPE Nimble Storage Solution for Finance Department. NCPA 01-65 Contract

Terms	Rep	P.O. Number	Ship Via
Net 15	John		Ground

Qty	Mfr Part #	Description	Unit Price	List Price	Ext. Price
1	Q8H71A	HPE Nimble Storage Adaptive Flash HF20H Base Array - solid state / hard drive - 13 bays - 4U	\$21,470.59	\$36,500.00	\$21,470.59
1	Q8B67B	HPE Nimble Storage HF20H Adaptive Array 11TB (11x1TB) FIO HDD Bundle	\$3,235.29	\$5,500.00	\$3,235.29
1	Q8B79B	HPE Nimble Storage HF20H 960 GB (2 x 480 GB) FIO Cache Bundle	\$2,058.82	\$3,500.00	\$2,058.82
1	Q8B88B	HPE Nimble Storage 2-port Adapter Kit - network adapter - 10Gb Ethernet x 2	\$3,823.53	\$6,500.00	\$3,823.53
1	Q8G27B	Nimble Storage NOS Default Software - license - 1 license	\$0.01	\$0.01	\$0.01
2	Q8J27A	HPE Nimble Storage C13 to C14 FIO Power Cord	\$0.01	\$0.01	\$0.02
1	HA114A1#5MR	HPE Nimble Storage Array Startup Service HPE Nimble Storage Array Startup Service is a standardized installation offering that focuses on getting your HPE Nimble Storage array from delivery to being ready for application installation and data migration	\$2,916.67	\$3,500.00	\$2,916.67
1	HT6Z0A5#ZEB	HPE Nimble Storage Foundation Care - extended service agreement - 4 Hour Parts Exchange Support - 24 x 7 - 5 Year - For HF20H Hybrid Base Array	\$8,396.27	\$9,688.00	\$8,396.27
1	HT6Z0A5#ZDZ	HPE Nimble Storage Foundation Care - extended service agreement - 4 Hour Parts Exchange Support - 24 x 7 - 5 Year - For HF20H 480GB FIO Cache	\$1,250.60	\$1,443.00	\$1,250.60
1	HT6Z0A5#ZEC	HPE Nimble Storage Foundation Care - extended service agreement - 4 Hour Parts Exchange Support - 24 x 7 - 5 Year - For HF20H 11 TB Storage Array	\$881.40	\$1,017.00	\$881.40
1	HT6Z0A5#ZET	HPE Nimble Storage Foundation Care - extended service agreement - 4 Hour Parts Exchange Support - 24 x 7 - 5 Year - For HF20H 2x10GbE 2 ports adapter	\$1,587.73	\$1,832.00	\$1,587.73



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION NO. 19-16: DEDICATION OF SUNSET PARK AS AN OUTDOOR RECREATIONAL SITE FOR THE USE AND BENEFIT OF THE GENERAL PUBLIC

Introduction:

Resolution No. 19-16 approves the dedication of Sunset Park as an outdoor recreational site for the use and benefit of the general public.

Background:

Sunset Park's recent redevelopment was funded in part by a Florida Recreation Development Assistance Program Grant (FRDAP). In accordance with State requirements for program compliance, "Land owned by the grantee, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public". This dedication must be recorded in the public property records by the City of Eustis.

Recommended Action:

Staff recommends approval of Resolution No. 19-16.

Alternatives:

1. Approve Resolution No. 19-16
2. Reject Resolution No. 19-16

Discussion of Alternatives:

1. Alternative 1 would approve Resolution No. 19-16.

Advantages:

The City will be in compliance with State regulations regarding FRDAP grants.

Disadvantages:

None

2. Alternative 2 would reject Resolution No. 19-16

Advantages:

None

Disadvantages:

Rejection would put the City of Eustis out of compliance for the FRDAP grant and jeopardize the State's funding.

Reviewed By:

Rick Gierok, P.E., Director of Public Works

Prepared By:

Sally Mayer, Administrative Assistant – Public Utilities

Attachments:

- FL Department of Environmental Protection form DRP-113: Notice of Limitation of Use/Site Dedication
- DEP Agreement No. A7136

Budget Impact:

The State of Florida FRDAP program will pay the City of Eustis on a cost-reimbursement basis up to a maximum of \$100,000 towards the upgrade of Sunset Park. The City of Eustis will not be reimbursed these funds if found to be out of compliance with State regulations.

Attachments:

[Resolution No. 19-16](#)

[Notice of Limitation of Use Site Dedication Sunset Park](#)

[2-8-16 SUNSET PARK GRANT - DEP AGRMT NO A7136](#)

Reviewed by:

Ronald Neibert, City Manager

Mary Montez, City Clerk

Approved - 01 Feb 2019

Approved - 01 Feb 2019

RESOLUTION NO. 19-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING THE DEDICATION OF SUNSET PARK AS AN OUTDOOR RECREATIONAL SITE FOR THE USE AND BENEFIT OF THE GENERAL PUBLIC.

WHEREAS, the City of Eustis was awarded a Florida Recreation Development Assistance Program (FRDAP) Grant to redevelop Sunset Park; and

WHEREAS, compliance of the FRDAP program requires land owned by the grantee, City of Eustis, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public; and

WHEREAS, the City of Eustis desires to stay within compliance of the FRDAP requirements.

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

- (1) The Mayor of Eustis, Florida is hereby authorized to execute the Florida Department of Environmental Protection Form DRP-113: Notice of Limitation of Use / Site Dedication.
- (2) The City Clerk shall record this Dedication in the Public Property Records.

DONE AND RESOLVED this 7th day of February 2017, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-16 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk



Florida Department of Environmental Protection

NOTICE OF LIMITATION OF USE / SITE DEDICATION

Required Signatures: **Original Ink** **Notarized Signature**

Recording Instrument Information:

Park Name: Sunset Park, Eustis, Florida

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property identified in the project boundary map and legal description, attached hereto as Exhibit "A" (the "Property"), has been acquired by or developed with financial assistance provided by the Florida Legislature, through the Department of Environmental Protection, under the following grant programs:

- **Florida Recreation Development Assistance Program (FRDAP):**
In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., Subsection 62D-5.059 and the following constitutes the general requirements for program compliance: SITE DEDICATION – "Land owned by the grantee, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of the grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of 25 years from the completion date set forth in the project completion certificate. The dedications must be recorded in the public property records by the grantee."
- **Land and Water Conservation Fund (LWCF):**
In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., Subsection 62D-5.070(12-16) and the following constitutes the general requirements for program compliance: SITE DEDICATION - "Land owned by the grantee, which is developed or acquired with LWCF funds, shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land which is leased from the federal government or another public agency by grantee must include safeguards to ensure the perpetual use requirement contained in the Land and Water Conservation Fund Act. Safeguards include such things as joint sponsorship of the project or an agreement between the parties that the lessor would assume compliance responsibility for the project site in the event of default by the lessee (grantee) or termination or expiration of the lease. These dedications must be recorded in the county's public property records by the grantee."

DEDICATOR

Original signature

Witness

Printed Name: _____

Printed Name: _____

Witness

Title: _____

Printed Name: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me on _____

by _____, who is personally known to me or who produced

_____ as identification.

Stamp:

Notary Public, State of Florida

Mayer, Sally

From: Fred Fox <fred.fox@fredfoxenterprises.com>
Sent: Tuesday, January 15, 2019 10:32 AM
To: Mayer, Sally
Subject: Re: Notice of limitation of use
Attachments: NOTICE OF LIMITATION OF USE Carver Park.pdf; NOTICE OF LIMITATION OF USE Sunset Park.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Sally:

The "Notice of Limitation of Use" forms for Carver Park and Sunset Park are attached. You need to have them executed, add a boundary survey with the legal description of the park on the survey to each one and record them at the County Clerk's Office.

Please let me know if you have any questions.

Fred D. Fox, President
Fred Fox Enterprises
221 Treasure Beach Road
St. Augustine, Florida 32080
Office Phone: (904) 810-5183
Cell Phone: (386) 937-1953
fred.fox@fredfoxenterprises.com

BOUNDARY SURVEY

LEGAL DESCRIPTION:

LOTS 38 THROUGH 46, INCLUSIVE, AND A TRACT OF LAND DESCRIBED AS "SUNSET ISLAND", ACCORDING TO LAKEVIEW PARK, AS RECORDED IN PLAT BOOK 12, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND

THAT PORTION OF THE WEST 1/2 OF THE VACATED RIGHT OF WAY FOR CANAL STREET ABUTTING AND ADJACENT TO LOTS 38, 39 AND 40, AND THE EAST 1/2 OF THE VACATED RIGHT OF WAY FOR CANAL STREET ABUTTING AND ADJACENT TO LOT 46, BEING BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 40 AND THE NORTHEASTERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 46, AND BOUNDED ON THE SOUTH BY THE CENTERLINE OF KEY AVENUE AND THE SOUTHWESTERLY EXTENSION OF SAID WESTERLY LINE OF LOT 46, ACCORDING TO LAKEVIEW PARK, AS RECORDED IN PLAT BOOK 12, PAGE 62, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

NOTES:

1. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (SPCS83-2007). THIS SURVEY WAS CHECKED TO LAKE COUNTY GPS CONTROL STATION, DESIGNATION "BONNIE", AS SHOWN ON THE LAKE COUNTY GEODETIC AND BENCHMARK DENSIFICATION PROJECT 2002 RECORD, DATED MARCH 20, 2002 AND ON FILE WITH LAKE COUNTY PUBLIC WORKS AND REFERENCED TO THE SOUTH LINE OF SOUTH LINE OF LOTS 41 THROUGH 45, INCLUSIVE, LAKEVIEW PARK, PLAT BOOK 12, PAGE 62, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS BEING NORTH 89°58'43" WEST.
3. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
4. THE DESCRIPTION WAS PROVIDED BY THE CLIENT.
5. UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED.
6. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
7. LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE "AE" WITH BASE FLOOD ELEVATION DETERMINED (AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD), ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12069 C 0355 E EFFECTIVE DATE DECEMBER 18, 2012.
8. THE EXPECTED USE OF LAND, AS CLASSIFIED IN THE FLORIDA STANDARDS OF PRACTICE (5J-17.051 FAC), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
9. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.
10. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER.
11. DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
12. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

LEGEND

LB	LICENSED BUSINESS
ID	IDENTIFICATION
(P)	PLAT
⊙	SET NAIL & DISK LB#7514 UNLESS OTHERWISE NOTED
○	SET 5/8" IRON ROD & CAP LB#7514 UNLESS OTHERWISE NOTED
—	SIGN
W	WATER METER
UP	UTILITY POLE
⊕	STORM MANHOLE
Ⓢ	SANITARY MANHOLE
←	GUY ANCHOR
Ⓣ	TELEPHONE PEDESTAL
Ⓢ	CENTERLINE
—OHU—	OVERHEAD UTILITIES

SHEET 1 OF 4

CLIENT: CITY OF EUSTIS
JOB NO.: 111059.0001 DRAWN BY: JEG
DATE: 02/10/17 SECTIONS: 10 & 11-19-26
DWG NAME: 111059 SUNSET ISLAND PARK BDY
FIELD BOOK: 11-19-26/43-45
REVISIONS:

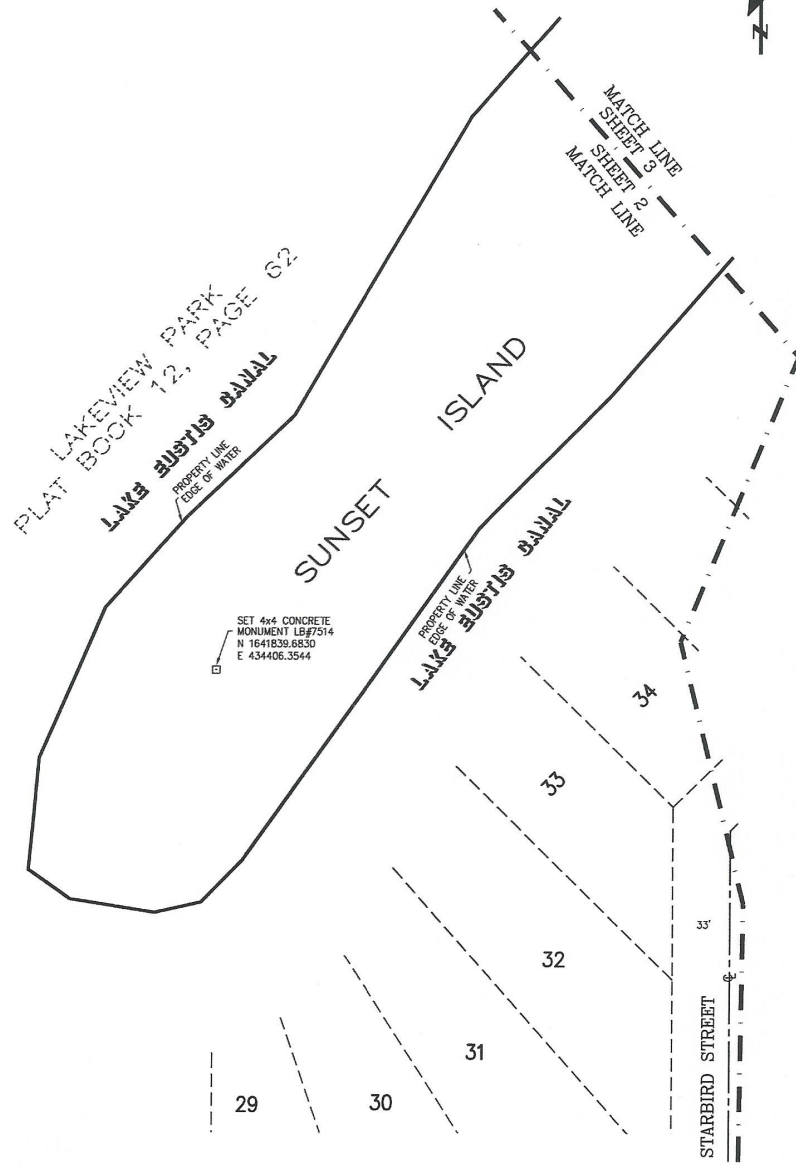
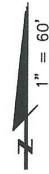
CERTIFIED TO:
CITY OF EUSTIS

Jennings & Griffin, P.L.L.C.
JENNINGS & GRIFFIN, P.L.L.C.
FLORIDA REGISTRATION NO. 4486

02/02/17
DATE



BOUNDARY SURVEY



SHEET 2 OF 4

CLIENT: CITY OF EUSTIS
 JOB NO.: 111059.0001 DRAWN BY: JEG
 DATE: 02/10/17 SECTIONS: 10 & 11-19-26
 DWG NAME: 111059 SUNSET ISLAND PARK BDY
 FIELD BOOK: 11-19-26/43-45
 REVISIONS:



Z $1'' = 60'$

LAKEVIEW PARK
PLAT BOOK 12, PAGE 62
LAKE 308719 BADAL
PROPERTY LINE
FOOT OF WATER

LINE
WATER

SUNSET

ISLAND

SET 4x4 CONCRETE
MONUMENT LB#7514
N 1642315.7662
E 434908.8368

SET 4x4 CONCRETE
MONUMENT LB#7514
N 1642315.7662
E 434908.8368

MATCH LINE
SHEET 3
SHEET 2
MATCH LINE

MATCH LINE
SHEET 4
SHEET 3
MATCH LINE

EDGE OF PAVEMENT

1/

—

53

—

1

9

1

1

1

1

1

1

—

—

2

ice: 352.

SHEET 3 OF 4

CLIENT: CITY OF EUSTIS
JOB NO.: 111059.0001 DRAWN BY: JEG
DATE: 02/10/17 SECTIONS: 10 & 11-19-26
DWG NAME.: 111059 SUNSET ISLAND PARK BDY
FIELD BOOK: 11-19-26/43-45
REVISIONS:

BESD
BOOTH E. STRAUGHAN HOTT, INC.
 ENGINEERS • SURVEYORS • LAND PLANNERS

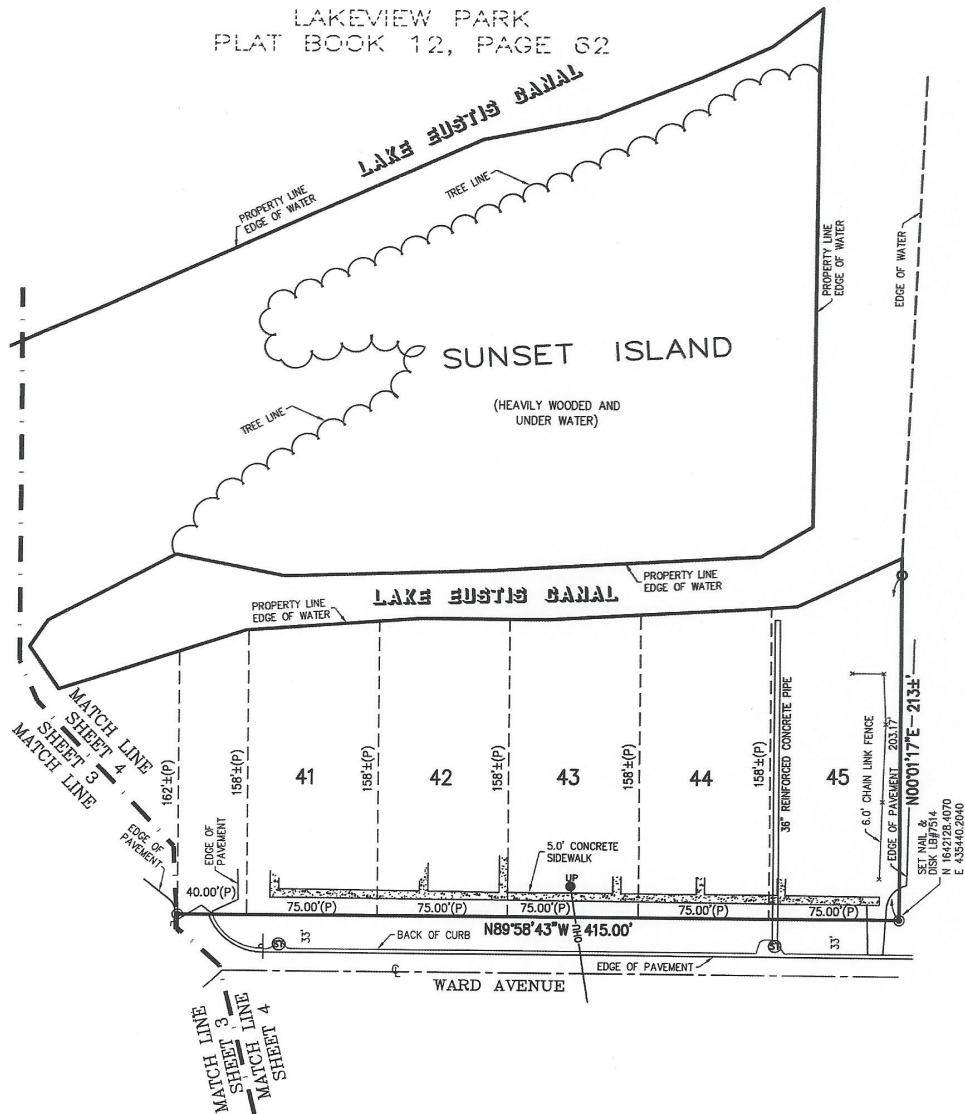
902 North Sinclair Ave.
 Tavares, Florida 32778
 LICENSED BUSINESS 7514

Office: 352.343.8481
 Fax: 352.343.8495
www.besandh.com



BOUNDARY SURVEY

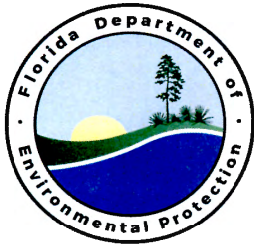
LAKEVIEW PARK
PLAT BOOK 12, PAGE 62



SHEET 4 OF 4

CLIENT: CITY OF EUSTIS
JOB NO.: 111059.0001 DRAWN BY: JEG
DATE: 02/10/17 SECTIONS: 10 & 11-19-26
DWG NAME: 111059 SUNSET ISLAND PARK BDY
FIELD BOOK: 11-19-26/43-45
REVISIONS:





Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Ryan E. Matthews
Interim Secretary

February 9, 2017



Mr. Ronald Neibert
City Manager
City of Eustis
10 North Grove Street
Eustis, FL 32726

Re: Sunset Park, Phase I
Florida Recreation Development Assistance Program (FRDAP) Project No. A17136

Dear Mr. Neibert:

The attached contains the fully executed grant agreement for the above referenced project.

Please visit our website at www.dep.state.fl.us/parks/OIRS, to read and familiarize yourself with the FRDAP Administrative Rule, the required Commencement Documentation Checklist, as well as the Project Status Report Form. This information has been provided on the website for your review, as it will be extremely helpful and ensures compliance with the administrative requirements of this grant.

In addition, the Project Completion Documentation Checklist and the Reimbursement Schedules can be found on our website when that time approaches.

Reminders:

1. Construction cannot begin until all project commencement documentation has been submitted and approved by this office. This process should be completed 180 days from the execution of your grant agreement (by 8/8/2017). Once again, the commencement checklist and other forms may be found at www.dep.state.fl.us/parks/oirs under **FRDAP Administrative Forms**.
2. Quarterly status reports are required - **January 5, May 5, and September 5**. Please be sure to summarize work accomplished, problems encountered (if any), and provide color photographs of development progression.
3. The Department will not process your reimbursements request until the Grantee completes the project and staff reviews and approves all Completion Documentation and the final as-built product.

Mr. Ronald Neibert
Page Two
February 9, 2017

4. The project should be completed before the completion date set forth in the grant agreement (June 30, 2019) and all reimbursement requests and closeout documents submitted within thirty days after completion.

If you have any questions, please contact our office at (850) 245-2501. We look forward to working with you on this project.

Sincerely,



Tamika Bass
Community Assistant Consultant
Land and Recreation Grants Section
Office of Operations
Florida Department of Environmental Protection
Mail Station #585



DEP AGREEMENT NO. A7136

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1698A OF THE FY2016-2017 GENERAL APPROPRIATIONS ACT
FOR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the “Department”) and the **CITY OF EUSTIS**, whose address is 10 North Grove Street, Eustis, Florida 32726 (hereinafter referred to as “Grantee”), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as Sunset Park, Phase I, Project Number A17136 (hereinafter referred to as the “Project”). Collectively, the Department and the Grantee may be referred to as “Parties” or individually as a “Party”. For purposes of this Agreement, the terms “Grantee” and “Recipient” are used interchangeably.

WHEREAS, the Department is authorized to administer the Florida Recreation Development Assistance Program (FRDAP), in accordance with Section 375.075, F.S.; and,

WHEREAS, pursuant to Subsection 62D-5.055(5), Florida Administrative Code (F.A.C.), this Project, as it appears on the Recommended Application Priority List for Fiscal Year (FY) 2016-17, was approved by the Secretary of the Department, submitted to the Executive Office of the Governor and to the Florida House and Senate Appropriations Committee for funding consideration, and was awarded FRDAP funds for the development of land for public outdoor recreation purposes; and,

WHEREAS, the Grantee, as a recipient of the FRDAP grant funds, administered and monitored by the Department, is responsible for complying with all federal and state laws and local rules and regulations during performance of its activities pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to Section 375.075, F.S., and Chapter 62D-5, F.A.C., the Parties hereto agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits named herein, which are attached hereto and/or incorporated by reference. The Grantee acknowledges that receipt of this Grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm or by contacting the Department’s Grant Manager.

The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-107**, attached hereto and made a part hereof. Upon satisfactory approval by the Department, the Department will issue written “Notice to Commence” to the Grantee. Unless and until the Department issues

the "Notice to Commence" authorizing Grantee to commence the Project, the Department shall not be obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind, which were incurred prior to the "Notice to Commence", except for eligible Pre-Agreement Expenses as more fully described in Subsection 62D-5.054(34), F.A.C.

2. PERIOD OF AGREEMENT:

This Agreement shall be effective upon execution by both Parties and remain in effect for a period of three (3) years from the date of the State of Florida's ("State") fiscal year in which funds are appropriated, July 1, 2016, until midnight on June 30, 2019, inclusive. If Project is not completed by midnight on June 30, 2019, then this Agreement shall be terminated and the Project funds shall revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.). The Grantee shall be entitled to reimbursement of eligible Pre-Agreement Expenses for expenses incurred on or after July 1, 2016, until the effective date of full execution of this Agreement.

3. FUNDING/CONSIDERATION/INVOICING:

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for costs pursuant to FRDAP guidelines regarding Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project completion date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of state funds, hereby adopted and incorporated by reference.

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of \$100,000.00 towards the total estimated Project cost of \$133,333.00. The Parties acknowledge and agree that this Agreement requires at least a twenty-five percent (25%) match on the part of the Grantee. Grantee is responsible for providing \$33,333.00. through cash, in-kind service costs, or land value as more fully defined in Subsection 62D-5.055(4), F.A.C., towards the Project. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Paragraph 3.E., are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or, changes to the cumulative amount of funding transfers between approved budget categories, as defined in Paragraph 3.E., exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project Costs upon the completion, submittal and approval of each Deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, Payment Request Summary Form, DRP-115**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for

amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department within sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment.

D. Project Costs, Pre-Agreement Expenses and Cost Limits:

- i. Project Costs shall be reimbursed as provided for pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project Costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project completion date as set forth in the Project Completion Certification determined and identified herein. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches and Project signs are eligible Project Costs. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- ii. Pre-Agreement Expenses, pursuant to Subsection 62D-5.054(34), F.A.C., means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of a project agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- iii. Cost Limits, pursuant to paragraph 62D-5.058(2)(b), F.A.C., allows for Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees, as eligible Project Costs provided that such costs do not exceed fifteen percent (15%) of the Project cost.

E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The **Payment Request Summary Form, Attachment C**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee’s employees, as listed on the Grantee’s approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
- ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
 - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
- iii. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general

and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of Paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - iv. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
 - v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is governed by Paragraph 23 of this Agreement.
 - vi. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- F. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State

guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

- G.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) is received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The Department's performance and obligation to award program grants are contingent upon an annual allocation from the Recommended Application Priority List and/or appropriation by the Florida Legislature. The Department shall distribute FRDAP funds as reimbursement grants to applicants eligible pursuant to Rule 62D-5.055, F.A.C. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

The Grantee shall utilize **Attachment E, Project Status Report Form, DRP-109**, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

The Department shall retain ten percent (10%) of the grant until the Project has been completed and approved by the Department. Upon completion of the Project and prior to the release of the final payment the Grantee shall submit all documents described in **Attachment F, Completion Documentation Checklist, DRP-111**, to the Department and the Department shall approve the completion of such documentation, pursuant to FRDAP requirements and additionally set forth in paragraph 62D-5.058(7)(d), F.A.C., in order for the Grantee to receive the retained ten percent (10%).

The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the Project is open and available for use by the public. In order to certify completion, the Grantee shall submit to the Department **Attachment G, Project Completion Certification, DRP-112**. The Project must be designated complete prior to release of final reimbursement.

8. **INDEMNIFICATION:**

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an Amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. REMEDIES/FINANCIAL CONSEQUENCES:

- A. No payment will be made for fees, costs, general expenses of any kind and any other costs associated with Deliverables completed or incurred prior to Grantee receiving a Department issued "Notice to Commence". No payment will be made for Deliverables deemed unsatisfactory by the Department. In the event that a Deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
- i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- B. If the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule 62D-5.059, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department shall declare the Grantee ineligible for further participation in FRDAP until such time as compliance has been obtained.

11. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- C. The Grantee agrees that if any litigation, claim, or audit commences before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

12. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding Paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment H, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment H** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment H**. A revised copy of **Exhibit 1** must be provided to the Grantee for each Amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in Paragraph 19 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa/>
- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to Paragraph 3.E. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

14. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.

15. SIGNAGE:

The Grantee shall erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign shall be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

16. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

17. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

18. NOTICE:

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under Paragraph 19.

19. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Tamika Bass or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2501
E-mail Address:	Tamika.Bass@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Mr. Ronald Neibert or Successor	
City Manager	
City of Eustis	
10 North Grove Street	
Eustis, FL 32726	
Telephone No.:	352-483-5430
Fax No.:	352-357-1970
E-mail Address:	eustiscm@eustis.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to Paragraph 3.B. should include the updated Grant Manager information.

20. **INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager **prior to** performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subcontract or

subcontract issued for the performance of the work specified under this Agreement, unless such subgrant or subcontractor employees are covered by the protection afforded by the Grantee.

- i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
- ii. Commercial General Liability Insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
- iii. Commercial Automobile Liability Insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
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\$300,000	Hired and Non-owned Automobile Liability Coverage
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- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dllhwc/lcontac.htm>) or to the parties' insurance carrier.

21. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

24. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as

may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

25. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

26. LAND ACQUISITION:

Land Acquisition, where title to land acquired with FRDAP funds vest in a Grantee, is not authorized under the terms of this Agreement.

27. SITE DEDICATION:

- A. Grantee has an interest and/or right to real property, whereby FRDAP funding is appropriated to develop an approved public outdoor recreation project, as more fully described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement.

Land owned by Grantee, which is developed with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of Grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project completion date as set forth in the Project Completion Certification. The dedications must be recorded by Grantee in the official public property records. Any applicable recording fees are the sole responsibility of Grantee

- B. Should the Grantee's interest and/or right to the land referenced herein change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of such change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

28. PHYSICAL ACCESS AND INSPECTION:

Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

29. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.
- C. If Grantee meets the definition of “Contractor” found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under Section 119.10, F.S.
 - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.
- D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by**

telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

30. SCRUTINIZED COMPANIES:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

31. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

32. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

33. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF EUSTIS

By: [Signature]
Signature of Person Authorized to Sign

Ronald R. Neibert, City Mgr.
Print Name and Title

Date: 2-2-2017

Address:

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Secretary or designee

Bryan Bradner
Print Name and Title

Date: 2-8-17

Attest: [Signature]

By: Mary C. Montez

[Signature]
Grantee Attorney

Approved as to form and legality:

[Signature]
DEP Attorney

FEID No.: 59-6000316

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement (web links provided, when available):

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist – DRP-107 (2 pages)</u> <u>(http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form – DRP-115 (2 Pages)</u> <u>(http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report Form – DRP-109 (2 Pages)</u> <u>(http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf)</u>
<u>Attachment</u>	<u>F</u>	<u>Completion Documentation Checklist – DPR-111 (2 Pages)</u> <u>(http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf)</u>

DEP Agreement No.: A7136, Page 15 of 16
FRDAP_FY16-17

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF EUSTIS

**STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

By: _____
Signature of Person Authorized to Sign

By: _____
Secretary or designee

Print Name and Title

Print Name and Title

Date: _____

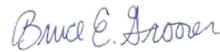
Date: _____

Address: _____

Attest: _____

By: _____

Approved as to form and legality:



Grantee Attorney

DEP Attorney

FEID No.: **59-6000316**

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

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<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form – <i>DRP-115</i> (2 Pages)</u> <u>(http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
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<u>Attachment</u>	<u>G</u>	<u>Project Completion Certification – <i>DRP-112</i> (2 Pages)</u> <u>(http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf)</u>
<u>Attachment</u>	<u>H</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u><i>Attachment Intentionally Excluded</i></u>

ATTACHMENT A
PROJECT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Sunset Park, Phase I

Grantee Name: City of Eustis

FRDAP Project # A17136

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Application Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 1 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.¹

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 500 W. Ward Avenue, Eustis, FL 32726 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(b), F.A.C.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match will be provided by cash, in-kind service costs, and/or land value. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$100,000.00
Required Grantee Match Amount:	\$33,333.00
Total Estimated Project Cost:	\$133,333.00
Match Ratio:	25 %

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1. Development of Commencement Documentation Checklist (DRP-107), which includes: A professional site plan;	DELIVERABLE 1 The Department will issue "Notice to Commence" upon receipt and approval of:	180 calendar days after Execution of Agreement ²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

• Commencement Certification (DRP-108); • A boundary survey; • Results of title search or the opinion prepared by the member of the Florida Bar Association or Licensed title insurer; and • A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s) If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-107), and will be required prior to commencement.	1.A. All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (DRP-107) 1.B. Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s) Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.		
TASK 2 2.A. Development of Primary Project Element, which includes: Renovation of tennis court, new skateboard park, and renovate parking area. Grant Writing, Administration, Engineering and Property Survey. 2.B. Development of Completion of Documentation Checklist (DRP-111), which includes: • Project Completion Certification (DRP-112) • Final “As-Built” site plan • Florida Park Inventory Form • Project Photographs • Notice of Limitation of Use/Site Dedication (DRP-113)	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.B. Final Status Report The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	Due April 30, 2019, which shall also be the Project completion date³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.

Project Task Performance Standard: The Department’s Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. FRDAP documentation is available at http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.



Florida Department of Environmental Protection

ATTACHMENT D FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM CONTRACT PAYMENT REQUIREMENTS

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT H

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR § 200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1698A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund	2016-2017	37.017	Florida Recreation Development Assistance Program	\$100,000.00	140002

Total Award	\$100,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION NO. 19-17: DEDICATION OF CARVER PARK AS AN OUTDOOR RECREATIONAL SITE FOR THE USE AND BENEFIT OF THE GENERAL PUBLIC

Introduction:

Resolution No. 19-17 approves the dedication of Carver Park as an outdoor recreational site for the use and benefit of the general public.

Background:

Carver Park's recent redevelopment was funded in part by a Florida Recreation Development Assistance Program Grant (FRDAP). In accordance with State requirements for program compliance, "Land owned by the grantee, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public". This dedication must be recorded in the public property records by the City of Eustis.

Recommended Action:

Staff recommends approval of Resolution No. 19-17.

Alternatives:

1. Approve Resolution No. 19-17
2. Reject Resolution No. 19-17

Discussion of Alternatives:

1. Alternative 1 would approve Resolution No. 19-17.

Advantages:

The City will be in compliance with State regulations regarding FRDAP grants.

Disadvantages:

None

2. Alternative 2 would reject Resolution No. 19-17

Advantages:

None

Disadvantages:

Rejection would put the City of Eustis out of compliance for the FRDAP grant and jeopardize the State's funding.

Reviewed By:

Rick Gierok, P.E., Director of Public Works

Prepared By:

Sally Mayer, Administrative Assistant – Public Utilities

Attachments:

- FL Department of Environmental Protection form DRP-113: Notice of Limitation of Use/Site Dedication
- DEP Agreement No. A7065

Budget Impact:

The State of Florida FRDAP program will pay the City of Eustis on a cost-reimbursement basis up to a maximum of \$50,000 for the upgrade of Carver Park. The City of Eustis will not be reimbursed these funds if found to be out of compliance with State regulations.

Attachments:

[Resolution No. 19-17](#)

[Notice of Limitation of Use Site Dedication Carver Park](#)

[Carver Park Phase 1 FRDAP-executed](#)

Reviewed by:

Ronald Neibert, City Manager

Approved - 01 Feb 2019

Mary Montez, City Clerk

Approved - 01 Feb 2019

RESOLUTION NO. 19-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING THE DEDICATION OF CARVER PARK AS AN OUTDOOR RECREATIONAL SITE FOR THE USE AND BENEFIT OF THE GENERAL PUBLIC.

WHEREAS, the City of Eustis was awarded a Florida Recreation Development Assistance Program (FRDAP) Grant to upgrade Carver Park; and

WHEREAS, compliance of the FRDAP program requires land owned by the grantee, City of Eustis, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public; and

WHEREAS, the City of Eustis desires to stay within compliance of the FRDAP requirements.

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

- (1) The Mayor of Eustis, Florida is hereby authorized to execute the Florida Department of Environmental Protection Form DRP-113: Notice of Limitation of Use / Site Dedication.
- (2) The City Clerk shall record this Dedication in the Public Property Records.

DONE AND RESOLVED this 7th day of February 2017, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-17 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk



Florida Department of Environmental Protection

NOTICE OF LIMITATION OF USE / SITE DEDICATION

Required Signatures: Original Ink Notarized Signature

Recording Instrument Information:

Park Name: Carver Park, Eustis, Florida

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property identified in the project boundary map and legal description, attached hereto as Exhibit "A" (the "Property"), has been acquired by or developed with financial assistance provided by the Florida Legislature, through the Department of Environmental Protection, under the following grant programs:

- **Florida Recreation Development Assistance Program (FRDAP):**
In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., Subsection 62D-5.059 and the following constitutes the general requirements for program compliance: SITE DEDICATION – "Land owned by the grantee, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of the grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of 25 years from the completion date set forth in the project completion certificate. The dedications must be recorded in the public property records by the grantee."
- **Land and Water Conservation Fund (LWCF):**
In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., Subsection 62D-5.070(12-16) and the following constitutes the general requirements for program compliance: SITE DEDICATION - "Land owned by the grantee, which is developed or acquired with LWCF funds, shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land which is leased from the federal government or another public agency by grantee must include safeguards to ensure the perpetual use requirement contained in the Land and Water Conservation Fund Act. Safeguards include such things as joint sponsorship of the project or an agreement between the parties that the lessor would assume compliance responsibility for the project site in the event of default by the lessee (grantee) or termination or expiration of the lease. These dedications must be recorded in the county's public property records by the grantee."

DEDICATOR

Original signature

Witness

Printed Name: _____

Printed Name: _____

Witness

Printed Name: _____

Title: _____

STATE OF FLORIDA COUNTY OF _____

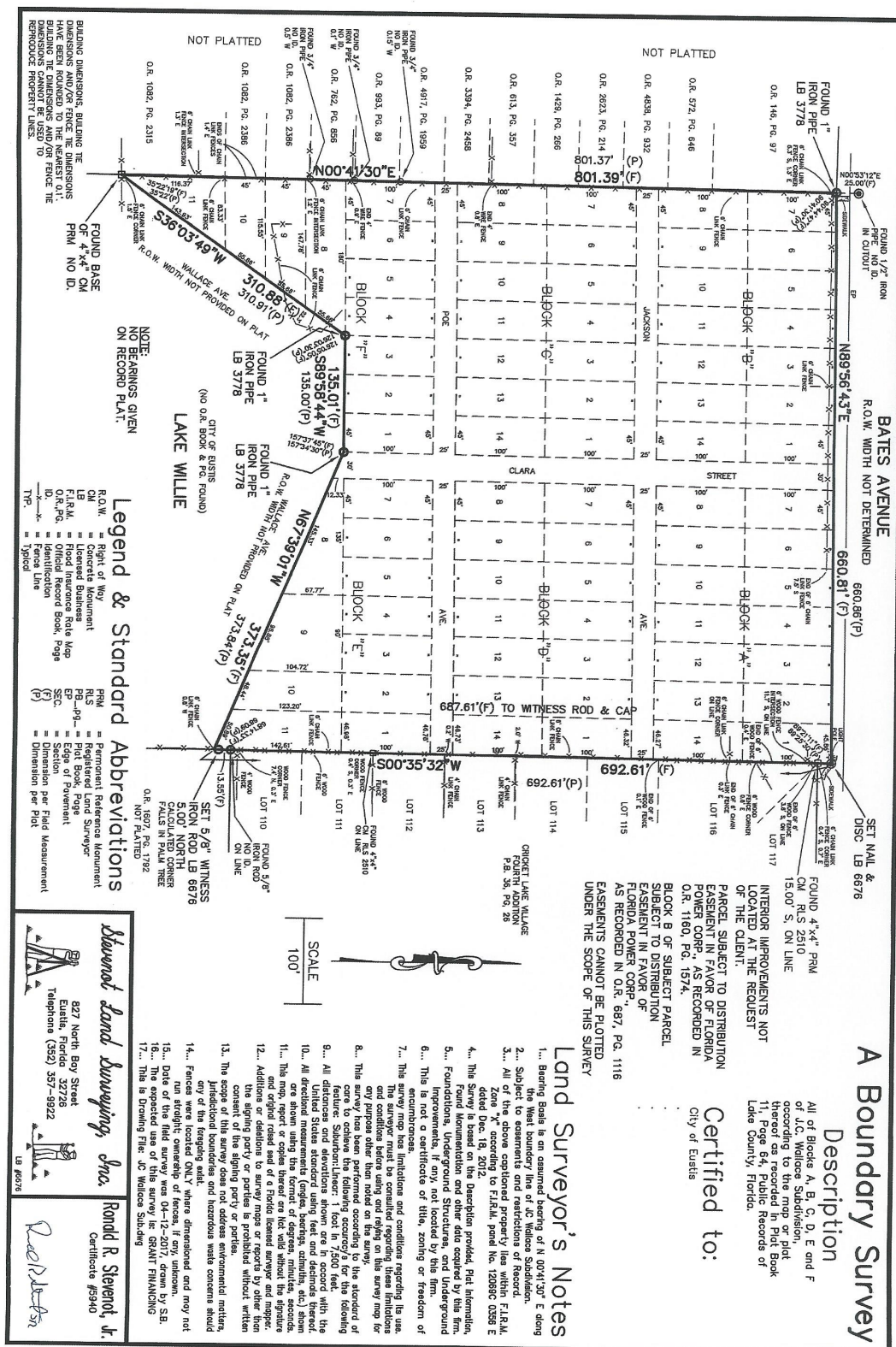
The foregoing instrument was acknowledged before me on _____

by _____, who is personally known to me or who produced

_____ as identification.

Stamp:

Notary Public, State of Florida





Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Ryan E. Matthews
Interim Secretary

February 20, 2017

Mr. Ronald Neibert
City Manager
City of Eustis
10 North Grove Street
Eustis, FL 32726

Re: Carver Park, Phase I
(FRDAP) Project No. A17065

Dear Mr. Neibert:

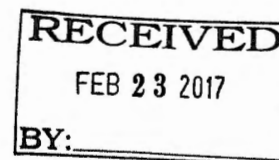
The attached contains the fully executed grant agreement for the above referenced project.

Please visit our website at www.dep.state.fl.us/parks/OIRS, to read and familiarize yourself with the FRDAP Administrative Rule, the required Commencement Documentation Checklist, as well as the Project Status Report Form. This information has been provided on the website for your review, as it will be extremely helpful and ensures compliance with the administrative requirements of this grant.

In addition, the Project Completion Documentation Checklist and the Reimbursement Schedules can be found on our website when that time approaches.

Reminders:

1. Construction cannot begin until all project commencement documentation has been submitted and approved by this office. This process should be completed 180 days from the execution of your grant agreement (by 8/17/2017). Once again, the **commencement checklist** and other forms may be found at www.dep.state.fl.us/parks/oirs under **FRDAP Administrative Forms**.
2. Quarterly status reports are required - January 5, May 5, and September 5. Please be sure to summarize work accomplished, problems encountered (if any), and provide color photographs of development progression.
3. The Department will not process your reimbursements request until the Grantee completes the project and staff reviews and approves all Completion Documentation and the final as-built product.



Mr. Ronald Neibert
Page Two
February 20, 2017

4. The project should be completed before the completion date set forth in the grant agreement (**June 30, 2019**) and all reimbursement requests and closeout documents submitted within thirty days after completion.

If you have any questions, please contact our office at (850) 245-2501. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, reading "Tamika Bass". The signature is written in a cursive, flowing style.

Tamika Bass
Community Assistant Consultant
Land and Recreation Grants Section
Office of Operations
Florida Department of Environmental Protection
Mail Station #585

DEP AGREEMENT NO. A7065

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1698A OF THE FY2016-2017 GENERAL APPROPRIATIONS ACT
FOR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the **CITY OF EUSTIS**, whose address is 10 North Grove Street, Eustis, Florida 32726 (hereinafter referred to as "Grantee"), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as Carver Park, Phase I, Project Number A17065 (hereinafter referred to as the "Project"). Collectively, the Department and the Grantee may be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

WHEREAS, the Department is authorized to administer the Florida Recreation Development Assistance Program (FRDAP), in accordance with Section 375.075, F.S.; and,

WHEREAS, pursuant to Subsection 62D-5.055(5), Florida Administrative Code (F.A.C.), this Project, as it appears on the Recommended Application Priority List for Fiscal Year (FY) 2016-17, was approved by the Secretary of the Department, submitted to the Executive Office of the Governor and to the Florida House and Senate Appropriations Committee for funding consideration, and was awarded FRDAP funds for the development of land for public outdoor recreation purposes; and,

WHEREAS, the Grantee, as a recipient of the FRDAP grant funds, administered and monitored by the Department, is responsible for complying with all federal and state laws and local rules and regulations during performance of its activities pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to Section 375.075, F.S., and Chapter 62D-5, F.A.C., the Parties hereto agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits named herein, which are attached hereto and/or incorporated by reference. The Grantee acknowledges that receipt of this Grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm or by contacting the Department's Grant Manager.

The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-107**, attached hereto and made a part hereof. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee. Unless and until the Department issues

the "Notice to Commence" authorizing Grantee to commence the Project, the Department shall not be obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind, which were incurred prior to the "Notice to Commence", except for eligible Pre-Agreement Expenses as more fully described in Subsection 62D-5.054(34), F.A.C.

2. **PERIOD OF AGREEMENT:**

This Agreement shall be effective upon execution by both Parties and remain in effect for a period of three (3) years from the date of the State of Florida's ("State") fiscal year in which funds are appropriated, July 1, 2016, until midnight on June 30, 2019, inclusive. If Project is not completed by midnight on June 30, 2019, then this Agreement shall be terminated and the Project funds shall revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.). The Grantee shall be entitled to reimbursement of eligible Pre-Agreement Expenses for expenses incurred on or after July 1, 2016, until the effective date of full execution of this Agreement.

3. **FUNDING/CONSIDERATION/INVOICING:**

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for costs pursuant to FRDAP guidelines regarding Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project completion date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of state funds, hereby adopted and incorporated by reference.

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$50,000.00. The Parties acknowledge and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Paragraph 3.E., are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or, changes to the cumulative amount of funding transfers between approved budget categories, as defined in Paragraph 3.E., exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project Costs upon the completion, submittal and approval of each Deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, Payment Request Summary Form, DRP-115**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department within sixty (60)

calendar days following the completion date of the Agreement, to assure the availability of funds for payment.

D. Project Costs, Pre-Agreement Expenses and Cost Limits:

- i. Project Costs shall be reimbursed as provided for pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project Costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project completion date as set forth in the Project Completion Certification determined and identified herein. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches and Project signs are eligible Project Costs. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- ii. Pre-Agreement Expenses, pursuant to Subsection 62D-5.054(34), F.A.C., means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of a project agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- iii. Cost Limits, pursuant to paragraph 62D-5.058(2)(b), F.A.C., allows for Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees, as eligible Project Costs provided that such costs do not exceed fifteen percent (15%) of the Project cost.

E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The **Payment Request Summary Form, Attachment C**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed on the Grantee's approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
- ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
 - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
- iii. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the

Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of Paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - iv. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
 - v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is governed by Paragraph 23 of this Agreement.
 - vi. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- F. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

- G. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) is received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The Department's performance and obligation to award program grants are contingent upon an annual allocation from the Recommended Application Priority List and/or appropriation by the Florida Legislature. The Department shall distribute FRDAP funds as reimbursement grants to applicants eligible pursuant to Rule 62D-5.055, F.A.C. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

The Grantee shall utilize **Attachment E, Project Status Report Form, DRP-109**, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

The Department shall retain ten percent (10%) of the grant until the Project has been completed and approved by the Department. Upon completion of the Project and prior to the release of the final payment the Grantee shall submit all documents described in **Attachment F, Completion Documentation Checklist, DRP-111**, to the Department and the Department shall approve the completion of such documentation, pursuant to FRDAP requirements and additionally set forth in paragraph 62D-5.058(7)(d), F.A.C., in order for the Grantee to receive the retained ten percent (10%).

The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the Project is open and available for use by the public. In order to certify completion, the Grantee shall submit to the Department **Attachment G, Project Completion Certification, DRP-112**. The Project must be designated complete prior to release of final reimbursement.

8. **INDEMNIFICATION:**

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an Amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. **REMEDIES/FINANCIAL CONSEQUENCES:**

- A. No payment will be made for fees, costs, general expenses of any kind and any other costs associated with Deliverables completed or incurred prior to Grantee receiving a Department issued "Notice to Commence". No payment will be made for Deliverables deemed unsatisfactory by the Department. In the event that a Deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a

satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- B. If the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule 62D-5.059, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department shall declare the Grantee ineligible for further participation in FRDAP until such time as compliance has been obtained.

11. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- C. The Grantee agrees that if any litigation, claim, or audit commences before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

12. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding Paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment H, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment H** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment H**. A revised copy of **Exhibit 1** must be provided to the Grantee for each Amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in Paragraph 19 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa/>

- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to Paragraph 3.E. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

14. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;

- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.

15. SIGNAGE:

The Grantee shall erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign shall be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

16. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

17. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

18. NOTICE:

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under Paragraph 19.

19. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Tamika Bass or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2501
E-mail Address:	Tamika.Bass@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Mr. Ronald Neibert or Successor	
City Manager	
City of Eustis	
10 North Grove Street	
Eustis, FL 32726	
Telephone No.:	352-483-5430
Fax No.:	352-357-1970
E-mail Address:	eustiscm@eustis.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to Paragraph 3.B. should include the updated Grant Manager information.

20. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subgrant or subcontract issued for the performance of the work specified under this Agreement, unless such subgrant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability Insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability Insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
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\$300,000	Hired and Non-owned Automobile Liability Coverage
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- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwcl/lscontac.htm>) or to the parties' insurance carrier.

21. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

24. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

25. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with

any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

26. LAND ACQUISITION:

Land Acquisition, where title to land acquired with FRDAP funds vest in a Grantee, is not authorized under the terms of this Agreement.

27. SITE DEDICATION:

- A. Grantee has an interest and/or right to real property, whereby FRDAP funding is appropriated to develop an approved public outdoor recreation project, as more fully described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement.

Land owned by Grantee, which is developed with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of Grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project completion date as set forth in the Project Completion Certification. The dedications must be recorded by Grantee in the official public property records. Any applicable recording fees are the sole responsibility of Grantee

- B. Should the Grantee's interest and/or right to the land referenced herein change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of such change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

28. PHYSICAL ACCESS AND INSPECTION:

Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

29. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

- C. If Grantee meets the definition of "Contractor" found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under Section 119.10, F.S.
 - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.

- D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:**

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

30. SCRUTINIZED COMPANIES:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

31. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

32. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

33. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF EUSTIS

By: Ronald R. Neibert
Signature of Person Authorized to Sign

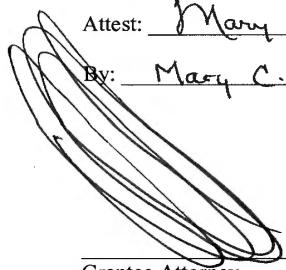
Ronald R. Neibert
Print Name and Title

Date: 2-10-2017

Address: 10 N. Grove St.
Eustis FL 32726

Attest: Mary C. Mantez

By: Mary C. Mantez



Grantee Attorney

**STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

By: Bryan Bradner
Secretary or designee

Bryan Bradner
Print Name and Title

Date: 2-17-17

FEID No.: 59-6000316

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement (web links provided, when available):

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist – DRP-107 (2 pages)</u> (http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf)
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form – DRP-115 (2 Pages)</u> (http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf)
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report Form – DRP-109 (2 Pages)</u> (http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf)
<u>Attachment</u>	<u>F</u>	<u>Completion Documentation Checklist – DPR-111 (2 Pages)</u> (http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf)

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<u>Attachment</u>	<u>G</u>	<u>Project Completion Certification – DRP-112 (2 Pages)</u> <u>(http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf)</u>
<u>Attachment</u>	<u>H</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>I</u>	<u>Attachment Intentionally Excluded</u>

ATTACHMENT A
PROJECT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Carver Park, Phase I

Grantee Name: City of Eustis

FRDAP Project # A17065

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Application Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 1 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.¹

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 2214 E. Bates Avenue, Eustis, FL 32726 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match will be provided by cash, in-kind service costs, and/or land value. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$50,000.00
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$50,000.00
Match Ratio:	0 %

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1. Development of Commencement Documentation Checklist (DRP-107), which includes: A professional site plan;	DELIVERABLE 1 The Department will issue "Notice to Commence" upon receipt and approval of:	180 calendar days after Execution of Agreement ²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

• Commencement Certification (DRP-108); • A boundary survey; • Results of title search or the opinion prepared by the member of the Florida Bar Association or Licensed title insurer; and • A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s) If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-107), and will be required prior to commencement.	1.A. All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (DRP-107) 1.B. Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s) Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.		
TASK 2 2.A. Development of Primary Project Element, which includes: Renovation of playground, basketball court, softball field, parking area. Grant Writing, Administration, Engineering and Property Survey. 2.B. Development of Completion of Documentation Checklist (DRP-111), which includes: • Project Completion Certification (DRP-112) • Final “As-Built” site plan • Florida Park Inventory Form • Project Photographs • Notice of Limitation of Use/Site Dedication (DRP-113)	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.B. Final Status Report The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	Due April 30, 2019, which shall also be the Project completion date³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.

Project Task Performance Standard: The Department’s Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. FRDAP documentation is available at http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.



Florida Department of Environmental Protection

ATTACHMENT D
FLORIDA RECREATION DEVELOPMENT ASSISTANCE
PROGRAM
CONTRACT PAYMENT REQUIREMENTS

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT H

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR § 200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1698A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund	2016-2017	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

Total Award					\$50,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



City of Eustis

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

Staff Report

TO: EUSTIS CITY COMMISSION
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION NO. 19-18: REDUCTION OF CODE ENFORCEMENT FINE/RELEASE OF LIEN - 345 N. GROVE ST., CASE #16-00826

Introduction:

Resolution No. 19-18 approves a Code Enforcement Board (CEB) Order reducing an outstanding code enforcement fine from \$5,700 to \$0 and releases the lien against 345 North Grove Street.

Background:

See attached Staff Report.

Recommended Action:

The administration recommends approval of Resolution No. 19-18.

Attachments:

[Staff Report Res. No. 19-18](#)
[Resolution No. 19-18](#)
[Reduction of Fine application](#)
[Notice of Lis Pendens](#)
[Pictures](#)
[Violation Detail](#)
[Florida Statute 695.11](#)

Reviewed by:



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD NEIBERT, CITY MANAGER

DATE: FEBRUARY 7, 2019

RE: RESOLUTION NO. 19-18
REDUCTION OF CODE ENFORCEMENT FINE/RELEASE OF LIEN
345 NORTH GROVE STREET
CODE ENFORCEMENT CASE 16-00826

Introduction:

Resolution No. 19-18 approves a Code Enforcement Board (CEB) Order reducing an outstanding code enforcement fine from \$5,700 to \$0 and releases the lien against 345 North Grove Street.

Recommended Action:

The administration recommends approval of Resolution No. 19-18.

Background:

1. Code Board Action:

On January 14, 2019, the Code Enforcement Board reviewed an application for a reduction of fine submitted by Tzimon Barto, Executor of the Estate of John B. & Evelyn Smith, owners of 345 North Grove Street. The Board approved the request for a full reduction of the fine after discussion of the Smith's dedication to the City of Eustis and due to the current status of their Estate as explained by the applicant's statement in the application.

2. Case History:

On February 15, 2017, a Notice of Violation/Hearing was issued for the following violations of City Code:

- Grass or weeds overgrown to a height of twelve inches or more from the ground.
- Accumulation of fallen dead tree branches on property.

The notice required that the property owner take the following corrective actions by February 27, 2017:

- Mow the property and the adjoining public right-of-way.
- Remove all fallen dead tree branches from the property.

On March 13, 2017, the Code Enforcement Board issued an Order of Enforcement requiring the property owners to achieve compliance by March 23, 2017 or a fine of \$75 per day of non-compliance would be imposed.

On April 17, 2017, the Code Enforcement Board imposed the \$75 per day fine because the property owners failed to bring the violation into compliance. The property remained in violation for 75 days after the date specified by the Board, resulting in a total fine of \$5,700

On January 7, 2019, a written request for the Code Enforcement Board to reduce the total accrued fine was submitted in order to make it possible for the property to be sold in the coming weeks to payoff Creditor's.

In addition, on November 19, 2018, the primary lien holder filed a Notice of Lis Pendens in Circuit Court to foreclose on the property.

A more detailed breakdown and timeline of this case is attached. (See violation detail).

Alternatives

1. Approve Resolution No. 19-18.
2. Deny Resolution No. 19-18.

Discussion of Alternatives:

1. Alternative 1 approves Resolution No. 19-18 approving a full reduction of the accrued fine and releases the code enforcement lien recorded against 345 North Grove Street.

Advantages:

- The action would make it possible for the Executor of the Estate to sell the property so the proceeds of the sell can go towards Creditors and avoid foreclosure of the property.
- The action is consistent with previous City Commission actions and CEB recommendations.

Disadvantages:

- The City would lose the opportunity to possibly collect the full \$5,700 fine.

2. Alternative 2 denies Resolution No. 19-18 and maintains the lien against the subject property.

Advantages:

- The City could possibly collect the full \$5,700 fine, which is unlikely because if the foreclosure action is successful, the City's interest will be invalidated in accordance with Florida Statutes 695.11.

Disadvantages:

- The Executor of the Estate cannot sell the property until the full lien is satisfied, which would result in foreclosure of the property by the primary interest holder.

Community Input

No adjacent property owners attended the Code Enforcement Hearings.

Budget / Staff Impact:

If the Resolution is approved, the City would not receive any portion of the accrued fines.

Reviewed By:

Lori Barnes, AICP, Development Services Director

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments:

- Resolution No. 19-18
- Application for reduction of fine submitted by Executor of Estate
- Florida Statute 695.11
- Violation Detail
- Notice of Lis Pendens
- Pictures

RESOLUTION NO. 19-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; PROVIDING FOR A REDUCTION OF OUTSTANDING CODE ENFORCEMENT FINES AND RELEASE OF LIEN AGAINST 345 NORTH GROVE STREET.

WHEREAS, the City of Eustis, Florida established a code enforcement fine against the following described property under Case No. 16-00826 against John B. Smith and Evelyn H. Smith, current property owners, for failing to comply with City Ordinances:

EUSTIS N 122 FT OF W 66 FT OF E 264 FT OF BLK 16 PB 1 PG 79 ORB
4570 PG 2219, and

WHEREAS, on July 11, 2017, the City of Eustis, Florida, a Florida municipal Corporation, recorded a Code Enforcement Lien against the subject property; and

WHEREAS, the property was in violation of city code for 75 days before being brought into compliance; and

WHEREAS, the daily fines accrued to \$5,700; and

WHEREAS, Tzimon Barto, Executor of the Estate of John B. and Evelyn Smith, submitted an application requesting that the fines be reduced to \$0; and

WHEREAS, On January 14, 2019, the Code Enforcement Board reviewed the request and recommended that the City Commission reduce the fines to \$0.

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

Section 1: That the outstanding fine of \$5,700 assessed for Code Enforcement Case No. 16-00826 shall be reduced to \$0.

Section 2: That the recorded lien against the subject property shall be released.

DONE AND RESOLVED this 7th day of February, 2019, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

Notary Public - State of Florida

My Commission Expires: _____

Notary Serial No: _____

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Descriptions.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-18 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 and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk

Case No. Rename & then Enter Case #

16-00826



APPLICATION FOR REDUCTION OF CODE ENFORCEMENT FINE

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH. FAILURE TO BE TRUTHFUL IS A VIOLATION OF FLORIDA STATUTES PERTAINING TO PERJURY, WHICH IS A FELONY PUNISHABLE BY UP TO 15 YEARS IMPRISONMENT.

INSTRUCTIONS: Please complete both pages of this form. Be specific when writing your statement. **Return the original completed form** in person to the Code Enforcement office located at 4 North Grove Street, Eustis, FL, or by U.S. Mail at P.O. Drawer 68, Eustis, FL 32727 **no later than 5:00 p.m., Enter day of week, Enter Month, Date, Year.** Attn: City of Eustis, Code Enforcement Department. In lieu of hand delivery or mailing, you may fax a copy of the completed form to (352) 357-4177, or email to codeenforcement@ci.eustis.fl.us.

APPLICATION BECOMES VOID IF NOT SUBMITTED BY DEADLINE

If original completed form is received by the deadline, the request will be presented to the Code Enforcement Board (CEB) at the next regularly scheduled hearing on **Enter Month, Date, Year of CEB hearing.**

If you have any questions, please call the Code Enforcement Office at (352) 483-5464 or email codeenforcement@ci.eustis.fl.us.

Property Owner Name: Smith John B + Evelyn A Phone: 352-552-2163
Address: 812 JEFFERIS CT. FAX: _____
City: EUSTIS State: FL Zip: 32726
E-mail: BARTOSMITH@EARTHLINK.NET

If the property owner is unable to complete this form, list name of person who is authorized to act for the Property Owner and their relationship. _____

Address or location of property where violation existed: 345 North Grove St.

Date violation brought into compliance: UNSURE, EST. 2/2017

Date Code Enforcement Office called to request re-inspection: UNSURE, EST. 2/2017

Total Accrued Fine: \$ 5,700⁰⁰ Reduction Request Amount: \$ T6 - 0 \$

On Page 2, explain reason (in detail) the reason for requesting a reduction of fine and reason original compliance date was not met.

PLEASE NOTE: ENSURE YOUR POSITION IS CLEARLY STATED HEREIN, AS THE BOARD IS NOT OBLIGATED TO HEAR YOUR TESTIMONY AT THE HEARING.

Update file address:

C:\Users\MegaUser\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\A7Q1ZHDK\Application for Reduction of Fine WITHOUT COMMISSION APPROVAL.docx

PLEASE NOTE: ENSURE YOUR POSITION IS CLEARLY STATED HEREIN, AS THE BOARD IS NOT OBLIGATED TO HEAR YOUR TESTIMONY AT THE HEARING.

I, TZIMON BARTO do hereby submit this Application for Reduction of Code Enforcement Fine, and in support offer the following statement:

I am the executor of the estate of my parents, John B. & Evelyn Smith, owners of the property in question, who passed away last year after a long struggle with dementia and Parkinson's, respectively. My parent's business in Eustis closed in late 2016 after seventy-five years. My father continued to visit daily his empty office and tried to keep busy, however his mind was deteriorating fast, and he no longer enjoyed a full awareness of reality. My mother became bedridden and was put under 24-hour care. My father could not remember much, although, upon meeting some old friends, he would smile and seem to act normally. The decline of my parents worsened while I was living in Austria. I was ignorant of the true state of my father, who was attempting to take care of my mother and tend to the fallout of his bankruptcy. My parents have loved and have served proudly the city of Eustis for seventy-plus years. Their actions in the past have shown that they took good care of their obligations to the city above and beyond all else. Their love and passion for Eustis were unmatched. I wanted to share this personal information if only so you might empathize with them as if they were still alive. In sum, in the last year of his life, having lost his business, in the process of losing his wife and his faculties, my father simply did not enjoy the mental capacity to process the impact of lawn care and the city's code enforcement. I am traveling between my homes abroad and in Eustis in an effort to close my parents' estate. I have a buyer for this property who will be finalizing the purchase within the next couple of weeks. This signifies that there will be no foreclosure involved. As for myself, I am not receiving any funds from this sale: all those shall go to my father's creditors. With much gratitude for your consideration of my petition,

I remain respectfully yours,

Tzimon Barto aka Barto Smith

(Additional pages may be added if needed)

Date: 1-7-2019

Signed: Tzimon Barto

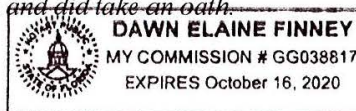
State of FLORIDA

Print Name: Tzimon Barto

County of LAKE

Personally appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, TZIMON BARTO who first being sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and have each produced a FLORIDA driver's license as identification and did take an oath.

Date: 1-7-2019



Notary Public

My Commission Expires:

Drivers License No. B630-800-63-002-0

Dawn Elaine Finney

Filing # 80852836 E-Filed 11/15/2018 01:28:06 PM

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA

E. PAUL BUNCH and SHARON J. BUNCH,
TRUSTEES, OR THEIR SUCCESSORS IN TRUST,
UNDER THE E. PAUL BUNCH LIVING TRUST,
DATED NOVEMBER 1, 2007, AND ANY
AMENDMENTS THERETO,

Plaintiffs,

v.

CASE NO.

ALL UNKNOWN HEIRS, CREDITORS, DEVISEES,
BENEFICIARIES, GRANTEES, ASSIGNEES, LIENORS,
TRUSTEES, AND ALL OTHER PARTIES CLAIMING
AN INTEREST BY, THROUGH, UNDER OR AGAINST
THE ESTATE OF JOHN B. SMITH A/K/A JOHNNY
BARTO SMITH, DECEASED; ALL UNKNOWN HEIRS,
CREDITORS, DEVISEES, BENEFICIARIES,
GRANTEES, ASSIGNEES, LIENORS, TRUSTEES, AND
ALL OTHER PARTIES CLAIMING AN INTEREST BY,
THROUGH, UNDER OR AGAINST THE ESTATE OF
EVELYN H. SMITH, DECEASED; TZIMON BARTO, AS
PERSONAL REPRESENTATIVE OF THE ESTATE OF
JOHN B. SMITH A/K/A JOHNNY BARTO SMITH;
TZIMON BARTO, INDIVIDUALLY; RATH/HARPER &
ASSOCIATES, INC. D/B/A RH MANAGEMENT AS
AGENT FOR THE OWNER; NEW ERA LENDING, LLC;
UNITED STATES OF AMERICA, DEPARTMENT OF
TREASURY; CLERK OF THE CIRCUIT COURT FOR
LAKE COUNTY, FLORIDA; PNC BANK, NATIONAL
ASSOCIATION; BERKLEY INSURANCE COMPANY;
and CITY OF EUSTIS, FLORIDA,

Defendants.

NOTICE OF LIS PENDENS

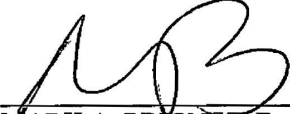
TO: ALL UNKNOWN HEIRS, CREDITORS, DEVISEES, BENEFICIARIES,
GRANTEES, ASSIGNEES, LIENORS, TRUSTEES, AND ALL OTHER PARTIES
CLAIMING AN INTEREST BY, THROUGH, UNDER OR AGAINST THE ESTATE OF
JOHN B. SMITH A/K/A JOHNNY BARTO SMITH, DECEASED; ALL UNKNOWN

HEIRS, CREDITORS, DEVISEES, BENEFICIARIES, GRANTEES, ASSIGNEES, LIENORS, TRUSTEES, AND ALL OTHER PARTIES CLAIMING AN INTEREST BY, THROUGH, UNDER OR AGAINST THE ESTATE OF EVELYN H. SMITH, DECEASED; TZIMON BARTO, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOHN B. SMITH A/K/A JOHNNY BARTO SMITH; TZIMON BARTO, INDIVIDUALLY; RATH/HARPER & ASSOCIATES, INC. D/B/A RH MANAGEMENT AS AGENT FOR THE OWNER; NEW ERA LENDING, LLC; UNITED STATES OF AMERICA, DEPARTMENT OF TREASURY; CLERK OF THE CIRCUIT COURT FOR LAKE COUNTY, FLORIDA; PNC BANK, NATIONAL ASSOCIATION; BERKLEY INSURANCE COMPANY; and CITY OF EUSTIS, FLORIDA, AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED of the commencement of an action against you to foreclose on the following described property in Lake County, Florida:

THE NORTH 122 FEET OF THE WEST 66 FEET OF THE EAST 264 FEET OF BLOCK 16, MAP OF THE TOWN OF EUSTIS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 79, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

DATED this 15 day of November, 2018.


MARK A. BRIONEZ, Esquire
Florida Bar No. 0793051
Brionez + Brionez, P.A.
P.O. Box 985
Tavares, FL 32778
352-432-4044
352-609-2876 - fax
Primary Email: MarkB@bblawfl.com
Secondary Email: DeniseH@bblawfl.com
Attorney for Plaintiffs

1



October 21, 2016

345 North Grove Street

2



October 21, 2016

Case #16-00826

3



February 8, 2017

345 North Grove Street

4



February 8, 2017

Case #16-00826

5



February 8, 2017

345 North Grove Street

6



February 8, 2017

Case #16-00826

7



February 8, 2017

345 North Grove Street

8



February 8, 2017

Case #16-00826

9



February 27, 2017

345 North Grove Street

10



February 27, 2017

Case #16-00826

11



March 24, 2017

345 North Grove Street

12



March 24, 2017

Case #16-00826

13



May 8, 2017

345 North Grove Street

14



May 8, 2017

Case #16-00826

15



May 8, 2017

345 North Grove Street

16



May 8, 2017

Case #16-00826

17



May 8, 2017

345 North Grove Street

18



May 8, 2017

Case #16-00826

19



June 8, 2017

345 North Grove Street

20



June, 2017

Case #16-00826

January 25, 2019
03:06 PM

CITY OF EUSTIS
Violation Detail

Page No: 1

Violation Id	Parcel Id	Property Loc	Owner Name	Owner Phone	Owner Email
16-00826	11-19-26-0100-016-00000	345 NORTH GROVE ST	SMITH JOHN B & EVELYN H		
343 N BAY ST, EUSTIS, FL 32726					

General:

Violation Date	Status	Status Date	Use Type	User Code	Cust Id	Customer Name	Complaint Phone	Complaint Email	Tenant Name	Tenant Phone	Tenant Email	Tenant Other
01/18/17	Completed	01/25/19										

Description:

Conditions:

Violation: Grass or weeds overgrown to a height of twelve inches or more from the ground.

Required Remedy: Mow the property and the adjoining public right-of-way.

Violation: Accumulation of fallen dead tree branches on property.

Required Remedy: Remove all fallen dead tree branches from the property.

Ordinances:

Ordinance Id	Description	Compliance Deadline
34-96A1	Section 34-96(a)(1): (a) No person who owns or occupies real property within the City shall maintain or cause to be maintained on the property a nuisance. Prohibited acts and required compliance measures include the following: (1) No person within the City shall allow property that person owns or occupies to become overgrown with grass or weeds to a height of 12 inches or more from the ground nor allow dead shrubs, bushes, branches, or trees to remain on such property.	02/01/17
34-97	Section 34-97: Regardless of whether they occupy the property, it shall be the duty of the owner of each lot, tract, or parcel of land within the City to reasonably regulate and effectively control excessive growths and accumulations as enumerated in Section 34-96 on the property and on the portion of the adjoining public right-of-way between the property and the street. It shall also be the duty of the owner to drain, regrade or fill any lot, tract or parcel, including swimming pools, which shall be unwholesome or unsanitary, have stagnant water, or be in such other condition as to be susceptible to producing disease.	

Fines:

January 25, 2019
03:06 PM

CITY OF EUSTIS
Violation Detail

Page No: 2

Status	Ordinance Id	Service Id	Total	Paid
WAIVED: 05/09/17	34-96A1	CE-LIEN Code Enforcement Lien	5,700.00	0.00

Activities:

Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time	Status
	INSP SURV	EM	08/03/16			Fail
Comment:	RE-INSPECTION	EM	08/09/16	09:30	10:00	Open
Comment:	CN MAILED		08/10/16			Open
Comment:	Letter returned not deliverable as addressed.					
	CN MAILED		08/23/16			Open
Comment:	Changed mailing address to their P.O. Box and mailed it again.					
	RE-INSPECTION	EM	09/07/16	03:00	03:30	Fail
Comment:	9-10-16: Letter mailed to P.O. Box returned, vacant, unable to forward.					
	RE-INSPECTION	EM	12/21/16			Fail
Comment:						

	CN MAILED		01/18/17		Open
Comment:	3rd CN mailed to 812 Jefferis Ct.				
	RE-INSPECTION	EM	02/08/17		Fail
Comment:					
	VN MAILED		02/15/17		Open
Comment:	Copy also mailed to 812 Jefferis Ct. Eustis, FL				
	7016 2070 0000 4271 8973				
	VN POSTED	EM	02/15/17 02:00	02:30	Pass
Comment:					
	VN RETURNED		02/18/17		Open
Comment:	UNABLE TO FORWARD. NOT DELIVERABLE AS ADDRESSED.				
	CONTACT	EM	02/24/17		Open
Comment:	John Smith called about his other property on Eustis Street. Advised him that this property had a violation also because of overgrown grass and fallen dead tree branches. 352-357-3136				
	VN INSP	EM	02/27/17 00:30	01:00	Fail
Comment:					
	NH1 INSP	EM	03/13/17 00:30	01:00	Fail
Comment:					
	FOF ISSUED		03/13/17		Open
Comment:	Comply by MARCH 23, 2017 or a fine of \$75 per day of occurrence will be imposed.				
	FOF INSP	ML	03/24/17 02:00	02:30	Fail
Comment:	Grass appears that it may have been mowed but none of the tree debris was removed.				
	NH2 MAILED		04/17/17		Open
Comment:					
	CONTACT	EM	04/21/17		Open
Comment:	John Smith called about an unrelated violation. Advised him that this violation still needed correcting and he acknowledged that he still needed to get it done.				
	NH2 INSP	EM	05/08/17 04:00	04:30	Fail
Comment:					
	CONTACT		05/08/17		Open
Comment:	John Smith called during CEB hearing to report that the property was mowed 2 or 3 days ago and is ready for inspection. 352-357-3136				
	CONTACT	EM	05/09/17		Open
Comment:	Called Mr. Smith and informed him that the property failed inspection because the cleanup was not complete. Particularly the parking lot and area along the fence line.				
	LIEN MAILED		05/10/17		Open
Comment:					
	RE-INSPECTION	EM	06/08/17 05:30	06:00	Fail
Comment:	COF REINSPECTION. Fine has accrued to \$5,700				
	LIEN RECORDED		07/11/17		Open
Comment:	ORB BK 4970 PG 471-472				
	RESCIND FINE		01/14/19		Pass
Comment:	CEB rescinded fine. Required City Commission Approval.				

Fine Totals:	
<u>Service Id</u>	<u>Total</u>
CE-LIEN Code Enforcement Lien	5,700.00
Grand Total:	5,700.00

Select Year:

The 2015 Florida Statutes

[Title XL](#)
REAL AND PERSONAL
PROPERTY

[Chapter 695](#)
RECORD OF CONVEYANCES OF REAL
ESTATE

[View Entire
Chapter](#)

695.11 Instruments deemed to be recorded from time of filing.—All instruments which are authorized or required to be recorded in the office of the clerk of the circuit court of any county in the State of Florida, and which are to be recorded in the “Official Records” as provided for under s. [28.222](#), and which are filed for recording on or after the effective date of this act, shall be deemed to have been officially accepted by the said officer, and officially recorded, at the time she or he affixed thereon the consecutive official register numbers required under s. [28.222](#), and at such time shall be notice to all persons. The sequence of such official numbers shall determine the priority of recordation. An instrument bearing the lower number in the then-current series of numbers shall have priority over any instrument bearing a higher number in the same series.

History.—s. 1, ch. 3592, 1885; RS 1977; GS 2488; RGS 3830; CGL 5708; s. 1, ch. 17217, 1935; s. 1, ch. 67-442; s. 766, ch. 97-102.

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City of Eustis

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

Staff Report

TO: EUSTIS CITY COMMISSION
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION NO. 19-19: REDUCTION OF CODE ENFORCEMENT FINE/RELEASE OF LIEN - 2014 E. BATES AVE., CASE #16-01093

Introduction:

Resolution No. 19-19 approves a Code Enforcement Board (CEB) Order reducing an outstanding code enforcement fine from \$1,650 to \$0 and releases the lien against 2014 East Bates Avenue.

Background:

See attached Staff Report.

Recommended Action:

The administration recommends approval of Resolution No. 19-19.

Attachments:

[Staff Report Res. No. 19-19](#)
[Resolution No. 19-19](#)
[Fine Reduction application](#)
[16-01093 Reduction CEB pics](#)
[Violation Detail Case 16-01093](#)
[Violation Detail Case 17-01386](#)

Reviewed by:



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD NEIBERT, CITY MANAGER

DATE: FEBRUARY 7, 2019

RE: RESOLUTION NO. 19-19
REDUCTION OF CODE ENFORCEMENT FINE/RELEASE OF LIEN
2014 EAST BATES AVENUE
CODE ENFORCEMENT CASE 16-01093

Introduction:

Resolution No. 19-19 approves a Code Enforcement Board (CEB) Order reducing an outstanding code enforcement fine from \$1,650 to \$0 and releases the lien against 2014 East Bates Avenue

Recommended Action:

The administration recommends approval of Resolution No. 19-19.

Background:

1. Code Board Action:

On January 14, 2019, the Code Enforcement Board reviewed an application for a reduction of fine submitted by Joseph Dorman, son of Blanford and Ada Dorman, owners of 2014 East Bates Avenue. The Board approved the request for a full reduction of the fine after hearing testimony from the Inspector stating the property owners evicted the tenant that was causing the property to be in violation after having to pay a \$634 fine in a 2017 repeat violator case.

2. Case History:

On February 21, 2016, a Notice of Recurring Violation/Hearing was issued for the following violations of City Code:

- Objects or items and accumulations placed or left outdoors that could become a breeding place for insects or vermin, or cause unpleasant odors or which is unsightly and an eyesore from adjoining properties or from the public right-of-way.

The notice required that the property owner take the following corrective action, but it did not give time to correct due to the recurring nature of the violation:

- Remove all objects or items and accumulations from the property, or
- Move it all inside a building or behind an opaque fence, wall or similar structure where it cannot become a breeding place for insects or vermin or cause unpleasant odors and is screened from view of adjoining properties or from the public right-of- way.

On December 12, 2016, the Code Enforcement Board issued an Order of Enforcement requiring the property owners to achieve compliance by December 22, 2016 or a fine of \$50 per day of non-compliance would be imposed.

On January 9, 2017, the Code Enforcement Board imposed the \$50 per day fine because the property owners failed to bring the violation into compliance. The property remained in violation for 33 days after the date specified by the Board, resulting in a total fine of \$1,650.

On May 8, 2017, the Code Enforcement Board denied a request for the reduction of fine because the property was found to be in violation again.

On January 30, 2018, a Notice of Repeat Violation/Hearing (Case 17-01386) was issued, which took 6 months to resolve resulting in over \$16,000 in fines. Once the property was in compliance, the Code Enforcement Board reduced the accrued fines to \$634 to recover administrative costs, which the property owner paid. This action did not require City Commission authorization because a lien had not yet been recorded against the property.

On January 1, 2019, the written request for the Code Enforcement Board to reduce the total accrued fine was submitted to the Code Enforcement Department.

A more detailed breakdown and timeline of this case is attached. (See violation detail).

Alternatives

1. Approve Resolution No. 19-19.
2. Deny Resolution No. 19-19.

Discussion of Alternatives:

1. Alternative 1 approves Resolution No. 19-19 approving a full reduction of the accrued fine and releases the code enforcement lien recorded against 2014 East Bates Avenue.

Advantages:

- The action would allow the property owner to obtain a release of lien without paying additional fines for code violations that were created by the previous tenant of the property.
- The action is consistent with previous City Commission actions and CEB recommendations.

Disadvantages:

- The City would lose the opportunity to possibly collect the full \$1,650 fine.
2. Alternative 2 denies Resolution No. 19-19 and maintains the lien against the subject property.

Advantages:

- The City could possibly collect the full fine of \$1,650.

Disadvantages:

- The property owner would bear the financial burden of paying the full fine.
- The property owner may not pay the full fine, and it would be too costly for the City to collect through legal action.

Community Input

No adjacent property owners attended the Code Enforcement Hearings.

Budget / Staff Impact:

If the Resolution is approved, the City would not receive any portion of the accrued fines.

Reviewed By:

Lori Barnes, AICP, Development Services Director

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments:

- Resolution No. 19-19
- Application for reduction of fine submitted by Executor of Estate
- Violation Detail, Case 16-01093
- Violation Detail, Case 17-01386
- Pictures

RESOLUTION NO. 19-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; PROVIDING FOR A REDUCTION OF OUTSTANDING CODE ENFORCEMENT FINES AND RELEASE OF LIEN AGAINST 2014 EAST BATES AVENUE.

WHEREAS, the City of Eustis, Florida established a code enforcement fine against the following described property under Case No. 16-01093 against Blanford Dorman and Ada Dorman, property owners, for failing to comply with City Ordinances:

W 50 FT OF E 280 FT OF N 140 FT OF NW 1/4 OF NE 1/4 ORB 1784 PG 1422, and

WHEREAS, on July 11, 2017, the City of Eustis, Florida, a Florida municipal corporation, recorded a Code Enforcement Lien against the subject property; and

WHEREAS, the property was in violation of city code for 33 days before being brought into compliance; and

WHEREAS, the daily fines accrued to \$1,650; and

WHEREAS, Joseph Dorman, son of the property owners, submitted an application requesting that the fines be reduced to \$0; and

WHEREAS, On January 14, 2019, the Code Enforcement Board reviewed the request and recommended that the City Commission reduce the fines to \$0.

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

Section 1: That the outstanding fine of \$1,650 assessed for Code Enforcement Case No. 16-01093 shall be reduced to \$0.

Section 2: That the recorded lien against the subject property shall be released.

DONE AND RESOLVED this 7th day of February, 2019, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

Notary Public - State of Florida

My Commission Expires: _____

Notary Serial No: _____

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Descriptions.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-19 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 and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk

Case No. 16-01093



APPLICATION FOR REDUCTION OF CODE ENFORCEMENT FINE

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH. FAILURE TO BE TRUTHFUL IS A VIOLATION OF FLORIDA STATUTES PERTAINING TO PERJURY, WHICH IS A FELONY PUNISHABLE BY UP TO 15 YEARS IMPRISONMENT.

INSTRUCTIONS: Please complete both pages of this form. Be specific when writing your statement. **Return the original completed form** in person to the Code Enforcement office located at 4 North Grove Street, Eustis, FL, or by U.S. Mail at P.O. Drawer 68, Eustis, FL 32727 **no later than 5:00 p.m., March 9, 2017.** Attn: City of Eustis, Code Enforcement Department. In lieu of hand delivery or mailing, you may fax a copy of the completed form to (352) 357-4177, or email to codeenforcement@ci.eustis.fl.us.

APPLICATION BECOMES VOID IF NOT SUBMITTED BY DEADLINE

If original completed form is received by the deadline, the request will be presented to the Code Enforcement Board (CEB) at the next regularly scheduled hearing on **March 13, 2017**. If you have any questions, please call the Code Enforcement Office at (352) 483-5464 or email codeenforcement@ci.eustis.fl.us.

Property Owner Name: Blanford Dolmer Phone: 407-222-8183
Address: 1445 RIVER ROAD FAX: _____
City: SAINT CLOUD State: FL Zip: 34769
E-mail: josephdolmer@gmail.com

If the property owner is unable to complete this form, list name of person who is authorized to act for the Property Owner and their relationship. _____

Address or location of property where violation existed: 2014 Bates Ave Eustis FL 32726

Date violation brought into compliance: 1-25-17

Date Code Enforcement Office called to request re-inspection: 1-24-17

Total Accrued Fine: \$1,650 Reduction Request Amount: \$ 0

On Page 2, explain reason (in detail) the reason for requesting a reduction of fine and reason original compliance date was not met.

PLEASE NOTE: ENSURE YOUR POSITION IS CLEARLY STATED HEREIN, AS THE BOARD IS NOT OBLIGATED TO HEAR YOUR TESTIMONY AT THE HEARING.

I, Blanford Dolmer do hereby submit this Application for Reduction of Code Enforcement Fine, and in support offer the following statement:

The last 8 months has been strenuous for the tenant. She suffers from Epilepsy so she is in/out of the Hospital

Her Husband legs were Both Amputated a few month ago. Recently he passed away; during these month she passed through and got the Property up to Code. She apologizes for the trouble it has Cause. she now Has a landscaper who will be taking care of the upkeep. At this time it would be a major inconvenience with all the funeral Expenses. we ask for Some Leniency on this matter. Thank you

(Additional pages may be added if needed)

Date: ^{sd} 3-7-2017

State of Florida

County of Lake

Signed: Blanford Dorman

Print Name: BLANFORD DORMER

Joseph Dorman

Personally appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Joseph Dorman who first being sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and have each produced a FLDL#D655.481.71.178.0 driver's license as identification and did take an oath.

Date: 3.7.17

Rockelle Toro

Notary Public

My Commission Expires: 12.02.2017

Drivers License No. FLDL#D655.481.71.178.0



ROCKELLE TORO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF073824
Expires 12/2/2017

1



October 17, 2017

2014 East Bates Avenue

2



October 17, 2017

Case #16-01093

3



October 17, 2017

2014 East Bates Avenue

4



October 17, 2017

Case #16-01093

5



October 17, 2017

2014 East Bates Avenue

6



October 17, 2017

Case #16-01093

7



October 31, 2017

2014 East Bates Avenue

8



October 31, 2017

Case #16-01093

9



October 31, 2017

2014 East Bates Avenue

10



October 31, 2017

Case #16-01093

11



November 15, 2017

2014 East Bates Avenue

12



November 15, 2017

Case #16-01093

13



November 15, 2017

2014 East Bates Avenue

14



November 15, 2017

Case #16-01093

15



November 15, 2017

2014 East Bates Avenue

16



December 27, 2017

Case #16-01093

17



December 27, 2017

2014 East Bates Avenue

18



December 27, 2017

Case #16-01093

19



December 27, 2017

2014 East Bates Avenue

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December 27, 2017

Case #16-01093

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December 27, 2017

2014 East Bates Avenue

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December 27, 2017

Case #16-01093

23



December 27, 2017

2014 East Bates Avenue

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December 27, 2017

Case #16-01093

25



December 27, 2017

2014 East Bates Avenue

26



December 27, 2017

Case #16-01093

27



January 13, 2017

2014 East Bates Avenue

28



January 13, 2017

Case #16-01093

29



January 13, 2017

2014 East Bates Avenue

30



January 13, 2017

Case #16-01093

31



January 13, 2017

2014 East Bates Avenue

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January 13, 2017

Case #16-01093

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January 13, 2017

2014 East Bates Avenue

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January 13, 2017

Case #16-01093

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January 13, 2017

2014 East Bates Avenue

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January 13, 2017

Case #16-01093

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January 25, 2017

2014 East Bates Avenue

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January 25, 2017

Case #16-01093

39



January 25, 2017

2014 East Bates Avenue

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January 25, 2017

Case #16-01093

41



January 25, 2017

2014 East Bates Avenue

42



January 25, 2017

Case #16-01093

43



January 25, 2017

2014 East Bates Avenue

44



February 6, 2017

Case #16-01093

45



February 6, 2017

2014 East Bates Avenue

46



February 6, 2017

Case #16-01093

47



February 6, 2017

2014 East Bates Avenue

48



February 6, 2017

Case #16-01093

49



March 13, 2017

2014 East Bates Avenue

50



March 13, 2017

Case #16-01093

51



March 13, 2017

2014 East Bates Avenue

52



March 13, 2017

Case #16-01093

53



March 13, 2017

2014 East Bates Avenue

54



March 13, 2017

Case #16-01093

55



May 5, 2017

2014 East Bates Avenue

56



May 5, 2017

Case #16-01093

57



May 5, 2017

2014 East Bates Avenue

58



May 5, 2017

Case #16-01093

59



May 5, 2017

2014 East Bates Avenue

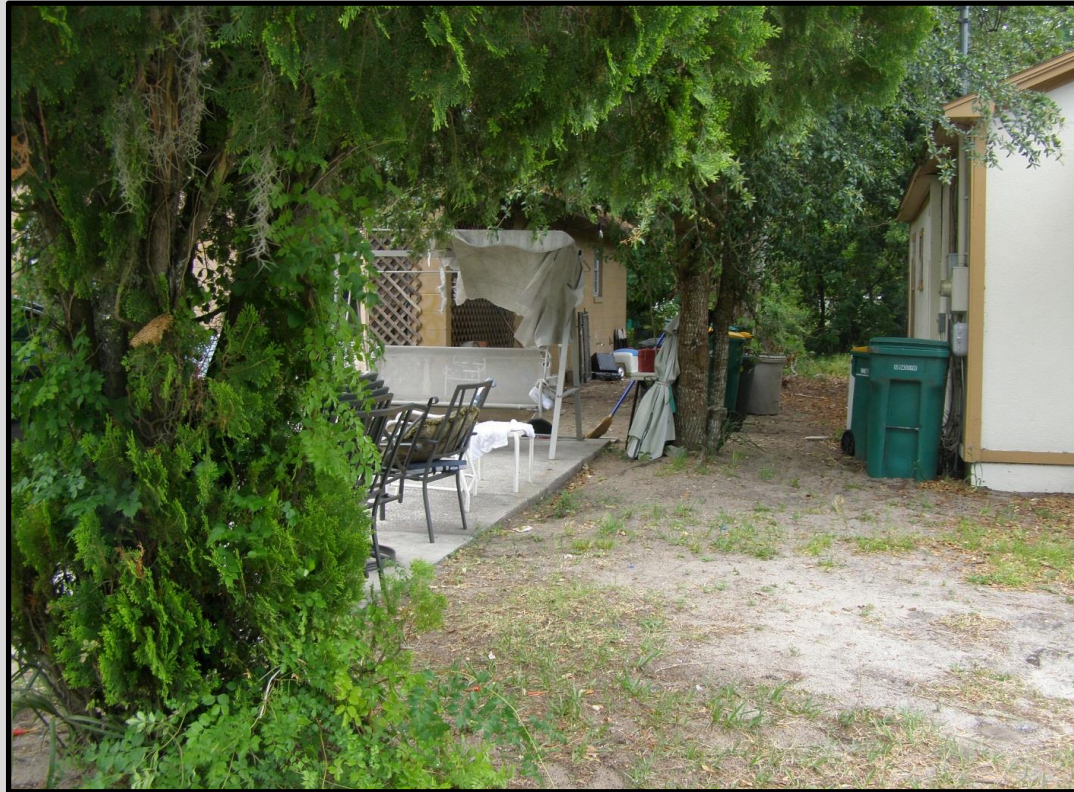
60



May 5, 2017

Case #16-01093

61



May 5, 2017

2014 East Bates Avenue

62



May 5, 2017

Case #16-01093

63



May 5, 2017

2014 East Bates Avenue

64



May 5, 2017

Case #16-01093

64



May 5, 2017

2014 East Bates Avenue

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May 5, 2017

Case #16-01093

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CITY OF EUSTIS
Violation Detail

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Violation Id	Parcel Id	Property Loc	Owner Name	Owner Phone
Owner Address				Owner Email
16-01093	12-19-26-0001-000-01800	2014 EAST BATES AVE	DORMAN BLANFORD & ADA	22
1445 RIVER RD, SAINT CLOUD, FL 34769-4747				

General:

Violation Date	Status	Status Date	Use Type	User Code	Cust Id	Customer Name	Complaint Email	Tenant Other
Complaint Name			Complaint Phone					
Tenant Name			Tenant Phone			Tenant Email		
10/14/16	Pending		CL		P-001269	DORMAN BLANFORD & ADA		

Description:

10-14-17 Complaint: Lots of accumulations in back yard with containers full of green stagnant water that can breed mosquitoes. Conditions can be observed from back yard of 2016 E. Bates Avenue

Inspector Note: Also expressed concerns that they have 3 dogs in their back yard that they do not clean up after. Advised her that she would need to contact Lake County Animal Control.

Conditions:

Violation: Objects or items and accumulations placed or left outdoors that could become a breeding place for insects or vermin, or cause unpleasant odors or which is unsightly and an eyesore from adjoining properties or from the public right-of-way.

Required Remedies:

- 1) Remove all objects or items and accumulations from the property, or
- 2) Move it all inside a building or behind an opaque fence, wall or similar structure where it cannot become a breeding place for insects or vermin or cause unpleasant odors and is screened from view of adjoining properties or from the public right-of-way.

Ordinances:

Ordinance Id	Description	Compliance Deadline
34-96A4	Section 34-96(a)(4): (a) No person who owns or occupies real property within the City shall maintain or cause to be maintained on the property a nuisance. Prohibited acts and required compliance measures include the following: (4) No person shall allow any object or item such as, but not limited to, household furniture, household appliances, or containers or other receptacles that could collect water or any other accumulation of personal property, construction and demolition debris, or other materials, trash, garbage, or rubbish of any kind that could become a breeding place for insects or vermin or cause unpleasant odors or which is unsightly and an eyesore from adjoining properties or from the public right-of-way to be placed or left outdoors except for such period as may be necessary to allow collection of such	

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CITY OF EUSTIS
Violation Detail

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items by waste collection services.

Fines:

Status	Ordinance Id	Service Id	Total	Paid
WAIVED: 05/03/18	34-96A4	CE-LIEN Code Enforcement Lien	1,650.00	0.00

Activities:

Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time	Status
	INSP COMPLAINT	ML	10/17/16	00:00	00:30	Fail
Comment: Misti, its most likely that they have a bunch of accumulations in their front yard also. I have a continuous problem with getting these occupants to keep property clean. Catherine Collins has always been my point of contact. EM 352-530-6441						
Catherine came out and talk to me while I was on site for the inspection. I explained the work that needed to be done to come into compliance. She called later that day to a guy she had put many items out to the roadside for collection. I advised her to contact water customer service for bulk pick up. She asked if I would come back by and take a look. I explained that I could not make it back out to look at her property that day, but I would do Miami on October 31.						
	RE-INSPECTION	ML	10/31/16	00:00	00:30	Fail
Comment: I spoke to Catherine in reference to work that still needs to be done such as moving the filing cabinets from the east side of her house to a location where they are not within view of the right-of-way and the backyard still needing to be done. I did not approach the backyard due to her dogs after she told me the backyard was not complete.						
	RE-INSPECTION	ML	11/15/16	04:00	04:30	Fail
Comment: If not passed, send recurring violation to property owner.						
	RECURE VN MAIL		11/21/16			Open
Comment:						
	VN POSTED	ML	11/21/16			Pass
Comment:						
	VN RECEIVED		11/29/16			Open
Comment: SIGNATURE NOT LEGIBLE						
	NH1 INSP	EM	12/12/16	04:00	04:30	Fail
Comment:						
	FOF ISSUED		12/12/16			Open
Comment: Comply by December 22, 2016 or a fine of \$50 per day of occurrence will be imposed.						
	CONTACT	EM	12/21/16			Open
Comment: Catherine Collins called to report that property is ready for inspection. Returned her call and left voicemail advising her that Misti was scheduled to inspect the property on the 27th.						
	CONTACT	EM	12/21/16			Open
Comment: Property owner called to state he will be in town on the 27th and would like to be present when we inspect the property. Told him that he would need to call when he's available.						
	FOF INSP	ML	12/27/16	08:00	08:30	Fail
Comment: Front has been cleaned up. Back and side yards still have accumulations of trash, demolition debris and personal property. I made contact with Catherine, who stated she has been in the hospital and needs another week to get the back yard taken care of.						
	NH2 MAILED		12/29/16			Open
Comment:						
	CONTACT	EM	01/02/17			Open
Comment: Property owner called and left a voicemail regarding the most recent letter he received. 407-222-8183						
	NH2 INSP	EM	01/09/17	06:30	07:00	Fail

Comment:
CONTACT EM 01/09/17 Open
Comment: Called property owner call and informed him that the property is still no in compliance. He said he will most likely begin the eviction process.
CONTACT EM 01/11/17 Open
Comment: Ms. Collins called to report that she is ready for the property to be inspected. WM hauled a bunch of stuff off yesterday. Told her to make sure that the rear and side yards are free of trash and anything that is not supposed to be outdoors. Told her that Misti will be out on Friday.
RE-INSPECTION ML 01/13/17 08:00 08:30 Fail
Comment: Back and side yards still have accumulations of trash, personal property and building materials.
LIEN MAILED 01/13/17 Open
Comment: With cover letter allowing 30 days for compliance before recording.
CONTACT EM 01/18/17 Open
Comment: Property owner called at 3:45 to report that he was at the property and wanted to know if an inspector can come out to inspect it. Advised him that the property was inspected on Friday and it failed because of the sides and rear yard. Told him that I was not going to come out and point out everything that needed to be done. Read the code section to him and told him that its his responsibility to ensure that his tenants keep the property in a clean and sanitary condition. He can call an schedule an inspection at a later date once the tenant has had time to finish the clean up.
CONTACT EM 01/24/17 Open
Comment: Joseph Dorman called and left a voicemail message reporting that his tenant has informed him that the clean up is finished and the property is ready to be inspection. Requested a call back.
CONTACT EM 01/24/17 Open
Comment: Kathryn Collins called to schedule a re-inspection. 352-530-6441
RE-INSPECTION EM 01/25/17 01:30 02:00 Pass
Comment: Still has some bags of garbage and if you other items that need to be placed at the curbside for collection next Monday. Told Catherine that I would come out on next Wednesday to do a final inspection.
CONTACT EM 01/26/17 Open
Comment: Called Mr. Dorman and briefed him on the results of yesterdays inspection.
FINAL INSP ML 02/06/17 10:30 11:00 Fail
Comment: Bins, accumulations in back and west side yard.
RE-INSPECTION EM 02/09/17 02:30 03:00 Open
Comment: FOLLOW UP TO SEE IF IN COMPLIANCE AND PAYMENT RECEIVED.
AFF COMPLIANCE 02/20/17 Pass
Comment:
NOTE EM 03/08/17 Open
Comment: Application for reduction received.
RE-INSPECTION EM 03/09/17 00:30 01:00 Fail
Comment: Stopped by and spoke to Kathryn and advised her that the owner has submitted an application for reduction of fine. Noticed that she has already started to accumulate more items on the sides of the house. Asked her if it was left over from her yard sale two weeks ago. She said no, that they have started to clean the house from her husbands passing and that they are waiting for trash day to set it all at the curbside. Explained to her that they don't have to wait for trash day for bulk items. Just place the items at the curbside at anytime and call Water Customer Service and request a bulk pickup.
RE-INSPECTION EM 03/13/17 Fail
Comment: No change in condition from last inspection. Tried to make contact with Kathryn but no one answered the door.
CONTACT EM 03/13/17 Open

Comment: Called Mr. Dorman and informed him that I would not be taking his request for a reduction to the CEB to day because the property is not in compliance and I would have to recommend denial. I'm not going to be able to take it in April because I will not be present at the hearing so the sooner

RE-INSPECTION ML 05/05/17 02:00 02:30 Fail

Comment: Front yard has remained clean. I attempted to contact Catherine, she was not home. Her adult son allowed me into the back yard where accumulations have be

REDUCTION CEB EM 05/08/17 01:00 01:30 Fail

Comment:

CONTACT EM 05/31/17 Open

Comment: Mr. Dorman called to report that he is in the process of evicting the tenant and wanted to know if there was a payment plan available to pay off the fine. I advised him that the fine is recorded as a lien against the property and is good for 20 years. I will send him an invoice and it is up to him how he chooses to pay the fine.

CONTACT EM 06/13/17 Open

Comment: Attempted to email Dr. Dorman the invoice we discussed on 5-31-17, but email on application for reduction of fine was not valid. Mailed him copy instead.

LIEN RECORDED 07/11/17 Open

Comment: OR BK 4970 PG 475-476

CONTACT 12/14/18 Open

Comment: From: Martin, Eric
Sent: Friday, December 14, 2018 3:30 PM
To: 'josephdorman@live.com' <josephdorman@live.com>
Subject: 2014 E. Bates Avenue Fine Reduction Application

CONTACT 01/03/19 Open

Comment:

RESCIND FINE 01/14/19 Pass

Comment: CEB rescinded fine. Requires City Commission approval.

Notes:

Created	Modified	Note
01/29/18	01/29/18	Code Enforcement History for this property within the past 5 years:
		Case #16-00592
		05-27-16: Notice of Violation issued
		06-06-16: Deadline date
		06-13-16: Compliance date.
		Case #15-00753
		12-17-15: Correction Notice mailed with 01-05-16 deadline
		01-06-16: 2nd Correction Notice mailed with 01-19-16 deadline
		01-21-16: Final Notice of Violation issued
		02-01-16: Deadline date
		02-02-16: Compliance date.

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CITY OF EUSTIS
Violation Detail

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Case #14-00698
11-14-14: Correction Notice mailed with 01-05-16 deadline
12-09-14: Deadline date.

Fine Totals:

<u>Service Id</u>	<u>Total</u>
CE-LIEN Code Enforcement Lien	1,650.00
Grand Total:	1,650.00

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CITY OF EUSTIS
Violation Detail

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Violation Id	Parcel Id	Property Loc	Owner Name	Owner Phone	Owner Email
17-01386	12-19-26-0001-000-01800	2014 EAST BATES AVE	DORMAN BLANFORD & ADA		
1445 RIVER RD, SAINT CLOUD, FL 34769-4747					

General:

Violation Date	Status	Status Date	Use Type	User Code	Cust Id	Customer Name	Complaint Email	Tenant Other
Complaint Name			Complaint Phone					
Tenant Name			Tenant Phone			Tenant Email		
12/07/17	Completed	08/14/18	CFP		P-001616	DORMAN BLANFORD & ADA		

Description:

Conditions:

34-96(4) Violation: Objects or items and accumulations placed or left outdoors that could become a breeding place for insects or vermin, or cause unpleasant odors or which is unsightly and an eyesore from adjoining properties or from the public right-of-way.

Required Remedies:

- 1) Remove all objects or items and accumulations from the property, or
- 2) Move it all inside a building or behind an opaque fence, wall or similar structure where it cannot become a breeding place for insects or vermin or cause unpleasant odors and is screened from view of adjoining properties or from the public right-of-way.

Ordinances:

Ordinance Id	Description	Compliance Deadline
34-96A4	Section 34-96(a)(4): (a) No person who owns or occupies real property within the City shall maintain or cause to be maintained on the property a nuisance. Prohibited acts and required compliance measures include the following: (4) No person shall allow any object or item such as, but not limited to, household furniture, household appliances, or containers or other receptacles that could collect water or any other accumulation of personal property, construction and demolition debris, or other materials, trash, garbage, or rubbish of any kind that could become a breeding place for insects or vermin or cause unpleasant odors or which is unsightly and an eyesore from adjoining properties or from the public right-of-way to be placed or left outdoors except for such period as may be necessary to allow collection of such items by waste collection services.	12/07/17

Fines:

Status	Ordinance Id	Service Id	Total	Paid
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Violation Detail

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PAID: 07/16/18	34-96A4	CE-ADMIN Administrative costs	634.00	634.00
WAIVED: 05/11/18	34-96A4	CE-LIEN Code Enforcement Lien	15,800.00	0.00
WAIVED: 05/11/18	34-96A4	CE-RFEE Repeat Violator Fee	448.00	0.00

Activities:

Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time	Status
34-96A4	INSP SURV	EM	12/07/17			Fail
Comment:						
	RE-INSPECTION	DD	01/26/18	05:00	05:30	Fail
Comment: 01/26/2018, Re inspection failed, the outdoor accumulation has actually gotten worse.						
	REPEAT VN MAIL		01/30/18			Open
Comment:						
	VN POSTED	DD	01/30/18	00:30	01:00	Pass
Comment: A copy of the attached notice of hearing was hand served to tenant Catherine Collins at 1320 hrs. Photos of the current property conditions were taken and attached the case.						
	VN RETURNED		02/04/18			Open
Comment: VN2 Certified returned. "No Such Number Unable to Forward". Attached to case.						
	VN INSP	EM	02/05/18	13:30	14:00	Fail
Comment: Spoke to Kathryn who stated they are working on getting the property cleaned up.						
	NH1 INSP	DD	02/12/18	18:30	19:00	Fail
Comment: Accumulation has been shuffled around but it is still being stored outdoors in the rear yard now.						
Had case removed from CEB agenda because I was not able to calculate the repeat violation fees due to a personal emergency that prevented me from coming in the day of the Hearing. EM						
	CONTACT	DD	02/12/18			Open
Comment: Tenant Kathryn Collins called in at 0900 hrs. to say she moved all of her yard sale / flea market merchandise to the back yard. Explained to her the Ordinance requires the accumulated items be stored inside of an enclosed structure, not still outdoors partially covered under blue tarps. Collins said she will try to buy or build a shed. Explained to her the permitting requirements for accessory structures. She said she will check into getting a rental storage unit instead.						
	CONTACT	EM	02/13/18			Open
Comment: Kathryn Collins called and again explained what the code requirements were for outdoor storage. She stated that everyone around her has stuff outside. Explained to her that not everyone collects property for the express purposes of reselling it in a garage sale. Told her that the property would be inspected again on February 19th and if it passes the violation will be closed with no further enforcement actions. 352-530-6441						
	RE-INSPECTION	DD	02/19/18	04:30	05:00	Fail
Comment: NCIC- Tenant Collins said she needs at least another month or better to finish cleaning up. She alleges Supv. Martin told her that would be okay.						
	CONTACT	EM	02/19/18			Open
Comment: Spoke with Kathryn, she was upset because she failed her inspection because she thought she had more time. I advised her of our conversation of 2-13-18. She said she is still trying to look into a storage unit. After I questioned her on why she would pay to store items that she is collecting for a yard sale, she stated that it is good stuff and that there are people in the neighborhood that need it and she does not want to simply throw it away. I gave her the number to Habitat for Humanity if she wanted to call them about donating it. She said she would call them, but still wanted an extension to March 15th. Told her to call me once she speaks to them.						
	CONTACT	EM	02/19/18			Open
Comment: Kathryn called back to report that she has made an appointment with Habitat on March 12, 2018. Told her that I would schedule another inspection for the 13th.						
	INSP COMPLAINT		03/06/18			Open
Comment: 3/5/2018: A concerned citizen who wished to remain anonymous called about the interior and exterior conditions of this property being littered with debris and other accumulations.						

Explained to the caller the only way were able to do interior inspections is with property owner consent or a search warrant issued by the court. She said the owner's husband previously died and she has turned into a hoarder resulting in clutter that makes access indoors unmanageable.

Drove by property on 3/6/2018, NCIC....

RE-INSPECTION EM 03/13/18 00:00 00:30 Fail

Comment: Front and east side yard are clean. Backyard still has a bunch of accumulations stored behind the house.

CONTACT EM 03/13/18 Open

Comment: Ms. Collins called and left a voicemail reporting that as of next week on Thursday Habitat will be there to get everything out of her yard. She had a death in the family so they could not can when originally scheduled. 352-530-6441

CONTACT EM 03/16/18 Open

Comment: Called Ms. Collins and she informed me that Habitat said they cannot collect her items because it has been setting outside to long. She has contacted a church to come get it and if they do not it will all be placed at the curbside for collection on Tuesday 3-21-18. Told her that I would come by on Wednesday to conduct my final inspection.

CONTACT EM 03/20/18 Open

Comment: Ms. Collins called to ask if she could reschedule her inspection for next Thursday because the weather has set her back. She said that she has started placing stuff in trashcans and will have the yard all cleaned up by next Thursday. Granted her request.

RE-INSPECTION EM 03/29/18 03:00 03:30 Fail

Comment:

VN MAILED 03/30/18 Pass

Comment:

VN POSTED DD 03/30/18 06:30 07:00 Pass

Comment: VN2 was hand served to tenant Catherine Collins at 09 40 hrs.

Provided her with a list of 7 items that are allowed to be left and stored outdoors. Explained to her if it's not on the list that it can't be outside and showed her over 50 examples of prohibited items stored in her yard.

CONTACT EM 03/30/18 Open

Comment: Catherine called and I spoke to her again about the code requirements and prohibitions of placing and accumulation of personal property outdoors. She said that it will all be removed except for her garage sale tables and her plastic multi-colored chairs.

RE-INSPECTION EM 04/04/18 00:00 00:30 Open

Comment:

NH1 INSP EM 04/09/18 02:00 02:30 Fail

Comment:

FOF ISSUED 04/09/18 Open

Comment: Comply by April 19, 2018 or a fine of \$100 per day of occurrence will be imposed retroactive to December 7, 2017.

Additionally, the violation is found to be a repeat, for that reason it is hereby ordered that the violator pay an enforcement fee of \$448, payable within 30 days, or the order will be recorded in public record constituting a lien against the property.

CONTACT EM 04/12/18 Open

Comment: Katherine Collins called and left a voicemail message asking to make payment arrangements for her fine. 352-530-6441

CONTACT EM 04/18/18 Open

Comment: Returned Ms. Collins call and she informed me that she will be able to pay \$200 by the deadline. Told her as long as she makes some type of payment by the deadline and every 30 days.

FOF INSP DD 04/20/18 03:00 03:30 Fail

Comment: Inspected this property last at 1600 hrs. this date to allow resident Collins additional time for voluntary compliance. Tenant Collins has made significant cleanup advancements, however the property is still not within city ordinance parameters, (see attached photos).
NH2 MAILED 05/03/18 Open

Comment: VN RETURNED 05/07/18 Open

Comment: VN2 Certified returned "Unclaimed". Attached to case. (lkh)
CONTACT 05/07/18 Open

Comment: Ms. Collins called and left a voicemail message stating she wants to make payments on her fine.
CONTACT 05/08/18 Open

Comment: Called Ms. Collins and advised her that the property failed inspection on 4-20-18. She stated that the property is cleaned up now. Told her that a follow up inspection would be conducted on May 14, 2018.
CONTACT 05/11/18 Open

Comment: Blanford Dorman called... 407-222-8183
CONTACT 05/11/18 Open

Comment: Dave spoke to Ms. Collins again about the items she can and cannot have placed outdoors.
NH2 INSP EM 05/14/18 Pass

Comment: REDUCTION CEB 05/14/18 Open

Comment: CEB reduced fine to \$634 payable by 7-13-18.
CONTACT 07/12/18 Open

Comment: Mr. Dorman called to find out if the Ms. Collins has paid any of the reduced fine. Advised him that she has not. He said he will be in tomorrow to pay it and then he is going to the Court house to file for eviction. EM
PAYMENT DUE EM 07/16/18 Pass

Comment:

Notes:

Created	Modified	Note
03/06/18	03/06/18	3/5/2018: A concerned citizen who wished to remain anonymous called about the interior and exterior conditions of this property being littered with debris and other accumulations. Explained to the caller the only way were able to do interior inspections is with property owner consent or a search warrant issued by the court. She said the owner's husband previously died and she has turned into a hoarder resulting in clutter that makes access indoors unmanageable.
01/29/18	01/29/18	Code Enforcement History for this property within the past 5 years: Case #16-01093 11-21-16: Notice of Violation issued 12-12-16: Finding of Fact issued with 12-22-16 deadline 12-29-16: Affidavit of Non-compliance issued. 01-09-17 CEB certified previous imposed fine of \$50 per day of occurrence. 01-25-17: Property in compliance 33 days past deadline resulting in \$1,650 fine. 05-05-17: CEB denied request for reduction. Lien not paid.

Case #16-00592
05-27-16: Notice of Violation issued
06-06-16: Deadline date
06-13-16: Compliance date.

Case #15-00753
12-17-15: Correction Notice mailed with 01-05-16 deadline
01-06-16: 2nd Correction Notice mailed with 01-19-16 deadline
01-21-16: Final Notice of Violation issued
02-01-16: Deadline date
02-02-16: Compliance date.

Case #14-00698
11-14-14: Correction Notice mailed with 01-05-16 deadline
12-09-14: Deadline date.

Fine Totals:

<u>Service Id</u>	<u>Total</u>
CE-LIEN Code Enforcement Lien	15,800.00
CE-RFEE Repeat Violator Fee	448.00
CE-ADMIN Administrative costs	634.00
Grand Total:	16,882.00



City of Eustis

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

Staff Report

TO: EUSTIS CITY COMMISSION
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION NO. 19-20: REDUCTION OF CODE ENFORCEMENT FINE/RELEASE OF LIEN - 1110 E. BATES AVE., CASE #18-00182

Introduction:

Resolution No. 19-20 approves a Code Enforcement Board (CEB) Order reducing an outstanding code enforcement fine from its current total amount of \$27,250 to \$2,250 and releases the lien against 1110 E. Bates Ave. upon full payment of the reduced fine.

Background:

See attached Staff Report.

Recommended Action:

The administration recommends approval of Resolution No. 19-20

Attachments:

[Staff Report Res. No. 19-20](#)
[Resolution No. 19-20](#)
[Reduction Application](#)
[2-26-18 Fire Inspection Report](#)
[8-7-18 Compliance email](#)
[8-7-18 Fire Inspection Report](#)
[Violation Detail](#)

Reviewed by:



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: FEBRUARY 7, 2019

RE: RESOLUTION NO. 19-20: REDUCTION OF CODE ENFORCEMENT
FINE/RELEASE OF LIEN FOR 1110 EAST BATES AVENUE
CODE ENFORCEMENT CASE 18-00182

Introduction:

Resolution No. 19-20 approves a Code Enforcement Board (CEB) Order reducing an outstanding code enforcement fine from its current total amount of \$27,250 to \$2,250 and releases the lien against 1110 East Bates Avenue upon full payment of the reduced fine.

Recommended Action:

The administration recommends approval of Resolution No. 19-20.

Background:

1. Code Board Action:

On July 14, 2019, the Code Enforcement Board reviewed an application for a reduction of fine submitted by Eliades Mansilla, Registered Agent for the property owner of 1110 East Bates Avenue. The Board approved their request for a reduction to \$2,250, to be paid within 60 days of City Commission approval, or the original full fine imposed shall become due.

2. Case History:

On March 5, 2018, the Eustis Fire Department forwarded an unresolved fire code violation to the Code Enforcement Department for processing.

On March 7, 2018, an informal Notice of Violation and Order to Correct was issued advising the property owner of the continued non-compliance of City Code and requested corrective action be taken by March 19, 2018.

On March 21, 2018, a formal Notice of Violation/Hearing was issued for the following violation of City Code:

- Failure to correct violations listed in the Eustis Fire Department Discrepancy Report.

The notice required that the property owner take the following corrective action by April 2, 2018:

- Correct all deficiencies listed in the Eustis Fire Department Discrepancy Report and call the Eustis Fire Department at 352-357-6585 to schedule another inspection once complete.

On April 9, 2018, the Code Enforcement Board issued an Order of Enforcement requiring the property owner to bring the property into compliance by April 19, 2018 or a fine of \$250 per day of non-compliance would be imposed.

On May 14, 2018, the Code Enforcement Board imposed the \$250 per day fine because the property owner failed to bring the violation into compliance by providing the following documentation to the Fire Department:

- All smoke detectors function properly.
- Fire extinguishers are properly charged and have a current tag (receipt from extinguisher company showing date serviced).
- All GFCI (Ground Fault Circuit Interrupters) function properly.

The required documentation was not submitted to the Fire Department until August 7, 2018. In which time, the daily fines had accrued to \$27,250.

On January 3, 2019, the written request for the Code Enforcement Board to reduce the total accrued fine was submitted to the Code Enforcement Department.

Alternatives

1. Approve Resolution No. 19-20.
2. Deny Resolution No. 19-20.

Discussion of Alternatives:

1. Alternative 1 approves Resolution No. 19-20 reducing the accrued fine to \$2,250 and releases code enforcement liens against 1110 East Bates Avenue upon full payment of the reduced fine.

Advantages:

- The action would make it more affordable for the property owner to pay the fine and obtain a release of lien.
- The City would recover more than four times its administrative costs associated with the code enforcement case.
- The action supports the City's primary goal of achieving compliance.
- The action is consistent with previous City Commission action and CEB recommendations.

Disadvantages:

- The City would lose the opportunity to collect the full fine of \$27,250

2. Alternative 2 denies Resolution No. 19-20 and maintains the liens against the subject property.

Advantages:

- The City could collect the full fine of \$27,250.

Disadvantages:

- The property owner would bear the financial burden of paying the full fine.
- The property owner may not pay the full fine, which could result in costly legal fees for the City if it decided to recover the fines owed or foreclose on the lien.
- A foreclosure action could result in the City becoming the owner of a 6 unit multi-family apartment complex and all the difficulties of being a landlord.

Community Input

No adjacent property owners attended the Code Enforcement Hearings.

Budget / Staff Impact:

If the Resolution is approved, the City would receive \$2,250 which would more than cover its administrative costs associated with the code enforcement case against the subject property.

Reviewed By:

Lori Barnes, AICP, Development Services Director

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments:

- Resolution No. 19-20
- Application for Reduction of Fine
- 02-26-18 Fire Inspection Report
- 08-07-18 Fire Inspection Report
- Violation Detail
- 08-07-18 Compliance email from Fire Department

RESOLUTION NO. 19-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; PROVIDING FOR A REDUCTION OF OUTSTANDING CODE ENFORCEMENT FINES AND RELEASE OF LIEN AGAINST 1110 EAST BATES AVENUE UPON FULL PAYMENT OF THE REDUCED FINE.

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property under Case #18-00182 against PIPO14 Investment LLC, current property owner, for failing to comply with City Ordinances:

EUSTIS, HOGAN'S SUB LOTS 9, 10, 11 BLK A PB 2 PG 33 ORB 4974 PG 292, and

WHEREAS, the City of Eustis, Florida, a Florida municipal corporation, has recorded a Code Enforcement Lien against the subject property, totaling \$27,250, and

WHEREAS, Eliades Mansilla, Registered Agent for PIPO14 Investment LLC, submitted an application requesting that the fines be reduced to \$2,250; and

WHEREAS, on July 14, 2019, the Code Enforcement Board reviewed the request and recommended that the City Commission reduce the fines to \$2,250 as requested, payable within 60 days.

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

Section 1: That the outstanding \$27,250 fines assessed for Case #18-00182 shall be reduced to \$2,250 if the payment is received within 60 days of this action.

Section 2: That the recorded liens against the subject property shall be released if payment is received in accordance with Section 1 of this resolution.

Section 3: That this action shall become null and void if the reduced fines are not paid on or before April 8, 2019.

DONE AND RESOLVED this 7th day of February, 2019, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to
me.

Notary Public - State of Florida

My Commission Expires: _____

Notary Serial No: _____

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an
independent Title examination as to the accuracy of the Legal Descriptions.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-20 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 and Recreation Office, all within the corporate
limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk

Case No. 18-00182



APPLICATION FOR REDUCTION OF CODE ENFORCEMENT FINE

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH. FAILURE TO BE TRUTHFUL IS A VIOLATION OF FLORIDA STATUTES PERTAINING TO PERJURY, WHICH IS A FELONY PUNISHABLE BY UP TO 15 YEARS IMPRISONMENT.

INSTRUCTIONS: Please complete both pages of this form. Be specific when writing your statement. **Return the original completed form** in person to the Code Enforcement office located at 4 North Grove Street, Eustis, FL, or by U.S. Mail at P.O. Drawer 68, Eustis, FL 32727 **no later than 5:00 p.m., Monday, November 26, 2018.** Attn: City of Eustis, Code Enforcement Department. In lieu of hand delivery or mailing, you may fax a copy of the completed form to (352) 357-4177, or email to codeenforcement@ci.eustis.fl.us.

APPLICATION BECOMES VOID IF NOT SUBMITTED BY DEADLINE

If original completed form is received by the deadline, the request will be presented to the Code Enforcement Board (CEB) at the next regularly scheduled hearing on **December 10, 2018**. If the CEB approves the reduction request, the CEB's recommendation will be submitted to the City Commission for approval at their scheduled next scheduled meeting before taking effect.

If you have any questions, please call the Code Enforcement Office at (352) 483-5464 or email codeenforcement@ci.eustis.fl.us.

Property Owner Name: ELIADES MANSILLA Phone: 407-288-6000
Address: 14356 BABYLON WAY FAX: _____
City: ORLANDO State: Florida Zip: 32824
E-mail: eliades.mansilla@gmail.com

If the property owner is unable to complete this form, list name of person who is authorized to act for the Property Owner and their relationship. RAYMOND RIVERA

Address or location of property where violation existed: 1110 E BATES AVE EUSTIS

Date violation brought into compliance: 8-7-18

Date Code Enforcement Office called to request re-inspection: N/A

Total Accrued Fine: \$27,250 Reduction Request Amount: \$ 25,000

On Page 2, explain reason (in detail) the reason for requesting a reduction of fine and reason original compliance date was not met.

PLEASE NOTE: ENSURE YOUR POSITION IS CLEARLY STATED HEREIN, AS THE BOARD IS NOT OBLIGATED TO HEAR YOUR TESTIMONY AT THE HEARING.

I, ELIADES MANSILLA do hereby submit this Application for Reduction of Code Enforcement Fine, and in support offer the following statement:

Update file address: L:\Affidavits\Application for reduction of fine 7-10-12.docx

WE WHOM IT MAY CONCERN, WE HAD A COURT DATE TO
 APPEAR AT THE TIME FOR VIOLATIONS, BUT WE HAD A
 FAMILY EMERGENCY BACK IN MY COUNTRY (PERU) HAVE
 COPIES OF OUR TRAVEL, OUR REAL ESTATE AGENT WAS
 TO APPEAR ON OUR HALF, WHICH SHE DID ATTEND.
 IN THE PROCESS WE HAD DONE FULL RENOVATIONS TO
 BUILDING AND LEAD UNITS, SO THAT CAN BE RENTED.
 WE ALSO HAD REPAIRED ALL THAT INSURANCE HAD
 STATED, REMOVAL OF STONES, FIRE EXTINGUISHERS. ALL THAT
 THE INSURANCE HAD ASKED US TO DO. THE BUILDING IS
 IN FULL WORKING AND IN CONDITIONS ASKED FOR BY
 COUNTY + INSURANCE. SO PLEASE IF A MAJOR REDUCTION
 CAN BE GIVEN, SO THAT WE CAN KEEP WORKING TO MAINTAIN
 BUILDING TO YOUR SATISFACTION, TO KEEP AREA IN
 GOOD STANDARD.

(Additional pages may be added if needed)

Date: 01/02/2019
 State of Florida
 County of Orange

Signed: Eliades Mansilla
 Print Name: ELIADES MANSILLA

Personally appeared before me, the undersigned authority duly authorized to administer oaths and take
 acknowledgments, Eliades P. Mansilla who first being sworn, acknowledged before me that the
 information contained herein is true and correct. He/she is not personally known to me and have each produced
 a Florida driver's license as identification and did take an oath.

Date: 01/02/2019

Casandra Natalia Davila
 Notary Public
 My Commission Expires:

Drivers License No. M524-215-51-222-0



Casandra Natalia Davila
 COMMISSION #68162036
 EXPIRES: November 21, 2021
 Bonded Thru Aaron Notary



Form: Fire Inspection Form -
Rev 0417

Eustis Fire Department

Occupancy: **PIPO14 INVESTMENT LLC**
Occupancy ID: **PIPO1005**
Address: **1110 E Bates AVE Apt/Suite #A & B**
Eustis FL 32726

Inspection Type: **Reinspection - 2nd**
Inspection Date: **2/26/2018** By: **Everson, Niki (334)**
Time In: **11:31** Time Out: **11:37**
Authorized Date: **02/26/2018** By: **Everson, Niki (334)**

Next Inspection Date: **03/05/2018 Reinspection - 3rd**

Inspection Description:

Annual Fire Inspection Form

Inspection Topics:

Misc

Documentation

Provide documentation all smoke detectors function properly, fire extinguishers are properly charged and have a current tag (receipt from extinguisher company showing date serviced), and all GFCI outlets function properly.

Status: **Action Required**

Notes: **Provide documentation once batteries have been replaced and smoke detectors are all functioning properly.**

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 6 minutes

Total Time: 6 minutes

Summary:

Overall Result: Correction Notice - Second

Inspector Notes:

Inspector:

Name: Everson, Niki
Rank: Fire Inspector
Work Phone(s): 352-357-6585
Email(s): Eversonn@eustis.org

Representative Signature:

Martin,Eric

From: Gordon, Adam
Sent: Tuesday, August 07, 2018 6:21 PM
To: Martin,Eric; Everson, Niki
Subject: Fwd: 1110 e bates ave.

Eric,

This has finally been resolved. I will send a copy of the inspection report to you shortly.

Sent from my iPhone

Begin forwarded message:

From: Ray Rivera <ray2763@gmail.com>
Date: August 7, 2018 at 5:45:20 PM EDT
To: <gordona@eustis.org>
Subject: 1110 e bates ave.

I am letting you know that the units 1110b.1112b.1114b and 1114a smoke detectors are in working order and fire extinguisher are up to date and gfhi also .unit 1110a and 1112a on going tru rehab .to get ready for rentals.i will install.new smoke detector .and gfhi by kitchen and bath area where needed.please let me know if anything else there is to do so that we can stop the violations that the owners are dealing with thank u adam for your time.please respond to let me know u have received it thank you! Raymond rivera.

Please note: Florida has a very broad public records law. Most written communication to or from government officials regarding government/public business is public record available to the public and media upon request. Your e-mail communications may be subject to public disclosure.



Form: Fire Inspection Form -
Rev 0417

Eustis Fire Department

Occupancy: **PIPO14 INVESTMENT LLC**
Occupancy ID: **PIPO1005**
Address: **1110 E Bates AVE Apt/Suite #A & B**
Eustis FL 32726

Inspection Type: **Reinspection - 3rd**

Inspection Date: **8/7/2018**

By: Gordon, Adam (333)

Time In: **18:09**

Time Out: **18:20**

Authorized Date: **08/07/2018**

By: Gordon, Adam (333)

Next Inspection Date: **01/26/2019 Annual**

Inspection Description:

Annual Fire Inspection Form

Inspection Topics:

Fire Extinguishers

Current Inspection Tag

Annual maintenance will provide for properly charged and serviced extinguishing devices and assure proper operation if needed to fight a small fire.

Status: **Resolved**

Notes: **Extinguisher to have a current tag.**



Properly Mounted

Gross weight not exceeding 40lbs, top of handle no higher than five feet from the floor. Greater than 40lbs, top of handle no higher than 3.5 feet from the floor.

Status: Resolved

Notes: Extinguisher upstairs to be mounted properly. Incorrect mount used.



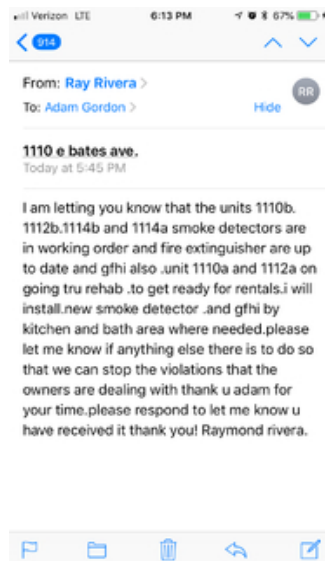
Misc

Documentation

Provide documentation all smoke detectors function properly, fire extinguishers are properly charged and have a current tag (receipt from extinguisher company showing date serviced), and all GFCI outlets function properly.

Status: Resolved

Notes: Provide documentation once batteries have been replaced and smoke detectors are all functioning properly.



Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time
----------	-------------------	-----------------

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 11 minutes

Total Time: 11 minutes

Summary:

Overall Result: Resolved

Inspector Notes:

Inspector:

Name: Gordon, Adam
Rank: Senior Fire Inspector
Work Phone(s): 352-357-6585
Email(s): gordona@eustis.org

Representative Signature:

January 30, 2019
10:21 AM

CITY OF EUSTIS
Violation Detail

Page No: 1

Violation Id	Parcel Id	Property Loc	Owner Name	Owner Phone	Owner Email
18-00182	12-19-26-1300-00A-00900	1110 EAST BATES AVE	PIPO14 INVESTMENT LLC		
14356 BABYLON WAY, ORLANDO, FL 32824					

General:

Violation Date	Status	Status Date	Use Type	User Code	Cust Id	Customer Name	Complaint Phone	Complaint Email	Tenant Name	Tenant Phone	Tenant Email	Tenant Other
03/07/18	Pending		CL									

Description:

Conditions:

Violation: Failure to correct violations listed in the attached Eustis Fire Department Discrepancy Report.

Corrective Action Required: Correct all deficiencies listed in the Eustis Fire Department Discrepancy Report and call the Eustis Fire Department at 352-357-6585 to schedule another inspection once complete.

Ordinances:

Ordinance Id	Description	Compliance Deadline
38-1	Chapter 38 Fire Prevention and Protection Section 38-1: Violation of chapter prohibited. (a) It shall be unlawful for any person to violate this chapter, to permit or maintain such violation, to refuse to obey any provision of this chapter, or to fail or refuse to comply with any such provision or regulation. Prosecution of either the owner or the occupant shall not be deemed to relieve the other. (b) The codes adopted in section 38-181 shall apply equally to both public and private property. They shall apply to all new structures and their occupancies, including buildings, structures, equipment, and, except as otherwise specified, to existing structures and their occupancies, including buildings, structures and equipment which constitute a clear and present hazard to life or to property. (c) The provisions of this chapter shall be administered by the fire department.	03/19/18

Fines:

Status	Ordinance Id	Service Id	Total	Paid
PENDING: 01/15/19	38-1	CE-LIEN Code Enforcement Lien	2,250.00	0.00
WAIVED: 07/17/18	38-1	CE-LIEN Code Enforcement Lien	27,250.00	0.00

January 30, 2019
10:21 AM

CITY OF EUSTIS
Violation Detail

Page No: 2

Activities:

Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time	Status
	INSP FIRE	EM	03/05/18			Fail
Comment: From: Everson, Niki <eversonn@ci.eustis.fl.us> Sent: Monday, March 05, 2018 4:44 PM To: Martin,Eric <MartinE@ci.eustis.fl.us> Subject: Letter- 1110 E Bates Ave						
Please send letter to 1110 E Bates Ave. I am still lacking documentation. Ive attached the last correspondence as well as the report. They tried to send it to me I suppose, but it was never received.						
	CN MAILED		03/07/18			Pass
Comment:						
	FIRE RE-INSP	EM	03/20/18			Open

January 30, 2019
10:21 AM

CITY OF EUSTIS
Violation Detail

Page No: 3

Comment: Emailed Niki for update. She responded stating she has not received the reports she needs.
VN MAILED 03/21/18 Pass

Comment:
VN POSTED DD 03/21/18 01:00 01:30 Pass

Comment: The VN2 was hand served to the resident of 1110 East Bates Ave. at 11:08 hrs.
VN RECEIVED 03/23/18 Open

Comment: VN2 Received. Signature not legible. Green Card attached to case.
VN INSP EM 04/02/18 05:00 05:30 Fail

Comment: Emailed Niki for an update. She responded stating she has not received the documentation she needs.
CONTACT EM 04/02/18 Open

Comment: Raymond Rivera, contractor hired by the property owner, called. Reviewed the violations with him and referred him to the Fire Department. 407-552-8773
NH1 INSP EM 04/09/18 07:30 08:00 Fail

Comment: Emailed Niki for update. She responded stating: I spoke to someone last week who stated the owner put him in charge of getting it done. He said he's trying to schedule with the tenants to get in and check all the smoke detectors & GFCI outlets & he would send me the documentation once completed. I have not heard back since.
FOF ISSUED 04/09/18 Open

Comment: Comply by April 19, 2018 or a fine of \$250 per day of occurrence will be imposed.
FOF INSP EM 04/20/18 02:00 02:30 Fail

Comment: Emailed Niki and Adam for an update. She responded stating she still has not received the documentation she needs.
NH2 MAILED 05/01/18 Pass

Comment:
NH2 INSP EM 05/14/18 Fail

Comment:
LIEN MAILED 05/21/18 Pass

Comment:
NOTE 06/04/18 Pass

Comment: Thanks!

Thank you,
Niki

Niki Everson
Fire Inspector I
Eustis Fire Department
100 W. Norton Ave.

From: DeKruif, David
Sent: Monday, June 4, 2018 4:58 PM
To: Everson, Niki <eversonn@ci.eustis.fl.us>
Subject: RE: Letter- 1110 E Bates Ave

January 30, 2019
10:21 AM

CITY OF EUSTIS
Violation Detail

Page No: 4

Hey Niki,

It was heard by the CEB on 04/09/2018 and given 10 days until 04/19/2018 to be in compliance or a fine of \$250.00 per day of occurrence would be imposed.

Failed the 04/20/2018 FOF re-inspection and notice of the fine imposition (NH2 INSP) was sent certified to the p/owner of record.

A lien was mailed in on 05/21/2018 and it is scheduled for re-inspection on 06/20/2018 by EM.

Dave DeKruif
Code Enforcement Officer

From: Everson, Niki
Sent: Monday, June 4, 2018 4:49 PM
To: DeKruif, David <dekruifd@ci.eustis.fl.us>
Subject: FW: Letter- 1110 E Bates Ave

Do you have a date for this one?

Thank you,
Niki

RE-INSPECTION	EM	06/20/18	Fail
Comment: COF reinspection. Emailed Niki for update. She responded that they have not submitted the documentation she needs to satisfy their fire violation.			
CONTACT		07/11/18	Pass
Comment: Property representative Mr. Rivera called (352-586-5208) to say all the fire code issues had been corrected. Referred Mr. Rivera directly to Fire Inspector Adam Gordon to schedule a re-inspection in order to have the accruing daily fine stopped. DD			
NOTE		07/12/18	Open
Comment: From: Everson, Niki			
Sent: Thursday, July 12, 2018 10:43 AM			
To: Gordon, Adam <GordonA@ci.eustis.fl.us>			
Cc: Martin,Eric <Martine@ci.eustis.fl.us>			
Subject: Re: Letter- 1110 E Bates Ave			

With no response.

On Jul 12, 2018, at 10:42 AM, Gordon, Adam <GordonA@ci.eustis.fl.us> wrote:
They have been in contact with me a couple of times. He called me again yesterday asking what to do. I had to explain everything to him again and told him I was waiting on a message from him with his email address. Niki emailed him all of the information yesterday

From: Gordon, Adam
Sent: Thursday, July 12, 2018 10:43 AM
To: Martin,Eric <Martine@ci.eustis.fl.us>
Cc: Everson, Niki <eversonn@ci.eustis.fl.us>

Subject: Re: Letter- 1110 E Bates Ave

I will call him or send him a text message as soon as I am done at this location

CONTACT 08/03/18 Open

Comment: Mr. Rivera called to report that all documentation was provided to the Fire Department. 352-586-5208

NOTE 08/03/18 Open

Comment: From: Martin, Eric

Sent: Friday, August 03, 2018 11:28 AM

To: Gordon, Adam <GordonA@ci.eustis.fl.us>

Cc: Everson, Niki <eversonn@ci.eustis.fl.us>

Subject: RE: Letter- 1110 E Bates Ave

Mr. Rivera just called me to report that he emailed all the documentation to the Fire Department last week. Have you guys received anything from him?

NOTE 08/03/18 Open

Comment: From: Everson, Niki

Sent: Friday, August 03, 2018 2:51 PM

To: Gordon, Adam <GordonA@ci.eustis.fl.us>

Cc: Martin, Eric <MartineE@ci.eustis.fl.us>

Subject: Re: Letter- 1110 E Bates Ave

Same. I have not received anything either.

On Aug 3, 2018, at 2:42 PM, Gordon, Adam <GordonA@ci.eustis.fl.us> wrote:
At this time, I still have not received anything.

From: Gordon, Adam

Sent: Friday, August 03, 2018 11:30 AM

To: Martin, Eric <MartineE@ci.eustis.fl.us>

Cc: Everson, Niki <eversonn@ci.eustis.fl.us>

Subject: RE: Letter- 1110 E Bates Ave

I did not get anything. He says he is going home to send it to me now. He also has DBPR violations and wanted to know how he fixes them. I explained that was not us. I sent him the website for DBPR.

rrivera63@live.com

LIEN RECORDED 08/06/18 Open

Comment: ORB 5150 PG 1530

FINAL INSP EM 08/07/18 Open

Comment: From: Gordon, Adam

Sent: Tuesday, August 07, 2018 6:21 PM

To: Martin, Eric <MartineE@ci.eustis.fl.us>; Everson, Niki <eversonn@ci.eustis.fl.us>

Subject: Fwd: 1110 e bates ave.

Eric,

This has finally been resolved. I will send a copy of the inspection report to you shortly.
Sent from my iPhone

Begin forwarded message:

From: Ray Rivera <ray2763@gmail.com>

Date: August 7, 2018 at 5:45:20 PM EDT

To: <gordona@eustis.org>

Subject: 1110 e bates ave.

I am letting you know that the units 1110b.1112b.1114b and 1114a smoke detectors are in working order and fire extinguisher are up to date and gfhi also .unit 1110a and 1112a on going tru rehab .to get ready for rentals.i will install.new smoke detector .and gfhi by kitchen and bath area where needed.please let me know if anything else there is to do so that we can stop the violations that the owners are dealing with thank u adam for your time.please respond to let me know u have received it thank you! Raymond rivera.

CONTACT 10/15/18

Open

Comment: Richard called for his parents (owners of the property) that do not speak English to check the status of this violation because they just got back into the Country from Peru. Advised him of the total fine. He said he will speak to his parents and most likely call back. 407-729-1617

CONTACT 10/18/18

Open

Comment: From: Huebsch, Laurie

Sent: Thursday, October 18, 2018 1:48 PM

To: Martin,Eric <MartinE@ci.eustis.fl.us>

Subject: Raymond Rivera

Please call â€" 407-552-8773

Heâ€™s calling about 18-00182. Says he needs to give you information about (1) the owners leaving the country, (2) his work done on the building and (3) wants to request another hearing.

CONTACT 10/23/18

Open

Comment: Mr. Rivera called from 407-552-8773 and left a message so I emailed him the following below:

From: Martin,Eric

Sent: Wednesday, October 24, 2018 8:01 AM

To: 'rrivera630@live.com' <rrivera630@live.com>

Subject: 1110 East Bates Avenue, Application for Reduction

Dear Mr. Rivera,

Attached is an Application for Reduction of Fine that accrued against 1110 East Bates Avenue. If you have it submitted to my office by Monday, November 26, 2018 I will get it scheduled to be considered by the Code Enforcement Board on December 10, 2018.

CONTACT 12/31/18

Open

January 30, 2019
10:21 AM

CITY OF EUSTIS
Violation Detail

Page No: 7

Comment: From: Martin, Eric
Sent: Monday, December 31, 2018 12:46 PM
To: 'rrivera63@live.com' <rrivera63@live.com>
Cc: 'eliades.mansilla@gmail.com' <eliades.mansilla@gmail.com>
Subject: RE: 1110 East Bates Avenue, Application for Reduction

To Whom It Concerns,

Your application for reduction of fine that was scheduled to be considered by the Code Enforcement Board on December 10, 2018 could not be processed because it was submitted missing page 2. Please resubmit and if received by January 9, 2019, it will be considered by the Board on January 14, 2019.

REDUCTION CEB 01/14/19 Pass

Comment: CEB approved request for reduction to \$2,225 upon approval by the City Commission.

Fine Totals:

<u>Service Id</u>	<u>Total</u>
CE-LIEN Code Enforcement Lien	29,500.00
Grand Total:	29,500.00



City of Eustis

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

Staff Report

TO: City Commission
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION NO. 19-21: LEMON-WARD SITE PLAN EXTENSION OF TIME

Introduction:

Resolution No. 19-21 approves a 12-month extension of time to obtain final engineering and construction plan approval for the Lemon-Ward self storage site plan located east of Morin St. between Lemon and Ward Avenues.

Background:

See attached Staff Report.

Recommended Action:

Staff recommends approval.

Policy Implications:

None

Alternatives:

1. Approve Resolution No. 19-21
2. Deny Resolution No. 19-21

Budget Impact:

None

Attachments:

[Staff Report - Lemon Ward Ext Time](#)
[Res. No. 19-21 - Lemon Ward Ext of time](#)
[Resolution No. 18-22 recorded](#)
[Approval Ltr - lemon ward](#)

Reviewed by:

Lori Barnes, Director
Ronald Neibert, City Manager

Approved - 30 Jan 2019
Approved - 01 Feb 2019



City of Eustis

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

Staff Report

TO: City Commission
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION NO. 19-21: LEMON-WARD SITE PLAN EXTENSION OF TIME

Introduction:

Resolution No. 19-21 approves a 12-month extension of time to obtain final engineering and construction plan approval for the Lemon-Ward self storage site plan located east of Morin St. between Lemon and Ward Avenues.

Background:

See attached Staff Report.

Recommended Action:

Staff recommends approval.

Policy Implications:

None

Alternatives:

1. Approve Resolution No. 19-21
2. Deny Resolution No. 19-21

Budget Impact:

None

Attachments:

[Staff Report - Lemon Ward Ext Time](#)
[Res. No. 19-21 - Lemon Ward Ext of time](#)
[Resolution No. 18-22 recorded](#)
[Approval Ltr - lemon ward](#)

Reviewed by:

Lori Barnes, Director
Ronald Neibert, City Manager

Approved - 30 Jan 2019
Approved - 01 Feb 2019



City of Eustis

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

TO: EUSTIS CITY COMMISSION
FROM: RONALD R. NEIBERT, CITY MANAGER
DATE: FEBRUARY 7, 2019
RE: RESOLUTION NO. 19-21: REQUEST FOR EXTENSION OF TIME
LEMON-WARD SELF-STORAGE SITE PLAN (2018-S-01)

Introduction:

Resolution No. 19-21 approves a 12-month extension of time to obtain final engineering and construction plan approval of the Lemon Ward Self-Storage located east of Morin St. between Lemon and Ward Avenues.

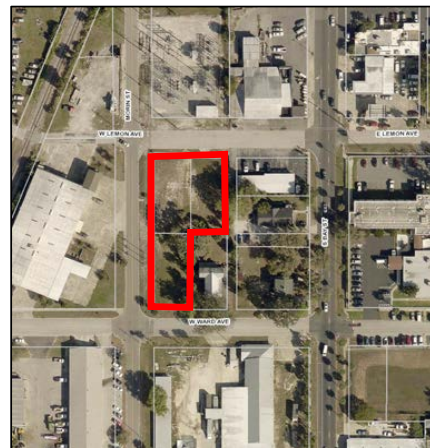
Recommended Action:

The administration recommends approval of Resolution No. 19-21.

Background:

1. Project Information and Prior Actions:

- a. The site is approximately 0.57 acres.
- b. The land use classification is General Commercial (GC) and the property lies within the Urban Corridor design district.
- c. On March 15, 2018, the Commission approved a Site Plan with waivers (Resolution No. 18-22) for a self-storage facility with the following waivers:
 - 1) To Sec. 115-6.1(b) to allow flat walls instead of required architectural relief on walls with the minimum relief of 30 ft. wide and 3 ft. deep.
 - 2) To Sec. 115-6.1(d) to allow building designs with only 2 features for visual relief along the north, south and east elevations.
 - 3) To Sec. 115-6.1(e) to allow a commercial building without a storefront character through architectural features.



2. Owner's Basis for an Extension of Time:

- a. Delayed funding has necessitated the extension of time.

3. Applicable Policies and Codes:

Land Development Regulations Section 102-25 (a) and (c):

- (a) Within 12 months of obtaining approval of a site plan or preliminary plat, an applicant must submit final engineering/construction plans or a final plat or request an extension.
- (c) The applicant may apply for an extension of time, not to exceed twelve months per extension, provided the underlying development order complies with the most recent Land Development Regulations in effect at the time the City Commission considers the extension request, and provided the development is deemed to be continuing in good faith by the City Commission."

The approved plan complies with the current Land Development Regulations and is continuing in good faith. The requested extension of time carries forward the previously approved Site Plan with waivers until March 16, 2020.

Community Input

There was opportunity for public input when the original plan was approved.

Budget / Staff Impact:

There would be no direct costs to the City associated with the action other than providing standard City services to the development.

Reviewed By:

Lori Barnes, AICP, Development Services Director

Prepared By:

Roland D. Magyar, AICP, Senior Planner

Attachments:

Res. No. 19-21

Res. No. 18-22 (including site plan)

Site Plan Approval Letter

RESOLUTION NO. 19-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A TWELVE (12) MONTH EXTENSION OF TIME TO OBTAIN A FINAL ENGINEERING AND CONSTRUCTION PLAN APPROVAL FOR A PRIVATE STORAGE FACILITY ON APPROXIMATELY 0.57 ACRES LOCATED ON THE EAST SIDE OF MORIN STREET BETWEEN LEMON AND WARD AVENUES.

WHEREAS, On January 28, 2019, Enfieldjoe One, LLC. made an application for an extension of time to obtain a final engineering and construction plan approval on approximately 0.57 acres located on the eastside of Morin Street between Lemon and Ward Avenues., more particularly described as:

PARCEL ID NO. 11-19-26-0100-083-01300
EUSTIS E 1/2 OF LOTS 13, 14, 15, 16 BLK 83 PB 1 PG 79 ORB 5023 PG
1215

PARCEL ID NO. -19-26-0100-083-01301
EUSTIS W 1/2 OF LOTS 13, 14, 15, 16 BLK 83 PB 1 PG 79 ORB 5015
PG 1246

PARCEL ID NO. 11-19-26-0100-083-00901
EUSTIS W 1/2 OF LOTS 9, 10, 11, 12 BLK 83 PB 1 PG 79 ORB 5015 PG
1253

WHEREAS, the property described above has a land use designation of General Commercial (GC) and a design district designation of Urban Corridor; and

WHEREAS, a storage facility is permitted in a General Commercial land use district; and

WHEREAS, on March 15, 2018, the City Commission approved a Site Plan with waivers on the subject property through Resolution No. 18-22; and

WHEREAS, Section 102-25 (a) and (c) of the Land Development Regulations provides for a 12-month extension of time, providing the underlying development order complies with the most recent Land Development Regulations and is consistent with the City's Comprehensive Plan, and the development is deemed to be continuing in good faith; and

WHEREAS, the underlying development order complies with the most recent Land Development Regulations and is consistent with the City's Comprehensive Plan; and

WHEREAS, the applicant is deemed to be continuing in good faith,

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

SECTION 1. That the Storage Facility Site Plan, as approved on March 15, 2018, shall remain valid until March 16, 2020, provided that the applicant obtains a Final Engineering and Construction Plan consistent with the approved plans on or before that date.

SECTION 2. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 3. That this Resolution shall become effective immediately on passing.

DONE AND RESOLVED this 7th day of February, 2019 in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this _____ day of February, 2019, by Michael Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, 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 No. 19-21 is hereby approved, and I hereby certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Date

Mary C. Montez, City Clerk

RETURN TO:
CITY CLERK
CITY OF EUSTIS
P. O. DRAWER 68
EUSTIS, FL 32726-0068



INSTRUMENT #2018034515
OR BK 5085 PG 874 - 878 (5 PGS)
DATE: 3/27/2018 3:56:49 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$44.00

RESOLUTION NO. 18-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A SITE PLAN WITH WAIVERS FOR THE CONSTRUCTION OF A SELF-STORAGE BUILDING ON APPROXIMATELY 0.57 ACRES LOCATED ON MORIN STREET BETWEEN LEMON AND WARD AVENUES.

WHEREAS, Enfieldjoe One, LLC, has made application for a Site Plan to construct a self-storage building, on approximately 0.57 acres located on Morin Street between Lemon and Ward Avenues, more particularly described as:

EUSTIS W 1/2 OF LOTS 9, 10, 11, 12 BLK 83 PB 1 PG 79 ORB 5015 PG 1253
(Tax ID: 11-19-26-010008300901)

EUSTIS W 1/2 OF LOTS 13, 14, 15, 16 BLK 83 PB 1 PG 79 ORB 5015 PG
1246 (Tax ID: 11-19-26-010008301301)

EUSTIS E 1/2 OF LOTS 13, 14, 15, 16 BLK 83 PB 1 PG 79 |
ORB 5023 PG 1215 (Tax ID: 11-19-26-010008301300)

WHEREAS, the property described above has a Land Use Designation of General Commercial (GC) and a Design District Designation of Urban Corridor; and

WHEREAS, a self-storage use is a permitted use in the General Commercial (GC) land use designation; and

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

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

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

SECTION 1. That the Site Plan for the construction of the self-storage building located on Morin Street between Lemon and Ward Avenues, and attached hereto as Exhibits A and B, is hereby approved with the following waivers to the Land Development Regulations:

- a. To Sec. 115-6.1(b) to allow flat walls instead of required architectural relief on walls with the minimum relief of 30 ft. wide and 3 ft. deep.
- b. To Sec. 115-6.1(d) to allow building designs with only 2 features for visual relief along the north, south and east elevations.

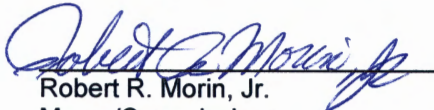
- c. To Sec. 115-6.1(e) to allow a commercial building without a storefront character through architectural features.

SECTION 2. That the Site Plan Approval shall be subject to the owner/developer complying with the following conditions:

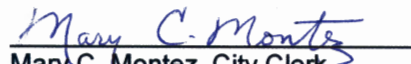
- a. Developing the property in accordance with the approved Site Plan and Architectural Elevations as referenced in Section 1 and attached hereto as Exhibits A and B.
- b. Obtaining and providing copies of all applicable permits from other jurisdictional agencies.

DONE AND RESOLVED this 15th day of March, 2018, in regular session of the City Commission of the City of Eustis, Florida.

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


Robert R. Morin, Jr.
Mayor/Commissioner

ATTEST:


Mary C. Montez, City Clerk

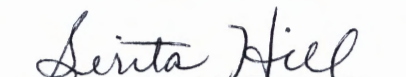


CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

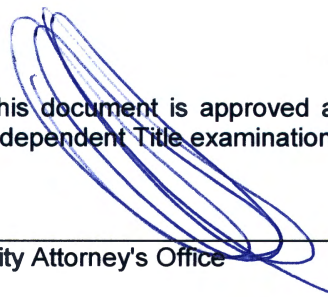
The foregoing instrument was acknowledged before me this 15th day of March 2018, by Robert R. Morin, Jr., Mayor, and Mary C. Montez, City Clerk, who are personally known to me.




Notary Public - State of Florida
My Commission Expires: Aug 20, 2020
Notary Serial No: GG019203

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

3/15/18

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 18-22 is hereby approved, and I hereby certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.



Mary C. Montez, City Clerk

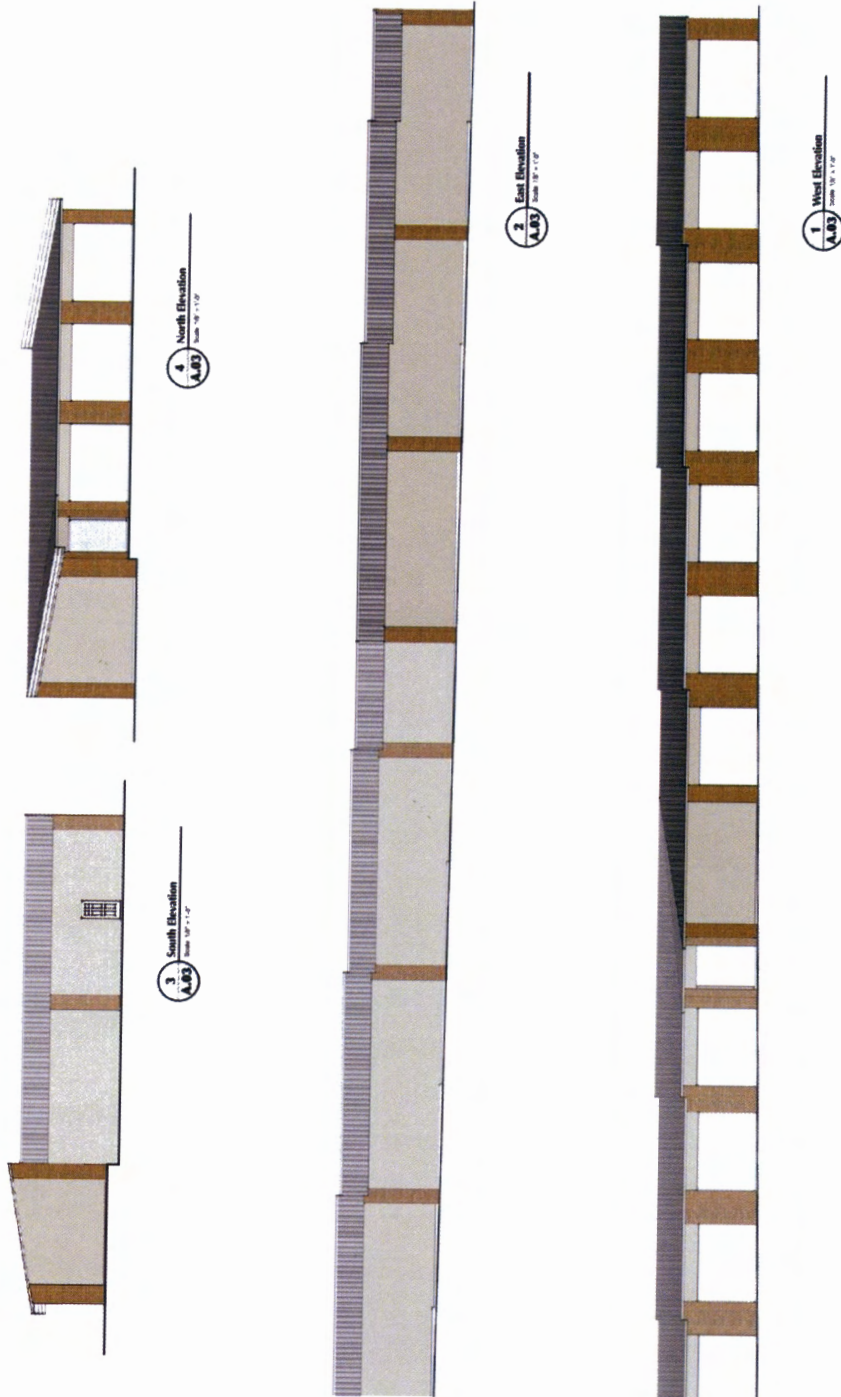


Exhibit A



Exhibit A

Exhibit B



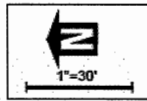


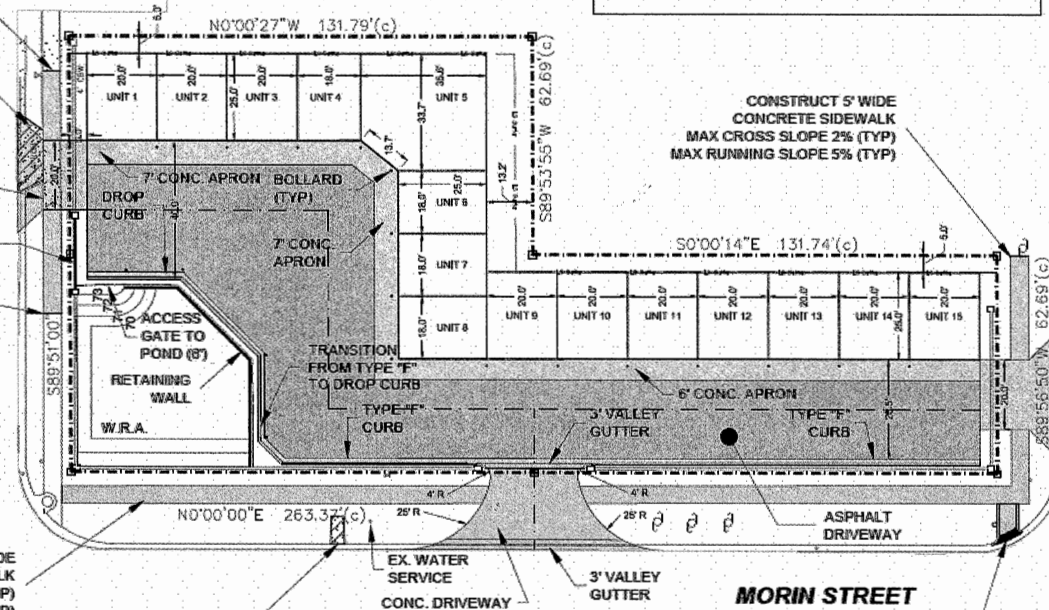
Exhibit A

MATCH EXISTING
REMOVE EXISTING DRIVEWAY APRON
EXIT ONLY DRIVEWAY w/ AUTOMATIC GATE
CLOSE OPENING W/ 4' CONC. BLOCK WALL
MATCH EXISTING
LEMON AVENUE

CONSTRUCT 5' WIDE CONCRETE SIDEWALK
MAX CROSS SLOPE 2% (TYP)
MAX RUNNING SLOPE 5% (TYP)

EX. FIRE HYDRANT

REMOVE CONCRETE SLAB AND RESTORE BACK OF EXISTING CURB AND GUTTER



NOTE:
CONC. DRIVEWAY TO BE 6" THICK 3,000 PSI CONC.
w/ 6x6-W1.4xW1.4 WWF REINF.

MORIN STREET

CONSTRUCT SIDEWALK CURB RAMP WITH DETECTABLE WARNING PER FOOT INDEX 304

PROJECT DATA	
LAND USE :	GC
DESIGN DISTRICT :	URBAN CORRIDOR
	BUILDING SHALL COMPLY WITH SEC. 110-5
	BUILDING DESIGN STANDARDS
PROJECT AREA:	24,776 (0.57 ac)
PROP. IMPERVIOUS AREA :	18,559 s.f. (74.9%)
OPEN SPACE :	25.1%
BUILDING SIZE:	7,055 s.f.
FLOOR AREA RATIO :	0.32
FLOOD ZONE :	X (FIRM 12069C0356E, 12/18/2012)
UTILITIES :	NO WATER OR SEWER PROPOSED
GARBAGE COLLECTION :	CURBSIDE PICKUP

CONSTRUCT 5' WIDE CONCRETE SIDEWALK
MAX CROSS SLOPE 2% (TYP)
MAX RUNNING SLOPE 5% (TYP)

WARD AVENUE

EMERGENCY ACCESS (GATED)



City of Eustis
Development Services Department

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5460

March 19, 2018

Via Email: enfieldjoe@gmail.com

Joe Cudnik
4038 Brookshire Circle
Eustis, FL 32726

PROJECT: LEMON-WARD SITE PLAN

SUBJECT: CITY COMMISSION APPROVAL: 2018-SP-01

Dear Mr. Cudnik:

On March 15, 2018, the Eustis City Commission approved Resolution No. 18-22, the Site Plan for a self-service storage facility with waivers located on Morin Street between Lemon and Ward Avenues, Eustis, FL. Please find attached a signed copy of the resolution for your records.

The next step in the process is the Final Engineering & Construction Plans phase. An application and submittal checklist is attached for your information. Please note, in accordance with the City of Eustis Land Development Regulations Section 102-22, Final Engineering & Construction Plans must be submitted within 12 months of the Site Plan approval granted in Resolution No. 18-22.

If you have any questions, please contact me at (352) 483- 5460 or via email at magyarr@ci.eustis.fl.us.

Sincerely,

Roland D. Magyar, AICP
Senior Planner

enc. as stated
c: File: 2018-SP-01



City of Eustis

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

Staff Report

TO: EUSTIS CITY COMMISSION
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION NO. 19-22: PURCHASE IN EXCESS OF \$25,000 FOR ANNUAL SUBSCRIPTION FOR THE SIRSIDYNIX ONLINE LIBRARY CATALOG

Introduction:

Resolution No. 19-22 approves a purchase in excess of \$25,000 for the Eustis Memorial Library's annual subscription to the Sirsi Dynix system for the online catalog used by patrons and the internal online catalog used by the staff. This catalog provides access to the library materials.

Background:

The City contracted in 2015 for a five year contract renewal. This never came to the Commission before since it fell under the previous \$50,000 threshold.

Recommended Action:

Staff recommends approval for payment of the fourth installment of the 5 year term contract.

Policy Implications:

At the end of the term contract, the library and City will be able to reevaluate and seek additional vendors for this service.

Budget Impact:

This expenditure has been budgeted for the fiscal year 2018/19 and is projected for 2019/20.

Attachments:

[Resolution No 19-22](#)
[INVMT032710](#)

Reviewed by:

RESOLUTION NO. 19-22

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$25,000 FOR THE FOURTH YEAR OF A FIVE-YEAR CONTRACT FOR THE EUSTIS MEMORIAL LIBRARY ONLINE CATALOG SUBSCRIPTION WITH SIRSI DYNIX.

WHEREAS, the City of Eustis, Florida, previously contracted with Sirsi Dynix for a five-year contract for the provision of an online catalog service; and

WHEREAS, the Sirsi Dynix online catalog is essential for the daily operations of the Eustis Memorial Library;

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

1. The Library Director is hereby authorized to proceed with the payment of the fourth year of the Sirsi Dynix online catalog subscription.

DONE AND RESOLVED, this 7th day of February, 2019, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Michael L. Holland, Mayor and Mary C. Montez, City Clerk, who are personally known to me.

Notary Public - State of Florida

My Commission Expires: _____

Notary Serial No: _____

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-22 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 Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk



Invoice

Page 1/1
Invoice INVMT032710
Date 11-Jan-19

Sirsi Corporation
SirsiDynix Technology Center
3300 North Ashton Boulevard
Lehi UT 84043

Bill To: Eustis Memorial Library
P. O. Box Drawer 68
Finance Dept. A/P
Eustis FL 32727-0068

Purchase Order No.	Customer ID	Due on or Before	
	330045	1-Feb-19	
Item Number	Description	Unit Price	Ext. Price
30-95000-111	Symphony Cloud	\$19,504.92	\$19,504.92
30-95000-540	Datastream	\$5,184.86	\$5,184.86
30-95003-140	SmartSource	\$6,389.81	\$6,389.81
30-95003-170	eLearning	\$88.01	\$88.01

	Effective Period: February 1, 2019 - January 31, 2020		

For questions, Please Contact:
Barbara M Caradine @ 800-288-8020 ext 5566
or barbara.caradine@sirsidynix.com

Subtotal	\$31,167.60
Tax	\$0.00
Trade Discount	\$0.00
Total	\$31,167.60

Please Remit Payment to: SirsiDynix #774271, 4271 Solutions Center, Chicago, IL 60677-4002

SirsiDynix is an Affirmative Action/Equal Opportunity employer and is proud to have a drug-free environment.
International Customers: These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited. Upon payment of this invoice, Customer agrees that SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

If paying by wire please reference the invoice number on your bank instructions.



SCHEDULE/EXHIBIT "A"
Eustis Memorial Library

Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates From To	EOL Date	Price
M-1986	Authority Control		1	1/Feb/19 - 31/Jan/20		
M-2015	Bath Server Profile Compliance		1	1/Feb/19 - 31/Jan/20		
M-2370	Reporting Module and MARC Import/Export Utilities		1	1/Feb/19 - 31/Jan/20		
M-2636	User Request and Information Module			1/Feb/19 - 31/Jan/20		
M-2755	Unicorn SaaS LVL2 Annual Base Package Fee		1	1/Feb/19 - 31/Jan/20		
M-0542	Datastream Subscription		30000	1/Feb/19 - 31/Jan/20		
M-2024	Bibliographic Control system with Z39.50 Version 3 Server		1	1/Feb/19 - 31/Jan/20		
M-2427	SmartPORT Concurrent User		1	1/Feb/19 - 31/Jan/20		
M-2005	Backup Circulation Software		1	1/Feb/19 - 31/Jan/20		
M-2043	Circulation Control		1	1/Feb/19 - 31/Jan/20		
11432	SIP2 License when purchased with EnvisionWare products		1	1/Feb/19 - 31/Jan/20		
M-2191	iBistro/Link Public Access Web System		1	1/Feb/19 - 31/Jan/20		
M-2734	SmartSOURCE Network Access		1	1/Feb/19 - 31/Jan/20		
12013	Training - Instructor-Led Value Package, Yearly Subscription		1	1/Feb/19 - 31/Jan/20		
12712	Training - Symphony eLearning, Yearly Subscription, Self-Paced - 5 users		1	1/Feb/19 - 31/Jan/20		

**All prices are in U.S. Dollars and are
exclusive of taxes unless otherwise noted.**

Total 31,167.60

Any questions regarding this schedule can be directed to:
Barbara Caradine
Barbara.Caradine@sirsidynix.com



City of Eustis

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

Staff Report

TO: City Commission
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: RESOLUTION NO. 19-11: MAGNOLIA PARK CONCEPT PLAN

Introduction:

Resolution No. 19-11 approves a concept plan for a 202 unit, multi-family, senior housing community known as Magnolia Park on approximately 17.58 acre parcel at the northeast corner of E. Orange Avenue and E. CR 44.

Recommended Action:

Staff recommends approval of Resolution No. 19-11.

Alternatives:

Approve resolution or deny resolution

Budget Impact:

None

Attachments:

[Staff Report Res. No. 19-11 - Magnolia Park](#)
[Resolution No. 19-11 - Magnolia Park](#)
[ADV proof RESOLUTION nO. 19-11](#)
[500 ft. Notice of Public Hearing - magnolia park](#)

Reviewed by:

Lori Barnes, Director
Ronald Neibert, City Manager

Approved - 24 Jan 2019
Approved - 25 Jan 2019



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

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: FEBRUARY 7, 2019

RE: RESOLUTION NO. 19-11: MAGNOLIA PARK CONCEPT PLAN

Introduction:

Resolution No. 19-11 approves a concept plan for a multi-family, senior housing community known as Magnolia Park, on an approximately 17.58-acre parcel at the northeast corner of E. Orange Avenue and E. CR 44.

Recommended Action:

Recommendation: Staff recommends approval of Resolution No. 19-11. A concept plan does not provide any entitlements to the subject property.

Background:

1. Pertinent Site Information:

- a. The proposed development is to be located on an approximately a wooded, vacant 17.58 acre parcel including 0.7 acres of wetland resulting in 16.88 net acres.
- b. The project is proposed to include 202-units (market-rate senior housing) with amenities and access to Orange Avenue.
- c. The site and surrounding properties land uses, design district designations, and existing uses are shown below.



	Future Land Use	Existing Use	Design District
Site	MCR	Vacant	SC/SN
North	PI/SR	City Wellfield	SN
South	MCR/Urban Low (Co)	SF/Vacant	SC/RP (Co)
East	PI	Church	SC/SN
West	Urban Low (Co)	SFR	CP/RP (Co)

2. Applicant's Request

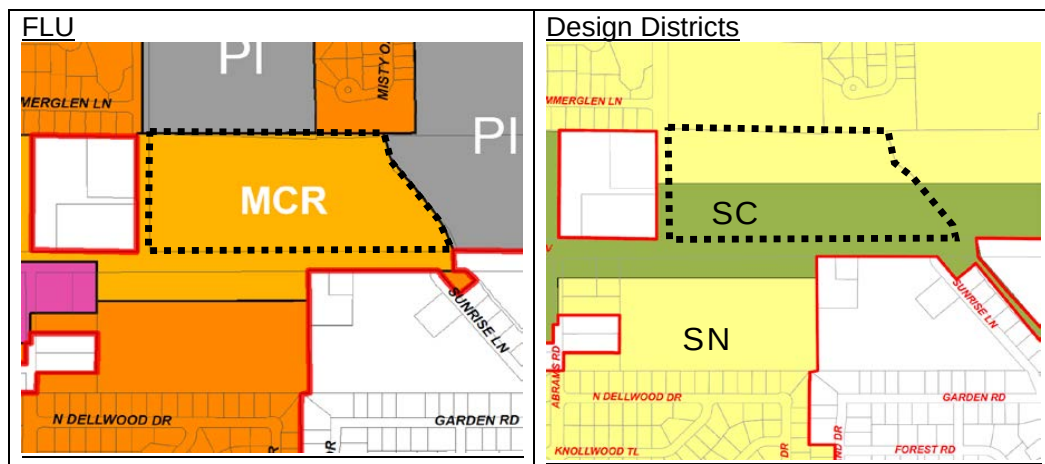
The applicant is requesting Concept Plan approval of a market-rate, 202-unit senior housing community (see Exhibit A). The amenities include a clubhouse, swimming

pool and tennis courts. There will be 26, 1-bedroom units and 176, 2-bedroom units. The applicant is not requesting any waivers at this time.

Considerations:

The property subject to this request has a land use designation of Mixed Commercial/Residential (MCR). The MCR land use category has a maximum density of 12 dwelling units per acre (du/ac). The proposed density of 11.97 du/ac is consistent with the Comprehensive Plan. The project provides 25.5% open space, which meets LDR requirements. Staff has reviewed the concept plan and found it to be substantially consistent with the City regulations.

No development can proceed unless and until the applicant submits for site plan or development plan approval through the prescribed process.



Alternatives:

1. Approve Resolution No. 19-11
2. Deny Resolution No. 19-11

Discussion of Alternatives:

1. Alternative 1 approves the resolution.

Advantages:

- There would be an additional 202 senior housing units in the City.
- The action would be consistent with the goals, objectives and policies of the Housing Element of the Comprehensive Plan.

Disadvantages:

- There is no disadvantage to approving the resolution.

2. Alternative 2 denies the resolution.

Advantages:

- The Commission could request revisions to the proposed plan.

Disadvantages:

- A vacant parcel would remain without development.

Community Input

The Department has notified adjacent property owners, advertised the resolution, and the applicant posted the site. The community will have an opportunity for input at the meeting.

Budget / Staff Impact:

There is no budget or staff impact associated with this resolution, as approval of the resolution does not grant entitlements at this time.

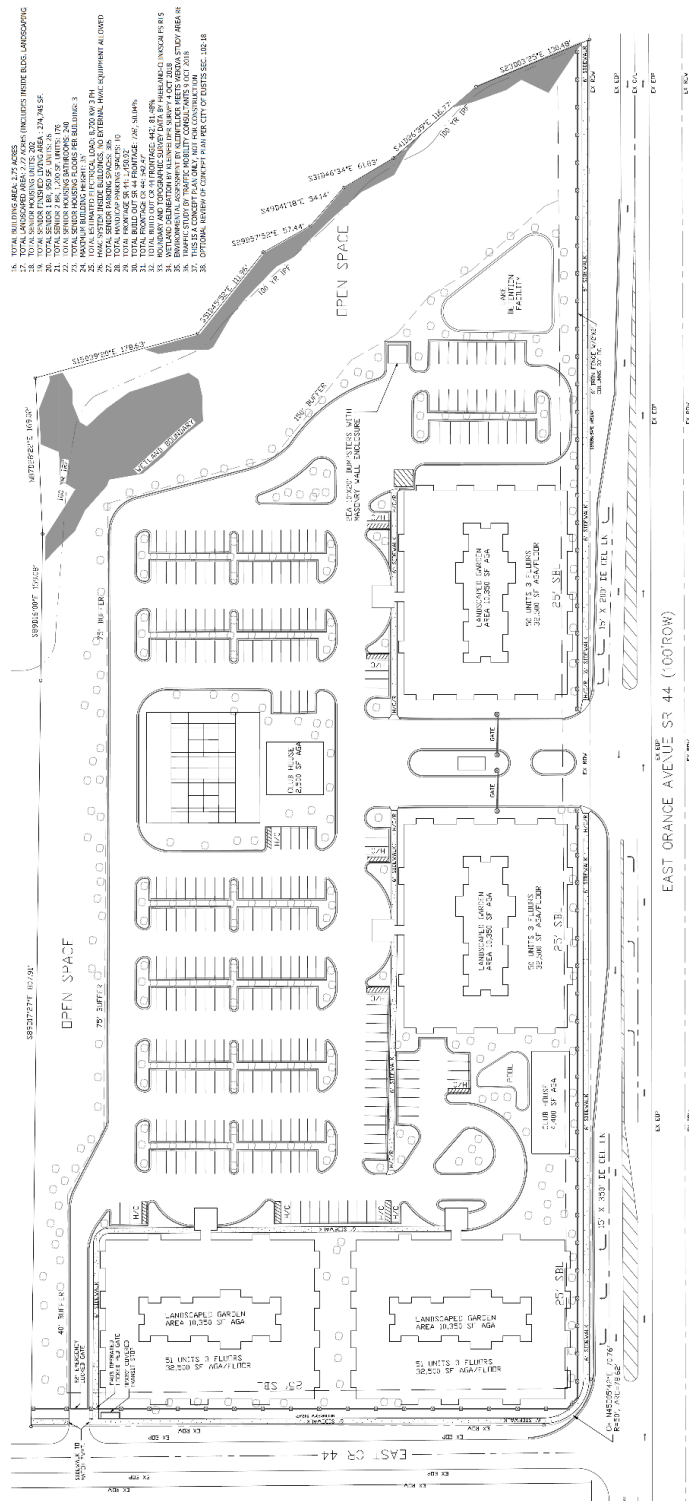
Prepared By:

Roland Magyar, AICP, Senior Planner

Attachments:

- Resolution No. 19-11 with Concept Plan
- Advertisement & Notice to Surrounding Property Owners

EXHIBIT A



RESOLUTION NO. 19-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A CONCEPT PLAN FOR A SENIOR HOUSING, MULTI-FAMILY DEVELOPMENT ON AN APPROXIMATELY 17.58 ACRE PARCEL AT THE NORTHEAST CORNER OF E. ORANGE AVENUE AND E. CR 44

WHEREAS, the Coral Ritz, LLC has made an application for a conceptual site plan approval of a 202 unit, multi-family, senior housing development on 17.58-acre parcel located at the northeast corner of E. Orange Avenue and E. CR 44 more particularly described as:

BEG 659.89 FT S OF NE COR OF SEC 7-19-27, RUN S 231 FT, S 45-00-00 W 599.79 FT TO S BOUNDARY OF NE 1/4 OF NE 1/4 OF SEC 7, THENCE W 345.41 FT, S 110 FT, W 17.32 FT, S 222 FT, W 317.68 FT, S 212 FT TO N BOUNDARY OF SR 44, W ALONG N BOUNDARY OF SAID HWY 2130.50 FT TO POINT INTERSECTING E BOUNDARY OF R/W OF SR 44-A, THENCE N ALONG HWY 593.18 FT, S 89-36-00 E 967.16 FT, N 87-04-20 E 263.26 FT, N 89-41-00 E 700.95 FT TO W LINE OF NE 1/4 OF NE 1/4 OF SEC 7, N 85.10 FT, N 68-54-10 E 1414.75 FT TO POB--LESS FROM NE COR OF NE 1/4 OF SEC 7-19-27 RUN S ALONG E LINE OF NE 1/4 A DIST OF 659.89 FT FOR POB, CONT S ALONG E LINE OF NE 1/4 A DIST OF 230.58 FT, S 45-00-00 W 600.76 FT TO S LINE OF NE 1/4 OF NE 1/4, N 89-21-20 W ALONG S LINE OF NE 1/4 OF NE 1/4 A DIST OF 15.41 FT, S 75 FT, S 88-54-30 W 330.04 FT, S 25 FT, N 89-17-30 W 17.32 FT, S 222 FT, N 89-17-30 W 317.68 FT, S 03-36-51 W 218.36 FT TO N'LY R/W OF SR 44, THENCE W'LY ALONG N'LY R/W OF SR 44, A CHORD BEARING OF N 85-58-42 W & A CHORD DIST OF 176.64 FT, S 89-38-00 W ALONG SAID N'LY R/W LINE 450.38 FT TO CENTERLINE OF A DRAINAGE DITCH, THENCE NW'LY ALONG SAID CENTERLINE OF AN EXISTING DRAINAGE DITCH N 23-17-29 W 130.36 FT, N 41-46-59 W 116.83 FT, N 31-34-47 W 61.86 FT, N 50-00-56 W 54.16 FT, N 30-17-10 W 57.46 FT, N 52-04-50 W 112.07 FT, N 15-59-00 W 178.65 FT, N 87-04-20 E 93.96 FT, N 89-41-00 E 700.95 FT TO A POINT ON W LINE OF NE 1/4 OF NE 1/4, THENCE N'LY ALONG SAID W LINE OF NE 1/4 OF NE 1/4 A DIST OF 85.10 FT, THENCE N 68-54-10 E 1415.47 FT TO POB & LESS BEG AT INTERSECTION OF E LINE OF CR 44 & N LINE OF SR 44, RUN N ALONG W LINE 50 FT TO A POINT OF TANGENCY ON THE CUSP OF A CURVE OF RADIUS 50 FT CONCAVE TO THE NE, THENCE SE ALONG SAID CURVE A DIST OF 78.54 FT TO A POINT OF TANGENCY ON N LINE OF SR 44, THENCE W ALONG SAID N R/W LINE 50 FT TO POB-- ORB 5187 PG 1236

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

WHEREAS, multi-family dwellings are permitted use in the Mixed Commercial/Residential (MCR) land use designation; and

WHEREAS, the concept plan as submitted is consistent with the City's Comprehensive Plan and Land Development Regulations,

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

Section 1: That the Concept Plan for Magnolia Park, attached hereto as "Exhibit A" is hereby approved.

Section 2: That the Concept Plan approval shall be subject to the owner/developer complying with and executing the following conditions:

- A. Submitting a Site Plan or Development Plan application for review and approval in accordance with the City's Land Development Regulations and Comprehensive Plan within one year of the Concept Plan approval.
- B. Providing all applicable permits and certificates of concurrency compliance prior to final development approval.

DONE AND RESOLVED this 7th day of February, 2019, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor-Commissioner

ATTEST:

City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

City Attorney's Office

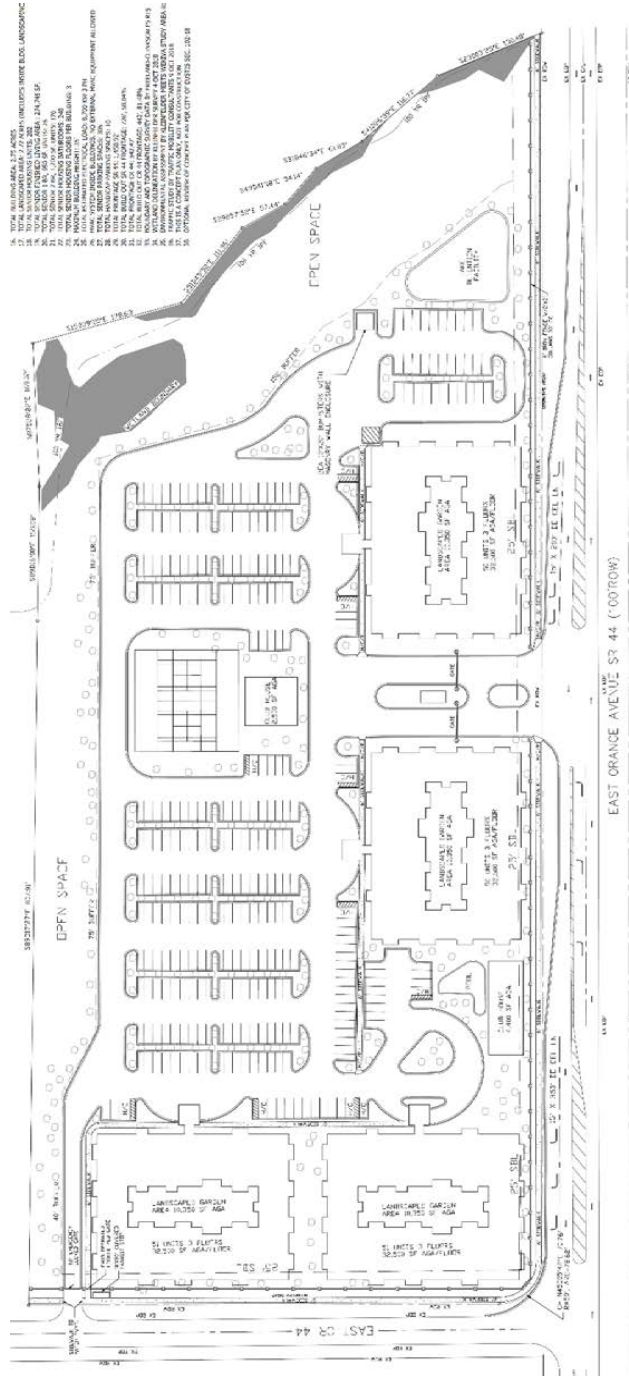
Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-11 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk

EXHIBIT A





Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

City of Eustis (Legals)
P.O. DRAWER 68
EUSTIS, FL 32727-0068

Account Number: 4108071
Order Number: 10084440
Phone: (352) 483-5430
Date: 01/23/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
NOTICE OF PUBLIC HEARING RESOLUTION NO. 19-11 Notice is hereby g	01/25/2019	01/25/2019	\$108.20

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 19-11

Notice is hereby given that the City Commission of the City of Eustis will conduct a Public Hearing on February 7, 2019, at 6:00 p.m. or as may be continued at their discretion, in the City Commission Room, City Hall, 10 North Grove Street, Eustis, Florida, to consider:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A CONCEPT PLAN FOR A MULTI-FAMILY, SENIOR HOUSING DEVELOPMENT ON APPROXIMATELY 17.58 ACRE PARCEL AT THE NORTHEAST CORNER OF E. ORANGE AVENUE AND E. CR 44.

(The concept plan consideration is a courtesy review that precedes site plan review and provides no development entitlements.)

The case file, complete legal description of the property and proposed resolution will be available beginning approximately five working days before the hearing from 8:00 a.m. to 5:00 p.m. at Development Services, 4 N. Grove St., the Office of the City Clerk, 10 N. Grove St., or at www.eustis.org. Please contact our office at 352-483-5460 if you have any questions.

If a person decides to appeal any decision made by the commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and that, for such purposes, he/she may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in these proceedings

should contact the City Clerk at 352-483-5430 at least 48 hours before the hearing date.

Roland D. Magyar, AICP, Senior Planner, Eustis, FL

Ad No: 10084440
January 25, 2019

Payment Info

Ad Price	\$108.20
Tax	\$0.00
Sub Total	\$108.20
Prepaid Amount	\$0.00
Balance Due	\$108.20

Notice of Public Hearing

You are receiving this notice because you own property within 500 feet of a land development request (see below). This is part of the City's notification process to inform the public of this request. If you have questions regarding this request, please contact us at 352-483-5460. If you have no questions or do not wish to attend the meeting, you may disregard this notice.

TO: Surrounding Property Owners
FROM: Roland D. Magyar, Senior Planner
DATE: January 24, 2019
RE: Notice of Quasi-Judicial Public Hearing
Magnolia Park Concept Plan (2018-M-03)

Notice is hereby given for the following public hearing to be held in the City Commission Room, City Hall, 10 North Grove Street, Eustis, Florida, regarding:

RESOLUTION NO. 19-11: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A CONCEPT PLAN FOR A SENIOR HOUSING, MULTI-FAMILY DEVELOPMENT ON APPROXIMATELY 17.58 ACRE PARCEL AT THE NORTHEAST CORNER OF E. ORANGE AVENUE AND E. CR 44

The Eustis City Commission will conduct a Quasi-Judicial Public Hearing on **February 7, 2019 at 6:00 pm**, or as may be continued at their discretion, regarding **Resolution No. 19-11**.

A Location Map is provided on the reverse side.

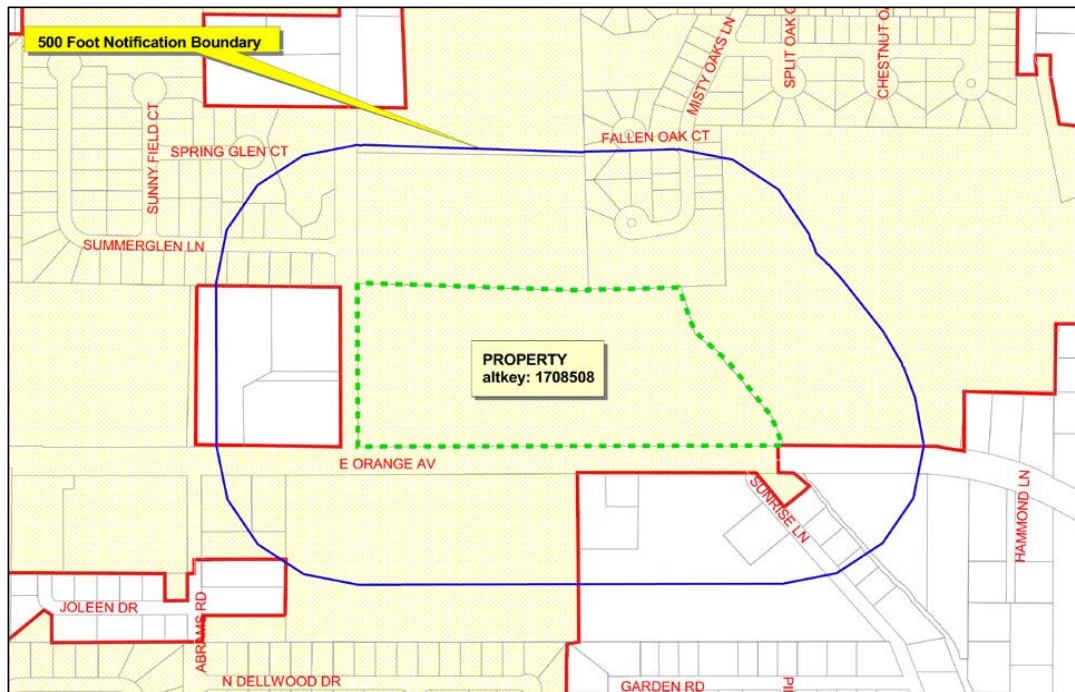
The case file, complete legal description of the property and proposed ordinance will be available for examination beginning approximately five working days before the hearing from 8:00 a.m. to 5:00 p.m. at Development Services, 4 N. Grove St., the Office of the City Clerk, 10 N. Grove St., or at www.eustis.org. Please contact our office at (352) 483-5460 if you have any questions.

If a person decides to appeal any decision made by the commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT 352-483-5430 AT LEAST 48 HOURS BEFORE THE HEARING DATE.

Notice of Public Hearing

LOCATION MAP





City of Eustis

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

Staff Report

TO: City Commission
FROM: Ronald Neibert, City Manager
DATE: February 7, 2019
RE: ORDINANCE NO. 19-02: CONDITIONAL USE PERMIT FOR EUSTIS MARINA LOCATED AT 350 LAKESHORE DRIVE

Introduction:

ORDINANCE NO. 19-02: CONDITIONAL USE PERMIT FOR EUSTIS MARINA LOCATED AT 350 LAKESHORE DRIVE

Background:

Ordinance No. 19-02 approves a Conditional Use Permit to establish an existing marina as a legally conforming use and to provide for expansion of same on property located at 350 Lakeshore Drive in a Suburban Residential (SR) land use district.

Recommended Action:

The administration recommends approval of Ordinance No. 19-02.

Alternatives:

1. Approve Ordinance No. 19-02.
2. Deny Ordinance No. 19-02.

Budget Impact:

There would be no direct costs to the City. There will be no additional staff time beyond the normal review process.

Attachments:

[Ord. No. 19-02 Staff Report-Marina CUP](#)

[Ordinance No. 19-02](#)

[Aerial w-FLU](#)

[Daily Commercial Advertsing Proof Ord. No. 19-02](#)

[Notice of Public Hearing](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 11 Jan 2019
Approved - 11 Jan 2019



City of Eustis

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

TO: EUSTIS CITY COMMISSION
FROM: RONALD R. NEIBERT, CITY MANAGER
DATE: JANUARY 17, 2019
RE: ORDINANCE NO. 19-02: CONDITIONAL USE PERMIT FOR EUSTIS MARINA
LOCATED AT 350 LAKESHORE DRIVE

Introduction:

Ordinance No. 19-02 approves a Conditional Use Permit to establish an existing marina as a legally conforming use and to provide for expansion of same on property located at 350 Lakeshore Drive in a Suburban Residential (SR) land use district.

Recommendation:

The administration recommends approval of Ordinance No. 19-02.

Background:

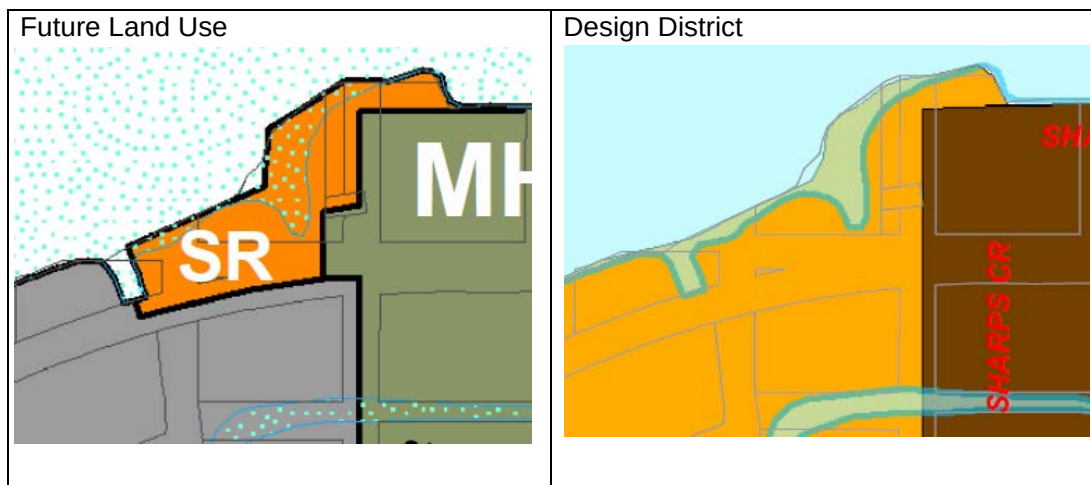
1. Pertinent Site Information:

- a. The subject property is approximately 1.25 acres.
- b. The property contains a one-story 2,620 square foot marina building originally constructed in 1950.
- c. The existing marina is a pre-existing, legally non-conforming use.
- d. Under current land development regulations, the City Commission can approve a marina in a SR land use via Conditional Use Permit.
- e. Over the years, the existing marina has struggled and fallen into disrepair as well as sustaining damage from Hurricane Irma.
- f. The property sold to Lake Investment Ventures in June 2018, and the new owner is actively pursuing rehabilitation of the property and marina operation.



- g. The site and surrounding properties' land use, design district designations, and existing uses are shown below

	Future Land Use	Existing Use	Design District
Site	Suburban Residential	Marina	Urban Neighborhood
North	Lake	Lake Eustis	Lake
South	Public Institutional	Vacant	Urban Neighborhood
East	SR/MH	Mobile Homes	Urban Neighborhood/Urban Corridor
West	PI	Park/Boat Launch	UN



2. Applicant's Request

The applicant requests Conditional Use Permit to bring the existing marina into compliance with the Land Development Regulations and provide for the expansion of the marina use. The existing marina includes a boat ramp, docks, mooring, bait shop, boat repair/storage, and an attached accessory apartment for on-site security personnel.

As shown on the marina rehabilitation/redevelopment site plan, the application proposes the following additional services/uses, as is typical with a marina operation:

Traditional marina accessory structures and uses, including boardwalk and gazebos, 16 covered boat storage spaces, a 960 square foot building addition to provide restaurant service, and one accessory dwelling unit (mobile home) for on-site security. The operation will also include boat rental services.

In addition to the proposed building improvements, the rehabilitation plan provides for repair of the existing concrete driveway, installation of brick pavers, new parking spaces, a deck to the rear of the restaurant building addition, and enhanced landscaping.

The applicant has provided the following additional information regarding marina operations:

Marina access hours: 6:00 am to 10:00 pm

Restaurant hours: 11:00 am to 10:00 pm with food and alcoholic beverage service

Boat storage area will be gated, but gates will be open during marina hours to provide access to parking and handicapped parking spaces. Boats will only be placed in and removed from covered storage area by marina staff.

Boat storage area will be screened from view of adjacent property and public right-of-way by planting fast growing ivy on the existing fencing.

3. Analysis:

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

Section 109-4 (Use Regulation Table) allows a Marina as a conditional use within the SR land use district.

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

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

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

Appropriateness of Use and Compatibility

Location: The marina property was developed sixty-nine years ago and the marina has operated at varying levels of intensity over the years. While currently located in a Suburban Residential land use district, the Urban Neighborhood design district intent statement contemplates neighborhood scale uses, and the property is in close proximity to the central business district. The property is adjacent to City property (public access boat ramp) property to the west and south, and the Sharp's mobile home park to the east has co-existed with the marina since it was developed.

Design: The existing marina is dilapidated and in need of rehabilitation. The applicant's design for the rehabilitation provides for heretofore-unavailable parking and vehicle turn around as well as an organized, weather-protected boat storage area.

Intensity: Over the years, the marina has operated at varying levels of intensity. While the proposed expansion includes additional accessory uses (boat rentals, restaurant, etc.), the increase in intensity should be minimal, and the improved aesthetics of the site and buildings will improve the views (which have been in recent years views of a deteriorating structure and boats).

Configuration: The development on the property is an existing configuration. The proposed rehabilitation and expansion plan works with the existing conditions to provide for an improved marina operation.

Public Facility Impact: The impacts of the marina have already been accounted for with regard to public facilities. The increased intensity due to the expansion should have a negligible effect on public facilities.

4. Staff Recommendation:

In order to minimize adverse effects upon other property in the neighborhood, Staff recommends approval of this Conditional Use Permit with the following conditions (included in draft ordinance):

- a. The Marina operation shall be limited to traditional marina accessory structures and uses, including docks, mooring, bait shop, boat repair and storage, restaurant, boat rentals, and one accessory dwelling unit (mobile home) for on-site security.
- b. Marina access hours and restaurant hours limited to 6:00 am to 10:00 pm
- c. Gates to boat storage area will remain unlocked and open during marina access hours.
- d. Property owner shall grow and maintain an opaque vegetation barrier (such as ivy; climbing jasmine, etc.) along the eastern property line.
- e. Improvements shall generally conform to the Site Plan attached hereto as Exhibit A
- f. Administrative Site Plan approval must be obtained within 6-months.
- g. Site Development Permit and/or Building Permit for construction of site improvements, building additions, placement of on-site security dwelling unit, etc., must be obtained within 1-year.
- h. Modifications to the Marina operation as approved herein will require City Commission approval via a CUP modification.

5. Applicable Policies and Regulations:

- FLU 1.2.4 Development Patterns:
 - o To discourage sprawl, the City shall implement regulations to encourage a mix of uses in specific areas.
- FLU 1.3.2 Maintain Residential Compatibility:
 - o Provide standards and predictable measures by creating compatibility through landscapes, buffer, natural areas or transitional development practices to lessen impacts and integrate development along edges where different land use/densities exist, screen undesirable views, preserve tree canopy, facilitate safe traffic/pedestrian movement.
- FLU Appendix: Suburban Residential (SR):
 - o The Suburban Residential (SR) land use designation is provided to accommodate the majority of residential development within the City. The general range of uses includes 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 up to 5 du/acre.

- Sec. 109-2.3(b): Suburban Residential District (SR):
 - o Areas designated suburban residential (SR) have a maximum density of five units to one acre. The SR designation is intended to provide for a mix of single-family detached, patio homes and townhouse-type dwellings in a suburban atmosphere.
- Sec. 109-5.3: Urban Development Pattern:
 - o The urban development pattern relies primarily on a system of interconnected street grids that prioritizes pedestrians and transit features. A mix of building typologies with a defined center characterizes this pattern.
 - o The Urban Neighborhood Design District is predominately residential uses with some neighborhood scale commercial services.

Alternatives:

1. Approve Ordinance No. 19-02
2. Deny Ordinance No. 19-02

Discussion of Alternatives:

1. Alternative 1 approves the request for a Conditional Use Permit.

Advantages:

- a. A dilapidated use will be rehabilitated and revitalized.
- b. A revitalized business providing services to the public will be opened in Eustis.
- c. The structure will be occupied and maintained.

Disadvantages:

- a. The expansion of the marina operation could increase the intensity of use previously established on the property.
2. Alternative 2 denies the Conditional Use Permit.

Advantages:

- a. No expansion and potential increase in intensity would be experienced by the neighborhood.

Disadvantages:

- a. The new owner could abandon the rehabilitation plan and the property could continue fall into disrepair.
- b. The City could lose the opportunity of having a revitalized business open in the city limits.

Budget / Staff Impact:

There would be no direct costs to the City. There will be no additional staff time beyond the normal review process.

Community Input:

The proper legal advertisements have been placed in the newspaper; surrounding properties within 500 feet have been notified; and the property has been posted. At the writing of this report, staff has had two inquiries from property owners within 500-feet; one requesting information with

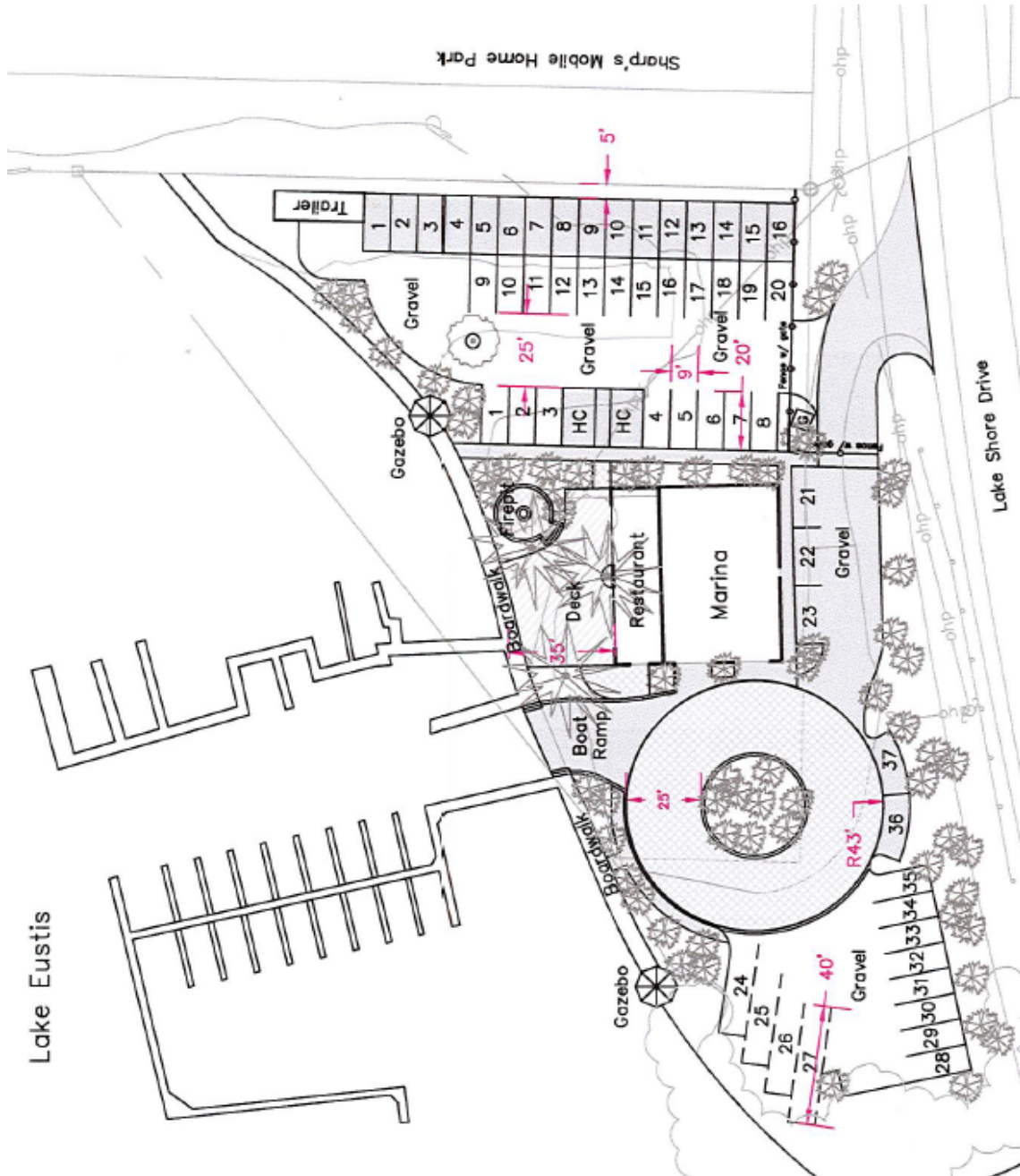
no feedback regarding support or opposition; one asking about music and expressing concerns without noise. (Staff advised of City's noise ordinance and enforcement by the Eustis Police Department).

Prepared by: Lori Barnes, AICP, Development Services Director

Attachments

- Ordinance No. 19-02 w/Exhibit A: Site Plan
- Aerial/Land Use Map
- Surrounding Property Owner Notice
- Legal Advertisement

Site Plan



ORDINANCE NO. 19-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A CONDITIONAL USE PERMIT FOR A PRE-EXISTING NON-CONFORMING MARINA AND EXPANSION OF SAME IN A SUBURBAN RESIDENTIAL (SR) FUTURE LAND USE DISTRICT AT 350 LAKESHORE DRIVE.

WHEREAS, Lake Investment Ventures, LLC has applied for a Conditional Use Permit to establish a pre-existing, legally non-conforming marina as a legally conforming use and to provide for expansion of same located at 350 Lakeshore Drive; and

WHEREAS, the subject property has a Land Use Designation of Suburban Residential and a Design District Designation of Urban Neighborhood; and

WHEREAS, the existing marina is a pre-existing, legally non-confirming use and a marina is allowed as a Conditional Use in the Suburban Residential Land Use District; and

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

WHEREAS, on January 8, 2018, the City's Development Review Committee recommended unanimously to forward the application to the City Commission.

WHEREAS, on January 17, 2019, the City Commission held the 1st Public Hearing to consider the Conditional Use Permit; and

WHEREAS, on February 7, 2019, the City Commission held the 2nd Public Hearing to consider the Conditional Use Permit; and

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

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

1. That the proposed use is desirable at the particular location.
2. That the proposed conditional use will not have an undue adverse effect upon nearby property.
3. That such use will not be detrimental to the health, safety, or general welfare of the citizens residing in the area.
4. That the proposed use will comply with all Regulations and Conditions specified in the City Code for such use.
5. That the proposed conditional use is compatible with the existing or planned character of the neighborhood in which it would be located.

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

Section 1. That a Conditional Use Permit is granted for a Marina on 1.25 acres located at 350 Lakeshore Drive, more particularly described as:

PARCEL NUMBER: 11-19-26-0200-062-00000

EUSTIS, BADGER DIVISION W 231 FT BLK 62, THAT PORTION OF SCHULTZ STREET & CITRUS AVE, BOTH BEING 66 FT R/W WITHIN SUB DESCRIBED AS FOLLOWS: BEG AT A POINT ON N R/W LINE OF CITRUS AVE 33 FT W OF SE COR OF BLK 62, RUN S TO N'LY R/W LINE OF LAKESHORE DR,

THENCE SW'LY ALONG N'LY R/W LINE OF LAKESHORE DR TO E LINE OF BLK 66, THENCE N'LY ALONG E LINE OF BLK 66 TO NE COR OF SAID BLK 66, W ALONG N LINE OF BLK 66 TO SHORELINE OF LAKE EUSTIS, THENCE NE'LY ALONG SHORELINE OF LAKE EUSTIS TO A POINT ON W LINE OF BLK 62, S ALONG W LINE OF BLK 62 TO SW COR OF BLK 62, E TO POB, THAT PORTION OF BLK 66 LYING N OF N'LY R/W OF LAKESHORE DR & E OF UNNAMED CANAL & W OF THE UNIMPROVED SCHULTZ STREET PB 5 PG 39 ORB 5078 PG 1044 ORB 5126 PG 1496 ORB 5129 PG 1971

Section 2. That the conditions of approval include the following:

- a. The Marina operation shall be limited to traditional marina accessory structures and uses, including docks, mooring, bait shop, boat repair and storage, restaurant, boat rentals, and one accessory dwelling unit (mobile home) for on-site security.
- b. Marina access and restaurant hours limited to 6:00 am to 10:00 pm
- c. Gates to boat storage area will remain unlocked and open during marina access hours.
- d. Property owner shall grow and maintain an opaque vegetation barrier (such as ivy; climbing jasmine, etc.) along the eastern property line.
- e. Improvements shall generally conform to the Site Plan attached hereto as Exhibit A
- f. Administrative Site Plan approval must be obtained within 6-months.
- g. Site Development Permit and/or Building Permit for construction of site improvements, building additions, placement of on-site security dwelling unit, etc., must be obtained within 1-year.
- h. Modifications to the Marina operation as approved herein will require City Commission approval via a CUP modification.

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

Section 4. That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 5. That this Ordinance shall become effective immediately on passing.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7^h day of February, 2019.

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

Michael L. Holland
Mayor-Commissioner

ATTEST:

City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of February, 2019 by Michael L. Holland, Mayor and Mary C. Montez, City Clerk, who are personally known to me.

Notary Public - State of Florida

My Commission Expires:_____

Notary Serial No:_____

CITY ATTORNEY'S OFFICE

This document has been reviewed and 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

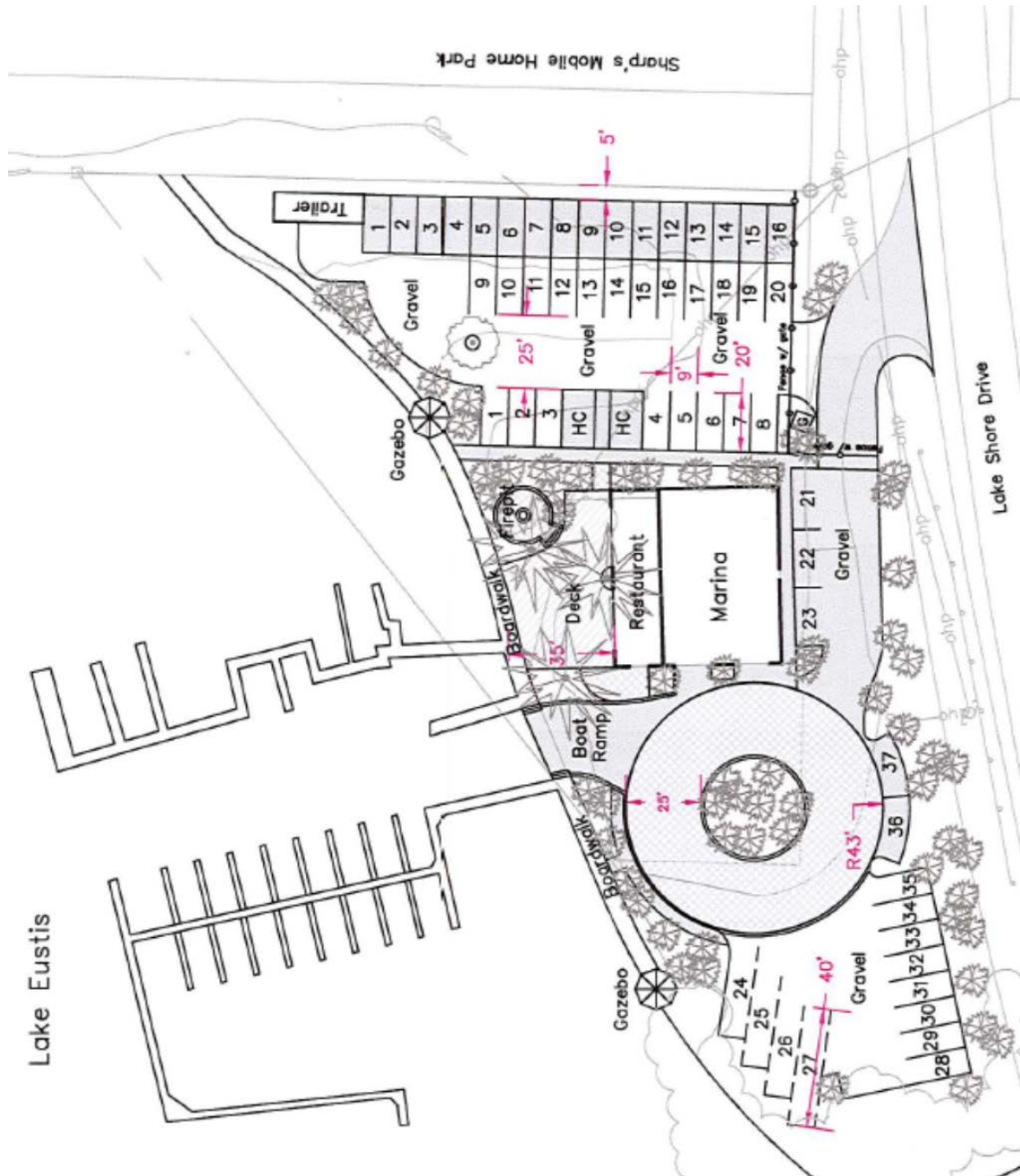
CERTIFICATE OF POSTING

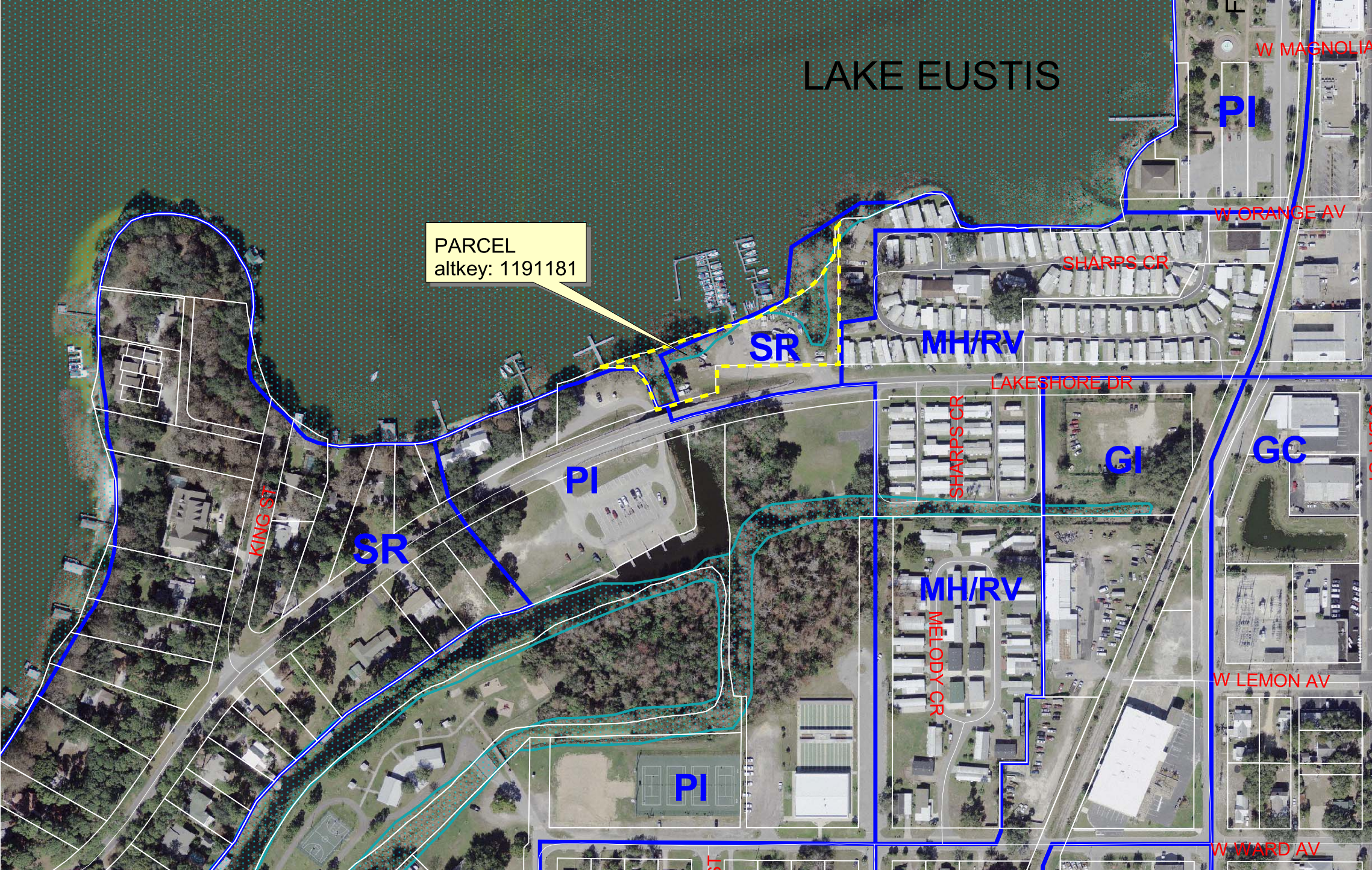
The foregoing Ordinance No. 19-02 is hereby approved, and I hereby certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Date

Mary C. Montez, City Clerk

Exhibit A





Daily Commercial

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

City of Eustis (Legals)
P.O. DRAWER 68
EUSTIS, FL 32727-0068

Account Number: 4108071
Order Number: 10083608
Phone: (352) 483-5430
Date: 12/21/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
NOTICE OF QUASI-JUDICIAL PUBLIC HEARING ORDINANCE NO. 19-02 No	01/03/2019	01/03/2019	\$111.64

NOTICE OF QUASI-JUDICIAL PUBLIC HEARING

ORDINANCE NO. 19-02

Notice is hereby given that the Eustis City Commission will conduct a Public Hearing for the first reading of Ordinance No. 19-02 on January 17, 2019, at 6:00 p.m. and the second reading on February 7, 2019 at 6:00 p.m., or as may be continued at their discretion, in the Commission Room, City Hall, 10 N. Grove St., Eustis, FL. The proposed Ordinance is described as follows:

ORDINANCE NO. 19-02: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A CONDITIONAL USE PERMIT FOR A PRE-EXISTING NON-CONFORMING MARINA AND EXPANSION OF SAME IN A SUBURBAN RESIDENTIAL (SR) FUTURE LAND USE DISTRICT AT 350 LAKESHORE DRIVE.

The case file, complete legal description of the property and proposed ordinance will be available beginning approximately five working days before the hearing from 8:00 a.m. to 5:00 p.m. at Development Services, 4 N. Grove St., the Office of the City Clerk, 10 N. Grove St., or at www.eustis.org. Please contact our office at 352- 483-5460 if you have any questions.

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and that, for such purposes, he/she may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons

with disabilities needing assistance to participate in these proceedings should contact the City Clerk at 352-483-5430 at least 48 hours before the hearing date.

Lori Barnes, AICP, Development Services Director, Eustis, FL

Ad No: 10083608
January 03, 2019

Payment Info	
Ad Price	\$111.64
Tax	\$0.00
Sub Total	\$111.64
Prepaid Amount	\$0.00
Balance Due	\$111.64

Notice of Public Hearing

You are receiving this notice because you own property within 500 feet of a land development request (see below). This is part of the City's notification process to inform the public of this request. If you have questions regarding this request, please contact us at 352-483-5460. If you have no questions or do not wish to attend the meeting, you may disregard this notice.

TO: Surrounding Property Owners
FROM: Lori Barnes, AICP, Development Services Director
DATE: January 3, 2018
RE: Notice of Quasi-Judicial Public Hearing – Ordinance 19-02

Notice is hereby given for the following public hearing to be held in the City Commission Room, City Hall, 10 North Grove Street, Eustis, Florida, regarding:

ORDINANCE NO. 19-02: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A CONDITIONAL USE PERMIT FOR A PRE-EXISTING NON-CONFORMING MARINA AND EXPANSION OF SAME IN A SUBURBAN RESIDENTIAL (SR) FUTURE LAND USE DISTRICT AT 350 LAKESHORE DRIVE.

The Eustis City Commission will conduct a Quasi-Judicial Public Hearing on **January 17, 2019 at 6:00 pm**, or as may be continued at their discretion, regarding the first reading of **Ordinance No. 19-02**.

The second reading of **Ordinance No. 19-02** will be held on **February 7, 2019 at 6:00 pm**, or as may be continued at the discretion of the City Commission.

A Location Map is provided on the reverse side.

The case file, complete legal description of the property and proposed ordinance will be available for examination beginning approximately five working days before the hearing from 8:00 a.m. to 5:00 p.m. at Development Services, 4 N. Grove St., the Office of the City Clerk, 10 N. Grove St., or at www.eustis.org. Please contact our office at (352) 483-5460 if you have any questions.

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and that, for such purposes, he/she may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT 352-483-5430 AT LEAST 48 HOURS BEFORE THE HEARING DATE.

File No.: 2018-CU-04

Notice of Public Hearing

LOCATION MAP

