



AGENDA

City Commission Meeting

6:00 PM – Thursday, December 12, 2024 – City Hall

Invocation: Moment of Silence

Pledge of Allegiance: Commissioner Gary Ashcraft

Call to Order

Acknowledge of Quorum and Proper Notice

1. Agenda Update

2. Approval of Minutes

2.1 Approval of Minutes

November 7, 2024 City Commission Workshop - LDRs

November 21, 2024 City Commission Meeting

3. Audience to be Heard

4. Consent Agenda

4.1 City Commission Meeting Schedule 2025

4.2 Resolution Number 24-107: Amendment in the amount of \$7,726,900 to the FY24/25 Budget for carry-over of FY23/24 unencumbered budgeted funds

4.3 Resolution Number 24-109: Approving a Purchase in Excess of \$50,000 for a Public Utilities Replacement Sewer Truck

4.4 Resolution Number 24-111: Authorizing a utility incentive credit of \$25.00 for utility customers who sign up for both e-billing and autopay services

4.5 Resolution Number 24-112: Amendment in the amount of \$3,921,714.05 to the FY24/25 Budget for Carry-over of FY23/24 encumbered by purchase order funds

4.6 Resolution Number 24-113: Approving Disbursement of American Rescue Plan Act Funds for the Conversion of Septic Systems to City Sewer for Johnson's Point Project

5. Ordinances, Public Hearings, & Quasi Judicial Hearings

5.1 Resolution Number 24-110: Sixth Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract

5.2 **SECOND READING**

Ordinance Number 24-39: Amending Chapter 2, Article VI – Procurement Procedures

6. Other Business

6.1 Waste Collection Services Discussion

7. Future Agenda Items and Comments

7.1 City Commission

7.2 City Manager

7.3 City Attorney

7.4 Mayor

8. Adjournment

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

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



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: December 12, 2024

RE: Approval of Minutes

November 7, 2024 City Commission Workshop - LDRs

November 21, 2024 City Commission Meeting

Introduction:

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

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary C. Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Workshop: Land Development Regulations

4:30 PM – Thursday, November 07, 2024 – City Hall

Call to Order: 4:30 P.M.

Acknowledgement of Quorum and Proper Notice

PRESENT: Commissioner Gary Ashcraft, Commissioner Christine Cruz, Commissioner Willie Hawkins, Vice Mayor Emily Lee and Mayor Michael Holland

1. Workshop Item with Discussion and Direction

1.1 Proposed Revisions to the City's Land Development Regulations regarding New Subdivisions in the Suburban Residential (SR) Land Use District - Kimley-Horn

Mike Lane, Development Services Director, commented on the previous discussion with the Commission regarding the "cookie cutter" subdivisions coming into the City and possible changes to the Suburban Residential land use district. He introduced Kimley-Horn consultants, Brian Canon and Kay Magruder, who reviewed the proposed revisions to the City's Land Development Regulations.

Mr. Canon introduced the Eustis development standards and architectural guidelines for new single family subdivisions in the Suburban Residential future land use designation and discussed their evaluation of the land development code. He commented on their meetings with individual Commissioners in order to hear their input. He noted they toured various neighborhoods and commented on the lack of diversity in the single-family homes, prominence of the garages and lack of street trees. He cited some items that could be done including varying the lot widths, varying the building setbacks, adding porches or patios, and considering smaller lot sizes. He noted that the state changed the comprehensive plan regulations to state they could not regulate architecture, which was not going to be their intent.

Mr. Canon discussed the two parts of the process - development standards (mandatory when requesting a waiver for smaller lots) and architectural style guidelines which would be advisory. He emphasized that the advisory portion would have more impact than they might think. He encouraged them to interrupt with any questions during the presentation. He provided an overview of the proposed mandatory development standards and requirements for single family lots and presented a map showing the vacant parcels designated as Suburban Residential. He explained that a broad range of lot sizes creates more variety in the community. He reviewed the basic criteria with lot widths, setbacks, porch/patio width and depth and garage placement. He stated that porches are required for 60% of lots within a new residential subdivision seeking a waiver for reduced lot sizes with a minimum depth of 8 ft. required to ensure it is usable, and porches may encroach into the front setback by 8 ft. He commented on the issue of massing: 50% of lots less than 50 ft. wide must be two stories and noted that all lots that are 50 or 55 ft. wide must be two stories. Mr. Canon provided visual references with front-loaded and rear-loaded lot configuration options.

Mr. Canon then reviewed the proposed architectural style guidelines that would be advisory including coastal, craftsman, and transitional farmhouse style features. He commented on the samples of each they provided and the essential elements of each style.

Commissioner Hawkins asked how developers feel about the rear lots with Mr. Canon responding the more sophisticated developers fill them all the time. He indicated that can't be done on a small lot but they work well on larger projects. Commissioner Hawkins asked if that adds a significant cost to rear load the lots with Mr. Canon indicating that he doesn't have exact costs but that it wouldn't break the bank.

Mr. Canon discussed the density options stating that it doesn't automatically improve the quality. He provided an example utilizing 50' wide lots comparing 28 units with 5.3 DU/Ac and 26 Units with 5 DU/Ac. He noted that changing density alone is not an automatic fix.

The Commission asked whether or not people want garages with Mr. Canon indicating people want garages but are willing to do without if it lowers the price. Discussion was held regarding mixed sizes of homes with Mr. Canon indicating they do not recommend mixing the lot sizes on the same street face. The Commission asked about retention ponds being considered open space with Mr. Canon responding park space could be used to handle stormwater but it should be used as an amenity and be well landscaped with a walkway around it.

Ms. Magruder reviewed their recommended changes to the City land development regulations as follows: 1) Under Section 102-11, adjusted the number of lots within a subdivision that are exceptions to the pre-application meeting requirement; 2) Included a new provision to require community meetings for all residential developments of six or more units.

Commissioner Cruz requested that the requirement be changed to three or more rather than six with Tom Carrino, City Manager, explaining that staff began with three but felt that three units did not have a significant enough impact on a neighborhood to require a community meeting.

The Commission asked about the responsibility of the developer to notice the community meeting with Mr. Carrino explaining that, in general, a community meeting is not required except in certain circumstances. Currently, there is not a standardized process for a community meeting. The developer can decide when, where and how to hold such a meeting or they can pay a \$150 fee and City staff will host the meeting and provide notifications but that is not required. He suggested that, if the City is going to require the community meetings, then they may need to establish a set process for those meetings. It was agreed that the fee needed to be addressed.

Discussion was held regarding the process for notifying and holding a community meeting and how they should be done. It was suggested that the process should be standardized for any project over a certain size and that staff be required to attend the meetings and prepare a report.

Ms. Magruder then discussed the lot types and size. She indicated their recommended changes to the Section 109 tables regarding Urban, Suburban and Rural Performance Standards. She explained they basically are removing those lot types from being allowed in the Suburban Residential land use district and required that they all must be

100-foot wide. She added that a developer could request a waiver to reduce the lot width which would have to go before the Commission.

The Commission questioned whether or not a fee is required for a waiver with Jeff Richardson, Deputy Development Services District, responding positively. He commented on how the process works with Ms. Magruder indicating that the waiver process could be changed to not just apply to the preliminary site plan and added they could adjust the timeline appropriately.

Ms. Magruder then presented information regarding their proposed new building lot type - Single-Family Detached. She noted it would replace the House, Estate and Homestead lot types. It would require a minimum lot width of 100 ft. and minimum depth of 100 ft. Smaller lot sizes could be accessed through the waiver process. She then reviewed a new section of the LDR's - Section 115-3.4 - Residential Subdivision Standards for all design districts within the SR future land use designation. She stated it mandates the following: 1) 100-ft. wide lots; 2) Allows the waiver process for smaller lots; 3) Limits the types of streets that may be used within a residential subdivision to Residential Road, Residential Street or Rear Alley as amended; and 4) Cul-de-sacs are discouraged. If a residential street does not provide connectivity outside of direct access from residences to the surrounding street network, it shall be a private street and maintained by the HOA. She explained the purpose is to encourage connection to the surrounding street network so there is not just one ingress/egress.

Commissioner Ashcraft asked if it would increase the street width with Ms. Magruder responding it would not increase the widths; however, it would increase the landscape strip required next to the street but not the pavement width. Commissioner Ashcraft explained that, one of the biggest feedbacks he receives from subdivisions, regards on-street parking. He commented on the difficulty in getting vehicles through the street when there are cars parked on both sides.

Ms. Magruder explained they would need to require designated on-street parking lanes plus the two travel lanes in order to allow on-street parking. Mr. Canon noted that when the lots are large that does not tend to be a problem but it becomes more of a problem when there are smaller lots. He indicated they could discuss that with engineering.

Ms. Magruder commented on open space requirements and subdivisions that do not have meaningful open space and do not consist of passive or active recreation space. She explained they have included a requirement for a centrally located open space in multi-family and mixed-use developments. She reviewed the justifications for not requiring that open space. She stated stormwater ponds could only count towards open space if amenities are incorporated such as pedestrian pathways, benches or other recreational features.

Ms. Magruder reviewed the street type changes noting that on-street parking lanes may be provided on Residential Streets and Residential Roads within 8 to 10 feet and the spaces would not be required to be marked. She added that the Residential Street tree planter width was changed from 6 to 8 feet to support canopy tree plantings and one tree will be required to be planted every 40 feet. She commented on the benefits to having a well developed tree canopy.

Commissioner Cruz asked if there is a list of trees that are not acceptable that could be included with Ms. Magruder indicating there is not currently but they can provide that.

Vice Mayor Lee expressed concern regarding sidewalk damage due to tree roots Ms. Magruder stating that is one reason for the planter area increase from 6 to 8 feet.

Commissioner Cruz stated her arborist had indicated there was some type of plating that could be put in the ground between the dirt and concrete with Ms. Magruder stating that root barriers could be added but that is expensive and would add thousands of dollars per planted tree. She indicated they could add it if the City wants.

Mr. Canon presented information on self-storage options including the basic amount of space needed per person and cost of construction and minimum site size for storage facilities. A review of the facilities in the City shows the City has approximately 19 with two more to come and is at equilibrium.

Mr. Lane reported the City currently has 90 structures with four more to come equaling 631,000 sq feet of space today and two more that are being constructed. He said that equates to 95 sq. ft. per family. He commented on the City being inundated with applications for storage facilities.

The Commission cited the belief that storage facilities give the appearance of transient community. Concern was expressed that many of the units were remain vacant due to the competition with large storage facilities located in surrounding cities.

Ms. Magruder noted that is not a protected use by the state and could be prohibited. Mr. Lane added that it could be changed to a conditional use. He commented on the recent application to construct a facility in the Publix shopping center and whether or not the City could stop it at that point.

Discussion was held regarding why Eustis is so attractive to the storage facilities and how Eustis is trying to be different from the other cities.

Ms. Magruder reviewed options for controlling storage facilities such as prohibiting, require a distance separation, and make it allowable only by a conditional use permit. She reviewed the conditions and building requirements implemented by the City of Orlando for storage facilities. She also reviewed the City of Oviedo requirements.

Ms. Magruder noted the request by Commissioner Cruz for a list of suggested trees to be included.

Mr. Carrino suggested they obtain input from Utilities regarding the types of trees to avoid any issues with utility lines.

Ms. Magruder commented on a suggestion to encourage the developers to bury the utilities within the first 12 feet of the actual property. She indicated it is labeled a utility easement. She added it could be required by the City but, at this time, is not mandatory.

Mayor Holland noted that when the downtown was re-done, the City planted cathedral oaks as their root systems go straight down.

Commissioner Ashcraft asked how the new regulations would be related to existing buildable lots with Ms. Magruder stating that all of the changes will only apply to unplatted lots within Suburban Residential land use. If the lots are already platted, they are locked into the current regulations.

Mr. Carrino indicated that there should not be a problem with trees in the power line the new subdivisions as the new developments are required to put the power lines underground.

Commissioner Cruz cited about Section 102-21 (2) f 4 regarding wildlife studies. She asked to see the FWC included regarding any species specific.

Mr. Carrino responded that there are other areas of the code that reference FWC and Mike Lane stated that Page 274 of the land development regulations regarding wildlife habitat has specifications regarding the different agencies to be included.

Ms. Magruder clarified Commissioner Cruz's intent that they require coordination with FWC for any reviews regarding protected species.

Ms. Magruder asked for clarification from the Commission as to whether they want root barriers required for all trees or only where there may be a waiver of less than eight feet.

Discussion was held regarding leaving the required planter area at eight feet with Ms. Magruder stating that, if someone tried to request a waiver, they could condition it upon installation of the root barrier.

Discussion was held regarding fine tuning the notification process with Mr. Carrino indicating he has it on his list to review and standardize that process.

Discussion was held regarding staff bringing back ordinances to make the recommended changes.

Mayor Holland noted a letter distributed to the Commission from John Keating and encouraged them to review the letter and contact Mr. Carrino or Sasha Garcia with any questions.

2. Adjournment

5:42 P.M.

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

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



MINUTES

City Commission Meeting

6:00 PM – Thursday, November 21, 2024 – City Hall

INVOCATION: MOMENT OF SILENCE

Mayor Holland asked for thoughts and prayers for the Palm Beach County deputy sheriffs who were killed or injured during an accident that day.

PLEDGE OF ALLEGIANCE: VICE MAYOR EMILY LEE

CALL TO ORDER: 6:02 P.M.

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

PRESENT: Vice Mayor Emily Lee, Commissioner Christine Cruz, Commissioner Willie Hawkins, Mayor Michael Holland

ABSENT: Commissioner Gary Ashcraft

1. AGENDA UPDATE

Craig Capri, Police Chief, addressed the audience and asked that everyone treat each other with respect during the meeting.

Tom Carrino, City Manager, asked to switch the two presentations with Florida Budokan being first and then the SWAT and Tobacco Free Florida.

2. APPROVAL OF MINUTES

2.1 November 7, 2024 City Commission Meeting

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee, to approve the Minutes. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

3. PRESENTATIONS

3.1 Florida Budokan Presentation by Chelsey Velilla

Chelsey Velilla, Florida Budokan and Arching Oaks Japanese Art & Culture Center, explained the purpose of their organization. She introduced her husband, Sebastian Velilla, and Mayumi Soeda, their Japanese Outreach Coordinator who is from Nagasaki, Japan. She explained the founding of the organization in 2019 and the intent of their programming. She provided an overview of their facility and programs. She cited the Memorandum of Cooperation between Japan and the State of Florida. She commented on a variety of cultural exchange programs that could be presented within the City. She invited the Commission and audience members to visit their center.

Mayor Holland stated he would ask City staff to provide a link on the City's website. He and the rest of the Commission presented Ms. Soeda with a welcome basket from the City.

Commissioner Cruz asked if Sister Cities could be brought back to the Commission for discussion with Mayor Holland responding that the Commissioners all had the distributed information to read through and it could be discussed at a future meeting.

3.2 SWAT and Tobacco Free Florida Presentation by Michael Kerekes and Sarah MacDonald

Sarah MacDonald, Lake County/Tobacco Free partnership, introduced Ethan and Bella from their Middle and High School Umatilla SWAT Club. They gave a presentation regarding the effects of second hand smoke on children and the environment and other facts regarding smoking. They cited the 2022 update to the Florida Clean Air Act which allows counties and cities to restrict smoking and vaping in public parks, beaches and boat ramps. They requested that the City of Eustis prohibit smoking and vaping in the public parks, require signage and allow for enforcement. They noted that the Bureau of Tobacco Free Florida has funds designated to purchase signage and the Public Health Law Center has developed model ordinances specifically for Florida cities and towns.

Mayor Holland complimented the youth and indicated that he would ask City staff to put consideration on a future agenda.

Mayor Holland then announced that the City received a letter from Senator Rick Scott commending Miranda Muir and the Events and Tourism staff for the recent Veteran's Day event.

Mr. Carrino introduced the City's new IT Director Bryce Hale.

4. APPOINTMENTS

4.1 Reappointment to Eustis Firefighter's Pension and Retirement System Board of Trustees – Jeffrey Stephan

Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins, to reappoint Jeffrey Stephan to the Eustis Firefighters Pension Board of Trustees. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

4.2 Reappointment to Eustis Firefighter's Pension and Retirement System Board of Trustees - Charles R. McMaster

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee, to reappoint Charles McMaster to the Eustis Firefighters Pension Board of Trustees. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

5. AUDIENCE TO BE HEARD

Pat Duncan addressed the Commission regarding the recent LDR workshop and asked if the City could offer some incentives to encourage developers to utilize the smart growth concepts.

Mayor Holland explained staff is still working on the amendments to the land development regulations.

6. CONSENT AGENDA

6.1 Resolution Number 24-104: Approval of Budget Amendment for Purchase in Excess of \$50,000 to enter into a three (3) year agreement for Network and Cybersecurity Services

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

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

7. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

7.1 Resolution Number 24-90: Approving Final Subdivision Plat for Estes Reserve Subdivision, An 18-Lot Single-Family Residential subdivision, on Approximately 4.70 acres located North of Estes Road/Lake Lincoln Lane on the West Side of Estes Road Alternate Key Number 3862867

Sasha Garcia, City Attorney, read Resolution Number 24-90 by title: A Resolution of the City Commission of the City of Eustis, Florida; approving a final subdivision plat for the Estes Reserve Subdivision, an 18-lot single-family residential subdivision, on approximately 4.70 acres located north of Estes Road/Lake Lincoln Lane on the west side of Estes Road (Alternate Key Number 3862867).

Mike Lane, Development Services Director, reviewed the final plat for the Estes Reserve Subdivision. He commented that the final plat was previously heard and postponed to ensure the stormwater ponds had been designed according to the plans previously submitted. Since then, staff has seen the as-builts as well as drone footage which shows the site does comply with City regulations. He stated staff's recommendation for approval.

Attorney Garcia opened the public hearing at 6:22 p.m.

Commissioner Hawkins, Vice Mayor Lee and Commissioner Cruz all reported that they had visited the site and were comfortable that the property did not have any flooding issues. It was noted that there are some items that the Commission does not have control over. Vice Mayor Lee cited areas where the developer went beyond City code including extending the sidewalk to the school and installing handicapped accessible mailboxes.

Pat Duncan submitted a statement from Cindy Newton, who couldn't attend, to be placed into the record.

There being no further public comment, the hearing was closed at 6:27 p.m.

Motion made by Vice Mayor Lee, Seconded by Commissioner Cruz, to approve Resolution Number 24-90. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

7.2 Resolution Number 24-103: Approving a Final Subdivision Plat for Grand Isle Subdivision Located on the Northeast Corner of the Intersection of S. Fish Camp and Grand Island Shores Road (Alternate Key Number 1407745)

Attorney Garcia read Resolution Number 24-103 by title: A Resolution of the City Commission of the City of Eustis Florida; approving a final subdivision plat for the Grand Isle Subdivision, a 40-lot single-family residential subdivision, on approximately 10.72 acres located on the northeast corner of the intersection of S. Fish Camp Road and Grand Island Shores Road (Alternate Key Number 1407745).

Mr. Lane reviewed the final plat for the Grand Isle Subdivision. He provided a history of project and timeline beginning in 2021 and ending with DRC conducting a pre-construction conference in April 2024. He reviewed the subdivision plan details as follows: 1) 10.2 acres; 2) 40 house type lots; 3) 25% open space; 4) 3.73 dwelling units per acre (dua); and 5) 1.0 acres of park space. He noted that staff did go onsite and look at the stormwater retention. He stated that the plan meets the City's regulations and comprehensive plan and stated staff's recommendation for approval.

Attorney Garcia opened the public hearing at 6:31 p.m.

Commissioner Hawkins asked if a tot lot was discussed when it was initially considered.

Mr. Lane responded negatively noting that it was originally submitted in 2022. He confirmed that 120 trees would be planted on the site. They will be required to plant three trees on each lot.

Commissioner Cruz noted the one acre of park space and asked if they had considered placing more trees in the open space area with Mr. Lane responding they have not had that conversation with them.

Christopher DiMillo, owner of SPH Grand Isle LLC, explained they are planting 120 trees in the common areas, as well as installing park benches and trails, in addition to the required three trees per lot.

Commissioner Hawkins confirmed that the maximum density allowed would be five dwelling units per acre.

There being no further public comment, the hearing was closed at 6:34 p.m.

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee, to approve Resolution Number 24-103. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

7.3 Resolution Number 24-105: Preliminary Subdivision Plat for The Grove at Pine Meadows located on the north side of Pine Meadows Golf Course Road, south of the intersection of Orange Avenue and Beach Drive (Alternate Key Numbers 3907758, 2831634 and 1588243)

Attorney Garcia read Resolution Number 24-105 by title: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat for the Grove at Pine Meadows Subdivision, a 60-lot single-family residential subdivision, on approximately 24.96 acres of property located on the north side of Pine Meadows Golf Course Road, south of the intersection of Orange Avenue and Beach Drive (Alternate Key Numbers 3907758, 2831634 and 1588243).

Jeff Richardson, Deputy Development Services Director, reviewed the preliminary subdivision plat for the Grove at Pine Meadows Subdivision. He noted that the application was previously denied so they were given a new subdivision number for the re-application. He reviewed the timeline for the project and cited concerns expressed by residents. The Commission denied the project on July 18, 2024, with a recommendation that the applicant hold a community meeting. He confirmed that they did hold a community meeting and, based on the condition approved by the Commission, re-submitted their application with some changes on October 15, 2024. DRC found the plans technically sufficient and approved the Preliminary Subdivision Plat on October 29, 2024.

Mr. Richardson noted that one of the resident’s concerns included privacy and the applicant did provide a 6-foot privacy fence to surround the property. An additional concern was utilities work on Orange Avenue. He indicated that they may tap into existing lines on Orange Avenue, but all major construction would be on Pine Meadows Golf Course Road. He cited issues that Lake County will be looking for additional information on at final engineering and construction. He indicated that City Utilities also has items that will have to be taken care of at final engineering including piping types, utility easement and utility dedications and that Building will need appropriate floodplain documentation and wetland protection.

Mr. Richardson reviewed some of the generalized questions from the September 17, 2024 community meeting including roads and traffic, flooding and drainage, soil contamination, loss of wildlife, groundwater impact on existing wells, number of new homes, compatibility and privacy. He presented the reviewed preliminary plat. He noted the addition of the 6-foot vinyl fencing and reviewed the details of the plat. He stated the future land use designation is Suburban Residential with a Rural Neighborhood design district. He provided an overview of the densities of surrounding developments including when each was approved. He explained the project is at the preliminary subdivision stage, which requires City Commission approval, and reviewed the next steps leading up to issuance of building permits. He stated the project has been found in compliance by the Development Review Committee and indicated staff's recommendation for approval.

Attorney Garcia opened the floor to Commission questions.

Commissioner Hawkins confirmed the proposed density is 2.88 du/a.

Commissioner Cruz asked about the timeline for the roadways with Mr. Richardson responding that would be during the final engineering and construction plans phase.

Commissioner Hawkins asked how many of the concerns expressed at the community meeting were addressed by the applicant with Mr. Richardson responding that they addressed the connection point for the utilities and the privacy issue by installation of a privacy fence.

Mr. Carrino noted there were a lot of questions regarding the due diligence such as questions about the environmental study with the developer providing copies of the studies to the residents.

Commissioner Hawkins expressed concern regarding the environmental study with Mr. Richardson indicating that the study showed there was nothing that required mediation.

Commissioner Hawkins expressed concern regarding chemicals that previously were stored on concrete.

Attorney Garcia opened the public hearing at 6:49 p.m.

Ben Champion, owner of property adjacent to the project, expressed support for the project. He commented on the following issues: 1) Individual property rights; 2) How the newer developments have to meet more regulations than the older developments; 3) Benefits to the City from development; and 4) How the Commission and staff have to make sure the development complies with all the regulations.

Heather Gross expressed concern regarding the amount of growth, impact on schools and the impact on Orange Avenue. She expressed support for a development with fewer homes.

David Morris expressed opposition to the project due to the increase in population, traffic and runoff. He cited the number of homes that are already available for sale.

Kevin Kisner expressed concern regarding the number of homes proposed. He cited the lack of sidewalks in the area. He expressed support for the imposition of a moratorium until the City's regulations are updated.

Patrick Sides expressed concern regarding the increase in traffic, impact on the roads and wildlife, and emergency access.

Chief Capri confirmed that the City of Eustis would still respond to the Three Lakes community.

Marcus Savage thanked the Commission for recommending that the developer hold a community meeting. He expressed concern regarding the amount of noise that will be produced and possible flooding from runoff. He commented that the developers have not made substantive changes from the meeting. He asked if getting a petition signed would help. He also expressed concern regarding the effect on the wildlife.

Jessica Hutt expressed concern regarding water runoff, the dangers from the increase in traffic, the effect on wildlife, and cost to the residents from loss of habitat.

Eden Geisler noted her mother put up additional signage regarding the hearing due to the small signs that were put up on the site. She expressed concern regarding the increase in student population.

Brenda Rogers commented on the previous proposal for the property to be developed as ranchettes and questioned what happened to that.

Mayor Holland explained the history of the property and stated the property has been sold since then and the new owner can develop the property as long as they adhere to the current regulations for the land use and design districts.

Attorney Garcia explained that the prior owner did not lock in that proposed use and did not follow through. The new owner is entitled to develop how they want as long as they conform with the current regulations for the designated districts.

Ms. Rogers asked how many of the area subdivisions were older with the Commission reviewing the subdivisions that were cited.

Ms. Rogers commented on the overpopulation of the middle school and recommended that be looked at.

Attorney Garcia closed public comment at 7:15 p.m.

Attorney Dan Langley asked to let other members of their team speak first.

Christopher Germana, engineer for the project, stated there are two stormwater ponds proposed for the site - one dry and one wet - which will exceed the City's requirements. He added they are doing yard drains at the rear of the lots to drain the water to the ponds. He explained how the stormwater treatment will function. He indicated that, if necessary, the appropriate relocation permits will be applied for. He stated that the applicant has received a concurrency letter from the Lake County School Board stating there is capacity available to service the development. He explained the School Board did not indicate which school the development would be designated for.

Mr. Germana stated that the project is within the code and is under the maximum allowed. They are proposing 2.8 dua and 5 dua is allowed.

The Commission asked about the buffers with Mr. Germana indicating they are providing landscape buffer, which is required, and adding the privacy fence which is above and beyond what is required by code.

Commissioner Cruz asked about the timing of the fence installation and if they could consider installing the pvc fence sooner with Mr. Germana indicating they could ask the developer to consider that.

Commissioner Hawkins asked about possible environmental contamination and questioned when the environmental study was completed with Mr. Germana responding that the Phase I was submitted and indicated that a Phase II was not required. He explained that a Phase II is required if there is some evidence of contamination.

Commissioner Hawkins asked if they tested around the concrete containers with Mr. Germana stating he had no information on that. Commissioner Hawkins then asked about a landlocked parcel on Myrtle Drive with Mr. Germana responding that there will be an ingress/egress easement to that parcel.

Vice Mayor Lee commented on the resident concerns about the emergency access. She emphasized that there are things that the Commission can and can't do based on the City code. She confirmed they have asked the questions and tried to make it better for the residents.

Commissioner Hawkins echoed that the Commission's hands are tied. He commented on statements made on social media about the Commissioners getting kickbacks. He expressed concern regarding those statements.

Nicholas Bergman, representing the developer, stated that the developer is open to installing the pvc fence prior to construction. He confirmed how they would be addressing the wildlife.

The Commission asked about getting some sidewalks with Mr. Bergman stating that neither Orange Avenue nor Pine Meadows would be torn up by the construction. He explained they will only be working in the right-of-way using directional bores.

Mr. Bergman indicated they will look at what they can do about sidewalks. He commented on the questions regarding the Phase I environmental and explained that, if there had been any evidence of contamination within the past 100 years, it would have triggered a Phase II study.

Commissioner Hawkins asked if Mr. Bergman was present at the community meeting and if he was comfortable with their response to the concerns. Mr. Bergman noted the intent of the fence is to help with sound and indicating there would be 25 feet around the lake without homes. He also noted they are trying to preserve as many of the beautiful oaks on the southern boundary as possible. He added there is a neighbor to the east with five acres that they are working with. He further commented on their response to the community's concerns.

The Commission asked if Mr. Bergman would be willing to live in the neighborhood while it is under construction with Mr. Bergman responding positively.

Commissioner Cruz thanked them for meeting with the residents and for lowering the density from their original proposal.

Vice Mayor Lee asked the developer to look for other ideas they could implement to make it better for residents.

There being no further comments, the hearing was closed at 7:35 p.m.

Mayor Holland commented that he wished the previous owner had locked in a different land use previously so they could have the ranchettes. He explained state statutes require the Commission to approve any development that meets the existing City code or risk facing a lawsuit. He noted that the Commission and staff are working on changing the City's code of ordinances.

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee, to approve Resolution Number 24-105. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

RECESSED: 7:38 p.m. RECONVENED: 7:45 p.m.

7.4 Resolution number 24-106: Preliminary Subdivision Plat for Sager's Cove (2024-S-03), a 5-lot single-family residential subdivision, on approximately 1.88 acres of property located on the south side of East Bates Avenue at 2596 East Bates Avenue (Alternate Key Number 1123461)

Attorney Garcia read Resolution Number 24-106 by title: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat for the Sager's Cove Subdivision (2024-S-03), a 5-lot single-family residential subdivision, on approximately 1.88 acres of property located on the south side of East Bates Avenue at 2596 East Bates Avenue (Alternate Key Number 1123461).

Mr. Richardson reviewed the preliminary subdivision plat for Sager's Cove. He stated the proposal is for a five lot single-family subdivision on 1.88 acres. He provided a timeline for the project and stated DRC found the project technically sufficient on October 24, 2024. He reviewed the details of the preliminary plat as follows: 1) House lot typology; 2) 2.66 dwelling units per acre; 3) half acre of open space; 4) .41 acres of park space; and 5) 15 to 20-foot buffer along Bates Avenue with a stormwater pond in front before the lots begin.

Mr. Richardson reviewed the site location and stated the property has a land use designation of Suburban Residential with Suburban Neighborhood design district. He reviewed the compatibility analysis. He explained the stage of the application, stated the project is technically sufficient and indicated staff's recommendation for approval.

Commissioner Cruz noted the development is a Habitat for Humanity project and asked if they are required to have an HOA with Mr. Richardson indicating that any subdivision with common areas has to have an HOA to fund the maintenance of the common areas. Commissioner Cruz asked if there is anything the City could do to help with that.

Attorney Garcia explained that the infrastructure and open space must be dedicated to the HOA with Commissioner Cruz noting that it is a Habitat subdivision so do they have to have an HOA and do they want to be a HOA.

Attorney Garcia opened the public hearing at 7:52 p.m.

Robert Spraker asked if the new fence will be a privacy fence or chain link. He also asked if Lot B is the park on the backside of the property. He was concerned when the fence would be installed.

A representative from Habitat said they would have to go through the environmental study due to gopher tortoises. She indicated the buffers would be according to City code. She cited the timeline for the project and confirmed that the lot at the end would be the open space area. She indicated they would rather not do an HOA due to the burden on the homeowners and said they would agree to dedicate whatever is necessary to the City.

Commissioner Cruz asked if the residents have to be Habitat participants with the representative responding there will be income restrictions. She explained that, if the lots are in a land trust, then there will be income restrictions in perpetuity. If it is fee simple, where they own both the land and the house, then the first generation will be Habitat homeowners. After that, there would be certain restrictions on the sale.

Commissioner Hawkins expressed concern that handling the subdivision differently could set a precedent.

Discussion was held regarding the creation of a HOA and how Habitat educates their participants on home ownership and the benefits of the owners retaining their home rather than selling it. The representative indicated they no longer hold the mortgages but work with outside lenders. She indicated they are prepared to do the HOA but would rather not.

Mr. Carrino asked if the open space will just be grass or something like a tot lot. He noted that if there were a playground or other active space, the City would have to dedicate it as a public park and do maintenance.

The representative asked what is the likelihood the City could assume maintenance of the road but not the green space with Mr. Carrino indicating that staff would have to make sure it was built to the City's road specifications. He confirmed that a developer would not normally build a development and then hand it over to the City.

Mayor Holland asked if there is sufficient information to make a decision and expressed concern regarding the proposal failing and then they couldn't bring it back for nine months.

The representative stated she could make it a land trust if that's what the City wants.

Attorney Garcia indicated they could postpone consideration if they don't feel they have sufficient information.

The Commission questioned if they could approve the project and then work on the HOA versus land trust issues with Mr. Richardson indicating this is a preliminary plat and those are issues to be determined at final plat. He suggested that Habitat could bring back a plan prior to final plat.

Mr. Carrino indicated that he discussed the project with Rick Gierok and stated that the City does not want to assume responsibility for maintenance of the road, stormwater and tract B. He added that it is up to the Commission if there is a bigger benefit to assuming that responsibility.

Discussion was held regarding what the City would have to maintain with Attorney Garcia confirming that the intent would be for there to be a meeting before final plat regarding the HOA.

There being no further comment, the public hearing was closed at 8:08 p.m.

Motion made by Commissioner Hawkins, Seconded by Commissioner Cruz, to approve Resolution Number 24-106. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

7.5 Explanation of Ordinances for Annexation of Parcel with Alternate Key Number 1443270:

Ordinance Number 24-35 – Voluntary Annexation

Ordinance Number 24-36 – Comprehensive Plan Amendment

Ordinance Number 24-37 – Design District Assignment

SECOND READING**Ordinance Number 24-35: Voluntary Annexation of Parcel located at 2505 E. Orange Avenue with Alternate Key Number 1443270**

Attorney Garcia read Ordinance Number 24-35 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 0.34 acres of real property at 2505 E. Orange Avenue, Alternate Key Number 1443270, on E. Orange Avenue and Cricket Hollow Lane, north side of E. Orange Avenue.

Attorney Garcia confirmed there was no additional presentation regarding the ordinance. She opened the public hearing at 8:09 p.m. There being no public comment, the hearing was closed at 8:10 p.m.

Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins, to adopt Ordinance Number 24-35 on final reading. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

7.6 SECOND READING**Ordinance Number 24-36: Comprehensive Plan Amendment Assignment of Future Land Use for Annexed Parcel located at 2505 E. Orange Avenue with Alternate Key Number 1443270**

Attorney Garcia read Ordinance Number 24-36 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187 F.S.; changing the future land use designation of approximately 0.34 acres of real property at 2505 E. Orange Avenue, Alternate Key Number 1443270, on E. Orange Avenue and Cricket Hollow Lane, north side of E. Orange Avenue from Urban Medium in Lake County to Residential/Office Transitional in the City of Eustis.

Attorney Garcia confirmed there was no additional presentation or Commission questions. She opened the public hearing at 8:11 p.m. There being no public comment, the hearing was closed at 8:11 p.m.

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee, to adopt Ordinance Number 24-36 on final reading. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

7.7 SECOND READING**Ordinance Number 24-37: Assignment of Suburban Corridor Design District for Parcel located at 2505 E. Orange Avenue with Alternate Key Number 1443270**

Attorney Garcia read Ordinance Number 24-37 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Corridor design district designation to approximately 0.34 acres of real property at 2505 E. Orange Avenue, Alternate Key Number 1443270, on E. Orange Avenue and Cricket Hollow Lane, north of E. Orange Avenue.

Attorney Garcia confirmed there was no additional presentation or Commission questions. She opened the public hearing at 8:12 p.m. There being no public comment, the hearing was closed at 8:12 p.m.

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee, to adopt Ordinance Number 24-37 on final reading. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

7.8 FIRST READING

Ordinance Number 24-39: Amending Chapter 2, Article VI – Procurement Procedures

Attorney Garcia read Ordinance Number 24-39 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; deleting and replacing in its entirety Chapter 2, Article VI, Division 2 Procurement Procedures of the Code of Ordinances for the City of Eustis; repealing any and all conflicting ordinances; providing for severability; codification; an effective date; and publication according to law.

Mr. Carrino explained, based on direction from the Commission, staff has amended the purchasing thresholds as follows: 1) Increased small purchases threshold from \$2,000 to \$5,000 and 2) Increased the larger Commission approved purchases from \$50,000 to \$100,000. He indicated they have also added some language that allows the City Manager to authorize an emergency purchase and bring it to the Commission after-the-fact. He noted that a request was made to begin putting City purchases on the website for transparency purposes. He stated that can be done administratively and does not need to be in the ordinance; therefore, staff is working on that. He added that staff has researched local preference. He indicated that a staff report will be sent to the Commission and noted that there are some issues.

Discussion was held regarding local preference issues with Mr. Carrino explaining that Orange County has reciprocity penalties against businesses located in municipalities that have local preference.

Attorney Garcia opened the public hearing at 8:17 p.m. There being no public comment, the hearing was closed at 8:17 p.m.

Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins, to approve Ordinance Number 24-39 on first reading. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

8. OTHER BUSINESS

8.1 Acceptance of 2024 City Commission Election Results

Mayor Holland cited the results of the 2024 election as certified by the Lake County Canvassing Board.

Motion made by Commissioner Hawkins, Seconded by Commissioner Cruz, to accept the election results as certified by the Canvassing Board. Motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cruz, Commissioner Hawkins, Mayor Holland

8.2 E-Billing and AutoPay Incentives

Lori Carr, Finance Director, noted the Commission asked for information regarding the possibility of offering incentives to encourage e-billing and autopay. She indicated there was a memo in the packet prepared by Nichole Jenkins, Customer Service Manager, who did extensive research on the issue.

Mr. Carrino indicated that staff needs direction on the amount of the incentive and asked Attorney Garcia if it needs to be formalized.

Attorney Garcia indicated that it should be formalized via resolution.

Discussion was held regarding staff's recommendation with Ms. Carr explaining that it would be a one time credit per address per person if they sign up for both e-billing and autopay. She added that they recommend providing the \$25 credit to existing customers that are already signed up for e-billing and autopay. It was noted that if someone changed their mind and went back to either paper billing or not doing autopay, then the credit would be taken back.

Mr. Carrino recommended that, if approved by resolution, then in ten years, if they feel the \$25 is too little, then they could reconsider it and change it by resolution.

Discussion was held regarding setting the incentive at \$25.

Commissioner Cruz asked about whether or not the City charges people for paying by credit card with Ms. Jenkins explaining that for the water bill they are not charged additionally for paying by credit card; however, for payment of any other fees they are charged the 3%.

Discussion was held regarding the credit card fees already being covered by the annual water rate increases. It was noted that the autopay is set up only by check or bank draft with Ms. Jenkins indicating that the City pays approximately \$10,000 per month on credit card fees.

Ms. Jenkins Nichole noted that the autopay should also reduce the number of cutoffs.

CONSENSUS: It was a consensus of the Commission for staff to bring back the program in a resolution with the \$25 incentive and removing the credit card fee from the annual water increase.

9. FUTURE AGENDA ITEMS AND COMMENTS

9.1 City Commission

Commissioner Cruz complimented Parks and Recreation on their father-child activities. She noted that on November 30th W.I.N. 1 Ministries will be hosting a turkey giveaway sponsored by Florida Medical Orthopedic and Spine Institute. She announced the next lakefront clean up would be December 7th in Ferran Park. She commented on the need for blood donors and encouraged everyone to donate.

Commissioner Hawkins announced on December 25th there would be a "bring your bike" event in Ferran Park from 12 p.m. to 2 p.m. He also announced that on December 7th and 8th there would be a remote control boat competition with participants coming from all over the world. On December 13th, would be the special needs Christmas party from 6 p.m. to 8 p.m. at the Woman's Club. On December 28th, there would be the next comedy show. He announced that the Advent Waterman CEO is raising money to benefit the hospital and asked people to consider donating. He commented on the number of Parks and Recreation events that don't show up on the City's website and asked for more to get posted.

Mayor Holland noted that both the Library and Parks & Recreation have their own web sites.

Mr. Carrino explained the Library does have its own website but that has to do with the Lake County library system. He indicated that Parks & Recreation is part of the City's website.

Commissioner Cruz suggested that all of the events be placed on the City's Facebook page so people can add it to their calendars.

Vice Mayor Lee wished everyone a happy Thanksgiving. She commented on the Christmas trees at the Clifford House and announced the Commission was going to have a "Grinch" tree.

9.2 City Manager

Mr. Carrino reported the master plan community meeting was held and it will be brought back to the Commission on December 12th after which they will need to hold a CRA meeting to incorporate it into the CRA plan as well. He indicated they also met with G3C2 and will be moving forward with them. The workshop was held regarding the land development regulations and they are targeting January 16th to bring that back to the Commission. He noted he would be out of town the next week. He reported that Public Works has picked up 4500 storm debris piles, 1300 truckloads, and 6400 tons of storm debris. He noted they are burning most of that. He confirmed that the Commission will be meeting on January 2nd although staff will try to keep the agenda light due to swearing in the new Commissioners, election of mayor and vice mayor and appointment to boards and committees. He noted a letter on the dais regarding the City's relationship with Tryon Clearview.

9.3 City Attorney

Attorney Garcia wished everyone a happy and safe Thanksgiving.

9.4 Mayor

Mayor Holland thanked everyone for everything they do. On behalf of the Commission, he wished everyone a happy Thanksgiving. He announced that the next meeting would be December 12th and noted that the next weekend would be the annual Light Up event.

10. ADJOURNMENT: 8:44 P.M.

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

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: December 12, 2024

RE: City Commission Meeting Schedule 2025

Introduction:

The purpose of this item is for the City Commission to formally adopt the meeting schedule for 2025 pursuant to the City Charter and the Commission Rules of Order.

Background:

The City Charter, Article III, Section 10. Paragraph (a), as amended by the 2016 charter referendum, states: "Meetings. The city commission shall meet regularly at such times as may be prescribed in its rules, but not less frequently than once each month."

Section 1(a) of the City Commission Rules of Order, adopted July 16, 2015, states: "A schedule of meetings shall be adopted annually at the organizational meeting in January."

Pursuant to the Charter and Rules of Order, staff recommends the adoption of the following regular meeting schedule with meetings to be held at 6:00 p.m. the first and third Thursdays of each month. **Please note:** The first Thursday in January 2026 is New Year's Day; therefore, staff is recommending scheduling the first January 2026 meeting for the 2nd Thursday – January 8, 2026 as an alternative date.

2025 Meeting Schedule:

January 2, 2025
 January 16, 2025
 February 6, 2025
 February 20, 2025
 March 6, 2025
 March 20, 2025
 April 3, 2025
 April 17, 2025
 May 1, 2025
 May 15, 2025
 June 5, 2025
 June 19, 2025
 July 3, 2025
 July 17, 2025
 August 7, 2025
 August 21, 2025
 September 4, 2025
 September 18, 2025
 October 2, 2025

October 16, 2025
November 6, 2025
November 20, 2025
December 4, 2025
December 18, 2025
January 8, 2026 (2nd Thursday)

Recommended Action:

Staff recommends the City Commission adopt the recommended meeting schedule with two regular meetings held each month at 6:00 p.m.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: DECEMBER 12, 2024

RE: RESOLUTION NUMBER 24-107: AMENDMENT IN THE AMOUNT OF \$7,726,900 TO THE FY 2024/25 BUDGET FOR CARRY-OVER OF FY 2023/2024 UNENCUMBERED BUDGETED FUNDS FOR VARIOUS CAPITAL AND CONSULTING SERVICES

Introduction:

The purpose of Resolution Number 24-107 is to amend the FY 2024/25 budget to include unencumbered budgeted carry-over funds from FY 2023/24 for various capital projects and consulting services.

Recommended Action:

Staff recommend approval of Resolution Number 24-107.

Background:

Each year during the budget process, requested funds for capital projects and consulting services are budgeted taking into account any remaining budgeted funds in the current fiscal year. The process is to budget only those additional funds needed to complete capital projects and consulting services with the intent to carry-over any funds remaining from the prior fiscal year. This allows for the carry-over of funds for capital projects and consulting services that were not encumbered in FY 2023/24.

This amendment provides the mechanism to amend the FY 2024/25 budget to include any necessary remaining FY 2023/24 unencumbered funds for capital projects and consulting services.

Budget and Staff Impact:

The impact to the budget is an amendment to the FY 2024/25 budget in the amount of \$7,726,900. The funding source is remaining FY 2023/24 unencumbered budgeted funds.

Prepared by:

Lori Carr, Finance Director

Reviewed by:

Mari Leisen, Deputy Finance Director

RESOLUTION NUMBER 24-107

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR THE GENERAL, SALES TAX, COMMUNITY REDEVELOPMENT, BUILDING SERVICES, WATER/SEWER, WATER/SEWER R&R, STORMWATER, PARKS IMPACT FEES, WATER IMPACT FEES AND ECONOMIC DEVELOPMENT FUNDS AND BY ADJUSTING EXPENDITURES; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis adopted the final FY 2024/25 budget on September 19, 2024; and

WHEREAS, the City of Eustis has remaining unencumbered budgeted funds for capital projects and consulting services in the FY 2023/24 budget; and

WHEREAS, it is necessary to amend the FY 2024/25 budget to include these remaining funds in order to fully fund various capital projects and contractual services that were not yet started in FY 2023/24; and

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

WHEREAS, the total amount of carry-over funds is \$7,726,900.

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

1. The Fiscal Year 2024/25 Adopted Budget is amended to recognize FY 2023/24 excess carry-over unencumbered budgeted funds for various capital projects and contractual services.
2. The Fiscal Year 2024/25m Adopted Budget is amended in the additional amount of 7,726,900 for certain capital projects and contractual services.

DONE AND RESOLVED, this 12th day of December, 2024 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 12th day of December 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-107 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

CITY OF EUSTIS
FY 2024 - CLOSING BUDGET BALANCES

Account Id	Description	FY 24 Carryover
GENERAL FUND		
001-4930-517-30-34	OPER EXP / TREE EXPENSES	46,700
001-7310-572-60-64	CAP OUTLAY / P&R INFORMATIONAL SIGNS/KEYLESS ENTRY	25,500
001-7320-572-60-18	CAP OUTLAY / P&R ADMIN DOORS	11,900
001-7320-572-60-64	CAP OUTLAY / P&R REFRIGERATOR	3,000
001-8600-581-94-33	MISCELLANEOUS PROJECTS /AMER. IN BLOOM	20,400
	GENERAL FUND TOTAL	107,500
SALES TAX FUND		
010-8600-513-60-01	CAP OUTLAY / CITY COMPUTER UPGRADE PROG	92,000
010-8600-517-60-01	CAP OUTLAY / PW BUILDING IMPROVEMENTS	211,200
010-8600-517-60-11	CAP OUTLAY / LOBBY IMPROVEMENTS	169,800
010-8600-519-60-53	CAP OUTLAY / NORTHSHORE CULVERT	475,000
010-8600-522-60-11	CAP OUTLAY / FIRE FS 22 RENOVATION - CONCRETE	73,600
010-8600-536-60-01	CAP OUTLAY / FLOATING DOCK - PART OF SEAWALL CONTRACT	345,400
010-8600-538-60-05	CAP OUTLAY / EUSTIS ST AND DOANE AVE	110,000
010-8600-541-60-03	CAP OUTLAY / PW SIDEWALK PROJECT - CARDINAL	119,400
010-8600-541-60-04	CAP OUTLAY / PW STREET SEALING	84,400
010-8600-541-60-50	CAP OUTLAY / ROSENWALD GARDENS-COOLIDGE	1,600,100
010-8600-571-60-01	CAP OUTLAY / LIBRARY A/C	185,000
010-8600-572-60-22	CAP OUTLAY/RACQUET/TENN/BALL COURTS IMPR	10,800
010-8600-572-60-74	CAP OUTLAY / P&R CARVER PARK PLAYGROUND EQUIPMENT	87,700
010-8600-572-60-83	CAP OUTLAY / CARVER PARK IMPROVEMENTS FIELD LIGHTS	17,700
010-8600-572-60-85	CAP OUTLAY / P&R AQUATIC CENTER IMPROV.	59,100
010-8600-572-60-86	CAP OUTLAY / P&R SUNSET ISLAND IMPROVEM. PLAYGROUND	60,000
	SALES TAX FUND TOTAL	3,701,200
STREET IMPROVEMENT FUND		
013-4130-541-30-31	OPER EXP / PROFESSIONAL SVC	75,000
013-8600-541-64-12	CAP OUTLAY / TRAFFIC CALMING	78,700
	STREET IMPROVEMENT FUND TOTAL	153,700
COMMUNITY REDEVELOPMENT FUND		
014-8400-581-92-06	NON-DEPARTMENTAL / DEVELOPMENT INCENTIVE	114,000
014-8600-581-60-21	CAP OUTLAY / LAKE EUSTIS SEAWALL REHAB	376,300
014-8600-581-60-38	CAP OUTLAY / CRA SIDEWALK/TREE PLANTING	205,900
014-8600-581-60-46	CAP OUTLAY / CRA PALMETTO PLAZA PARK PH2	469,000
014-8600-581-60-47	CAP OUTLAY / BAY ST DRAINAGE IMPROV	145,000
014-8600-581-60-48	HOUSING REHAB	59,500
014-8600-581-60-49	CAP OUTLAY / CRA STREET REHABILITATION	49,100
014-8600-581-95-05	CARVER PARK BASKETBALL COURT PAVILLION	400,000
	CRA TOTAL	1,818,800
BUILDING SERVICES TOTAL		
020-1520-524-30-34	OPER EXP / OTHER CONTRACTUAL SVC	50,000
	BUILDING SERVICES TOTAL	50,000

CITY OF EUSTIS
FY 2024 - CLOSING BUDGET BALANCES

Account Id	Description	FY 24 Carryover
WATER/SEWER FUND		
040-3300-533-60-64	CAPTIAL OUTLAY / CAMERAS	26,700
040-3510-535-60-64	CAP OUTLAY / COMMUNICATIONS UPGRADES	36,000
040-3580-535-60-64	CAP OUTLAY / COMMUNICATIONS UPGRADES	24,800
	WATER/SEWER FUND TOTAL	87,500
WATER/SEWER R&R FUND		
042-8400-535-30-31	PROFESSIONAL SERVICES	72,100
042-8600-533-65-03	WATER R&R / ARDICE WELL	73,500
042-8600-533-65-51	WATER R&R / EASTER WELL ONE	12,400
042-8600-533-65-71	WATER R&R / ONE TON SERVICE TRUCK	5,000
042-8600-533-65-84	WATER R&R / UTILITY RELOCATION	61,100
042-8600-533-66-06	WATER R&R / JEFFERIS CT GALVANIZED MAIN	176,300
042-8600-533-66-26	WATER R&R / BAY STATE SOUTH UTILITY	75,000
042-8600-533-66-44	WATER R&R / WATER DEPOT OFFICE	700
042-8600-533-66-45	WATER R&R / OFFICE GENERATOR	120,000
042-8600-533-66-49	WATER R&R / GRAND ISLAND WTP FUEL TANK	69,000
042-8600-533-66-50	WATER R&R / EASERN AREA EXPANSION	343,700
042-8600-533-66-51	WATER R&R / CROM TANK	800
042-8600-535-66-45	WATER R&R / EFFLUENT PUMP & MOTOR	36,600
042-8600-535-66-46	WATER R&R / COOLIDGE SEWER MAIN EXPANSION	60,600
042-8600-535-66-49	WATER R&R / CRANE TRUCK	18,100
042-8600-535-66-50	WATER R&R / LIFT STATION CONTROL PANELS	74,700
042-8600-535-66-76	WATER R&R / LIFT STATION GENERATOR	353,500
042-8600-535-66-77	WATER R&R / LIFT STATION #9 REHAB	40,000
	WATER/SEWER R&R TOTAL	1,593,100
STORMWATER FUND		
049-3700-538-30-31	OPER EXP / PROFESSIONAL SVCS	20,000
049-3720-538-60-02	CAP OUTLAY / STORMWATER CULVERT REPLACEM	60,700
	STORMWATER FUND TOTAL	80,700
PARKS IMPACT FEES FUND		
063-8600-572-60-56	CAP OUTLAY / COREY ROLLE FIELD	13,300
	PARKS IMPACT FEES TOTAL	13,300
WATER IMPACT FEES FUND		
065-8600-533-67-17	CAP OUTLAY / EASTERN HIGH SERVICE PUMP	48,600
	WATER IMPACT FEES TOTAL	48,600
ECONOMIC DEVELOPMENT FU ND		
068-1220-522-81-01	FEDERAL GRANTS/ ECONOMIC DEVEL	37,500
068-1220-552-30-31	OPERATING EXP. / PROFESSIONAL SVCS	10,000
068-1220-552-90-02	OTHER USES / ECONOMIC DEV PARTNERSHIP	25,000
	ECONOMIC DEVELOPMENT FUND TOTAL	72,500
CITYWIDE AMENDMENT		7,726,900



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: December 12, 2024

RE: Resolution Number 24-109: Approving a Purchase in Excess of \$50,000 for a Public Utilities Replacement Sewer Truck

Introduction:

Resolution Number 24-109 approves an expenditure in excess of \$50,000 for a replacement sewer cleaning truck that is essential to specialized collections operations in Public Utilities and authorizes the City Manager to execute all agreements associated with the purchase.

Background:

The approved fiscal year 2024-2025 budget includes funds for the purchase of a replacement sewer cleaning truck for Public Utilities. The sewer cleaning truck is used to clean and maintain the gravity sewer system and unclog sewer backups in the City's main lines. It will also have a vacuum to clean debris and sediment out of the gravity system. The new sewer truck is scheduled to replace an unreliable, timeworn truck that does not meet the current increased needs of the department.

The truck was chosen from a provided list of manufacturers/models. Pricing was quoted following a Sourcwell contract. The truck is to be purchased through Southern Sewer Equipment Company via Vac-Con and a Sourcwell contract.

Recommended Action:

Staff recommends approval of Resolution Number 24-109.

Policy Implications:

Not applicable.

Budget/Staff Impact:

The funds were included in the approved Fiscal Year 2024-2025 budget for the purchase of this truck. The total cost of the truck is \$512,415, which falls within our budget.

042-8600-535-66-62	Sewer Cleaning Truck	\$570,000
--------------------	----------------------	-----------

Prepared By:

Olivia Kilgore – Administrative Assistant, Water Department

Reviewed By:

Michael Brundage, Wastewater Superintendent
Paul Shepherd, Water Superintendent
Greg Dobbins, Deputy Director of Public Utilities
Sally Mayer, Administrative Supervisor for Public Utilities

Attachments:

Resolution Number 24-109

Available Upon Request

Quote

RESOLUTION NUMBER 24-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE IN EXCESS OF \$50,000 FOR A PUBLIC UTILITIES REPLACEMENT SEWER TRUCK.

WHEREAS, a replacement sewer cleaning truck is needed in Public Utilities for specialized collections operations; and

WHEREAS, the City’s approved 2024-2025 budget includes funds for the purchase of a replacement sewer truck; and

WHEREAS, the City of Eustis Purchasing Department obtained a quote in accordance with the City’s purchasing policies through utilizing piggyback options on government contracts; and

WHEREAS, the vehicle will be purchased from Southern Sewer Equipment Company through a Sourcewell Contract; and

WHEREAS, the City of Eustis Purchasing Ordinance requires that the City Commission approve any purchase in excess of \$50,000.

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

- (1) The City Commission hereby authorizes a purchase in excess of \$50,000 for a replacement sewer cleaning truck for Public Utilities; and
- (2) The City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase; and
- (3) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 12th day of December, 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

ATTEST:

Michael L. Holland
Mayor/Commissioner

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 12th day of December 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-109 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: DECEMBER 12, 2024

RE: RESOLUTION NUMBER 24-111 AUTHORIZING A UTILITY INCENTIVE CREDIT OF \$25.00 FOR UTILITY CUSTOMERS WHO SIGN UP FOR BOTH E-BILLING AND AUTOPAY SERVICES

Introduction:

On November 21, 2024, Water Customer Service presented to the Commission for consideration an incentive for utility customers to receive a \$25.00 credit per customer, per address, to enroll in both E-Billing and Autopay. Moving forward with this incentive would enable the City to save \$8.28 on postage and processing costs per year per customer. This process will also have a positive effect on our environmental impact, collection efforts by staff and increase timely revenue collection. Having more customers on Autopay will also help reduce the number of utility service disconnects.

Customers would have to be signed up for both programs in order to receive the one-time utility incentive credit. Should a customer drop either service, they would receive a \$25.00 charge on their next utility bill. This incentive would be applied to all customers who are currently enrolled in both E-Billing and Autopay.

Recommended Action:

Staff recommends approval of Resolution Number 24-111 authorizing the Utility Incentive Credit program to proceed.

Background:

The City mails out approximately 11,500 monthly utility bills. This equates to an annual cost of \$95,351.30 for bulk mailings. Given the ever-increasing rates of postage and the steady increase in our customer base, this number is going to continue to climb. Offering customers a one-time incentive to signing up for both E-Billing and Autopay will:

- 1) Lower the City's annual postage costs
- 2) Ensure delivery of each bill (email returns are received same day)
- 3) Reduce collection activities associated with overlooked utility payments
- 4) Increase timely revenue collection

Incentive programs to promote E-Billing and Autopay have already been adopted by two sister cities and have shown positive results.

Budget/Staff Impact:

The current bulk mail budget is set at \$95,351.30 which will only increase as more homes are built and postage continues to increase. Staff feels the only way to lower this amount is to incentivize more customers to sign up for E-Billing. By combining the additional paperless service of Autopay, we are making the package deal more appealing to our customers while increasing the benefits to the City.

Prepared By:

Nichole Jenkins, Water Customer Service Manager

Reviewed By:

Lori Carr, Finance Director

RESOLUTION NUMBER 24-111

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A \$25.00 CREDIT TO UTILITY CUSTOMERS WHO SIGN UP FOR BOTH E-BILLING AND AUTOPAY SERVICES AS AN INCENTIVE TO PROMOTE PAPERLESS BILLING, LOWER POSTAGE COSTS, REDUCE COLLECTIONS AND SERVICE CUT-OFFS AND IMPROVE CUSTOMER SERVICE.

WHEREAS, the City of Eustis is committed to promoting sustainability and environmental responsibility as well as enhancing convenience and operational efficiency in all city services; and

WHEREAS, the City seeks to reduce paper waste, lower environmental impacts, decrease costs related to postage and printing of utility bills, reduce collections, and reduce service cut-offs; and

WHEREAS, the City aims to encourage more customers to sign up for E-Billing and Autopay services as a way to streamline utility payments and further reduce the cost associated with paper-based billing and payment processing; and

WHEREAS, the City has determined that offering a one-time \$25 utility credit for customers who enroll in both E-Billing and Autopay will incentivize participation in the program, benefiting both the customers and the City's operations; and

WHEREAS, the City Commission finds it in the best interest of the citizens of Eustis to adopt this incentive program.

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

1. Authorizes adoption of a one-time Utility Credit Incentive.
2. Establishes a \$25 utility credit incentive for utility customers who successfully enroll in both E-Billing and Autopay services for their utility accounts.

To qualify for the \$25 Utility Credit Incentive, customers must: a). Enroll in both E-Billing and Autopay for their utility accounts; b). Maintain enrollment in both E-Billing and Autopay for one full billing cycle before the credit is applied; c). Not be in arrears on utility account at the time of credit issuance.

Should E-Billing or Autopay be cancelled, the credit will be rescinded and a charge of \$25 will appear on the customer's next utility bill.

This program is available to every customer, one time per address location and will automatically be applied to current customers who meet both criteria.

DONE AND RESOLVED, this 12th day of December 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 12th day of December 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-111 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: DECEMBER 12, 2024

RE: RESOLUTION NUMBER 24-112: AMENDMENT IN THE AMOUNT OF \$3,921,714.05 TO THE FY 2024/25 BUDGET FOR CARRY-OVER OF FY 2023/2024 ENCUMBERED BY PURCHASE ORDER FUNDS FOR VARIOUS CAPITAL PROJECTS AND CONSULTING SERVICES AGREEMENTS

Introduction:

The purpose of Resolution Number 24-112 is to amend the FY 2024/25 budget to include funds that were encumbered by purchase orders in FY 2023/24 but were not spent by the end of FY 2023/24.

Recommended Action:

Staff recommends approval of Resolution Number 24-112.

Background:

Each year during the budget process, requested funds for capital projects and consulting services are budgeted taking into account any remaining budgeted funds in the current fiscal year. The process is to budget only those additional funds needed to complete capital projects and consulting services agreements with the intent to carry-over any encumbered funds remaining from the prior fiscal year. This allows for the carry-over of funds for capital projects and consulting services agreements that were encumbered in FY 2023/24.

This amendment provides the mechanism to amend the FY 2024/25 budget to include remaining FY 2023/24 encumbered funds for various capital projects and consulting services agreements in order to fund those items through completion.

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

CITY OF EUSTIS
Breakdown of Expenditure Account Current/Prior Received/Prior Open

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	4-001	\$127,986.44	\$0.00	\$5,585.25	\$0.00	\$133,571.69
SALES TAX FUND	4-010	\$539,546.87	\$0.00	\$0.00	\$0.00	\$539,546.87
COMMUNITY REDEVEL	4-014	\$48,550.00	\$0.00	\$12,383.99	\$0.00	\$60,933.99
BUILDING SERVICES F	4-020	\$7,274.00	\$0.00	\$0.00	\$0.00	\$7,274.00
WATER/SEWER	4-040	\$128,495.88	\$0.00	\$32,123.03	\$0.00	\$160,618.91
WATER & SEWER REV	4-042	\$2,328,472.33	\$0.00	\$225,818.64	\$0.00	\$2,554,290.97
STORMWATER UTILITY	4-049	\$47,250.00	\$0.00	\$0.00	\$0.00	\$47,250.00
GREENWOOD CEMETE	4-060	\$15,212.50	\$0.00	\$0.00	\$0.00	\$15,212.50
PARKS & RECREATION	4-063	\$40,633.00	\$0.00	\$0.00	\$0.00	\$40,633.00
WATER IMPACT TRUST	4-065	\$362,382.12	\$0.00	\$0.00	\$0.00	\$362,382.12
Total Of All Funds:		\$3,645,803.14	\$0.00	\$275,910.91	\$0.00	\$3,921,714.05

Budget and Staff Impact:

The impact to the budget is an amendment to the FY 2024/25 budget in the amount of \$3,921,714.05. The funding source is FY 2023/24 encumbered budgeted funds.

Attachments:

Exhibit A: Purchase Order Listing by Expenditure Account

Prepared by:

Lori Carr, Finance Director

Reviewed by:

Mari Leisen, Deputy Finance Director

RESOLUTION NUMBER 24-112

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR THE GENERAL, SALES TAX, COMMUNITY REDEVELOPMENT, BUILDING SERVICES, WATER/SEWER, WATER/SEWER REVENUE, STORMWATER, GREENWOOD CEMETERY, PARKS AND RECREATION IMPACT FEES AND WATER IMPACT FEES FUNDS AND BY ADJUSTING EXPENDITURES; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis adopted the final FY 2024/25 budget on September 19, 2024; and

WHEREAS, the City of Eustis has remaining funds encumbered by purchase order for capital projects and consulting services agreements in the FY 2023/24 budget; and

WHEREAS, it is necessary to amend the FY 2024/25 budget to include these encumbered funds in order to fully fund various capital projects and contractual services agreements that have been started in FY 2023/24; and

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

WHEREAS, the total amount of carry-over funds is \$3,996,025.56.

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

1. The Fiscal Year 2024/25 Adopted Budget is amended to include FY 2023/24 funds encumbered by purchase order for various capital projects and contractual services agreements (as shown in Attachment A).
2. The Fiscal Year 2024/25 Adopted Budget is amended by the additional amount of \$3,996,025.56 for various capital projects and contractual services agreements.

DONE AND RESOLVED, this 12th day of December 2024 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 12th day of December 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-112 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Expenditure Account		Description					P.O. Type
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount		
010-8600-538-60-04		CAP OUTLAY / STORMWATER MACHINERY EQUIPM					
JETVA005	JET-VAC EQUIPMENT COMPANY	LL24-01346	VACUUM TRUCK-STORMWATER MAINT.	\$459,992.20	\$0.00		
010-8600-541-60-50		CAP OUTLAY / ROSENWALD GARDENS-COOLIDGE					
CATHC005	CATHCART CONSTRUCTION CO	24-00345	COOLIDGE CONSTRUCTION SERVICES	\$250.00	\$0.00		
KIMLE005	KIMLEY-HORN AND ASSOCIATES	IN24-00498	COOLIDGE ST SW/ROADWAY IMPROVE	\$507.24	\$0.00		
				\$757.24			
010-8600-572-60-74		CAP OUTLAY / P&R CARVER PARK EQUIPMENT					
PLAYM005	PLAYMORE	24-03787	CARVER PARK PLAYGROUND EQUIPME	\$12,275.00	\$0.00		
010-8600-572-60-85		CAP OUTLAY / P&R AQUATIC CENTER IMPROV.					
COMME025	COMMERCIAL ENERGY SPEC, INC	24-03064	POOL BLANKET	\$13,494.65	\$0.00		
			Fund Total: SALES TAX FUND	\$539,546.87			
Fund: COMMUNITY REDEVELOPMENT TRUST FUND							
014-8400-581-92-16		NON-DEPARTMENTAL/CRA MASTER PLAN DEVEL					
MOORE010	MOORE IACOFANO GOLTSMAN INC	23-04009	MASTER PLAN CONSULTANT	\$12,383.99	\$0.00		
014-8600-581-60-21		CAP OUTLAY / LAKE EUSTIS SEAWALL REHAB					
DREDG005	DREDGING & MARINE CONSULTAN	24-01441	BULKHEAD RESTORATION	\$48,550.00	\$0.00		
			Fund Total: COMMUNITY REDEVEL	\$60,933.99			
Fund: BUILDING SERVICES FUND							
020-1520-524-30-31		OPER EXP / PROFESSIONAL SVCS					
MCCIL005	MCCI LLC	24-03325	SCANNING PROJECT	\$7,274.00	\$0.00		
			Fund Total: BUILDING SERVICES F	\$7,274.00			
Fund: WATER/SEWER							
040-3100-536-30-31		OPERATING EXPENSES / PROFESSIONAL SVCS					
WRIGH010	WRIGHT-PIERCE INC	24-02940	TECH ASST FOR COUNCIL WORKSHOP	\$6,971.93	\$0.00		
WRIGH010	WRIGHT-PIERCE INC	24-02941	SEPTIC TO SEWER GRANT PREP	\$811.98	\$0.00		
KIMLE005	KIMLEY-HORN AND ASSOCIATES	IN24-03935	MASTER PLAN FOR CARVER PARK	\$6,960.00	\$0.00		
				\$14,743.91			
040-3100-536-30-34		OPERATING EXPENSES / OTHER CONTRACTUAL S					
RAFTE005	RAFTELIS FINANCIAL CONSULTAN	23-01415	UTILITY RATE & IMPACT FEESTUDY	\$2,123.03	\$0.00		
040-3300-533-30-31		OPERATING EXPENSES / PROFESSIONAL SVCS					
WRIGH010	WRIGHT-PIERCE INC	24-00909	HYDRAULIC MODELING SERVICES	\$11,789.78	\$0.00		
WRIGH010	WRIGHT-PIERCE INC	24-01736	GRAND ISL SHORES SEWER PROJ	\$3,500.00	\$0.00		
WRIGH010	WRIGHT-PIERCE INC	24-01894	GIS ON-CALL SERVICES	\$10,576.42	\$0.00		

Expenditure Account		Description				
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount	P.O. Type
040-3300-533-30-31		OPERATING EXPENSES / P		<i>Account Continued</i>		
WRIGH010	WRIGHT-PIERCE INC	24-02928	LAKESHORE DRIVE WATER MAIN	\$27,624.77	\$0.00	
				\$53,490.97		
040-3320-533-60-64		CAPTIAL OUTLAY / MACHINERY & EQUIP				
TRADE020	TRADEWINDS POWER CORP	24-02728	TOWABLE JOBSITE LIGHTS	\$18,034.00	\$0.00	
040-3360-533-30-31		OPERATING EXPENSES / PROFESSIONAL SVCS				
KIMLE005	KIMLEY-HORN AND ASSOCIATES IN23-03950		ONGOING HYDRAULIC MODELING	\$30,000.00	\$0.00	
040-3500-535-30-31		OPERATING EXPENSES / PROFESSIONAL SVCS				
SMWGE005	SMW GEOSCIENCES INC	24-01243	FDEP WWTF GROUNDWATER REVIEW	\$3,000.00	\$0.00	
ENVIR050	ENVIRONMENTAL DRILLING SERVI	24-03296	INSTALL MNTRG WELL ESTRN WWTP	\$7,963.00	\$0.00	
SMWGE005	SMW GEOSCIENCES INC	24-03318	MNTRING FOR WELL SC-9	\$5,000.00	\$0.00	
				\$15,963.00		
040-3520-535-60-64		CAP OUTLAY / MACHINERY & EQUIP				
COAST025	COASTAL PUMP & EQUIPMENT LLC24-02461		GRIT PUMP FOR GRIT SYSTEM	\$26,264.00	\$0.00	
Fund Total: WATER/SEWER				\$160,618.91		
Fund: WATER & SEWER REVENUE FUND						
042-8400-535-30-31		OPER EXP / PROFESSIONAL SVCS				
USWAT005	U.S. WATER SERVICES CORP	24-03945	EASTERN UTILITY EVALUATION	\$38,000.00	\$0.00	
042-8600-533-65-51		WATER R&R / EASTERN WELL ONE				
KIMLE005	KIMLEY-HORN AND ASSOCIATES IN24-01878		EASTERN WELL & HSP ENGINEERING	\$11,661.10	\$0.00	
RCMUT005	RCM UTILITIES LLC	24-02566	EASTERN WTP WELL & HSP CONST.	\$170,700.87	\$0.00	
				\$182,361.97		
042-8600-533-65-71		WATER R&R / ONE TON SERVICE TRUCK				
PALME015	PALMETTO FORD TRUCK SALES IN24-03823		1 TON SERVICE TRUCK	\$69,910.00	\$0.00	
042-8600-533-65-72		WATER R&R / HALF TON SERV PICKUP TRUCK				
STING005	STINGRAY CHEVROLET	24-03709	TREATMENT HALF TON TRUCK	\$46,300.45	\$0.00	
042-8600-533-65-83		WATER R&R /COOLIDGE WATER MAIN EXPANSION				
CATHC005	CATHCART CONSTRUCTION CO	24-00345	COOLIDGE CONSTRUCTION SERVICES	\$23,553.41	\$0.00	
042-8600-533-66-44		WATER R&R / WATER DEP OFFICE & COMP CR44				
KMFAR005	KMF ARCHITECTS	23-00414	ARCH. SERVICES-UTILITIES ADMIN	\$8,947.96	\$0.00	
GSBCO005	GSB CONSTRUCTION & DEVELOP	24-03629	UTIL ADMIN HEADQUARTERS BLDG	\$965,662.60	\$0.00	
				\$974,610.56		

Expenditure Account		Description					P.O. Type
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount		
042-8600-533-66-49		WATER R&R / GRAND ISLAND WTP FUEL TANK					
KIMLE005	KIMLEY-HORN AND ASSOCIATES IN24-01877		GI FUEL TANK PRJ ENGINEERING	\$10,875.00	\$0.00		
TANKW005	TANK WIZARDS INC	24-02547	GI FUEL TANK PRJ CONSTRUCTION	\$40,308.00	\$0.00		
				\$51,183.00			
042-8600-533-66-50		WATER R&R / EASTERN AREA EXPANSION					
WRIGH010	WRIGHT-PIERCE INC	23-03690	COOLIDGE ST UTILITY IMP.	\$2,983.53	\$0.00		
042-8600-533-66-51		WATER R&R / CROM TANK					
CROME005	CROM LLC DBA CROM COATINGS A24-03874		CROM TANK RENOVATION	\$409,485.00	\$0.00		
042-8600-535-66-08		SEWER R&R / REHAB BELT PRE					
KELLE005	KELLER ANGELILLIS DESIGN &	24-03827	BELT PRESS REFURB	\$29,912.60	\$0.00		
042-8600-535-66-16		SEWER R&R / CR 44 FORCE MAIN					
KIMLE005	KIMLEY-HORN AND ASSOCIATES IN24-01345		CR44 FORCE MAIN REPLACEMENT	\$24,194.00	\$0.00		
042-8600-535-66-41		SEWER R&R / HYDRO TANK MAINTENANCE					
SEDIV005	SEDIVISION LLC	24-00547	SEDIMENT & CAPACITY LOSS SURVY	\$3,921.96	\$0.00		
USSUB005	US SUBMERGENT TECHNOLOGIES24-04026		PROCESS TANK SEDIMENT REMOVAL	\$101,550.00	\$0.00		
				\$105,471.96			
042-8600-535-66-46		SEWER R&R / COOLIDGE SEWER MAIN EXPANS.					
CATHC005	CATHCART CONSTRUCTION CO	24-00345	COOLIDGE CONSTRUCTION SERVICES	\$180,330.09	\$0.00		
042-8600-535-66-49		SEWER R&R / CRANE TRUCK					
PALME015	PALMETTO FORD TRUCK SALES IN24-03954		SVC CRANE TRUCK REPLACEMENT	\$181,877.00	\$0.00		
042-8600-535-66-76		SEWER R&R / LIFT STATION GENERATOR					
WRIGH010	WRIGHT-PIERCE INC	22-03901	LIFT STATION #3 GENERATOR	\$8,488.13	\$0.00		
ZABAT005	ZABATT INC	23-01416	EMERGENCY 3 GENERATOR	\$22,392.89	\$0.00		
				\$30,881.02			
042-8600-535-66-77		SEWER R&R / LIFT STATION #9 REHAB.					
KIMLE005	KIMLEY-HORN AND ASSOCIATES IN22-03232		L/S #9 UPGRADE CONST SVCS	\$1,925.00	\$0.00		
ENGIN015	ENGINEERING SOLUTIONS INTERN22-04062		LIFT STATION #9 UPGRADES	\$65,936.76	\$0.00		
				\$67,861.76			
042-8600-535-66-84		SEWER R&R / INFILTRATION / INTRUSION					
ENGIN010	ENGINEERED COATINGS SOLUTIO23-03947		MANHOLE REHABILITATION	\$2,314.17	\$0.00		
WRIGH010	WRIGHT-PIERCE INC	24-00500	I&I STUDY OF SR, MO, OSG	\$10,450.00	\$0.00		
				\$12,764.17			
042-8600-535-66-86		SEWER R&R / MAIN WWTP EXPANSION					
WRIGH010	WRIGHT-PIERCE INC	23-02478	CMAR SERVICES BATES WWTP	\$3,953.77	\$0.00		
AQUAA005	AQUA AEROBIC SYSTEMS INC	23-03572	BATES AVE WWTP UPGRADES	\$86,961.43	\$0.00		
				\$90,915.20			
042-8600-535-66-95		SEWER R&R / EASTERN PLANT TURBINE					
KIMLE005	KIMLEY-HORN AND ASSOCIATES IN24-01154		REUSE TURBINE PUMP ENGINEERING	\$8,035.00	\$0.00		

Expenditure Account		Description					P.O. Type
Vendor Id	Vendor Name	P.O. Id	P.O. Description	Amount	Void Amount		
042-8600-537-68-01	WATER & SEWER / PROJECTS REHAB SLIP-LINE						
AMERI060	AMERICAN IN-LINE INSPECTIONS	23-03514	BATES AVE CIPP LINER INSTALL	\$21,915.00	\$0.00		
AMERI125	AMERICAN IN-LINE INSPECTION	24-01012	SEWER SLIP-LINE SERVICES	\$1,745.25	\$0.00		
				\$23,660.25			

Fund Total: WATER & SEWER REVE **\$2,554,290.97**

Fund: STORMWATER UTILITY FUND

049-3720-538-60-63	CAP OUTLAY / STORMWATER MASTER PLAN						
KIMLE005	KIMLEY-HORN AND ASSOCIATES IN24-03585		GREENWOOD CEMETERY DESIGN SVCS	\$47,250.00	\$0.00		
Fund Total: STORMWATER UTILITY				\$47,250.00			

Fund: GREENWOOD CEMETERY TRUST FUND

060-4920-517-60-63	CAP OUTLAY / IMPROVMENTS OTHER THAN BLDG						
KIMLE005	KIMLEY-HORN AND ASSOCIATES IN24-03585		GREENWOOD CEMETERY DESIGN SVCS	\$15,212.50	\$0.00		
Fund Total: GREENWOOD CEMETE				\$15,212.50			

Fund: PARKS & RECREATION IMPACT FUND

063-8600-572-60-56	CAP OUTLAY / COREY ROLLE FIELD						
AAAME005	A AAMERICAN CONTAINER &	24-03255	COREY ROLLE FIELD IMPROVEMNTS	\$40,633.00	\$0.00		
Fund Total: PARKS & RECREATION				\$40,633.00			

Fund: WATER IMPACT TRUST FUND

065-8600-533-67-17	CAP OUTLAY / EASTERN HIGH SERVICE PUMP						
KIMLE005	KIMLEY-HORN AND ASSOCIATES IN24-01878		EASTERN WELL & HSP ENGINEERING	\$19,303.90	\$0.00		
RCMUT005	RCM UTILITIES LLC	24-02566	EASTERN WTP WELL & HSP CONST.	\$343,078.22	\$0.00		
				\$362,382.12			
Fund Total: WATER IMPACT TRUST				\$362,382.12			

Total Charged Lines: 83 Total List Amount: \$3,921,714.05 Total Void Amount: \$0.00

Totals by Year-Fund		
Fund Description	Fund	Expend Total
GENERAL FUND	4-001	\$133,571.69
SALES TAX FUND	4-010	\$539,546.87
COMMUNITY REDEVEL	4-014	\$60,933.99
BUILDING SERVICES F	4-020	\$7,274.00
WATER/SEWER	4-040	\$160,618.91
WATER & SEWER REV	4-042	\$2,554,290.97
STORMWATER UTILITY	4-049	\$47,250.00
GREENWOOD CEMETE	4-060	\$15,212.50
PARKS & RECREATION	4-063	\$40,633.00
WATER IMPACT TRUST	4-065	\$362,382.12
Total Of All Funds:		\$3,921,714.05

Totals by Fund		
Fund Description	Fund	Expend Total
GENERAL FUND	001	\$133,571.69
SALES TAX FUND	010	\$539,546.87
COMMUNITY REDEVEL	014	\$60,933.99
BUILDING SERVICES F	020	\$7,274.00
WATER/SEWER	040	\$160,618.91
WATER & SEWER REV	042	\$2,554,290.97
STORMWATER UTILITY	049	\$47,250.00
GREENWOOD CEMETE	060	\$15,212.50
PARKS & RECREATION	063	\$40,633.00
WATER IMPACT TRUST	065	\$362,382.12
Total Of All Funds:		\$3,921,714.05

CITY OF EUSTIS
Breakdown of Expenditure Account Current/Prior Received/Prior Open

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	4-001	\$127,986.44	\$0.00	\$5,585.25	\$0.00	\$133,571.69
SALES TAX FUND	4-010	\$539,546.87	\$0.00	\$0.00	\$0.00	\$539,546.87
COMMUNITY REDEVE	4-014	\$48,550.00	\$0.00	\$12,383.99	\$0.00	\$60,933.99
BUILDING SERVICES F	4-020	\$7,274.00	\$0.00	\$0.00	\$0.00	\$7,274.00
WATER/SEWER	4-040	\$128,495.88	\$0.00	\$32,123.03	\$0.00	\$160,618.91
WATER & SEWER REV	4-042	\$2,328,472.33	\$0.00	\$225,818.64	\$0.00	\$2,554,290.97
STORMWATER UTILIT	4-049	\$47,250.00	\$0.00	\$0.00	\$0.00	\$47,250.00
GREENWOOD CEMET	4-060	\$15,212.50	\$0.00	\$0.00	\$0.00	\$15,212.50
PARKS & RECREATIO	4-063	\$40,633.00	\$0.00	\$0.00	\$0.00	\$40,633.00
WATER IMPACT TRUS	4-065	\$362,382.12	\$0.00	\$0.00	\$0.00	\$362,382.12
Total Of All Funds:		\$3,645,803.14	\$0.00	\$275,910.91	\$0.00	\$3,921,714.05



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: December 12, 2024

RE: Resolution Number 24-113: Approving Disbursement of American Rescue Plan Act Funds for the Conversion of Septic Systems to City Sewer for Johnson's Point Project

Introduction:

Resolution Number 24-113 approves the disbursement of American Rescue Plan Act (ARPA) Funds for the conversion of septic systems to City sewer for the Johnson's Point Project and authorizes the City Manager to execute all related agreements.

Background:

The City of Eustis has implemented the Johnson's Point Project in efforts to convert septic systems to City sewer for 7 duplexes (14 residential units) within the Johnson's Point subdivision. Via installation of a 4" force main along Grand Island Shores Road, these homes can be connected to City sewer through the existing lift station nearby the Johnson's Point project site. This project can be completed for approximately \$100,000 and will eliminate the need for 14 septic systems, contributing to the City's reporting to FDEP for septic to sewer conversion through the OSTDS Remediation Plan, Wastewater 20 Year Needs Analysis, BMAP STAR Report, and MS4 NPDES Annual Report.

Lake County has been awarded funds pursuant to the American Rescue Plan Act and has elected to transfer a portion of these funds to the City of Eustis to assist with septic to sewer conversions.

Recommended Action:

Staff recommends approval of Resolution Number 24-113.

Policy Implications:

N/A

Budget/Staff Impact:

The grant award in the amount of \$100,000 will be fully funded through ARPA Funds and will have no financial impact on the City's operating budget. The funds will be utilized in accordance with the guidelines listed in the Subrecipient Agreement between Lake County, Florida and The City of Eustis.

Prepared By:

Olivia Kilgore – Administrative Assistant, Public Utilities

Reviewed By:

Paul Shepherd – Water Superintendent

Greg Dobbins – Deputy Director of Public Utilities

Attachments:

Resolution Number 24-113

RESOLUTION NUMBER 24-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING DISBURSEMENT OF AMERICAN RESCUE PLAN ACT FUNDS FOR THE CONVERSION OF SEPTIC SYSTEMS TO CITY SEWER FOR JOHNSON'S POINT PROJECT.

WHEREAS, Lake County is awarding the City of Eustis a portion of American Rescue Plan Act funds to assist with septic to sewer conversions; and

WHEREAS, Lake County, Florida and the City of Eustis are entering into an Agreement to provide the City with the funding, which the Parties agree is in the public interest and provides a mutual benefit to the City and County; and

WHEREAS, the expenditure of funds under this Agreement for the purpose of making necessary improvements to existing wastewater infrastructure in order to replace decentralized wastewater treatment systems in the Johnson's Point subdivision, located in the City of Eustis, is an allowable use under 31 CFR Part 35, and City has represented to the County that its Project meets the additional eligibility requirements under 33 USC 1383 imposed by 31 CFR Part 35.6(e); and

WHEREAS, the Lake County Board of County Commissioners approved the allocation of SLFRF funds for the City's Johnson's Point septic to sewer conversion project on January 23, 2024.

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

- (1) The City Commission hereby authorizes the City to enter into an Agreement with Lake County to receive the American Rescue Plan Act funds; and
- (2) The City Commission hereby authorizes the City Manager to execute all related agreements; and
- (3) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 12th day of December, 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 12th day of December, 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-113 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

**SUBRECIPIENT AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
THE CITY OF EUSTIS
FOR DISBURSEMENT OF AMERICAN RESCUE PLAN ACT FUNDS
FOR THE CONVERSION OF SEPTIC SYSTEMS TO CITY SEWER FOR
JOHNSON’S POINT PROJECT**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County” and the **CITY OF EUSTIS**, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the “City,” each a “Party” and collectively, the “Parties.”

WHEREAS, the County has been awarded funds in the amount of \$71,308,368.00 pursuant to the American Rescue Plan Act of 2021 (ARPA), Public Law No. 117-2, Title IX, Part 8, Subtitle M (March 11, 2021) and codified at 42 USC 802 and 803, known as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), and implemented by the U.S. Department of Treasury’s 2021 Interim Final Rule, 2022 Final Rule, and 2023 Interim Final Rule at 31 CFR Part 35; and

WHEREAS, the U.S. Department of Treasury as the administering federal agency of the SLFRF has updated 31 CFR Part 35 to provide descriptions of various eligible uses of funds; and

WHEREAS, the Treasury allows for SLFRF funds to be transferred to constituent units of government, nonprofit, or private entities, who shall be considered a subrecipient and expected to comply with all subrecipient reporting requirements; and

WHEREAS, the expenditure of funds under this Agreement for the purpose of making necessary improvements to existing wastewater infrastructure in order to replace decentralized wastewater treatment systems in the Johnson’s Point subdivision, located in the City of Eustis, is an allowable use under 31 CFR Part 35, and City has represented to the County that its Project meets the additional eligibility requirements under 33 USC 1383 imposed by 31 CFR Part 35.6(e); and

WHEREAS, the Parties desire to enter into this Agreement to provide City with SLFRF funding to assist with septic to sewer conversion, which the Parties agree is in the public interest and provides a mutual benefit to the City and County; and

WHEREAS, the Lake County Board of County Commissioners approved the allocation of SLFRF funds for the City’s Johnson’s Point septic to sewer conversion project on January 23, 2024.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Lake County Board of County Commissioners and by the City of Eustis City Commission and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. Scope.

Project Name: Convert 7 duplexes (14 residential units) in the Johnson’s Point subdivision from septic to sewer along Grand Island Shores Road as part of the City’s larger Grand Island Shores Septic to Sewer Project (“Project”).

Project Location: C.R. 44 and Grand Island Shores Road, Eustis, Florida, as depicted in **Exhibit A**, attached hereto and incorporated herein by reference.

Funding Source: U.S. Department of Treasury (“Federal Awarding Agency”) Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), Assistance Listing Number 21.027, awarded to Lake County, Florida, attached hereto and incorporated herein as **Exhibit B**.

Funding Amount: **Not to Exceed \$100,000.00.**

A. The Project is located at C.R. 44 and Grand Island Shores Road, Eustis, Florida, more particularly depicted in **Exhibit A**. City will utilize Funds provided under this Agreement to convert 7 duplexes (14 residential units) from septic systems to City sewer via an existing lift station along Grand Island Shores Road.

B. On December 18, 2023, City submitted a request to the County for assistance and a Funding Request. The Board of County Commissioners approved the allocation of ARPA funding for the Project on January 23, 2024. City has provided the County with its request for funding, attached hereto and incorporated herein as **Exhibit C**, as well as its *90% Contract Drawings for Grand Island Shores Septic to Sewer Project*, prepared by Wright-Pierce, Inc., for the City of Eustis, dated September 2024.

C. The County hereby agrees to provide City an amount not to exceed **One Hundred Thousand Dollars and 00/100 (\$100,000.00)** in SLFRF funds (“Funds”) awarded to the County for the City to utilize to fund Project construction costs. Funding for the Project shall be paid to City as a lump sum payment in accordance with **Section 5** below.

D. This Agreement’s use of “an amount not to exceed” shall in no way entitle the City to the maximum amount of Funds unless such expenditures are made in accordance with the terms and provisions of this Agreement, applicable requirements of the Federal Award, and any additional directives or guidance provided by the Federal Awarding Agency. Any portion of the Funds provided by County that remain at the end of the Agreement Period shall be repaid by City to the County.

Section 3. American Rescue Plan Act (ARPA) Funding.

A. City has represented to the County that the Project is an eligible use of SLFRF funds under the 2023 Final Rule by making necessary improvements to sewer infrastructure where such improvements also meet the funding eligibility requirements of section 603(c) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)), as provided for in 31 CFR part 35.6(e)(1)(i).

B. For the purposes of this Agreement, the County is a pass-through entity of a federal award, and the Subrecipient is a subrecipient of SLFRF funds from the Federal Awarding Agency.

C. City, shall comply with all applicable requirements of the Federal Awarding Agency, the County, and this Agreement; Funds shall be expended solely for the purposes presented to the County through the Funding Request outlined in the Project Description and Funding Request attached as in **Exhibit C**.

D. City shall comply with 2 CFR Part 200 (the “Uniform Guidance”), as applicable, and the reporting requirements of the Federal Awarding Agency, to include providing all reports necessary under this Agreement to the County in a timely manner.

E. City must comply with the applicable provisions of the SLFRF statute, SLFRF Award Terms and Conditions, the U.S. Treasury’s interim final rule and final rule, applicable federal statutes, regulations, and reporting requirements. City shall regularly review the United States Treasury’s website for updates to ensure compliance with the most updated SLFRF guidance.

F. The City shall submit quarterly status reports to the County to:

Lake County - Office of Management and Budget
Attention: Grants Coordinator
Post Office Box 7800
Tavares, Florida 32778

as specified within the Quarterly Progress Report Form, attached hereto as **Exhibit D**. Quarterly progress reports are due no later than five (5) business days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30, and December 31.

G. In the event the Department of Treasury disallows the Project expenditures, the City will be the entity responsible for providing additional documentation to the satisfaction of the Department of Treasury, or for appealing the ruling, if necessary. In the event the City is not successful, and the Department of Treasury disallows and/or requires the re-payment of all or some of the Funds provided hereunder, the City will be the entity responsible for re-paying such Funds to the Department of Treasury and/or reimbursing the County if the County re-pays any such Funds.

H. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (“Remedies for Noncompliance”), if the City fails to comply with the U.S. Constitution, federal statutes, regulations, the terms and conditions of the Federal Award, or any additional conditions that the

Federal Awarding Agency or the County may impose, and the Federal Awarding Agency or the County determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or County may take one or more of the following actions, as appropriate in the circumstances: (1) Temporarily withholding cash payments pending correction of the deficiency by the City or more severe enforcement action by the Federal Awarding Agency or County; (2) Requiring repayment of any advanced Funds awarded under this Agreement pending correction of the deficiency by the City or more severe enforcement action by the Federal Awarding Agency or County; (3) Disallowing (that is, deny both use of Funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (4) Wholly or partly suspending or terminating this Agreement; (5) Initiating suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the County; (6) Withholding further Federal Awards for the project or program; or (7) Take other remedies that may be legally available.

Section 4. Term.

A. This Agreement shall be effective upon the date of the last Party to sign and will remain in effect through December 31, 2026 (“Effective Date”). Construction of the Project must be completed and all funds expended for the purposes herein no later than December 31, 2026. City will provide the County with a project schedule once a contract for construction of the improvements is secured; the timelines therein will become a part of this Agreement without any further action by the Parties.

B. Issuance of a Certificate of Occupancy or Certificate of Completion (CO) by all applicable permitting agencies to City will signify the completion of the Project. All COs must be obtained prior to December 31, 2026. Failure to obtain a CO will result in a default and may be remedied as described in **Section 7** below.

Section 5. Payment. The County will pay City the Funds under this Agreement as a lump sum payment of **One Hundred Thousand Dollars and 00/100 (\$100,000.00)**. Payment will be made within thirty (30) days of the Effective Date of this Agreement. If any portion of the City’s project is determined to be an ineligible expenditure, the Funds must be repaid to the County. Funds must be expended by the City no later than December 31, 2026.

Section 6. Cancellation. Except as otherwise provided herein, this Agreement may be cancelled by either Party if the other Party fails to comply with the terms and conditions of this Agreement and such failure has not been cured within the applicable cure periods. The terminating Party will be required to provide thirty (30) days advance written notice to the other at the address specified herein and any dispersed Funds shall be returned to the County by City.

Section 7. Disputes, Default and Termination.

A. **Dispute Resolution.** The City and the County shall work together in good faith to resolve any disputes about their contractual relationship under this Agreement.

i. Claims by City must be made in writing to the County within five (5) business days of the event giving rise to the claim, unless another provision of this Agreement sets

forth a different time frame, after the commencement of the event giving rise to such claim or City will be deemed to have waived the claim.

ii. City shall proceed diligently with its performance under this Agreement, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing.

iii. Claims by City will be resolved in the following manner: (1) Upon receiving the claim and supporting data, County will, within fifteen (15) calendar days, respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. City will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County that the original claim stands as is. (2) If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, City may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

iv. Claims by the County against City must be made in writing to the City within fifteen (15) calendar days from the date the County discovers the event leading to the claim. Written supporting data will be submitted to City. City shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the County may submit the matter to mediation as set forth in (iii) above.

v. Arbitration will not be considered as a means of dispute resolution.

B. Default. A default shall consist of any use of Funds for a purpose other than what is authorized by this Agreement, noncompliance with any provision herein, any material breach of the agreement, failure to comply with the audit requirements as provided herein, or failure to expend Funds in a timely or proper manner. Upon the occurrence of any such default the County shall serve written notice to the City, at which time the City shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) calendar days in the case of monetary defaults or thirty (30) calendar days in the case of non-monetary defaults from the date the County delivers by personal service or mails written notice of such default by Certified mail, return receipt requested, and postage prepaid, to the City, hereinafter referred to as the "Cure Period." If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

i. Upon a written request from City setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or

ii. Terminate this Agreement by written notice thereof and demand repayment of all sums advanced under this Agreement; or

iii. Take such other action, including, but not limited to, temporarily withholding cash payments pending correction of the deficiency by the City; require repayment of any advanced Funds awarded under this Agreement pending correction of the deficiency by the

City; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Project; withhold further awards for the Project; require additional reporting; or take other remedies that may be legally available.

C. Suspension or Termination. The County may also suspend or terminate this Agreement, in whole or in part, if the City materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; in addition to other remedies as provided by law.

D. Termination for Convenience. This Agreement may be terminated for convenience by either Party prior to City's initiation of work on the project; such work includes the City's entering into contracts for the work associated with the Project.

E. Costs Not Allowed After Default. Costs resulting from obligations incurred by the City during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other City costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

i. The costs result from obligations which were properly incurred by the City before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and

ii. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

F. No Delay. No delay or omission by County in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any City default.

G. No Limitation. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

Section 8. Closeout of SLFRF Award.

A. Closeout shall begin upon issuance of the final certificate of completion for the Project.

B. City's obligation to the County shall not end until all closeout requirements are completed under the Federal award. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records.

C. City must submit to the County, no later than ninety (90) calendar days (or an earlier date as agreed upon by the parties) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal awarding

agency and this Agreement. The Federal awarding agency or County may approve extensions when requested and justified by the City, as applicable.

D. City must promptly refund to the County any balances of unused Funds paid in advance or paid and not authorized to be retained by the City.

E. Debts Owed To The Federal Government. Any Funds paid to City (1) in excess of the amount that the City is finally determined to be authorized to retain under the terms of this Agreement and the Federal award; (2) that are determined to have been misused; or (3) are determined by the Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by City shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by City. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the City knowingly or improperly retains Funds that are a debt as defined in the preceding sentence Treasury will take any actions available to it to collect such a debt.

F. City agrees to fully cooperate with County and provide all documentation and information necessary to close out County's award with the Federal Awarding Agency to the extent any additional information is requested by the Federal Awarding Agency regarding the Funds provided to City under this Agreement. This term shall survive the termination of this Agreement.

Section 9. Federal Grant Administration & Cost Principals.

A. Federal Grant Administration Requirements. City shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 ("Uniform Guidance" or "UG"), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how City must administer the Funds and how County must oversee City.

- i. The applicable UG provisions are as follows:
 - [Subpart A, Acronyms and Definitions](#)
 - [Subpart B, General Provisions](#)
 - [Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards](#)
(where applicable to non-Federal entity subrecipients)
 - [Subpart D, Post Federal; Award Requirements](#) (where applicable to non-Federal entity subrecipients)
 - [Subpart E, Cost Principles](#)
 - [Subpart F, Audit Requirements](#)
 - [2 CFR Part 25](#) (Universal Identifier & System for Award Management)
 - [2 CFR Part 170](#) (Reporting Subaward and Executive Compensation Information)
 - [2 CFR Part 180](#) (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

ii. City shall document compliance with all applicable Uniform Guidance requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement, and during all subsequent reviews during the term of the Agreement. City is solely responsible for compliance with the Uniform Guidance requirements and for monitoring for and complying with any additional, new, or changed requirements of the Federal Awarding Agency. Failure to do so may result in termination of the Agreement by County.

B. Procurement Standards.

i. City is responsible for ensuring that any procurement using SLFRF Funds, or payments under procurement contracts using such Funds, are consistent with the procurement standards set forth in the Uniform Guidance and Appendix II to Part 200, as applicable, as well as any additional directives or guidance issued by or relevant to the federal awarding agency. The Uniform Guidance can be found at the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

ii. By executing this Agreement, the City hereby certifies that it has and maintains written purchasing procedures and will use such procedures when expending the Funds awarded; and it shall retain copies of all funding-related procurement contracts, subcontracts, and documentation of compliance with the procurement requirements of this Agreement and as may be required by 2 CFR Part 200, Subpart D (“Post Federal Award Requirements”) and Subpart E (“Cost Principles”), where applicable.

iii. The City shall comply with current Federal Awarding Agency policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with Funds provided herein.

iv. Positive efforts shall be made by Subrecipient to utilize small businesses, minority-owned companies, and women’s business enterprises, whenever possible. Subrecipients of Federal awards must take the following steps to further this goal:

a. Ensure that small businesses, minority-owned companies, and women’s business enterprises are used to the fullest extent practicable;

b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies, and women’s business enterprises;

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies, and women’s business enterprises;

d. Encourage contracting with consortiums of small businesses, minority-owned companies, and women’s business enterprises when a contract is too large for one of these firms to handle individually; and

e. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the U.S. Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies, and women's business enterprises.

v. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, etc.) shall be determined by the City but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

vi. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, where applicable; record of past performance; financial and technical resources, or accessibility to other necessary resources.

vii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

viii. City shall, on request, make available to the County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc.

ix. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

x. Contract Provisions. Any contracts entered into by Subrecipient must contain the applicable provisions in Appendix II to 2 CFR part 200.

C. Property Standards.

i. By executing this Agreement, the Subrecipient hereby affirms that it has and maintains written procedures that comply with 2 CFR §§ 200.310-200.316 (“Property Standards”) and that it will use such written procedures when handling and managing any supplies, equipment, real estate, or other property procured with any portion of the Subaward. The Subrecipient shall maintain records of all supplies, equipment, real estate, and other property procured with the Subaward and may not sell, transfer, encumber, or otherwise dispose of any such property without the written permission of the County.

ii. The Subrecipient shall maintain an inventory of all assets purchased or acquired in whole or in part with the Subaward that are tangible, non-expendable, have a value of at least \$5,000 (Five Thousand Dollars), and have a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each asset, verification of the existence and continued use of the asset and, if applicable, the continued need for such asset.

iii. The Subrecipient assumes sole responsibility for insuring and assumes all risk of damage or loss to all assets in its care, custody, or control purchased or acquired with any portion of the Subaward and shall report lost or stolen assets immediately to the County. The Subrecipient shall also report stolen assets to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the asset, the Subrecipient shall submit a report to the County listing the item received or returned as well as a description, serial number, and quantity.

Section 10. Federal Funding Provisions.

A. Registration in “SAM.” City shall register with the System for Award Management (“SAM”) (<https://www.sam.gov>) pursuant to 2 CFR Part 25. City shall provide registration information to County prior to receiving Funds under this Agreement.

B. Reporting Subaward and Executive Compensation Information. When applicable, Subrecipient must comply with the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended) and the reporting requirements found in 2 CFR Part 170 regarding the reporting of subaward and executive compensation. This information must be provided to County upon request for compliance with reporting requirements under the federal award.

C. Program Fraud and False or Fraudulent Statements or Related Acts. The City acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the City’s actions pertaining to this Agreement.

D. Federal Participation. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

E. Seal, Logos and Flags. The City shall not use the U.S. Treasury Department’s seal(s), logos, crests or reproductions of flags or likenesses of agency officials without specific U.S. Treasury Department pre-approval.

F. Federal Civil Rights and Non-Discrimination. City shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. City must comply with all federal, state, and local statutes and regulations prohibiting discrimination as applicable, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex (including gender identity and sexual orientation), familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

G. Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

- i. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

i. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iii. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The Subrecipient will include the provisions of paragraphs (1) through (8) in every contract, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor, or vendor. The Subrecipient will take such action with respect to any contract, subcontract, or purchase order

as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

Section 11. Compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The City shall insert in any contracts or subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The City shall be responsible for compliance by any contractor or subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Section 12. Further Compliance with the Contract Work Hours and Safety Standards Act.

A. The City shall maintain payrolls and basic payroll records related to the Project during the course of the work and shall preserve them for a period of three (3) years from the

completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

B. Records to be maintained under this provision shall be made available by the City for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, Department of Housing and Urban Development, and the Department of Labor, and the City's contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 13. Suspension and Debarment. City shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted by the U.S. Department of Treasury at 31 CFR part 19.

A. This Agreement is a covered transaction for purposes of 2 CFR part 180 and 2 CFR part 3000. As such, the City is required to verify that none of the City's principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

B. The City must comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of the fact relied upon by County. If later determined that the City did not comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

D. The City agrees to comply with the requirements of 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C throughout the term of this Agreement. The City further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 14. Environmental Standards.

A. Clean Air Act. The City shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 USC, Section 7401, et seq. The City shall report each violation to the County, which will report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency (EPA) Regional Office. The City shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency under this Agreement.

B. Federal Water Pollution Control Act. The City shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, 33 USC, Section 1251, et seq. The City shall report each violation to the County, which will report

each violation as required to assure notification to the federal awarding agency and the appropriate EPA Regional Office. The City shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the federal awarding agency under this Agreement.

Section 15. Trafficking in persons. The following provision implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); any remedies herein are in addition to all other remedies for non-compliance available under this Agreement.

A. As a private entity, Subrecipient and Subrecipient's employees may not: (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procure a commercial sex act during the period of time that the award is in effect; or (c) Use forced labor in the performance of the award or subawards under the award.

B. County or the federal awarding agency may unilaterally terminate this award, without penalty, if Subrecipient is determined to have violated the prohibition in this Agreement through conduct that is either associated with the performance of this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180.

Section 16. Conflict of Interest.

A. The City guarantees that no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

B. The City agrees that no member of the governing body of the locality in which the City is situated, no other public official of such locality or localities, and no person, unless expressly permitted by the State or by the County, who is an employee, agent, consultant, officer, or elected or appointed official of the City, and who exercises or has exercised any functions or responsibilities with respect to the Project or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from SLFRF, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

C. The City represents that it presently has no interest, and shall not acquire such interest, financial or otherwise, direct, or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of scope of service required hereunder.

D. Without receiving prior written authorization by the County, the City shall not (i) retain any individual or company with whom the City or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this Agreement, do business with a for-profit entity in which the City or any individual member has a financial or other interest therein.

E. The City warrants to the County that no gifts or gratuities have been or will be given to any County employee or agent, directly or indirectly, to obtain this Agreement.

Section 17. Telecommunications Equipment. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The City is prohibited from obligating or expending any portion of the Funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses “covered telecommunications equipment” or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, “covered telecommunications equipment” is telecommunications equipment: produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; and/or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 18. Whistleblower Protections. In accordance with 41 USC § 4712, City may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of City, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

City shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Section 19. Federal Restrictions on Lobbying. City shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, City may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. City shall certify in writing that City has not made, and will not make, any payment prohibited by these requirements.

Section 20. Federal Disclaimer. The United States expressly disclaims any and all responsibility or liability to City or third persons for the actions of City or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by City does not in any way establish an agency relationship between the United States and City.

Section 21. Licenses, Certifications, Permits, Accreditation. City shall obtain and/or require any contractors or subcontractors performing work under this Agreement to obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to County proof of any licensure, certification, permit or accreditation upon request.

Section 22. Recordkeeping and Audit Requirements.

A. **Record Keeping.**

i. The City shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all Funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all Funds provided pursuant to this Agreement and as required as a result of the utilization of SLFRF funding, as outlined in the U.S. Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, or as may be amended (available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>).

ii. In the event the County determines that such records are not being adequately maintained by the City, the County may cancel this Agreement in accordance the terms herein.

iii. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County, state, representatives of the Comptroller General of the United States or other federal agency may require. The City will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to the City at least three (3) business days in advance.

iv. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. The City shall retain all records and supporting documentation applicable to this Agreement for a period of five (5) years after all Funds have been expended or returned to the County unless a retention schedule under GS1-SL provides for a greater retention period, then the greater retention timeframe shall control. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

v. This Section shall survive the expiration or earlier termination of this Agreement.

B. Audit Requirements.

i. Fund payments are federal financial assistance subject to the Single Audit Act (31 USC §§ 7501-7507), the related provisions of the Uniform Guidance, and an annual audit. The City shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR Part 200 and the related provisions of the Uniform Guidance, if it expends \$750,000 or more in federal awards from all sources during its fiscal year. The Assistance Listing Number (ALN) number for these Funds is 21.027.

ii. Audit Results. In the event the audit or the audited financial statements show that the Funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the City shall be held liable for reimbursement to the County for all Funds not expended in accordance with the applicable regulations and agreement provisions within thirty (30) days after the County has notified the City of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided herein.

C. Public Records. To the extent that Section 119.0701, Florida Statutes, applies to the City, it shall comply with the Florida Public Records' laws, and shall:

i. Keep and maintain public records required by the County to perform the Projects identified in this Agreement.

ii. Upon request from the County's custodian of public records, provide the City 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.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the City does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the City to keep and maintain public records required by the County to perform the Project. If City transfers all public records to the County upon completion of this

Agreement, City shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If City keeps and maintains public records upon completion of this Agreement, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY AT 352-343-9787, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT PUBLICRECORDS@LAKECOUNTYFL.GOV.

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

vi. Unless otherwise provided, City shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. City receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the City shall continue to maintain all service records until final resolution of the dispute or litigation.

vii. Requests to inspect or copy public records relating to this Agreement must be made directly to the County. If City receives any such request, City shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the City of such request, and the City must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

viii. City acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. City further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. City authorizes County to seek declaratory, injunctive, or other appropriate relief against City from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

Section 23. Indemnification. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either Party of sovereign immunity or statutory limitations on liability, including, but not limited to, sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Florida Statutes, as amended.

Section 24. Insurance. The City shall carry sufficient insurance coverage to protect the Funds advanced under this Agreement and the Project assets from loss due to theft, fraud and undue physical damage.; at a minimum the City shall carry the following:

A. City shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the City against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of the City under the terms and provisions of this Agreement. An original certificate of insurance, indicating that the City has coverage in accordance with the requirements of this section, must be furnished by City to the County’s Project Manager or Procurement Services Director within five (5) working days of such request and must be received and accepted by the County prior to Agreement execution and before any work begins.

The Parties agree that the policies of insurance and confirming certificates of insurance must insure City in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000.

iii. Workers’ compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers’ compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors, and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. The County will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of City and subcontractor providing such insurance.

C. City will be responsible for its contractors, subcontractors, and their insurance. Contractor's subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the City's requirements.

D. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

E. Neither approval by the County of any insurance supplied by City nor a failure to disapprove that insurance, will relieve City of full responsibility of liability, damages, and accidents as set forth in this Agreement.

Section 25. Performance and Payment Bond. The City shall require the contractor selected by City to complete the Project to obtain a performance and payment bond or an irrevocable letter of credit in an amount that represents one hundred percent (100%) of the contract price to secure the completion of the Project and protect the Funds awarded for the Project herein.

Section 26. General Provisions.

A. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

B. Certification Regarding Scrutinized Companies that Boycott Israel: Pursuant to Section 287.135, Florida Statutes, City certifies it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The City understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The City further understands that any contract with the County for goods or services may be terminated at the option of the County if the City is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

The City, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. City understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. City further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the City is found to have submitted a false certification or has been listed on the Scrutinized Companies with

activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

C. Florida Convicted/Suspended Vendor Lists. By executing this Agreement City affirms that it is not currently listed in the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

D. Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, City shall disclose to the County any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. City's disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The County may request records relevant to a reasonable suspicion that a disclosure has not been made and the City shall provide the required records within thirty (30) days of the County making such request, or at a later time as agreed to by the Parties.

E. Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where City may have access to personal identifying information, City certifies to the County by submitting its bid that (1) it is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in vendor; and (3) it is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

F. Drug Free Workplace. The City shall assure the County that it will administer, in good faith, a policy designed to ensure that the City is free from the illegal use, possession, or distribution of drugs or alcohol.

G. Negation of Agent or Employee Status. The City shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the City or any assistant, representative, agent, employee, independent City, partner, affiliate, holding company, subsidiary, or subagent of the City to be a representative, agent, subagent, or employee of the County.

H. In no event shall any provision of this Agreement make the County liable to any person or entity that contracts with or provides goods or services to the City in connection with the services the City has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against the City. There is no contractual relationship, either express or implied, between the County and any person or entity supplying any work, labor, services, goods or materials to the City as a result of the provisions of the services provided by the City hereunder or otherwise.

I. Recapture of Funds. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any Funds provided under this Agreement if the Project is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, City is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if City is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

i. Any Funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

ii. Any Funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

iii. The County's determination that an expenditure is eligible does not relieve the City of its duty to repay the County in full for any expenditures that are later determined by the County or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.

iv. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant **Section 26 Notice** and this Agreement.

v. The City has responsibility for identifying and recovering Funds that were expended in error, disallowed, or unused. The City will also report all suspected fraud to the County.

J. Reversion of Assets. Within thirty (30) days following the expiration or termination of this Agreement, the City shall transfer to the County any Funds on hand at the time of expiration or termination of this Agreement if the Funds have not been expended on eligible costs and any interest income attributable to the use of such Funds.

K. Severability. Any term, condition, covenant, or obligation which requires performance by either Party after termination of this Agreement shall remain enforceable against such Party after such termination. In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court having jurisdiction over the

matter, the remainder of the agreement shall not be affected by such determination and shall remain in full force and effect.

L. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

M. Fiscal Non-Funding Clause. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable because of federal or state action, the County shall notify the City of such occurrence and the County may terminate this Agreement without damage, penalty, cost, or expense to the County, upon no less than twenty-four (24) hours written notice to the City. The County shall have final authority over whether such funding is available. At no time will the County be responsible or liable for making payment under this Agreement with County's general revenue or from any funding source other than the Federal Award.

N. Assignment. City shall not assign this Agreement or any part hereof without the prior written consent of the County.

O. Compliance with Applicable Laws. The City certifies that it will comply with all applicable laws, orders, and codes of the state, local, and federal governments as they pertain to this Agreement, including but not limited to Sections 602 and 603 of the Social Security Act.

P. Further Assurances. The City agrees to execute and deliver all such further such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement.

Q. Governing Law and Waiver of Jury Trial. Each Party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, as the exclusive forums and venues for any such action, subject to any right of either Party to removal from state court to federal court, which is hereby reserved, and each Party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Agreement is entered into within, and with reference to the laws of, the State of Florida, and shall be governed, construed, and applied in accordance with those laws (excluding conflicts of law) of the State of Florida. **BOTH PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATED TO THIS AGREEMENT.**

R. Authorization. Each Party represents to the other that such Party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement are duly authorized and empowered to do so.

S. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

T. Capitalizations & Captions. Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

U. Estoppel/Waiver. A waiver of any performance or default by either Party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

V. Merger and Modifications. This Agreement together with the attachments embody the entire agreement and understanding between the Parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the County and the City expressly for that purpose.

Section 27. Notices. All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

County:
Lake County
Attention: Facilities Management
P.O. Box 7800
Tavares, Florida 32778

City:
City of Eustis
Michael Holland, Mayor
P.O. Box 68
Eustis, Florida 32726

With copies to:
Lake County Attorney
P.O. Box 7800
Tavares, Florida 32778

Section 28. Scope of Agreement.

This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement must be made via written addendum and must be signed by both Parties to be binding. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

- Exhibit A**Project Location (1 page).
- Exhibit B**Federal Award Letter and Award Terms and Conditions (6 pages).
- Exhibit C**Project Description and Funding Request (1 page).
- Exhibit D**Quarterly Progress Report Form (2 pages).

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this Agreement on the date under each signature.

CITY:

City OF EUSTIS

Michael Holland, Mayor

This _____ day of _____, 2024.

ATTEST:

Christine Holloran, Clerk
City of Eustis, Florida

Approved as to form and legality:

Sasha O. Garcia, City Attorney

COUNTY:

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

_____, Chairman

This _____ day of _____, 2024.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

EXHIBIT A Project Location

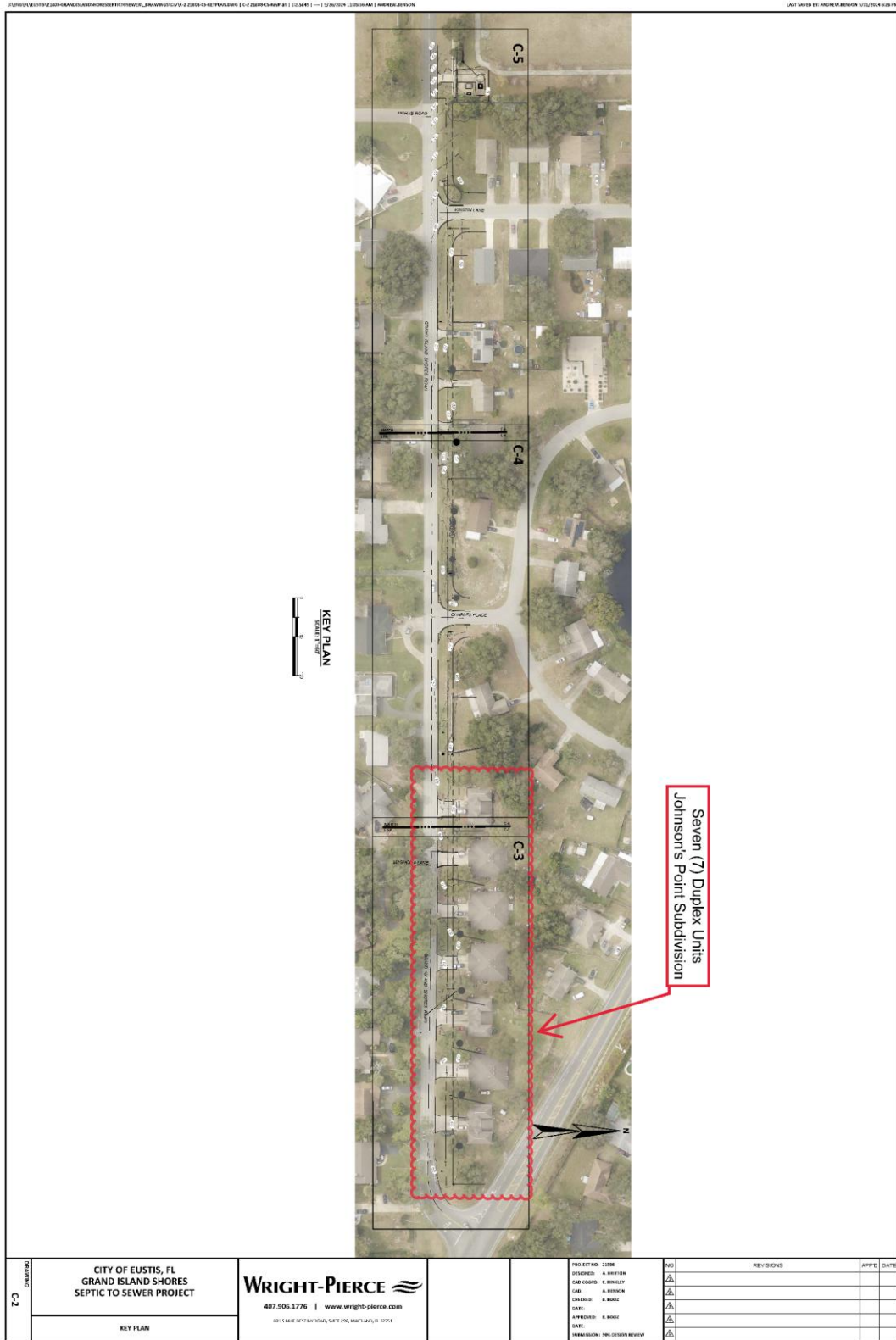


EXHIBIT B
Federal Award Letter and Award Terms and Conditions

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Lake County Board of County Commissioners 315 W. Main Street Tavares, Florida 32778	DUNS Number: 079214136 Taxpayer Identification Number: 596000695 Assistance Listing Number and Title: 21.027
--	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.


Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

 Authorized Representative Signature (above)

Authorized Representative Name: Sean Parks
 Authorized Representative Title: Chairman - Board of County Commissioners
 Date Signed: _____

U.S. Department of the Treasury:



 Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
 Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
 Date Signed: May 19, 2021

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Lake County Board of County Commissioners by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Lake County Board of County Commissioners (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

- 7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
- 8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
- 9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
- 10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

EXHIBIT C
Project Description and Funding Request



City of Eustis

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

December 18, 2023

Ms. Jennifer Barker
County Manager
315 W Main St
Tavares, FL 32778

Dear Ms. Barker

Please accept this correspondence as the City of Eustis' Request for Inclusion in the Lake County Septic to Sewer program. We have been in discussions regarding properties located in Johnson's Point subdivision in Eustis, at the western side of the CR44 and Grand Island Shores RD intersection. These 14 duplex units are currently on septic. The City of Eustis has sewer availability via a lift station approximately 1600 feet from Johnson's Point project. The City can install a 4" forcemain along Grand Island Shores Rd for approximately \$100,000, eliminating the need for 14 septic systems.

Please consider this request on the behalf of the City of Eustis. If you require any additional information, please do not hesitate to contact me at 352-483-5480.

Sincerely,

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

Cc: Tom Carrino

EXHIBIT D
Quarterly Progress Report Form - Page 1 of 2

LAKE County, FLORIDA - BOARD OF County COMMISSIONERS
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

Quarterly Progress Report Form

Expenditure Category:	5: Infrastructure
Project Title:	
Organization/Department:	
Project Manager/Contact:	
Reporting Period:	Choose an item. Choose an item.

Project Description

Describe the project in sufficient detail to provide understanding of the major activities that will occur and will be required; needs to be between 50 and 250 words.

Expenditures

Add obligations and expenditures in the table below.

Current Period Obligation	\$
Cumulative Obligation	\$
Current Period Expenditure	\$
Cumulative Expenditure	\$
Total Project Budget	\$

Status of the Project

Please select the appropriate box.

Not Started Less than 50% More than 50% Completed

Contract

Is there a contract associated with this project and is the amount greater than \$50,000?

No Yes

Additional Reporting Requirements* (if applicable)

Is this a public health, negative economic impact, premium pay, infrastructure, or capital improvement (outside of the revenue replacement category) project? If yes, please complete and include the next page.

No Yes

Project Manager or Authorized Representative

Date

Quarterly Progress Report Form - Page 2 of 2

Additional Reporting Requirements*

Instructions:

Projects that fall within the **1: Public Health** and **2: Negative Economic Impacts** categories require identification of: 1) population being served by the project, 2) whether the population was impacted or disproportionately impacted, and 3) the qualifier or qualifying status of the population.

A dropdown menu is available for the first two rows below. More information on the specific qualifier/qualifying status of the population being served can be found in the table on pages 20-21 within the Compliance and Reporting Guide found here: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Population being served?	Choose an item.
Impacted or Disproportionately Impacted?	Choose an item.
Qualifier/qualifying status?	

Additionally, projects that fall within **1: Public Health, 2: Negative Economic Impacts, 4: Premium Pay, 5: Infrastructure, AND/OR is a Capital Expenditure** have supplemental programmatic data that is required to be collected and reported. More information on the required data can be found on pages 27-33 within the Compliance and Reporting Guide found here: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Required Programmatic Data



City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: DECEMBER 12, 2024
 RE: Resolution Number 24-110: Sixth Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract

Introduction:

The City of Eustis recently issued a Request for Proposals (RFP) for Waste Collection Services. Resolution 24-110 allows for a one-month extension of the current contract with Waste Management to maintain services through the completion of the RFP process.

Recommended Action:

Staff recommends approval of the Resolution.

Background:

The current waste disposal contract with Waste Management has been in effect since 2002, and it has been amended five times over the years. Resolution 24-110 would approve a Sixth Addendum allowing for a one-month extension under the current terms to facilitate the completion of the RFP selection process. The Sixth Addendum also states that if any further extensions are necessary, the minimum term would be for eleven months, and the pricing would be consistent with the pricing submitted as part of the Waste Management RFP response, which is attached to the Addendum as Exhibit A.

Budget Impact:

Resolution 24-110 has no direct budget impact as the agreement allows for a one-month contract extension under the current terms.

Attachments:

Resolution Number 24-110
 Sixth Addendum with Exhibit A
 2002 Amended and Restated Agreement
 2009 First Addendum
 2012 Second Addendum
 2014 Third Addendum
 2017 Fourth Addendum
 2019 Fifth Addendum

Prepared by:

Tom Carrino, City Manager

RESOLUTION NUMBER 24-110

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A SIXTH ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL CONTRACT; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and Contractor entered into an Amended and Restated Solid Waste and Recycling Collection and Disposal Contract dated on or about January 1, 2002, whereby the Contractor would collect solid waste and recyclables within the corporate boundaries of the City (the "Contract"), and

WHEREAS, the parties entered into the First Addendum to the Contract on or about February 19, 2009; and

WHEREAS, the parties entered into the Second Addendum to the Contract on or about January 19, 2012; and

WHEREAS, the parties entered into the Third Addendum to the Contract on or about December 4, 2014; and

WHEREAS, the parties entered into the Fourth Addendum to the Contract on or about December 7, 2017; and

WHEREAS, the parties entered into the Fifth Addendum to the Contract on or about June 20, 2019; and

WHEREAS, the parties desire to modify the Contract to provide for a thirty (30) day extension of the term; and

WHEREAS, the Contract is ongoing and not in material breach by either party as of the date of this Sixth Addendum.

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

1. The Sixth Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract with Waste Management, Inc., as attached hereto, is hereby approved; and
2. The City Manager of the City of Eustis is authorized to execute said Contract; and
3. This Resolution and the terms of the Sixth Addendum shall become effective immediately upon approval.

DONE AND RESOLVED, this 12th day of December, 2024 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 12th day of December 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-110 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

SIXTH ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL CONTRACT

City of Eustis, Florida

This Sixth Addendum to the Solid Waste and Recycling Collection Contract by and between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, (hereinafter referred to as ("CONTRACTOR")) and THE CITY OF EUSTIS, a Florida municipal corporation ("CITY") is dated this ____ day of December 2024.

WHEREAS, the City and Contractor entered into an Amended and Restated Solid Waste and Recycling Collection and Disposal Contract dated on or about January 1, 2002, whereby the Contractor would collect solid waste and recyclables within the corporate boundaries of the City (the "Contract"), and

WHEREAS, the parties entered into the First Addendum to the Contract on or about February 19, 2009; and

WHEREAS, parties entered into the Second Addendum to the Contract on or about January 19 2012; and

WHEREAS, the parties entered into the Third Addendum to the Contract on or about December 4, 2014; and

WHEREAS, the parties entered into the Fourth Addendum to the Contract on or about December 7, 2017, and

WHEREAS, the parties entered into the Fifth Addendum to the Contract on or about June 20, 2019, and

WHEREAS, the parties desire to modify the Contract to provide for a thirty (30) day extension of the term; and

WHEREAS, the Contract is ongoing and not in material breach by either party as of the date of this Sixth Addendum.

IT IS NOW THEREFORE AGREED:

The Amended and Restated Solid Waste and Recycling Collection and Disposal Contract between the City of Eustis and Waste Management Inc. of Florida, as amended by the First Addendum to Contract dated February 19, 2009, Second Addendum to Contract dated January 19, 2012, Third Addendum to Contract dated December 4, 2014, Fourth Addendum to Contract dated December 7, 2017, Fifth Addendum to Contract dated June 20, 2019, and Sixth Addendum to Contract is modified as follows:

1. The term of the Contract is extended for thirty (30) days from December 31, 2024, to and including, January 31, 2025. All other terms of the Contract remain the same.

2. The parties agree that any future extension of the Contract term shall be a minimum of eleven (11) months and based upon new terms and conditions, including new rates for services (as per the attached Exhibit A- Forms 14A through 14F).

3. This Sixth Addendum shall be effective December____, 2024.

IN WITNESS WHEREOF, the parties have made and executed this Sixth Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract on the respective dates under each signature:

ATTEST:

CITY COMMISSION OF THE CITY OF
EUSTIS

Christine Halloran, City Clerk

By: _____
Michael L. Holland, Mayor

(SEAL)

CITY OF 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

Date: _____

ATTEST:

WASTE MANAGEMENT INC. OF
FLORIDA

Lisa P. Silva, Assistant Secretary

By: _____
David M. Myhan, President

Exhibit A

Forms 14A through 14F

Each Proposer shall use this form to provide its Rates for Residential Collection Services provided in the Service Area. The Rates shall be the prices that the Proposer will charge to provide Collection Services in compliance with the requirements specified in the Agreement. All Rates proposed on this form shall be fixed through December 31, 2025. The Rates shall be expressed as the cost that the City must pay per Dwelling Unit per month. Each month shall be deemed to consist of 4.33 weeks.

WM's rate sheets for residential collection services are included as required.

Also included is an Alternate Proposal for your consideration.

Form 14A - Residential Solid Waste, Recycling and Yard Trash – Carts Service and Brush/Miscellaneous pick-up

**Form 14A
City of Eustis
Can Residential Solid Waste Collection Rates
And
Residential Recycling Collection Rates
Once A Week Pickup All Services Same Schedule Day
To be Billed by the City
Effective Date January 1, 2025**

Solid & Yard Waste Collection	\$ 14.99
Recycling Collections	\$ 7.95
Hauling Subtotal	\$ 22.94
Disposal Fee	\$ 7.82
Franchise Fee (7%)	\$ 2.15
Billing Charge	\$ 0.42
Total Monthly Charge	\$ 33.33

City Bills all Residential Service and Charges the Provider a Fee to include in the Utility Bill allowing Residential Customers to Pay Only One Provider

Additional Charges Effective January 1, 2025

Special Pick-Up Charge	\$ 26.70 Per Yard (2 Yard Min.)
Bulk Waste Charge (over 3 Yards)	\$ 24.22 Per Yard
Second Pick-Up Option	\$ 4.07 Per Unit
Disabled Off Street Service (Solid Waste and Recycling Only)	No - Charge
Addition Charge for Other Than Curbside	\$ 9.44
Special City Assistance Charge (One Truck and Two Men)	\$ 116.40 Per Hour
Quarterly Clean-Up	No - Charge

Form 14B - Containerized Residential Solid Waste Rates

Form 14B
City of Eustis
Containerized Residential Solid Waste Collection Rates
To be Billed by the Provider
Effective Date January 1, 2025

Pick-up per Week	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK	6 x WK
Container Size 2 Cubic Yards						
Collection Rate	60.06	118.28	176.44	230.68	284.87	342.14
Disposal Rate	45.31	89.23	133.10	174.02	214.90	258.11
Franchise Fee (7%) based on Collection and disposal rates	7.38	14.53	21.67	28.33	34.98	42.02
Total	112.75	222.04	331.21	433.03	534.75	642.27
Container Size 3 Cubic Yards						
Collection Rate	90.12	156.87	227.46	289.84	373.84	448.63
Disposal Rate	67.98	118.34	171.59	218.65	282.02	338.44
Franchise Fee (7%) based on Collection and disposal rates	11.07	19.26	27.93	35.59	45.91	55.09
Total	169.17	294.47	426.98	544.08	701.77	842.16
Container Size 4 Cubic Yards						
Collection Rate	118.28	195.47	274.55	349.79	446.52	535.81
Disposal Rate	89.23	147.46	207.12	263.87	336.85	404.21
Franchise Fee (7%) based on Collection and disposal rates	14.53	24.01	33.72	42.96	54.84	65.80
Total	222.04	366.94	515.39	656.62	838.21	1,005.82
Container Size 6 Cubic Yards						
Collection Rate	176.44	298.12	421.62	545.14	668.81	802.58
Disposal Rate	133.10	224.90	318.06	411.25	504.54	605.45
Franchise Fee (7%) based on Collection and disposal rates	21.67	36.61	51.78	66.95	82.13	98.56
Total	331.21	559.63	791.46	1,023.34	1,255.48	1,506.59
Container Size 8 Cubic Yards						
Collection Rate	234.59	400.71	564.79	726.91	893.03	1,129.63
Disposal Rate	176.97	302.29	426.07	548.37	673.69	852.17
Franchise Fee (7%) based on Collection and disposal rates	28.81	49.21	69.36	89.27	109.67	138.73
Total	440.37	752.21	1,060.22	1,364.55	1,676.39	2,120.53
Franchise Fee (7%) based on Collection and disposal rates	32.84	56.10	79.07	101.77	125.02	158.15
Container Size 10 Cubic Yards						
Collection Rate	290.72	516.68	735.45	908.65	1,116.28	1,411.99
Disposal Rate	219.31	389.78	554.81	685.47	842.10	1,065.18
Franchise Fee (7%) based on Collection and disposal rates	35.70	63.45	90.32	111.59	137.09	173.40
Total	545.73	969.91	1,380.58	1,705.71	2,095.47	2,650.57

Form 14C - Containerized Commercial Solid Waste Rates

Form 14C							
City of Eustis							
Containerized Commercial Solid Waste Collection Rates							
To Be Billed by the Provider							
Effective Date January 1, 2025							
Pick-up per Week		1 x WK	2 x WK	3 x WK	4 x WK	5 x WK	6 x WK
Container Size 2 Cubic Yards							
Collection Rate		60.06	118.28	176.44	230.68	284.87	342.14
Disposal Rate		45.31	89.23	133.10	174.02	214.90	258.11
Franchise Fee (10%) based on Collection and disposal rates		10.54	20.75	30.95	40.47	49.98	60.03
Total		115.91	228.26	340.49	445.17	549.75	660.28
Container Size 3 Cubic Yards							
Collection Rate		90.12	156.87	227.46	289.84	373.84	448.63
Disposal Rate		67.98	118.34	171.59	218.65	282.02	338.44
Franchise Fee (10%) based on Collection and disposal rates		15.81	27.52	39.91	50.85	65.59	78.71
Total		173.91	302.73	438.96	559.34	721.45	865.78
Container Size 4 Cubic Yards							
Collection Rate		118.28	195.47	274.55	349.79	446.52	535.81
Disposal Rate		89.23	147.46	207.12	263.87	336.85	404.21
Franchise Fee (10%) based on Collection and disposal rates		20.75	34.29	48.17	61.37	78.34	94.00
Total		228.26	377.22	529.84	675.03	861.71	1,034.02
Container Size 6 Cubic Yards							
Collection Rate		176.44	298.12	421.62	545.14	668.81	802.58
Disposal Rate		133.10	224.90	318.06	411.25	504.54	605.45
Franchise Fee (10%) based on Collection and disposal rates		30.95	52.30	73.97	95.64	117.34	140.80
Total		340.49	575.32	813.65	1,052.03	1,290.69	1,548.83
Container Size 8 Cubic Yards							
Collection Rate		234.59	400.71	564.79	726.91	893.03	1,129.63
Disposal Rate		176.97	302.29	426.07	548.37	673.69	852.17
Franchise Fee (10%) based on Collection and disposal rates		41.16	70.30	99.09	127.53	156.67	198.18
Total		452.72	773.30	1,089.95	1,402.81	1,723.39	2,179.98
Franchise Fee (7%) based on Collection and disposal rates		34.57	59.05	83.23	107.12	131.60	166.47
Container Size 10 Cubic Yards							
Collection Rate		290.72	516.68	735.45	908.65	1,116.28	1,411.99
Disposal Rate		219.31	389.78	554.81	685.47	842.10	1,065.18
Franchise Fee (10%) based on Collection and disposal rates		51.00	90.65	129.03	159.41	195.84	247.72
Total		561.03	997.11	1,419.29	1,753.53	2,154.22	2,724.89

Form 14D - Can Commercial Solid Waste Rates

Form 14D
City of Eustis
CAN Commercial Solid Waste Collection Rates

Some Commercial Units Can not Accommodate a Dumpster

To Be Billed by the Provider

Effective Date January 1, 2025

Pick-up per Week	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK	6 x WK
Container Size 2 Cubic Yards**						
Collection Rate	16.72	20.36	25.25	27.76	30.22	32.63
Disposal Rate	12.61	15.36	19.05	20.95	22.79	24.61
Franchise Fee (10%) based on Collection and disposal rates	2.93	3.57	4.43	4.87	5.30	5.72
Total	32.26	39.29	48.73	53.58	58.31	62.96
Container Size 3 Cubic Yards**						
Collection Rate	19.18	21.63	27.76	31.45	36.33	41.14
Disposal Rate	14.47	16.32	20.95	23.72	27.41	31.04
Franchise Fee (10%) based on Collection and disposal rates	3.37	3.80	4.87	5.52	6.37	7.22
Total	37.02	41.75	53.58	60.69	70.11	79.40
Container Size 4 Cubic Yards**						
Collection Rate	21.63	22.89	30.22	35.08	42.52	49.63
Disposal Rate	16.32	17.27	22.79	26.46	32.07	37.44
Franchise Fee (10%) based on Collection and disposal rates	3.80	4.02	5.30	6.15	7.46	8.71
Total	41.75	44.18	58.31	67.69	82.05	95.78
Container Size 6 Cubic Yards**						
Collection Rate	24.07	26.47	32.69	38.82	48.50	58.24
Disposal Rate	18.16	19.97	24.66	29.29	36.59	43.94
Franchise Fee (10%) based on Collection and disposal rates	4.22	4.64	5.74	6.81	8.51	10.22
Total	46.45	51.08	63.09	74.92	93.60	112.40
Container Size 8 Cubic Yards**						
Collection Rate	26.49	29.76	35.07	42.52	54.69	68.07
Disposal Rate	19.99	22.45	26.46	32.07	41.26	51.35
Franchise Fee (10%) based on Collection and disposal rates	4.65	5.22	6.15	7.46	9.60	11.94
Total	51.13	57.43	67.68	82.05	105.55	131.36
Franchise Fee (7%) based on	3.90	4.39	5.17	6.27	8.06	10.03
Container Size 10 Cubic Yards**						
Collection Rate	29.03	33.03	37.59	46.12	60.79	70.36
Disposal Rate	21.90	24.92	28.36	34.79	45.86	53.08
Franchise Fee (10%) based on Collection and disposal rates	5.09	5.80	6.60	8.09	10.67	12.34
Total	56.02	63.75	72.55	89.00	117.32	135.78

Based on 1 garbage can

Based on 2 garbage cans

Based on 3 garbage cans

Based on 4 garbage cans

Based on 5 garbage cans

Based on 6 garbage cans

** Pricing is based upon quantity of Garbage Cans and frequency, not based upon "Container Size" identified, because we believe the cubic yard description headings are in error.

Form 14E - Additional Containerized Commercial Solid Waste Rates

Form 14E City of Eustis Additional Containerized Commercial Solid Waste Collection Rates To Be Billed by the Provider Commercial Container Extra Pick-Up Rates To Be Billed by the Provider			
<u>Container Size</u>	<u>Charge</u>	<u>Franchise Fee</u>	<u>Total</u>
2 Cubic Yards	\$ 58.03	\$ 5.80	\$ 63.83
3 Cubic Yards	\$ 82.96	\$ 8.30	\$ 91.26
4 Cubic Yards	\$ 110.55	\$ 11.06	\$ 121.61
6 Cubic Yards	\$ 165.84	\$ 16.58	\$ 182.42
8 Cubic Yards	\$ 221.10	\$ 22.11	\$ 243.21
10 Cubic Yards	\$ 276.35	\$ 27.64	\$ 303.99
Additional Charges			
Container Roll Out Charge		\$ 45.24	Per Weekly Collection
Container Deliver Charge		\$ 63.21	Per Container
Container Swap Charge		\$ 63.21	Per Container
Special Collection Charge		\$ 27.81	Per Yard (2 Yard Minimum)

Form 14F - Open Top Roll-Off and Compactor Rates

Form 14F
City of Eustis
Open Top Roll-Off and Compactor Rate Schedule
To Be Billed by the Provider

Container Delivery Charge				
Container Size	10 Yards	20 Yards	30 Yards	40 Yards
Charge	\$ 306.02	\$ 306.02	\$ 306.02	\$ 306.02
Franchise Fee (10%)	\$ 30.60	\$ 30.60	\$ 30.60	\$ 30.60
Total	\$ 336.62	\$ 336.62	\$ 336.62	\$ 336.62

Container Rental				
Container Size	10 Yards	20 Yards	30 Yards	40 Yards
Charge	\$ 306.02	\$ 367.23	\$ 428.43	\$ 489.61
Franchise Fee (10%)	\$ 30.60	\$ 36.72	\$ 42.84	\$ 48.96
Total	\$ 336.62	\$ 403.95	\$ 471.27	\$ 538.57

Container Hauling Charge				
Container Size	10 Yards	20 Yards	30 Yards	40 Yards
Charge	\$ 734.40	\$ 795.66	\$ 902.62	\$ 979.25
Franchise Fee (10%)	\$ 73.44	\$ 79.57	\$ 90.26	\$ 97.93
Total	\$ 807.84	\$ 875.23	\$ 992.88	\$ 1,077.18

Additional Charges		
Relocation Charge	\$	123.11
Wash Out Charge	\$	184.64
Trip Charge	\$	123.11

Alternate Proposal

WM is excited to present an alternative service option for consideration by the City of Eustis. We are proposing a Florida approved, Waste To Energy (WTE) alternative for the City's waste materials. This option eliminates the traditional separate collection of recycling. Under this approach, the City's solid waste, as well as recycled materials, would be delivered to the proposed local WTE facility.

All residential materials may be combined and transported to the Reworld Waste To Energy Plant in Okahumpka. The materials are incinerated, and the thermal energy generated is converted to steam to drive generators to produce electricity. The electricity transfers to the power grid providing benefits for all.

Benefits

- Residents will no longer have clean and sort recyclable materials.
- Residents can keep the recycling cart to utilize for garbage, trash and yard waste.
- The City of Eustis can realize a cost savings due in part to reduced distance travelled for material delivery.

Neighboring Success

This recycling option is currently being provided to the Villages, and the municipalities of Mount Dora, Lady Lake, Fruitland Park, Leesburg, Wildwood and Dunnellon, several of which have been provided as references with contact information for your further review.

Reworld Waste To Energy Plant

- Reworld processed 160,00 tons of solid waste in 2023
- Incineration reduced the waste volume by 90%, saving over 225,000 cubic yards of landfill air space
- Reworld produced 82,000 megawatt hours of energy, which would provide enough electricity for over 8,000 households in the community annually
- Reworld recycled 4,700 tons of ferrous metals
- Reworld recycled 200 tons of non-ferrous metals
- After completing EPA stack testing in January of 2018, the Reworld Lake facility's particulate emissions averaged over 90% below the EPA allowable amounts

Additionally, the State of Florida now recognizes that Waste To Energy (WTE) as a viable recycling alternative. Approximately 50% of materials entering a Waste-To-Energy facility are credited as recycling under State of Florida guidelines, which is about 20% higher than traditional residential recycling programs in Florida today.

In the event that Reworld cannot accept materials for any reason, WM will always have capacity to receive the materials at our Wildwood Transfer Station.

Further information for the Reworld Lake facility located at 3830 Rodgers Industrial Park Road in Okahumpka is included for your review. This information originates at reworldwaste.com.

Form 14A - ALTERNATE - Residential Solid Waste, Recycling and Yard Trash - Carts Service and Brush/Miscellaneous pick-up

**WM Alternative Residential Service Option Pricing
Form 14A
City of Eustis
Can Residential Solid Waste Collection Rates
And
Residential Recycling Collection Rates
Once A Week Pickup All Services Same Schedule Day
To be Billed by the City
Effective Date January 1, 2025**

Solid & Yard Waste Collection	\$ 13.13
Recycling Collections	\$ -
Hauling Subtotal	\$ 13.13
Disposal Fee	\$ 6.85
Franchise Fee (7%)	\$ 1.40
Billing Charge	\$ 0.42
Total Monthly Charge	\$ 21.80

City Bills all Residential Service and Charges the Provider a Fee to include in the Utility Bill allowing Residential Customers to Pay Only One Provider

Additional Charges Effective January 1, 2025

Special Pick-Up Charge	\$ 26.70	Per Yard (2 Yard Min.)
Bulk Waste Charge (over 3 Yards)	\$ 24.22	Per Yard
Second Pick-Up Option	\$ 4.07	Per Unit
Disabled Off Street Service (Solid Waste and Recycling Only)	No - Charge	
Addition Charge for Other Than Curbside	\$ 9.44	
Special City Assistance Charge (One Truck and Two Men)	\$ 116.40	Per Hour
Quarterly Clean-Up	No - Charge	

*****Please Note: All commercial and roll off pricing presented in the base bid is the same for 14A WM Alternative Service Option**

Form 14D - ALTERNATE - Can Commercial Solid Waste Rates

**Form 14D
City of Eustis
CAN Commercial Solid Waste Collection Rates**

Some Commercial Units Can not Accommodate a Dumpster

To Be Billed by the Provider

Effective Date January 1, 2025

Pick-up per Week	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK	6 x WK
Container Size 2 Cubic Yards **						
Collection Rate	15.58	18.98	23.54	25.88	28.17	30.42
Disposal Rate	11.76	14.32	17.76	19.53	21.25	22.95
Franchise Fee (10%) based on Collection and disposal rates	2.73	3.33	4.13	4.54	4.94	5.34
Total	30.07	36.63	45.43	49.95	54.36	58.71
Container Size 3 Cubic Yards**						
Collection Rate	17.88	20.16	25.88	29.32	33.87	38.35
Disposal Rate	13.49	15.21	19.53	22.12	25.55	28.93
Franchise Fee (10%) based on Collection and disposal rates	3.14	3.54	4.54	5.14	5.94	6.73
Total	34.51	38.91	49.95	56.58	65.36	74.01
Container Size 4 Cubic Yards**						
Collection Rate	20.16	21.34	28.17	32.70	39.63	46.26
Disposal Rate	15.21	16.10	21.25	24.67	29.90	34.90
Franchise Fee (10%) based on Collection and disposal rates	3.54	3.74	4.94	5.74	6.95	8.12
Total	38.91	41.18	54.36	63.11	76.48	89.28
Container Size 6 Cubic Yards**						
Collection Rate	22.44	24.68	30.47	36.19	45.21	54.30
Disposal Rate	16.93	18.62	22.99	27.30	34.11	40.96
Franchise Fee (10%) based on Collection and disposal rates	3.94	4.33	5.35	6.35	7.93	9.53
Total	43.31	47.63	58.81	69.84	87.25	104.79
Container Size 8 Cubic Yards**						
Collection Rate	24.70	27.74	32.69	39.63	50.98	63.46
Disposal Rate	18.63	20.93	24.66	29.90	38.46	47.87
Franchise Fee (10%) based on Collection and disposal rates	4.33	4.87	5.74	6.95	8.94	11.13
Total	47.66	53.54	63.09	76.48	98.38	122.46
Franchise Fee (7%) based on	3.64	4.09	4.82	5.84	7.51	9.35
Container Size 10 Cubic Yards						
Collection Rate	27.06	30.79	35.04	42.99	56.67	65.59
Disposal Rate	20.41	23.23	26.44	32.43	42.75	49.48
Franchise Fee (10%) based on Collection and disposal rates	4.75	5.40	6.15	7.54	9.94	11.51
Total	52.22	59.42	67.63	82.96	109.36	126.58

Based on 1 garbage can

Based on 2 garbage cans

Based on 3 garbage cans

Based on 4 garbage cans

Based on 5 garbage cans

Based on 6 garbage cans

**** Pricing is based upon quantity of Garbage Cans and frequency, not based upon "Container Size" identified, because we believe the cubic yard description headings are in error.**

**AMENDED AND RESTATED SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL CONTRACT**

This Amended and Restated Solid Waste and Recycling Collection and Disposal Contract is made and entered into this 1st day of January, 2002 by and between The City of Eustis, Florida, a Florida municipal corporation, hereinafter referred to as "City" and Waste Management Inc. of Florida, a Florida corporation, its successors and assigns, hereinafter referred to as "Contractor".

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Collection of Solid Waste and Recyclables within the corporate boundaries of City dated January 1, 1995; and

WHEREAS, CITY and CONTRACTOR entered into an Addendum to said Contract dated November 21, 1996; and

WHEREAS, the Contract with Addendum is ongoing and in no known material breach by either party as of the date of this Amended and Restated Solid Waste and Recycling Collection and Disposal Contract; and

WHEREAS, there have been material changes in the law since the execution of the Agreement and the City's interlocal agreement with Lake County will terminate, both events creating flexibility for CITY and CONTRACTOR in the disposal of waste and recyclables.

NOW, THEREFORE, the Solid Waste and Recycling Collection Contract dated January 1, 1995, as modified by the First Addendum to the Solid Waste and Recycling Collection Contract dated November 21, 1996 are modified and restated as follows:

SECTION 0. This Amended and Restated Agreement supersedes any and all previous franchise agreements or modifications.

SECTION 1. TERM.

A. Initial Term. The initial term of this Contract was for a period beginning on the date of execution hereof and terminating December 31, 2001. This agreement was extended for a two year period in 1997 so that the termination date was December 31, 2003.

B. Revised Term. The term of this agreement is hereby extended to December 31, 2008.

C. Option to Renew. As of January 1, 2003, and every two years thereafter, this Contract between the CITY and the CONTRACTOR shall be renewed for an additional two (2) year period unless the CITY, through its

Commission, exercises its non-renewal option by informing the **CONTRACTOR** in writing prior to January 1 of the appropriate year that the two (2) year Contract renewal will not be granted. Contract renewals shall be added to the end of the term of the then existing Contract.

For the purpose of this Solid Waste and Recycling Collection and Disposal Contract, hereinafter referred to as "Contract", the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the CITY Code, shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

SECTION 2. DEFINITIONS.

- (a) **Acceptable Waste.** That Residential and Commercial Solid Waste which may be disposed of at CITY designated disposal facilities.
- (b) **Bags.** Non-dissolvable plastic trash bags.
- (c) **Bed and Breakfast.** A property designated by the CITY as a Bed and Breakfast. The use of such property shall be classified for collection and fee the same as such property is classified by the CITY for water and sewerage purposes.
- (d) **Biohazardous,** Biological or Biomedical Waste. The term is defined as set forth in the Florida Administrative Code, as amended from time to time.
- (e) **Bulk Items.** Those items that may require special handling and management including, but not limited to; White Goods; any materials resulting from home improvements which are properly packaged for collection; and any and all household goods and furniture. Bulk Items must be usual to housekeeping and must be generated by the customer at the Dwelling Unit, wherein the Bulk Item is collected. Bulk Items do not include items herein defined as Exempt Waste.
- (f) **Bundle.** A package containing Yard Trash or Rubbish only, weighing not over fifty (50) pounds and not exceeding four (4) feet in its longest dimensions or six (6) inches in diameter; tied with cord or rope, or

otherwise secured, in a manner to permit lifting and carrying of the full weight thereof without spillage or neatly stacked (in the case of limbs and palm frons) so that such Yard Trash may be easily removed without further sorting.

(g) **Business(es)**. All retail, professional, wholesale, institutional or industrial facilities and any other commercial enterprises, including Hotels or Motels and licensed recreational vehicle parks, offering goods or services to the public.

(h) **Can Residential Solid Waste Collection Service**. The Collection of Residential Solid Waste from On-Service Dwelling Units in the Service Area whose Garbage is collected by means of a Garbage Can.

(i) **City Commission**. The City Commission of the City of Eustis, Florida.

(j) **City Designated Facility**. A solid waste disposal facility chosen by the CITY'S Contract Administrator. Such facility may change from time to time.

(k) **Collection**. The process whereby Residential or Commercial Solid Waste are removed and transported to a Designated Facility.

(l) **Commercial Property**. All Businesses, including Hotels and Motels and licensed recreational vehicle parks in the Service Area.

(m) **Commercial Recovered Materials**. Any metal, paper, glass, plastic, textile, or rubber materials that have a known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.

(n) **Commercial Solid Waste**. Any Garbage, Rubbish or Yard Trash that is usual to the normal operation of stores, offices, Businesses or Commercial Properties. Commercial Solid Waste must be generated by the customer at the Commercial Property where the Commercial Solid Waste is Collected and does not include items defined herein as Bulk Items, Contractor-generated Waste, Exempt Waste or Commercial Recovered Materials.

(o) **Commercial Solid Waste Collection Service.** The Collection of Commercial Solid Waste from Commercial Properties in the Service Area. Such service shall include Containers, Compactors or Garbage Cans and shall include Roll-Off Containers when such Containers are used for the Collection of Commercial Solid Waste, but shall not include Roll-Off Containers used for Roll-Off Collection Services.

(p) **Compactor.** Any Container which has a compaction mechanism, whether stationary or mobile.

(q) **Construction and Demolition Debris.** This term shall be as set forth in the Florida Administrative Code, as amended from time to time.

(r) **Contractor-generated Waste.** Rubbish, Yard Trash and/or Bulk Items generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services and lawn or yard maintenance service and nurseries.

(s) **Container.** Any Container, with a capacity of one(1) cubic yard up to and including ten (10) cubic yards, designed or intended to be mechanically dumped into a loader-packer type garbage truck.

(t) **Containerized Residential Solid Waste Collection Service.** The Collection of Residential Solid Waste from On-Service Dwelling Units in the Service Area whose Garbage is collected by means of a central or shared Container and not by means of a Garbage Can.

(u) **Contract.** The written document and all amendments thereto, between the CITY and CONTRACTOR, governing the provision of services as provided herein.

(v) **Contractor.** That person or entity that has obtained from the CITY a franchise or Contract to provide the services set forth herein.

(w) **Contract Administrator.** That person, or his designee, designated by the CITY to administer and monitor the provisions of this Contract.

(x) **County.** This term shall mean Lake County, Florida.

(y) **Curbside Residential Recycling Collection Service.** The Collection and truckside sorting (as required by CITY) of Recyclable Materials, by the CONTRACTOR, from On-Service Dwelling Units in the Service Area that receive Can Residential Solid Waste Collection Service; and the delivery of those Recyclable Materials to the appropriate Recycling Collection Facility.

(z) **Designated Facility.** The place or places specifically designated by the CITY for the disposal or processing of Residential Solid Waste or Commercial Solid Waste.

(aa) **Dwelling Unit.** Any type of structure or building unit; intended for, or capable of being utilized for, residential living, other than those structures or building units included within the definitions of Commercial Property herein.

(bb) **Exempt Waste.** Biohazardous, Biomedical or Biological Waste, Contractor-generated Waste, Special Waste, Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid Batteries (except household batteries), used oil, Yard Trash which is four (4) feet or more in its longest length and/or six (6) inches or more in diameter and/or weighs more than fifty (50) pounds, any materials resulting from home improvements which are not properly packaged for collection, and/or any Residential or Commercial Solid Waste which is not legally permitted for disposal at the CITY'S Designated Facility.

(cc) **Garbage.** All putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities.

(dd) **Garbage Can.** Any commonly available light gauge steel, plastic or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s) including waterproof plastic bags of heavy mill construction which can be safely and securely closed. A Garbage Can including properly packaged Yard Trash shall not exceed thirty two (32) gallons in capacity nor fifty (50) pounds in weight.

(ee) **Hazardous Waste.** Any solid waste which is defined as a hazardous waste by the State of Florida Department of Environmental Protection in the State of Florida Administrative Code or; by any future legislative action or; by federal, state or local law.

(ff) **Hotel or Motel.** A structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven (7) days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (1987), or its successor law.

(gg) **On-Service Dwelling Unit.** A Dwelling Unit located within the Service Area subscribing to Residential Solid Waste Collection Service which is not included within the definition of Excluded Property.

(hh) **Recycling Container.** A rigid container made of plastic or other suitable substance provided and distributed by the CONTRACTOR for the storage and accumulation of commingled Recyclable Materials.

(ii) **Residential Solid Waste Disposal Fee.** The fee charged for the disposal of solid waste.

(jj) **Residential Recyclable Materials.** Those materials recovered from non commercial sources which are capable of being recycled and which would otherwise be processed or disposed of as Residential Solid Waste. Recyclable Materials include those materials currently being Collected; newspapers, mixed glass containers and aluminum beverage containers, steel containers, designated plastic containers, and such other materials as may be defined by the CITY from time to time. The Recyclable Materials generator must separate the Recyclable Materials from the Residential or Commercial Solid Waste.

(kk) **Residential Solid Waste.** Any Garbage, Rubbish, Yard Trash or Bulk Item that is usual to housekeeping. Residential Solid Waste must be generated by the customer at the On-Service Dwelling Unit wherein the Residential Solid Waste is Collected and does not include items defined herein as Contractor-generated Waste or Exempt Waste.

(ll) **Residential Solid Waste Collection Service.** Can Residential Solid Waste Collection Service and Containerized Residential Solid Waste Collection Service.

(mm) **Roll-off Containers.** Any non-Compactor Containerized Residential or Commercial Solid Waste storage and Collection equipment or device with a

capacity of ten (10) cubic yards or greater which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping.

(nn) **Roll-off Collection Service.** The Collection and disposal of Roll-Off Containers containing materials, including but not limited to, Contractor-generated Waste or Special Waste, which are not herein defined as Residential Waste or Commercial Solid Waste, and is considered exclusive to the CONTRACTOR under the terms and conditions of this Contract.

(oo) **Rubbish.** All refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage, which are usual to housekeeping and/or to the operation of stores, offices, Businesses and other Commercial Property; also any bottles, cans or other containers not containing Garbage. Rubbish does not include items herein defined as Exempt Waste.

(pp) **Service Area.** The geographical area of the municipal boundaries of the City of Eustis served by the CONTRACTOR pursuant to this Contract as may be amended during the term of this agreement subject to pre-existing contracts, areas annexed into CITY, pursuant to law.

(qq) **Sludge.** The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

(rr) **Special Waste.** Tires, Construction and Demolition Debris, Land Clearing Debris, hazardous waste, hazardous material or any other unusual material for which the CITY collects a separate disposal charge.

(ss) **Yard Trash.** Vegetative matter resulting from routine and periodic yard and landscaping maintenance which is less than four (4) feet in length or more in its longest dimension and/or less than six (6) inches or more in diameter and/or weighs less than fifty (50) pounds. Yard Trash does not include items herein defined as Exempt Waste.

(tt) **White Goods.** Discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White goods must be

generated by the customer at the on service Dwelling Unit wherein the White Goods are Collected.

SECTION 3. SERVICES PROVIDED BY THE CONTRACTOR.

A. Exclusive Franchise Granted. The **CONTRACTOR** is herein granted an exclusive franchise to provide Residential Solid Waste Collection Service, Curbside Residential Recycling Collection Service, Commercial Solid Waste Collection Service and Roll-off Collection Service within the Service Area. Exempt Waste Collection and Commercial Recovered Material Collection services shall not be exclusive to the **CONTRACTOR**.

B. Service Provided by **CONTRACTOR**. The **CONTRACTOR** shall provide Residential Solid Waste Collection Service, Curbside Residential Recycling Collection Service and Commercial. Solid Waste Collection Service in the Service Area. **CONTRACTOR** shall lawfully deliver such materials to **CITY** designated Disposal or Recyclable Collection facility in accordance with the terms of this agreement.

SECTION 4. SOLID WASTE COLLECTION SERVICE.

A. Can Residential Solid Waste Collection Service. The **CONTRACTOR** shall provide Can Residential Solid Waste Collection Service to those On-Service Dwelling Units utilizing Garbage Cans for the accumulation and storage of Residential Solid Waste.

1. Conditions and Frequency of Service. All Residential Solid Waste shall be properly containerized in Garbage Cans, as appropriate, Bundled or otherwise prepared for Collection. Residential Garbage, Rubbish and Yard Trash Collection shall be collected once per week, except that, garbage and rubbish shall be collected two (2) times per week during the months of June, July and August. During two (2) times per week collection Garbage and Rubbish will be collected with not less than forty-eight (48) hours nor more than seventy two (72) hours between regularly scheduled pick-up days, with the exception of holiday(s) as set forth herein and once per week during all other months. In the event a regularly scheduled day falls on a holiday the Collection shall occur on the next regularly scheduled work day. Collection of Residential Bulk Items shall occur within seventy two (72) hours of set out or notification by the customer excluding Sundays and holidays as set forth herein. It shall be the responsibility of the

CONTRACTOR to notify the customer of alternative holiday Collection days. The customer shall not intentionally commingle Residential Bulk Items with Residential Garbage, Rubbish and Yard Trash. Collection of properly set out Residential Garbage shall be unlimited. Yard Trash shall be collected once per week. Yard Trash shall not be commingled with Bulk Items, Residential Garbage or Rubbish.

2. **Accessibility.** All Residential Solid Waste shall be placed within three (3) feet of the curb, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the **CONTRACTOR** and customer, that will provide safe and efficient accessibility to the **CONTRACTOR'S** collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location of the pick up.

3. **Off-Street Service.** Off-Street Service shall be provided as follows:

(a) **Disabled Persons.** Notwithstanding any term or definition set forth in this Contract, off-street Collection of Residential Solid Waste from a residential On-Service Dwelling Unit shall be required if all adult occupants residing therein are disabled and if a request for off-street service has been made to, and approved by, the Contract Administrator in the manner required by **CITY**. The Contract Administrator shall notify the **CONTRACTOR** in writing of any customers requiring off-street service. No additional monies shall be due to the **CONTRACTOR** for the provision of off-street service to disabled customers.

(b) **Non-Disabled Persons.** Customers who do not meet the criteria for disabled person in Section (a) above shall be entitled to off-street service for an additional fee as provided herein.

4. **CONTRACTOR** shall provide special collection service as requested for locations that are not in-service customers and shall charge such rates as provided in Exhibits.

5. **Additional Services.** Upon the request of a customer, the **CONTRACTOR** may provide additional services, for an additional fee, (to the extent such additional services and fees are consistent with the services, rates, and charges contained in Exhibit 2). Arrangements for billing. and

collection for such additional services shall be solely between the **CONTRACTOR** and the customer.

6. Quarterly Clean Up. **CONTRACTOR** shall four (4) times per year at the discretion of the **CITY**; at no additional fee, collect all Bulk Items, Yard Trash and other properly presented non-exempt items within the Service Area.

B. Containerized Residential Solid Waste Collection Service. The **CONTRACTOR** shall provide Containerized Residential Solid Waste Collection Service to those Dwelling Units subscribing to service which utilize Containers for the accumulation and storage of Residential Solid Waste. Containers, when requested by customer, shall be provided by **CONTRACTOR** within forty eight (48) hours of request (excluding Saturdays, Sundays and Holidays).

1. Conditions and Frequency of Service. All Residential Solid waste shall be properly Containerized by the customer. Residential Garbage, Rubbish and Yard Trash shall be Collected as deemed necessary and as determined between the **CONTRACTOR** and the customer, but such Collection service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the customer and the **CONTRACTOR** as long as the minimum frequency requirement is met. The size of the Container and the frequency (above the minimum) of Collection shall be determined between the customer and the **CONTRACTOR**. However, size and frequency shall be sufficient to provide that no Residential Garbage, Rubbish, Yard Trash or Bulk Items (excluding White Goods) need be placed outside the Container. The **CONTRACTOR** shall provide Containers at the approved rates, however, customers may own their Container provided that the customer shall be completely responsible for its proper maintenance and such Container shall be of a type that can be serviced by the **CONTRACTOR'S** equipment. Any Container damaged by the **CONTRACTOR** shall be repaired or replaced by the **CONTRACTOR**, at the **CONTRACTOR'S** expense, within forty eight (48) hours, excluding Sundays and holidays, at no cost or inconvenience to the customer. Any **CONTRACTOR** owned Container damaged by the customer shall be repaired or replaced by the **CONTRACTOR**, at the customer's

expense, within forty eight (48) hours, excluding Sundays and holidays, at no cost to the CONTRACTOR.

2. Accessibility. All Containers shall be readily accessible to the CONTRACTOR'S crew and vehicles and not blocked.

C. Commercial Solid Waste Collection Service. The CONTRACTOR shall Collect and dispose of all Commercial Solid Waste generated by customers subscribing to Commercial Solid Waste Collection Service. It is the intent of the CITY that all Commercial Solid Waste generated in the Service Area be Collected by the CONTRACTOR.

1. Conditions and Frequency of Service. Commercial Solid Waste Collection Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) (except compactor service) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Container or Garbage Can at the option of the customer. The size of the Container and the frequency (above the minimum of Collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste need by placed outside the Container. The CONTRACTOR shall provide Containers at the approved rates, however, customers may own their Container provided that the customer shall be completely responsible for its proper maintenance and such Container shall be of a type that can be serviced by the CONTRACTOR'S equipment. Containers, when requested by customers, shall be provided by CONTRACTOR within forty eight (48) hours of request (excluding Saturday, Sunday and Holidays). Any Container damaged by the CONTRACTOR shall be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within forty eight (48) hours, excluding Sundays and holidays, at no cost or inconvenience to the customer. Any CONTRACTOR owned Container damaged by the customer shall be repaired or replaced by the CONTRACTOR, at the customer's expense, within forty eight (48) hours, excluding Sundays and holidays, at no cost to the CONTRACTOR.

2. Compactors. The **CONTRACTOR** may provide Compactors, however, customers may own or lease Compactors provided that the Compactor must be of a type that can be serviced by the **CONTRACTOR'S** equipment; and the customer shall be completely responsible for its proper maintenance. Compactor frequency of Collection shall be sufficient to contain the Commercial Solid Waste without spillage, or unsanitary or unsafe conditions. Rates for Compactor Collection Service shall be those rates provided in Exhibits.

3. Accessibility. All Containers, Compactors, or Garbage Cans shall be readily accessible to the **CONTRACTOR'S** crew and vehicles, and not blocked.

4. Level, Type and Disclosure of Rates. Prior to providing Commercial Solid Waste Collection Services, the **CONTRACTOR** and the customer shall agree as to the level and type of service to be provided. The rate shall be the rates prescribed by the **CITY** and as set forth in Exhibits. Changes in level of service, either Container size or frequency of pick-up, shall be evidenced by a summary schedule providing; owner name; property address; number of units; and the change in the level of service. This schedule shall be submitted to the **CITY** fifteen (15) days after the end of each quarter beginning with the quarter ended June 30, 2001.

D. Hours. Can Residential Solid Waste Collection Service, Containerized Residential Solid Waste Collection Service and Commercial Solid Waste Collection Service, where the Commercial Property receiving the service is adjacent to a residential area, shall be provided between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday, excluding Holidays as defined herein. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator. Commercial Solid Waste Collection Service to Commercial Properties not adjacent to a residential property may be provided Monday through Saturday at the discretion of the **CONTRACTOR**. The days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.

E. Routes and Schedules. The **CONTRACTOR** shall provide the Contract Administrator the schedules for all Residential and Commercial Solid Waste Collection Service routes and keep such information current at all times. If

any changes in the Collection route days occur, the Contract Administrator shall be immediately notified in writing. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the **CONTRACTOR** shall immediately notify the affected customer(s), in writing or other manner as approved by the Contract Administrator, not less than two (2) weeks prior to the change.

F. Manner of Collection. The **CONTRACTOR** shall provide Residential Solid Waste Collection Services and Commercial Solid Waste Collection Services with as little disturbance as possible and shall leave any Garbage Can or Container at the same point it was collected. Where Container service is provided, the **CONTRACTOR** shall replace the Container to its original or agreed upon position.

G. City Designated Facility. All Residential or Commercial Solid Waste, Collected as a result of performing Residential Solid Waste Collection Service or Commercial Solid Waste Collection Service shall be hauled to, and disposed of, at the City Designated Facility as provided in writing by the **CITY** from time to time. Provided however, **CONTRACTOR** may, in its discretion deliver Yard Trash to a County facility provided it charges **CITY** the lowest disposal charge **CITY** would have obtained at a **CITY** Designated Facility.

SECTION 5. RESIDENTIAL RECYCLING COLLECTION SERVICE.

A. Curbside Residential Recycling Collection Service. The **CONTRACTOR** shall provide unlimited Curbside Residential Recycling Collection Service to all On-Service Dwelling Units in the Service Area subscribing to Can Residential Solid Waste Collection Service.

1. Conditions and Frequency of Service. The **CONTRACTOR** shall Collect Recyclable Materials with as little disturbance as possible and shall leave the Recycling Container at the same point it was Collected without obstructing roadways, driveways, sidewalks or mail boxes. To be eligible for pick-up, Recyclable Materials must be put in a Recycling Container and placed at the usual accessible pick-up location for Residential Solid Waste. The **CONTRACTOR** shall be responsible for sorting each component and delivering the Recyclable Materials as appropriate. The **CONTRACTOR** shall not commingle Recyclable Materials with other Residential Solid Waste. Curbside Residential Recycling Collection Service shall be provided once every week on

a scheduled route basis which coincides with one of the regularly scheduled Residential Solid Waste Collection days. In the event the regularly scheduled day falls on a holiday, the Collection shall occur within forty eight (48) hours before or after the regularly scheduled day. It shall be the responsibility of the **CONTRACTOR** to notify the customer of the alternative holiday Collection day. The **CONTRACTOR** shall be required to provide occasional special recycling programs for the Collection of telephone books and Christmas trees.

2. **Accessibility.** All Residential Recycling Materials except Christmas Trees shall be placed in a Recycling Container which shall be placed within three (3) feet of the curb, paved surface of the public roadway, closest accessible roadway or other such location, agreed to by the **CONTRACTOR** and the customer that will provide safe and efficient accessibility to the **CONTRACTOR'S** collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall designate the location for pick up.

3. **Scheduled Work Days and Hours.** Residential Recycling Collection Service shall be provided between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday, excluding Holidays as defined herein. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.

4. **Off-Street Service.** Off Street Service shall be provided as follows:

(a) **Disabled Persons.** Notwithstanding any term or definition set forth in this Contract, off-street Collection of Recyclable Materials from an On-Service Dwelling Unit shall be required if all adult occupants residing therein are disabled and if a request for off-street service has been made to, and approved by, the Contract Administrator in the manner required by **CITY**. The Contract Administrator shall notify the **CONTRACTOR** in writing of any customers requiring off-street service. No additional monies shall be due to the **CONTRACTOR** for the provision of off-street service to disabled customers.

(b) Non-Disabled Persons. Customers who do not meet the criteria for disabled person in Section (a) above shall be entitled to off-street service for an additional fee as provided herein.

5. Special Collection. CONTRACTOR shall provide special collection service as requested for locations that are not in-service customers and shall charge such rates as provided in Exhibits.

6. Routes and Schedules. The CONTRACTOR shall provide the contract Administrator the schedules for all Curbside Residential Recycling Collection Service routes and keep such information current at all times. If any changes in the Collection route days occur, the Contract Administrator shall be immediately notified in writing. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the CONTRACTOR shall immediately notify the affected customer(s), in writing or other manner as approved by the Contract Administrator, not less than two (2) weeks prior to the change.

B. Collection Requirements. To be eligible for Collection, Recyclable Materials must be placed in the Recyclable Container and must not be commingled with other solid waste. In the event the Recyclable Materials are erroneously or inadvertently mixed with other solid waste the CONTRACTOR shall, if possible, separate the solid waste from the Recyclable Materials. The Recyclable Materials shall then be Collected and the solid waste shall be left in the Recyclable Container along with a notice of why the solid waste was not collected. In the event the Recyclable Materials and solid waste are commingled to the extent that they cannot be easily separated by the CONTRACTOR or the nature of the solid waste renders the entire Recycling Container contaminated, the entire Recycling Container and all contents thereof, shall be left at the curbside by the CONTRACTOR along with a notice of why the Recycling Container was not Collected.

C. Residential Recyclable Materials. Until notified by CITY to the contrary, the ownership of all Residential Recyclable Materials collected by the CONTRACTOR shall immediately vest with the CONTRACTOR upon possession by the CONTRACTOR. During such time as ownership of the Recyclable Materials vests with the CONTRACTOR, delivery and proper disposition of such Recyclable Materials at an appropriate recycling facility shall be the responsibility of

the CONTRACTOR. During this time, the CONTRACTOR shall be entitled to all revenues generated from the disposition of the Recyclable Materials and they shall also be responsible for all charges associated with said disposition. All responsibilities for the safe and proper delivery of the Recyclable Materials to the Designated Facility shall be with the CONTRACTOR. The CITY reserves the right to add or subtract types of Recyclable Materials to be collected. CONTRACTOR will provide separate collection and disposal of household batteries.

D. Recycling Containers. Recycling Containers shall be purchased by the CONTRACTOR and remain the property of the CONTRACTOR. The CONTRACTOR shall provide the Containers in order to provide Curbside Residential Recycling Collection Service. The CONTRACTOR shall distribute, at its sole cost, one Recycling Container to each On-Service Dwelling Unit receiving Can Residential Solid Waste Collection Service in the Service Area. The Recycling Container shall be for commingled Recyclable Materials. The CONTRACTOR shall store the Recycling Containers on its premises as requested by the CITY. CONTRACTOR may use existing Recycling Containers owned by CITY in the Service Area. Recycling Containers owned by CITY remaining at the termination of this agreement shall belong to CITY.

E. Replacement of Recycling Containers. The CONTRACTOR shall replace at its expense any Recycling Container rendered unserviceable through normal wear and tear of Collection services. The CONTRACTOR shall replace at its expense any Recycling Container damaged through the fault or negligence of the CONTRACTOR or its employees. The CONTRACTOR, at the residential customer's expense, shall supply to the customer, replacement Recycling Containers lost or damaged by the occupant of an On-Service Dwelling Unit. CONTRACTOR shall notify the CITY in writing when replacement Recycling Containers are provided. The CITY shall seek reimbursement from the customer.

The CONTRACTOR shall promptly deliver replacement Recycling Containers, damaged by its employees, or when notified by the Contract Administrator or the occupant of an On-Service Dwelling Unit that a Recycling Container is damaged or missing, and shall report monthly all such replacements to the CITY.

F. Recycling Changes to Work. Should unanticipated events, circumstances or changes in law arise or should the CITY make recycling program decisions that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary changes and enter into a Supplemental Contract covering such modifications and compensation to be paid, if any, before undertaking any changes or revisions to such work.

SECTION 6. CHARGES AND RATES

A. Residential Services.

1. Residential Solid Waste and Curbside Residential Recycling Collection Services. The CITY shall be responsible for the billing and collection of collection and disposal fees for all Residential Solid Waste Collection Services (excluding Residential Container Service) and Curbside Residential Recycling Collection Services.

The CONTRACTOR shall be responsible for the billing and collection of collection and disposal fees for all Residential Containerized Solid Waste Collection Services. Charges shall be those charges provided for herein.

(a.) Collection Charges Billed By the CITY. Charges for Residential Solid Waste and Curbside Residential Recycling Collection Services billed to the residents of the CITY and due to the CONTRACTOR will be accounted for monthly.

B. Commercial Solid Waste Collection Service. The CONTRACTOR shall be responsible for the billing and collection of collection and disposal fees for all Commercial Solid Waste Collection Service. Commercial Properties receiving Commercial Solid Waste Collection Service shall be charged a monthly rate as set forth in Exhibits attached hereto, and as may be adjusted pursuant to this Contract.

C. Disposal Charges. Disposal charges for Residential and Commercial Solid Waste disposal will be accounted for monthly. Until May 1, 2002 the Residential Unit disposal tons per year shall be 1.14 tons of garbage/Rubbish and .21 tons of Yard Waste. May 1, 2002 and every May 1st during the term of this agreement (and extensions thereof) CITY and CONTRACTOR shall jointly conduct an audit of tonnage which audit shall be used to calculate disposal

fees for the ensuing year. Provided, however, that either party may request in writing a second audit which shall be conducted within 30 days of the written request. Such second audit shall be averaged with the previous audit and said average shall be used. In any event, all audits shall apply prospectively only. Each party hereto to bear its own audit expense. Disposal costs shown on Exhibit 10 hereto at **CONTRACTOR** owned or controlled facilities shall not be increased during the life of this agreement except on actual cost adjustments at the disposal facilities but not to exceed three percent (3%) per year. **CONTRACTOR** must request such adjustment in writing.

D. Monthly Collection Accounting. No later than the fifteenth (15th) day following the month this Contract becomes effective, and each month thereafter, the **CITY** will prepare and deliver to the **CONTRACTOR** and **CONTRACTOR** shall prepare and deliver to **CITY** a Monthly Payment Form as set forth in Exhibit 8. The monthly charges will be accounted for as follows:

1. The amount due will be payable no later than the tenth (10th) day of the following month.

E. Adjustments to Other Costs.

1. Refuse Rate Index (RRI). Beginning no later than September 1, 2002, and annually thereafter, the **CONTRACTOR** may, subject to compliance with all provisions of this Section, request an annual adjustment in the Collection and other non-disposal portions of the Curbside Residential Recycling Collection Service rate, the Residential Solid Waste Collection Service rates and the Commercial Solid Waste Collection rates as set forth in the appropriate Exhibits attached hereto.

At the start of the second year of the Contract, and every year thereafter, the rates set forth on Exhibits attached hereto, may be increased or decreased by the percentage change in the Refuse Rate Index (RRI), which Lake County has last established for **CONTRACTOR**, from the base month, which shall be April of the prior year, through April of the current year. The **CITY** shall use the same formula and method to determine the RRI as is used by Lake County at the time of the award of this franchise or as may be amended by Lake County. In the event Lake County does not continue to establish an RRI for **CONTRACTOR**, then in such event, **CITY** shall establish the RRI for **CONTRACTOR**.

On or before September 1st of each year the **CONTRACTOR** shall deliver to the **CITY** in the format as set forth in Exhibit 10 and as may be further revised by the **CITY** from time to time, financial information for the specific services performed under this Contract. If the **CONTRACTOR** fails to submit the financial information in the required format prior to September 1, it is agreed that the **CONTRACTOR** waives the right to the RRI rate adjustment for that year. Failure to provide the financial information does not preclude the **CITY** from applying the RRI using the prior years financial data if that application would result in a decrease in the Collection and other non-disposal rates.

If the failure to submit the information is the result of the extraordinary or unusual circumstances as demonstrated by the **CONTRACTOR**, the **CITY** may consider the request for the annual RRI rate adjustment. Upon approval of an RRI adjustment, the **CITY** shall notice the **CONTRACTOR** of the RRI adjustment to the appropriate rate and cost schedules.

F. Franchise Fee. A franchise fee equal to seven (7%) percent of the gross residential revenues and ten (10%) percent of gross commercial revenues, net of disposal charges or franchise fees and sales or service taxes, collected from all customers in the Service Area shall be retained by or paid to the **CITY** monthly.

SECTION 7. UNUSUAL COSTS

A. State Sales or Service Tax. In the event the State of Florida requires the **CONTRACTOR** to begin paying sales or service tax on the Residential or Commercial Solid Waste Collection Services or Residential Recycling Collection Services as set forth in this Contract, the **CONTRACTOR** shall be allowed to pass on to the customer the tax to the extent of actual sales or service taxes paid. The **CITY** shall approve the pass on within the later of, sixty (60) days of the date of receiving the request and all information requested by the Contract Administrator, or the implementation date of the sales or service tax.

B. Other Costs. The **CONTRACTOR** may petition the **CITY** at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue.

The **CONTRACTOR'S** request shall contain substantial proof and justification to support the need for the rate adjustment. The **CITY** may request from the **CONTRACTOR** such further information as may be reasonably necessary in making its determination. The **CITY** shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the **CITY**. In the event the request is approved the adjustment will be effective when such costs can reasonably be passed on to customers.

SECTION 8. HOLIDAYS

The **CONTRACTOR** shall not be required to provide Residential Solid Waste Collection Services, or Curbside Residential Recycling Collection Services or maintain office hours on Thanksgiving, Christmas, or New Year's Day. Residential Solid Waste (Garbage, Rubbish or Yard Trash) which is scheduled for pick-up but which is not collected on the holidays shall be collected on the next scheduled work day. Recyclable Materials which are scheduled for pick-up but which are not collected on the holidays shall be collected forty eight (48) hours before or after the holiday, as determined by the **CONTRACTOR**. The **CONTRACTOR** shall notify the residents at least two (2) weeks in advance of the holiday schedule.

SECTION 9. CONTRACTOR'S PERSONNEL

A. The **CONTRACTOR** shall assign a qualified person or persons to be in charge of the operations within the Service Area and shall provide the names of those persons in writing to the Contract Administrator.

B. The **CONTRACTOR** shall employ and assign qualified personnel to perform all services set forth herein. The **CONTRACTOR** shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

C. The **CITY** may request the transfer of any employee of the **CONTRACTOR** who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

D. Each driver of a Collection vehicle shall at all times carry a valid Florida commercial driver's license and all other required licenses for the type of vehicle that is being operated.

SECTION 10. SPILLAGE AND LITTER

The CONTRACTOR shall not litter premises in the process of making Collections, but shall not be required to Collect any Residential Solid Waste, Commercial Solid Waste or Recyclable Materials that have not been either placed or prepared in any manner as set forth herein. The CONTRACTOR shall transport all Residential Solid Waste, Commercial Solid Waste or Recyclable Materials in such a manner as to prevent the spilling or blowing from the CONTRACTOR'S vehicle. The CONTRACTOR shall promptly clean up all spillage caused by the CONTRACTOR.

SECTION 11. COLLECTION EQUIPMENT

A. The CONTRACTOR shall have on hand at all times, in good working order, such solid waste Collection and Recycling Collection equipment as shall permit the CONTRACTOR to adequately and efficiently perform the duties specified in this Contract. Upon execution of this Contract, and annually thereafter, the CONTRACTOR shall provide, on the form included herein as Exhibit 9, a list of the equipment to be used by the CONTRACTOR to provide services relating to this Contract. Solid Waste Collection equipment shall be of the enclosed, loader-packer type. Recycling Collection equipment shall be of the type which will accommodate Curbside Residential Recycling Collection Service as defined herein.

B. All equipment shall be kept in good repair and appearance and in a sanitary, clean condition at all times. The CONTRACTOR shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

C. The CONTRACTOR'S name, office telephone number and other identifying symbols as may be prescribed by the CITY shall be properly displayed on all Collection vehicles.

SECTION 12. EXEMPT WASTE

A. The CONTRACTOR shall not be required to Collect and dispose of Exempt Waste, but may offer such services. All such Collection and disposal of Exempt Waste are not required under this Contract, but if provided by the

CONTRACTOR shall be in strict compliance with all federal, state and local laws and regulations.

SECTION 13. OFFICE

A. The **CONTRACTOR** shall maintain an office where complaints can be received and which provides toll-free telephone access for customers living in Lake County. Such office shall be equipped with sufficient telephones and shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m. on those days that the **CONTRACTOR** provides Residential Solid Waste, or Curbside Residential Recycling Collection Services. The **CONTRACTOR** shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed.

B. The **CONTRACTOR** shall provide the Contract Administrator with an emergency phone number where the **CONTRACTOR** can be reached at all times.

SECTION 14. SERVICE INQUIRIES AND COMPLAINTS

A. All service inquiries and complaints shall be directed to the **CONTRACTOR**. All service complaints will be handled by the **CONTRACTOR** in a prompt and efficient manner. Complaints received before 12:00 p.m. (noon) of a working day shall be addressed and resolution attempted that day; complaints received after 12:00 p.m. shall be addressed and resolution attempted no later than the next working day. When the next working day is a Sunday, the complaint shall be addressed and resolution attempted on Monday. When the next working day is a holiday, the complaint shall be addressed and resolution attempted on the next working day. In the case of a dispute between a **CONTRACTOR** and a customer, the matter will be reviewed and a decision made by the Contract Administrator.

B. The **CONTRACTOR** will maintain a written record of all inquiries and complaints in a manner prescribed by the **CITY**. The following information will be provided for each inquiry or complaint: Date; time of call; person calling; address of person calling; telephone number of person calling; reason for inquiry or complaint; and action taken by **CONTRACTOR**. The **CONTRACTOR** will, by the tenth (10th) day of each month, file with the Contract Administrator a copy of the completed forms for all inquiries and complaints received by the **CONTRACTOR** during the preceding month.

C. The **CONTRACTOR** shall provide the Contract Administrator with a report on the disposition of any unresolved complaint involving a claim of damage to private or public property as a result of actions of the **CONTRACTOR'S** employees, agents or subcontractors.

D. The **CONTRACTOR** shall provide written notice in a format approved by **CITY** to all customers, served by the **CONTRACTOR**, about complaint procedures, rules and regulations including office hours, telephone number and mailing address.

SECTION 15. QUALITY OF PERFORMANCE OF CONTRACTOR

A. It is the intent of the **CITY** to ensure that the **CONTRACTOR** provides a quality level of Collection services. To this end, all complaints shall be promptly resolved pursuant to the provisions of this Contract. In the event legitimate complaints, as determined by the Contract Administrator, shall exceed two (2%) percent of the total Residential Solid Waste Collection Service customers of the **CONTRACTOR**, within the Service Area served by the **CONTRACTOR** during any Contract fiscal year, or one-half of one percent (.5%) of the total Residential Solid Waste Collection Service customers of the **CONTRACTOR** within the Service Area, during any one calendar month, the Contract Administrator may levy administrative charges of \$100.00 per incident for those actions related to service as listed below. There shall be \$25.00 per occurrence per day administrative charge assessed against the **CONTRACTOR** for failure to appropriately respond to a failure to pick up allegation within twenty four (24) hours of oral notification by the **CITY** or the consumer of the failure to pick up.

1. Commingling Residential Solid Waste with Recyclable Materials.
2. Commingling Acceptable solid waste (Garbage, Rubbish and Yard Trash) with unacceptable solid waste (Bulk Items).
3. Failure to clean-up spillage caused by the **CONTRACTOR**.
4. Failure to replace damaged Containers or Garbage Cans in the required time period (forty eight (48) hours except for Sundays or holidays).
5. Failure to replace Containers, Garbage Cans, or Recycling Containers in designated location, crossing planted areas, or similar violations.

6. Failure to repair damage to customer property.

The Contract Administrator may also levy administrative charges for all other infractions of this Contract in an amount of \$100.00 per day per incident without regard to the percentage of customer complaints including:

1. Failure to maintain equipment in a clean, safe and sanitary manner.
2. Failure to have vehicle operators properly licensed.
3. Failure to maintain office hours as required by this Contract.
4. Failure to maintain and/or submit to the CITY all documents and reports required under the provisions of this Contract.
5. Failure to properly cover materials in Collection vehicles.
6. Failure to display CONTRACTOR'S name and phone number on Collection vehicles.
7. Failure to comply with the hours of operation as required by this Contract.

The administrative charge for failure or neglect to complete each route on the regular scheduled pick-up day shall be \$1,000.00 per route for each day the route is not completed. The administrative charge may be waived in the sole discretion of the Contract Administrator in the event of unusual or extraordinary circumstances.

Changing route days without proper notification will result in an administrative charge of \$1,000.00 per incident.

Failure to deliver any Residential or Commercial Solid Waste or Recyclable Materials to the Designated Facility will result in the following administrative charges:

1. First Offense - \$1,000.00 administrative charge.
2. Second Offense - \$2,500.00 administrative charge.
3. Third Offense - loss of Contract.

B. For the purpose of this section, the Contract Administrator may deduct any administrative charges from payments due or to become due to the CONTRACTOR. The Contract Administrator may assess administrative charges pursuant to this Section on a monthly basis in connection with this Contract

and shall, at the end of each month during the term of this Contract, notify the **CONTRACTOR** in writing of the administrative charges assessed and the basis for each assessment. The **CONTRACTOR** shall pay the assessment within thirty (30) days of the date of the notice. In the event the **CONTRACTOR** wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing that the Contract Administrator request a hearing date before the City Commission to present its defense to such assessment. The administrative charge shall be abated during the contest period. In the event the charge is upheld the City Commission may apply the administrative charge retroactively from the date it became effective for each day the incident continued unresolved. The City Commission shall notify the **CONTRACTOR** in writing of any action taken with respect to the **CONTRACTOR'S** claims and the decision of the City Commission shall be the final administrative action.

SECTION 16. FILING OF REQUESTED INFORMATION AND DOCUMENTS

A. In addition to any other requirements of this Contract, the **CONTRACTOR** shall be required to file statistical and other pertinent information pertaining to Residential and Commercial Solid Waste Collection Services and Curbside Residential Recycling Collection Services as may be requested by the **CITY** to comply with the provisions of Section 403, Florida Statutes, as amended, other pertinent rules, laws and regulations and any interlocal agreements the **CITY** has or may enter into during the term of this Contract.

B. The **CONTRACTOR** shall file and keep current with the **CITY** all documents and reports required by this Contract. Prior to September 1 of each year this Contract is in effect, the **CONTRACTOR**, based on a list provided by the **CITY**, shall ensure and certify to the **CITY** that all required documents such as, but not limited to, certificates of insurance, performance bond, route schedules and maps, drivers license certifications, and lists of Collection equipment vehicles are current and on file with the **CITY**.

C. The assessment or payment of any administrative charges imposed upon **CONTRACTOR** by virtue of this entire section shall not constitute a defense to the **CONTRACTOR** nor an election of remedies by the **CITY** or an estoppel against the **CITY** nor prevent the **CITY** from testing this Contract.

The election of the CITY to refrain from assessing administrative charges, suspending or terminating this Contract, or seeking any other relief for any failure of the CONTRACTOR shall not constitute a waiver on the part of the CITY of its right to pursue a remedy for future failure to perform by CONTRACTOR.

SECTION 17. EMERGENCY SERVICE PROVISIONS

In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Contract, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses provided the CONTRACTOR has first secured written authorization and approval from the CITY.

SECTION 18. PERMITS AND LICENSES

The CONTRACTOR shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

SECTION 19. PERFORMANCE BOND

Prior to commencing service under this Contract, the CONTRACTOR shall furnish to the CITY, and keep current, an irrevocable letter of credit or a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of \$500,000.00 in a form acceptable to the CITY Attorney. The Performance Bond shall be executed by a surety company licensed to do business in the State of Florida; having an "A-" or better rating by A.M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States.

SECTION 20. INSURANCE

CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Contract, such insurance as will assure to **CITY** the protection contained in this agreement, including Indemnification, undertaken by **CONTRACTOR**. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. **CONTRACTOR** shall provide the following:

A. Workers' Compensation and Employers Liability Insurance. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policies shall include Employers Liability Insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident; One Hundred Thousand Dollars (\$100,000.00) each employee up to a maximum of Five Hundred Thousand Dollars (\$500,000.00) for disease.

B. General Liability Insurance. General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, \$2,000,000.00 aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices and must include:

1. Premises and/or Operations.
2. Independent contractors.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage applicable to this specific Contract, including the indemnification section set out in Section 21.
5. Personal Injury Coverage.
6. Product and Completed Operations.
7. Bodily injury and property damage liability for promises, operations, products, and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground explosions.
8. Include **CITY** and the City Commission as "Additional Insureds" with respect to liability arising out of operations performed for **CITY** by or

on behalf of **CONTRACTOR** or acts or omissions of **CONTRACTOR** in connection with such operation.

C. Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the insurance Services Office and must:

1. Cover all owned, non-owned and hired vehicles used by **CONTRACTOR**.
2. Include **CITY** and the City Commission as "Additional Insureds" with respect to liability arising out of operations performed for **CITY** by or on behalf of **CONTRACTOR** or acts or omissions of **CONTRACTOR** in connection with such operation.

D. Subcontractor's Insurance. Adequate subcontractor's insurance shall be the responsibility of the **CONTRACTOR**. **CONTRACTOR** shall ensure that subcontractors are properly insured to meet the above requirements before subcontractors are permitted to commence work pursuant to this Contract.

E. Certificate of Insurance. **CONTRACTOR** shall provide to **CITY** a Certificate of Insurance or a copy of all insurance policies required by this Section. **CITY** reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that **CITY** shall be given thirty (30) days written notice prior to expiration or cancellation of the policy.

SECTION 21. INDEMNITY

A. The **CITY** has provided contract concessions and otherwise given good and valuable consideration, the sufficiency of which is acknowledged by **CONTRACTOR**, and for said consideration, **CONTRACTOR** agrees as follows:

1. **CONTRACTOR** shall indemnify and save harmless and defend. **CITY**, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission negligent act of **CONTRACTOR**, its agents, servants or employees in the performance of services under this Contract. The **CITY** reserves the right

to retain counsel of its own choice at its own expense, or, in the alternative, to approve counsel obtained by the CONTRACTOR.

2. CONTRACTOR further agrees to indemnify, save harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in Section 21.A.1. above and for which the CITY, its agent, servants or employees are alleged to be liable.

3. This indemnification shall also include any claim or liability arising from, or in any way related to, actual or threatened damage to the environment, CITY costs of investigation, personal injury or death, or damage to property, due to a release or improper handling by CONTRACTOR of Hazardous Waste, Biohazardous Waste, Biological Waste, Infectious Waste or Sludge.

4. The execution of this Contract by CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth in Section 20.

5. CONTRACTOR further agrees to indemnify, save harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action brought by any of CONTRACTOR'S employees, agents or servants for job related injuries alleged to be caused by error, omission or negligent act.

6. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Contract.

7. Notwithstanding the foregoing indemnifications, CONTRACTOR shall not be responsible for the negligent acts or omissions attributable to CITY.

B. The CONTRACTOR shall require all subcontractors who are engaged to perform Residential or Commercial Solid Waste or Recycling Collection Services to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor fully indemnifies the CITY in accordance with this Contract.

SECTION 22. BOOKS AND RECORDS

A. The CONTRACTOR shall keep records which are adequate to meet all requirements as set forth herein. Such records shall relate only to this Contract and shall be kept separate and apart from all other records maintained by CONTRACTOR.

B. The CITY or its designee shall have the right to review all records maintained by the CONTRACTOR, related to this Contract, on three (3) days written notice. Financial schedules as specified by the CITY pertaining only to this specific Contract and Service Area, shall be delivered to the CITY no later than September 1 of each year during the term of this Contract. The annual RRI adjustment will not be granted to the CONTRACTOR unless all required financial information has been filed in a timely manner.

SECTION 23. POINT OF CONTACT

The day-to-day dealings between the CONTRACTOR and the CITY shall be between the CONTRACTOR and the Contract Administrator. CONTRACTOR shall designate in writing an employee to handle the day-to-day contact with CITY.

SECTION 24. NOTICE

All notices, requests, consents and other communications required or permitted under this Contract shall be in writing, which may include telex, telecopied and telegraphic communications, and shall be, as elected by the person giving such notice, hand delivered by messenger or courier service, telecopied, telecommunicated, or mailed by registered or certified mail, return receipt requested, and addressed to:

If to the CITY:

CITY MANAGER
Eustis City Hall
10 N. Grove Street
P.O. Drawer 68
Eustis, FL 32727-0068

If to the CONTRACTOR:

Waste Management Inc. of Florida
P.O. Box 548
Fruitland Park, FL 34731

or to such other address as any party may designate by written notice complying with the terms of this Section. Each such notice shall be deemed delivered:

- (a) on the date delivered if by personal delivery;
- (b) on the date telecommunicated if by facsimile;
- (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

SECTION 25. DEFAULT OF CONTRACT

A. The CITY may cancel this Contract, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) days advance written notice, to be served as provided in Section 24, upon the happening of any one of the following events:

1. The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer relating an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

2. By order or decree of a court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any law or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

3. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or

liquidator shall take possession or control of all or substantially all of the property of the **CONTRACTOR**, and such possession or control shall continue in effect for a period of sixty (60) days; or

4. The **CONTRACTOR** has defaulted, by failing or refusing to pay in a timely manner the administrative charges or other monies due the **CITY** and said default is not cured within thirty (30) days of receipt of written notice by **CITY** to do so; or

5. The **CONTRACTOR** has defaulted by allowing any final judgment for the payment of money to stand against him unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by **CITY** to do so; or

6. In the event the monies due the **CITY** under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, the **CONTRACTOR** shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the **CITY** Attorney; or

7. The **CONTRACTOR** has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Contract or any of the rules and regulations promulgated by the **CITY** pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) days of receipt of written notice by the **CITY** to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the **CONTRACTOR** of written demand from the **CITY** to do so, the **CONTRACTOR** fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof, with the **CONTRACTOR** having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time. No notice to cure a default will be required if **CONTRACTOR** fails to perform under Subsections A.1., A.2., A.3., B and C of this Section 25 hereof.

B. However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection services for a period of three (3) consecutive scheduled working days, the CITY may secure the CONTRACTOR'S billing records on the fourth (4th) working day in order to provide interim Contract Collection services until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Contract; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of fifteen (15) working days all liability of the CITY under this Contract to the CONTRACTOR shall cease and this Contract may be deemed terminated by the CITY.

C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Section, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the CITY and regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR shall be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative, and collectively shall constitute a condition of irredeemable default. The CITY shall thereupon issue the CONTRACTOR a final written warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the contract. In the event of any such subsequent default, the CITY may terminate this Contract upon giving of written Final Notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the CITY'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder and immediately upon the specified date in such Final Notice the CONTRACTOR Shall proceed to cease any further performance under this Contract.

D. In the event of the aforesaid events specified in subsections A., B. and C. above and except as otherwise provided in said subsections,

termination shall be effective upon the date specified in the CITY'S written notice to the CONTRACTOR and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the CITY under this Contract to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond or collect on the full amount of the irrevocable letter of credit and shall be free to negotiate with other contractors for the operation of the herein specified services. For failure to perform the CONTRACTOR shall reimburse the CITY all direct and indirect costs of providing interim solid waste and recycling collection services.

E. The CONTRACTOR recognizes that the failure on the part of CONTRACTOR to comply with the terms of this Contract is likely to cause irreparable damage to the CITY and damages at law would be an inadequate remedy. Therefore, the CONTRACTOR agrees that in the event of a breach or threatened breach of any of the terms of the Contract by the CONTRACTOR, the CITY shall be entitled to an injunction restraining such breach or to a decree of specific performance, or both without showing or proving any actual damage, together with recovery of reasonable attorney's fees and costs incurred in obtaining said equitable relief until such time as a final and binding determination is made by the court. The foregoing equitable remedy shall be in addition to, and not in lieu of, all remedies or rights which the CITY may otherwise have by virtue of any breach of this Contract by the CONTRACTOR. The CITY shall be entitled to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Contract. The CITY shall also be able to seek injunctive relief to prohibit any act or omission by the CONTRACTOR or its employees that constitutes a violation of any applicable law, is dishonest or misleading. The CSR expressly consents and agrees that the CITY may, in addition to any other available remedies, obtain an injunction to terminate or prevent the continuance of any existing default or violation, or to prevent the occurrence of any threatened default by the CONTRACTOR of this Contract.

SECTION 26. MODIFICATIONS TO THE CONTRACT DUE TO PUBLIC WELFARE, CHANGE IN LAW OR CHANGE IN ORDINANCES OR REGULATIONS

The CITY shall have the power to make changes in this Contract as the result of changes in law or of the CITY or COUNTY Code to impose new rules and regulations on the CONTRACTOR under this Contract relative to the scope and methods of providing Residential and Commercial Solid Waste Collection Services and Curbside Residential Recycling Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The CITY shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Residential Solid Waste Collection Services, Commercial Solid Waste Collection Services and Curbside Residential Recycling Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the CONTRACTOR.

The CITY and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Contract. The CONTRACTOR agrees that the terms and provisions of the CITY Code, as now exists or as may be amended in the future, shall apply to all of the provisions of this Contract and the customers of the CONTRACTOR located within the Service Area. In the event any future change in the CITY Code, materially alters the obligations of the CONTRACTOR, then the CONTRACTOR shall be entitled to an adjustment in the Collection charges established under this Contract and CITY shall not unreasonably withhold such compensation. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Contract, the CITY and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation for

any additional services or other obligations required of the **CONTRACTOR** due to any modification in the Contract under this Section. Failure to reach an agreement under this Section shall allow either party, upon sixty (60) days written notice to terminate service under this Agreement.

SECTION 27. INDEPENDENCE OF CONTRACT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting the **CONTRACTOR** as an agent, representative or employee of the **CITY** for any purpose whatsoever. The **CONTRACTOR** is to be, and shall remain, an independent contractor with respect to all services performed under this Contract. **CONTRACTOR** shall be solely responsible for the acts and omissions of its officers, agent, employees, permitted contractors and permitted subcontractors.

SECTION 28. EMPLOYEE STATUS

Persons employed by the **CONTRACTOR** in the performance of services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the **CITY'S** officers and employees either by operation of law or by the **CITY**.

SECTION 29. EQUAL OPPORTUNITY EMPLOYMENT

The **CONTRACTOR** agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

SECTION 30. FORCE MAJEURE

A. Either party shall be excused from performance (except for each party's payment obligations hereunder) when its non-performance was caused directly or indirectly by an Event of Force Majeure. The affected party

shall give to the other party prompt written notice of the Force Majeure reasonable full particulars concerning it. Thereupon the obligations of the party giving the notice so far as they are affected by the Force Majeure shall be suspended during, but no longer than the continuance of, the Event of Force Majeure and for a reasonable time thereafter required to remedy the physical damages and/or return to normal operations.

B. Any party excused from performing any obligation under this Contract pursuant to this Section shall promptly, diligently and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the Contract.

C. The party whose performance is excused due to the occurrence of an Event of Force Majeure shall, during such period, keep the other party duly notified of all such obligations under this Contract.

D. No Event of Force Majeure shall excuse either party from its payment obligations hereunder and the CITY shall not be liable for any loss by CONTRACTOR due to an Event of Force Majeure.

SECTION 31. RIGHT TO REQUIRE PERFORMANCE

The failure of the CITY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the CITY thereafter to enforce same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 32. LAWS TO GOVERN

This Contract shall be governed by the laws of the State of Florida and the CITY both as to interpretation and performance. The parties agree that any suit, action or legal proceeding arising out of or relating to this Contract shall be brought in the State of Florida Fifth Judicial Circuit Court located in Lake County.

SECTION 33. COMPLIANCE WITH LAWS

The CONTRACTOR, its officers, agents, employees, and permitted subcontractors shall comply with all federal, state and local laws, ordinances, rules, and regulations.

SECTION 34. SEVERABILITY

If any provision of this Contract shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 35. TITLE TO WASTE AND RECYCLABLES.

A. Residential and Commercial Solid Waste. **CONTRACTOR** shall have title to all Residential and Commercial Solid Waste Collection by the **CONTRACTOR** pursuant to this Contract from Collection until delivery to the Designated Disposal Facility.

B. Residential Recyclable Materials. **CITY** shall be entitled to all revenues generated from the disposition of the Residential Recyclable Materials. All responsibilities for the safe and proper delivery of the Residential Recyclable Materials to the **CITY** Designated Facility shall be with the **CONTRACTOR**.

SECTION 36. ASSIGNMENT OR SUBCONTRACT

No assignment or subcontract of this Contract or any right occurring under this Contract shall be made in whole or in part by the **CONTRACTOR** without the express written consent of the City Commission. Assignment shall include any transfer of twenty percent (20%) of stock or control in **CONTRACTOR** unless said transfer of stock or control is in a publicly held company. The City Commission shall have full discretion to approve or deny, with or without cause, any subcontract, any proposed assignment or assignments by the **CONTRACTOR**. However, approval shall not be unreasonably withheld. Any assignment or subcontract of this Contract made by the **CONTRACTOR** without the express written consent of the City Commission shall be null and void and shall be grounds for the **CITY** to declare a default of this Contract and immediately terminate this Contract by giving written notice to the **CONTRACTOR**. Upon the date of such notice this Contract shall be deemed terminated and upon such termination all obligations of the **CITY** under this Contract to the **CONTRACTOR** shall cease. The **CITY** shall be free to negotiate with other contractors or any other person or company for the service which is the subject of this Contract. When an assignment is approved by the **CITY**, the assignee shall fully assume all the terms,

obligations, covenants and promises of the CONTRACTOR provided for herein and shall so indicate in writing prior to the request for approval.

SECTION 37. MODIFICATION

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 38. LOCAL IMPROVEMENTS

CITY reserves the right to construct any roadway improvement or to permit construction in any street, road or alley, which may have the effect of preventing the CONTRACTOR from traveling its accustomed route or routes for solid waste and recycling collection. However, the CONTRACTOR shall continue to provide solid waste and recycling collection services through an acceptable, passable, route to the same extent as though no interference existed upon the streets, roads or alleys formerly traversed. This shall be done without extra cost to the CITY.

SECTION 39. REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is to be interpreted as a penalty upon any party to this Contract. The parties hereby agree that the rights of the CITY in the event the CONTRACTOR takes or fails to take certain actions pursuant to this Contract, are reasonable, and that the parties desire such certainty with regard to such matters.

SECTION 40. NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee or agent working solely for CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other

than a bona fide employee or agent working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach of violation of this provision, CITY shall have the right to terminate the Contract without liability, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 41. ENTIRE CONTRACT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

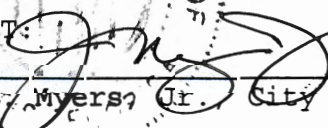
SECTION 42. LEGAL REPRESENTATION

It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Contract and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

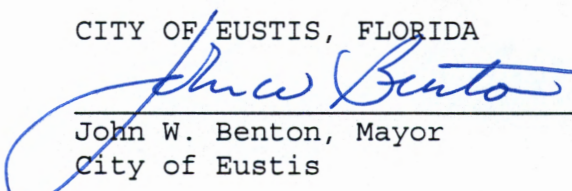
SECTION 43. EFFECTIVE DATE

This Contract became effective January 1, 1995, and this Amended and Restated Contract is effective January 1, 2002.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended and Restated Contract on the respective dates under each signature: CITY OF EUSTIS through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 15th day of November, 2001 and duly authorized to execute same.

ATTEST:


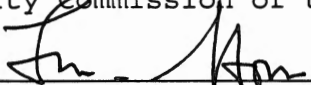
Jim R. Myers, Jr. City Clerk

CITY OF EUSTIS, FLORIDA


John W. Benton, Mayor
City of Eustis

Amended and Restated Solid Waste and Recycling Collection Contract
Page 41

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

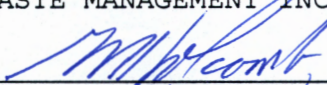


Lewis W. Stone, City Attorney

11-15-01

Date

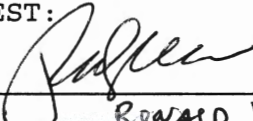
CONTRACTOR:
WASTE MANAGEMENT INC. OF FLORIDA



By: Glenn R. Halcomb

As its: Vice President

ATTEST:



By: Ronald Kaplan

As its: Asst Sec.

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

EFFECTIVE JANUARY 1, 2002

EXHIBIT 2

SOLID WASTE COLLECTION/ YARD TRASH COLLECTION	\$ 3.40
RECYCLING COLLECTION	\$ 1.19
	<u>2.14</u>
 HAULING SUBTOTAL	 \$ 6.73
 DISPOSAL	 4.98
FRANCHISE FEE (7%)	0.81
BILLING CHARGE	<u>0.42</u>
 TOTAL	 \$ 12.94

Future Rate Adjustments:(In addition to RRI)

Solid-waste collection rates will increase 30 cents 1/01/2004 and 20 cents 1/01/2007.

Recycling collection rates will increase 20 cents 1/01/2004 and 20 cents 1/01/2007.

ADDITIONAL CHARGES

EXHIBIT 2

SPECIAL PICK-UP CHARGE	\$ 13.07 / YARD (2 YARD MIN.)
BULK WASTE CHARGE (OVER 3 YARDS)	\$ 11.88 PER YARD
EXTRA PICK-UP DURING SUMMER	\$ 2.01 PER UNIT
DISABLED OFF STREET SERVICE (SOLID WASTE AND RECYCLING)	NO CHARGE
REGULAR OFF STREET SERVICE (SOLID WASTE AND RECYCLING)	\$ 4.75 EXTRA PER MONTH
RECYCLING BIN REPLACEMENT FEE	\$6.18
SPECIAL CITY ASSISTANCE CHARGE (ONE TRUCK AND TWO MEN)	\$ 57.06 PER HOUR
QUARTERLY CLEAN-UP	NO CHARGE

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

EFFECTIVE JANUARY 1, 2002

EXHIBIT 3

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

PICK-UPS/WEEK> CONTAINER SIZE	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
<u>2 CUBIC YARDS</u>						
COLLECTION	24.17	47.06	69.88	89.96	110.01	132.20
DISPOSAL	39.21	78.42	117.63	156.84	196.05	235.26
FRANCHISE FEE	<u>4.44</u>	<u>8.78</u>	<u>13.13</u>	<u>17.28</u>	<u>21.42</u>	<u>25.72</u>
TOTAL	67.82	134.26	200.64	264.08	327.48	393.18
<u>3 CUBIC YARDS</u>						
COLLECTION	36.27	56.11	78.62	95.34	127.33	152.81
DISPOSAL	58.82	117.63	176.45	235.26	294.03	352.89
FRANCHISE FEE	<u>6.66</u>	<u>12.16</u>	<u>17.85</u>	<u>23.14</u>	<u>29.50</u>	<u>35.40</u>
TOTAL	101.75	185.90	272.92	353.74	450.86	541.10
<u>4 CUBIC YARDS</u>						
COLLECTION	47.06	65.15	84.58	101.30	133.17	159.79
DISPOSAL	78.42	156.84	235.26	313.68	392.11	470.53
FRANCHISE FEE	<u>8.78</u>	<u>15.54</u>	<u>22.39</u>	<u>29.05</u>	<u>36.77</u>	<u>44.12</u>
TOTAL	134.26	237.53	342.23	444.03	562.05	674.44
<u>6 CUBIC YARDS</u>						
COLLECTION	69.88	101.17	133.77	166.40	199.07	238.88
DISPOSAL	117.63	235.26	352.89	470.53	588.16	705.79
FRANCHISE FEE	<u>13.13</u>	<u>23.55</u>	<u>34.07</u>	<u>44.59</u>	<u>55.11</u>	<u>66.13</u>
TOTAL	200.64	359.98	520.73	681.52	842.34	1,010.80
<u>8 CUBIC YARDS</u>						
COLLECTION	92.71	137.17	180.20	221.86	266.33	360.45
DISPOSAL	156.84	313.68	470.53	627.37	784.21	941.05
FRANCHISE FEE	<u>17.47</u>	<u>31.56</u>	<u>45.55</u>	<u>59.45</u>	<u>73.54</u>	<u>91.11</u>
TOTAL	267.02	482.41	696.28	908.68	1,124.08	1,392.61
<u>10 CUBIC YARDS</u>						
COLLECTION	114.11	182.59	246.03	277.34	332.91	450.55
DISPOSAL	196.05	392.11	588.16	784.21	980.26	1,176.32
FRANCHISE FEE	<u>21.71</u>	<u>40.23</u>	<u>58.39</u>	<u>74.31</u>	<u>91.92</u>	<u>113.88</u>
TOTAL	331.87	614.93	892.58	1,135.86	1,405.09	1,740.75

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

EFFECTIVE JANUARY 1, 2002

EXHIBIT 4

PICK-UPS/WEEK> NUMBER CONTAINERS	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
1 GARBAGE CAN						
COLLECTION	3.49	5.30	7.69	8.90	10.09	11.30
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>0.95</u>	<u>1.08</u>	<u>1.25</u>	<u>1.33</u>	<u>1.42</u>	<u>1.50</u>
TOTAL	14.57	16.51	19.07	20.36	21.64	22.93
2 GARBAGE CANS						
COLLECTION	4.70	5.89	8.90	10.70	13.11	15.46
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>1.04</u>	<u>1.12</u>	<u>1.33</u>	<u>1.46</u>	<u>1.63</u>	<u>1.79</u>
TOTAL	15.87	17.14	20.36	22.29	24.87	27.38
3 GARBAGE CANS						
COLLECTION	5.89	6.51	10.09	12.50	16.12	19.62
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>1.12</u>	<u>1.16</u>	<u>1.42</u>	<u>1.58</u>	<u>1.84</u>	<u>2.08</u>
TOTAL	17.14	17.80	21.64	24.21	28.09	31.83
4 GARBAGE CANS						
COLLECTION	7.10	8.29	11.32	14.31	19.07	23.83
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>1.21</u>	<u>1.29</u>	<u>1.50</u>	<u>1.71</u>	<u>2.04</u>	<u>2.38</u>
TOTAL	18.44	19.71	22.95	26.15	31.24	36.34
5 GARBAGE CANS						
COLLECTION	8.30	9.88	12.49	16.12	22.10	28.65
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>1.29</u>	<u>1.40</u>	<u>1.58</u>	<u>1.84</u>	<u>2.26</u>	<u>2.71</u>
TOTAL	19.72	21.41	24.20	28.09	34.49	41.49
6 GARBAGE CANS						
COLLECTION	9.53	11.47	13.73	17.89	25.08	29.77
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>1.38</u>	<u>1.51</u>	<u>1.67</u>	<u>1.96</u>	<u>2.46</u>	<u>2.79</u>
TOTAL	21.04	23.11	25.53	29.98	37.67	42.69

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

EFFECTIVE JANUARY 1, 2002

**EXHIBIT 5
PAGE 1 OF 3**

PICK-UPS/WEEK> CONTAINER SIZE	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
2 CUBIC YARDS						
COLLECTION	24.17	47.06	69.88	89.96	110.01	132.20
DISPOSAL	39.21	78.42	117.63	156.84	196.05	235.26
FRANCHISE FEE	<u>6.34</u>	<u>12.55</u>	<u>18.75</u>	<u>24.68</u>	<u>30.61</u>	<u>36.75</u>
TOTAL	69.72	138.03	206.26	271.48	336.67	404.21
3 CUBIC YARDS						
COLLECTION	36.27	56.11	78.62	95.34	127.33	152.81
DISPOSAL	58.82	117.63	176.45	235.26	294.03	352.89
FRANCHISE FEE	<u>9.51</u>	<u>17.37</u>	<u>25.51</u>	<u>33.06</u>	<u>42.14</u>	<u>50.57</u>
TOTAL	104.60	191.11	280.58	363.66	463.50	556.27
4 CUBIC YARDS						
COLLECTION	47.06	65.15	84.58	101.30	133.17	159.79
DISPOSAL	78.42	156.84	235.26	313.68	392.11	470.53
FRANCHISE FEE	<u>12.55</u>	<u>22.20</u>	<u>31.98</u>	<u>41.50</u>	<u>52.53</u>	<u>63.03</u>
TOTAL	138.03	244.19	351.82	456.48	577.81	693.35
6 CUBIC YARDS						
COLLECTION	69.88	101.17	133.77	166.40	199.07	238.88
DISPOSAL	117.63	235.26	352.89	470.53	588.16	705.79
FRANCHISE FEE	<u>18.75</u>	<u>33.64</u>	<u>48.67</u>	<u>63.69</u>	<u>78.72</u>	<u>94.47</u>
TOTAL	206.26	370.07	535.33	700.62	865.95	1,039.14
8 CUBIC YARDS						
COLLECTION	92.71	137.17	180.20	221.86	266.33	360.45
DISPOSAL	156.84	313.68	470.53	627.37	784.21	941.05
FRANCHISE FEE	<u>24.96</u>	<u>45.09</u>	<u>65.07</u>	<u>84.92</u>	<u>105.05</u>	<u>130.15</u>
TOTAL	274.51	495.94	715.80	934.15	1,155.59	1,431.65
10 CUBIC YARDS						
COLLECTION	114.11	182.59	246.03	277.34	332.91	450.55
DISPOSAL	196.05	392.11	588.16	784.21	980.26	1,176.32
FRANCHISE FEE	<u>31.02</u>	<u>57.47</u>	<u>83.42</u>	<u>106.16</u>	<u>131.32</u>	<u>162.69</u>
TOTAL	341.18	632.17	917.61	1,167.71	1,444.49	1,789.56

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

EFFECTIVE JANUARY 1, 2002

**EXHIBIT 5
PAGE 2 OF 3**

COMMERCIAL CONTAINER EXTRA PICK-UP RATES

<u>SIZE CONTAINER</u>	<u>CHARGE</u>	<u>FRANCHISE</u>	<u>TOTAL</u>
2 CUBIC YARD	27.30	2.73	30.03
3 CUBIC YARD	40.98	4.10	45.08
4 CUBIC YARD	54.62	5.46	60.08
6 CUBIC YARD	81.94	8.19	90.13
8 CUBIC YARD	109.23	10.92	120.15
10 CUBIC YARD	136.53	13.65	150.18

ADDITIONAL CHARGES

CONTAINER ROLL OUT CHARGE	\$ 21.28 PER WEEKLY COLLECTION
CONTAINER DELIVERY CHARGE	\$ 29.72 PER CONTAINER
CONTAINER SWAP CHARGE	\$ 29.72 PER CONTAINER
SPECIAL COLLECTION CHARGE	\$ 13.08 PER YARD (2 YARD MINIMUM)

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

EFFECTIVE JANUARY 1, 2002

**EXHIBIT 5
PAGE 3 OF 3**

OPEN TOP ROLL-OFF AND COMPACTOR RATE SCHEDULE

DELIVERY CHARGES

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE	59.46	59.46	89.18	89.18

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

CONTAINER RENTAL

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE PER MO.	59.46	71.35	83.24	95.13

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

HAULING CHARGES

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE PER HAUL	142.68 + DISP. CHARGES	154.57 + DISP. CHARGES	175.37 + DISP. CHARGES	190.24 + DISP. CHARGES

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

ADDITIONAL CHARGES

RELOCATION CHARGES	59.46
WASH OUT CHARGE	89.18
TRIP CHARGE	59.46

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

EFFECTIVE JANUARY 1, 2002

EXHIBIT 6

PICK-UPS/WEEK> CONTAINER SIZE	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
2 CUBIC YARDS						
COLLECTION	55.05	101.19	147.32	193.46	239.59	285.73
DISPOSAL	156.84	313.68	470.53	627.37	784.21	941.05
FRANCHISE FEE	<u>21.19</u>	<u>41.49</u>	<u>61.79</u>	<u>82.08</u>	<u>102.38</u>	<u>122.68</u>
TOTAL	233.08	456.36	679.64	902.91	1,126.18	1,349.46
3 CUBIC YARDS						
COLLECTION	75.45	144.65	213.85	283.34	352.56	421.75
DISPOSAL	235.26	470.53	705.79	941.05	1,176.32	1,411.58
FRANCHISE FEE	<u>31.07</u>	<u>61.52</u>	<u>91.96</u>	<u>122.44</u>	<u>152.89</u>	<u>183.33</u>
TOTAL	341.78	676.70	1,011.60	1,346.83	1,681.77	2,016.66
4 CUBIC YARDS						
COLLECTION	86.03	171.77	257.79	343.53	429.55	515.29
DISPOSAL	313.68	627.37	941.05	1,254.74	1,568.42	1,882.11
FRANCHISE FEE	<u>39.97</u>	<u>79.91</u>	<u>119.88</u>	<u>159.83</u>	<u>199.80</u>	<u>239.74</u>
TOTAL	439.68	879.05	1,318.72	1,758.10	2,197.77	2,637.14
5 CUBIC YARDS						
COLLECTION	99.44	198.58	298.01	397.16	496.60	595.90
DISPOSAL	392.11	784.21	1,176.32	1,568.42	1,960.53	2,352.63
FRANCHISE FEE	<u>49.16</u>	<u>98.28</u>	<u>147.43</u>	<u>196.56</u>	<u>245.71</u>	<u>294.85</u>
TOTAL	540.71	1,081.07	1,621.76	2,162.14	2,702.84	3,243.38
6 CUBIC YARDS						
COLLECTION	112.84	225.39	338.24	450.80	563.64	676.48
DISPOSAL	470.53	941.05	1,411.58	1,882.11	2,352.63	2,823.16
FRANCHISE FEE	<u>58.34</u>	<u>116.64</u>	<u>174.98</u>	<u>233.29</u>	<u>291.63</u>	<u>349.96</u>
TOTAL	641.71	1,283.08	1,924.80	2,566.20	3,207.90	3,849.60
8 CUBIC YARDS						
COLLECTION	144.13	294.48	444.55	594.91	745.28	895.64
DISPOSAL	627.37	1,254.74	1,882.11	2,509.48	3,136.84	3,764.21
FRANCHISE FEE	<u>77.15</u>	<u>154.92</u>	<u>232.67</u>	<u>310.44</u>	<u>388.21</u>	<u>465.99</u>
TOTAL	848.65	1,704.14	2,559.33	3,414.83	4,270.33	5,125.84

* NOTE THAT RATES ARE BASED ON 4 TO 1 COMPACTION RATIO AND APPLY TO FRONT LOAD COMPACTORS ONLY.

EXHIBIT 7

CITY OF EUSTIS
DUE TO TOWN & COUNTRY
RESIDENTIAL REFUSE/RECYCLING
MONTHLY PAYMENT FORM
MONTH OF _____

Customer Accounts:

Curbside Residential Customers
Backyard Residential Customers

Total 0

Residential Remittance Due Town & Country:

Curbside Collection Charges

(\$6.73/ customer Sept. - May)

(\$8.74/ customer June - Aug.)

Active Curbside Customers 0

Total Curbside Collection Charges \$ -

Backyard Collection Charges

(\$11.48/ customer Sept. - May)

(\$13.49/ customer June - Aug.)

Active Backyard Collection Customers 0

Total Backyard Collection Charges \$ -

Residential Disposal Charges

(\$ 4.98/ residential customer)

Total Residential Customers 0

Total Residential Disposal Charges \$ -

Adjustments: Per attachment

Total Due Town & Country \$ -

Date:

Authorized:

Jim R. Myers, Jr., CMC, CGFM
Finance Director/City Clerk

Michael G. Stearman
City Manager

EXHIBIT 8

CITY OF EUSTIS
COMMERCIAL CONTAINER REFUSE
FRANCHISE FEE COLLECTION SUMMARY
MONTHLY PAYMENT FORM
MONTH OF _____

A. COMMERCIAL CUSTOMERS:

- 1. Number of Accounts _____
- 2. Total Cubic Yards Serviced _____
- 3. Total Collection Fees Collected _____
- 4. Total Disposal Fees Collected _____
- 5. Additional Fees & Charges Collected _____
- 6. Total Franchise Fees Collected(10% X A3 to A5) _____

B. RESIDENTIAL CUSTOMERS:

- 1. Number of Accounts _____
- 2. Number of Residential Living Units _____
- 3. Total Collection Fees Collected _____
- 4. Total Disposal Fees Collected _____
- 5. Additional Fees & Charges Collected _____
- 6. Total Franchise Fees Collected(7% X B3 to B5) _____

C. FRANCHISE FEE REMITTANCE:

- 1. Commercial Customers (from A6) _____
- 2. Residential Customers (from B6) _____

TOTAL FRANCHISE FEE DUE CITY OF EUSTIS _____

Date: _____

Authorized:

Chris Beck, Site Manager
Town & Country Refuse, Inc.

EXHIBIT 9



Town & Country Refuse, Inc.
A WASTE MANAGEMENT CO.
2136 Edgewood Rd.
Leesburg, FL 34748
(352) 787-4416
(352) 787-4478 Fax

**List of Current Equipment Utilized in
the City of Eustis Commercial and
Residential Collection Contract**

Date of Report: 10/23/01

Commercial Services

2000 Mack/Heil front-end loader

Residential Services

- 1999 Mack/Leach rear-end loader
- 1999 White/Heil rear-end loader
- 1996 Mack/Leach rear-end loader
- 2000 International/Hipco clamshell truck

Residential Recycling Services

2001 International/Labries Recycling Truck

Certified by: Doug McCoy-District Manager



EXHIBIT 10

TOWN & COUNTRY REFUSE, INC.
OPERATING COST STATEMENT
PERIOD FROM _____ TO _____

DESCRIPTION

Labor and Fringe Benefits	_____
Fuel	_____
Vehicle Replacement	_____
Maintenance	_____
All Other	_____
Total Cost	=====

Date: _____

Certified:

Chris Beck, Site Manager
Town & Country Refuse, Inc.

garbexh10



SERVICE AGREEMENT
NON HAZARDOUS WASTES

No. 0298691 Item 5.1

**WASTE MANAGEMENT
OF CENTRAL FLORIDA, INC.
TOWN & COUNTRY REFUSE, INC.**
A WASTE MANAGEMENT COMPANY

186 NW 68 AVENUE
OCALA, FL 34482
MARION (352) 854-0288 • LAKE (352) 787-4416
FAX (352) 854-2791 • CITRUS (800) 223-4825

CUSTOMER ACCOUNT NO. _____
REASON CODE _____
EFFECTIVE DATE _____

EXHIBIT 11

ACCOUNT NAME	CITY OF EUSTIS
SERVICE ADDRESS	VARIOUS FACILITIES OWNED BY CITY
CITY, ZIP	EUSTIS, FLORIDA 32726
COUNTY	LAKE
TEL. #	352-483-5464
FAX #	
CONTACT	

BILLING NAME	CITY OF EUSTIS
BILLING ADDRESS	C/O CITY Manager P O DRAWER 68
CITY, ZIP	EUSTIS, FLORIDA 32726
COUNTY	LAKE
TEL. #	352-483-5464
FAX #	
CONTACT	

EQUIPMENT/SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route No.	Charge(s)		
	2 THRU 3 CUBIC YARD FRONT END CONTAINERS								Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
									Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
	AS MAYBE AMENDED FROM TIME TO TIME								Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
									Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
Map Code / Driver Notes:										\$	Total	Month Lift <input type="checkbox"/>
									Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
									Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
									Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
NET CHANGE										\$		Month Lift <input type="checkbox"/>

SPECIAL INSTRUCTIONS Yearly Cost Of \$100.00 - This agreement shall run concurrent with city's agreement for Solid Waste Services. In the event of a termination of that agreement, this agreement shall terminate as well.

CUSTOMER DEPOSIT _____	RENEWABLE _____
	TERM _____
P.O. NUMBER _____	
JOB NUMBER _____	
RECEIPT REQUIRED? ___	
TAXABLE ___	BILL TO ACCT # _____
SIC ___	DISPOSAL SITE _____

SCHEDULE OF CHARGES

Service Charge per Month	\$ _____
Casters/Locks	\$ _____
Extra Pick-up Charges Per Lift	\$ _____
Per Yard	\$ _____
Per Ton	\$ _____
Hauling per Load	\$ _____
Disposal per Load	\$ _____
Total per Load	\$ _____
Delivery Charge	\$ _____
Scheduled Charge	\$ _____
Removal Charge	\$ _____

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER.

TERMS: NET 10 DAYS

CUSTOMER

(AUTHORIZED SIGNATURE)

(TITLE) (DATE)

NAME (PRINT OR TYPE) _____

8051-SR

CONTRACTOR

(AUTHORIZED SIGNATURE)

DISTRICT MGR

157

TERRITORY NUMBER

(DATE)

OFFICE

**FIRST ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL CONTRACT**

City of Eustis, Florida

This First Addendum to the Solid Waste and Recycling Collection Contract by and between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, (hereinafter referred to as "CONTRACTOR") and THE CITY OF EUSTIS, a Florida municipal corporation (hereinafter referred to as "CITY") is dated this 19th day of February, 2009.

WHEREAS, the City and Contractor entered into that certain Amended and Restated Solid Waste and Recycling Collection and Disposal Contract dated on or about January 1, 2002, whereby the Contractor would collect solid waste and recyclables within the corporate boundaries of the City (the "Contract"); and

WHEREAS, the parties desire to modify the Contract to render Roll-off Collection Service for construction and demolition debris non-exclusive to Contractor; and

WHEREAS, the Contract is ongoing and not in material breach by either party as of the date of this First Addendum.

IT IS NOW THEREFORE AGREED:

The Amended and Restated Solid Waste and Recycling Collection and Disposal Contract between the City of Eustis and Waste Management Inc. of Florida is modified as follows: (Capitalized terms have the meaning as set forth in the Contract. Additions are shown by underline; deletions by ~~strikethrough~~).

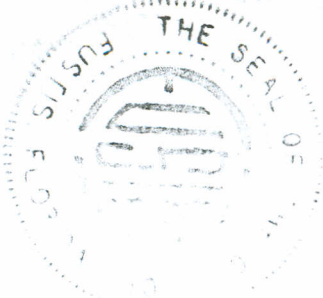
1. Section 3A is modified to read as follows:

A. Exclusive Franchise Granted. The Contractor is herein granted the exclusive franchise to provide Residential Solid Waste Collection Service, Curbside Residential Recycling Collection Service, and Commercial Solid Waste Collection Service ~~and Roll-off Collection Service~~ within the Service Area. Roll-off Collection Service shall not be exclusive to Contractor for Construction and Demolition Debris but shall be exclusive to Contractor for garbage and other waste materials not deemed to be Construction and Demolition Debris. Exempt Waste Collection and Commercial Recovered Materials Collection services shall not be exclusive to Contractor.

2. All other provisions of the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract shall remain in full force and effect and shall not be modified except as specifically provided herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract on the respective dates under each signature:

City of Eustis through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 19th day of February 2009, and its City Clerk duly authorized to execute same.



CITY COMMISSION OF THE CITY OF EUSTIS

[Signature]
Mayor-Commissioner

2/19/09
Date

ATTEST:

Judy Roberts
City Clerk

2/19/09
Date

CONTRACTOR:
WASTE MANAGEMENT INC. OF FLORIDA

By: [Signature]

Printed Name: K David McConnell

Its: Area Vice President

3-13-09
Date

ATTEST:

[Signature]
Printed Name: Charles D. Dees III

Its: Vice President

3-13-09
Date

RESOLUTION NO. 12-01

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING THE SECOND ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE THE SECOND ADDENDUM AS ATTACHED AND AUTHORIZING THE IMPLEMENTATION OF THE ALTERNATIVE RESIDENTIAL SOLID WASTE AND SINGLE STREAM RECYCLING PROGRAM; AUTHORIZING THE REFUSE RATE INDEX ADJUSTMENT FOR COMMERCIAL COLLECTION SERVICE; SAID APPROVALS TO EFFECTIVE UPON PASSAGE.

WHEREAS, the City Commission of the City of Eustis, Florida, did enter into an exclusive franchise agreement with Waste Management, Inc. of Florida, which began on January 1, 2002; and

WHEREAS, in accordance with the provision of that exclusive franchise agreement, Waste Management, Inc. of Florida, has provided services as required by that franchise agreement; and

WHEREAS, it has been suggested and mutually agreed by the City Commission of the City for Eustis and by Waste Management, Inc. of Florida to implement an alternative Residential Solid Waste and Residential Single Stream Recycling services and to amend the exclusive franchise agreement; and

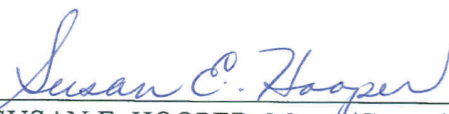
WHEREAS, it has been requested by Waste Management, Inc. of Florida and mutually agreed by the City Commission of the City for Eustis to adjust the Commercial Collection Service rates by the Refuse Rate Index established by Lake County in the amount of 6.14%; and

WHEREAS, The City Commission of the City of Eustis, Florida, has held a public hearing this date on both the Second Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract and the adjustment of the Commercial Collection Service rates by the Refuse Rate Index established by Lake County.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Eustis, Florida, hereby approves the Second Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract as attached hereto and authorizes the Mayor of the City of Eustis to execute said contract; and authorizes the adjustment of the Commercial Collection Service rates by the Refuse Rate Index established by Lake County, to be effective March 1, 2012. Said resolution becomes effective upon passage.

DONE AND RESOLVED this 19th day of January, 2012, in regular session of the City Commission of the City of Eustis, Florida.

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



SUSAN E. HOOPER, Mayor/Commissioner

Attest



MARY MONTEZ, CITY CLERK



SECOND ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL CONTRACT

City of Eustis, Florida

This Second Addendum to the Solid Waste and Recycling Collection Contract by and between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, (hereinafter referred to as "CONTRACTOR") and THE CITY OF EUSTIS, a Florida municipal corporation (hereinafter referred to as "CITY") is dated this 19th day of January 2012.

WHEREAS, the City and Contractor entered into that certain Amended and Restated Solid Waste and Recycling Collection and Disposal Contract dated on or about January 1, 2002, whereby the Contractor would collect solid waste and recyclables within the corporate boundaries of the City (the "Contract"); and

WHEREAS, the parties entered into that certain First Addendum to the Contract on February 19, 2009; and

WHEREAS, the parties desire to modify the Contract to provide (i) semi-automated residential curbside solid waste collection in rollout carts; (ii) residential curbside recycling collection in rollout carts; (iii) a recycling rewards program; (iv) and other modifications ; and

WHEREAS, the Contract is ongoing and not in material breach by either party as of the date of this Second Addendum.

IT IS NOW THEREFORE AGREED:

The Amended and Restated Solid Waste and Recycling Collection and Disposal Contract between the City of Eustis and Waste Management Inc. of Florida , as amended by the First Addendum to Contract dated February 19, 2009, is modified as follows: (Capitalized terms have the meaning as set forth in the Contract. Additions are shown by underline; deletions by ~~strikethrough~~).

1. The following definitions in Section 2 shall be changed as indicated:

(hh) Recycling Container. A rigid container made of plastic or other suitable substance provided and distributed by the Contractor for the storage and accumulation of commingled Recyclable Materials. Once Contractor distributes 64-gallon Rollout Carts for the collection of Recyclable Materials, residents shall utilize such carts for storage and accumulation of Recyclable Materials and the term Recycling Container shall mean such 64-gal. cart.

(jj) Residential Recyclable Materials. Those materials recovered from non-commercial sources which are capable of being recycled and which would otherwise be processed or disposed of as Residential Solid Waste. Recyclable Materials include those materials currently being collected: newspapers, mixed glass containers, arid aluminum beverage containers, steel containers, designated plastic containers, and such other materials as may be mutually agreed by Contractor defined by and the City from time to time. The Recyclable Materials generator must separate the Recyclable Materials from the ~~Residential or Commercial Solid Waste. Residential~~ Recyclable Materials will be collected in Single-Stream fashion.

(uu) Rollout Cart. A 64 or 96 gallon rollout cart made of heavy plastic with wheels and a hinged top capable of being collected in an automated or semi-automated manner. Residential Recyclable Materials collection shall be accomplished with a 64 gallon rollout cart. Residential Solid Waste collection shall be accomplished with a 96 or 64 gallon cart. Once rollout carts are delivered to residents by Contractor, Can Residential Solid Waste Collection Service shall be replaced with Rollout Cart Residential Solid Waste Collection Service.

(vv) Rollout Cart Residential Solid Waste Collection Service. The Collection of Residential Solid Waste from On-Service Dwelling Units in the Service Area whose Garbage is collected by means of a Rollout Cart. Rollout Cart Residential Solid Waste Collection Service shall replace Can Residential Solid Waste Collection Service once Contractor has delivered Rollout Carts to residents.

(ww) Single Stream. Single Stream shall mean the collection of Residential Curbside Recyclables in an unsorted fashion. The resident is not required to sort or separate the recyclables by type and will set out the Recyclable Materials in a Recyclable Materials Rollout Cart at the curb.

2. Section 3C is added as follows:

C. Contractor shall supply one 96-gallon Rollout Cart to each On-Service Dwelling Unit for utilization in Cart Residential Solid Waste Collection Service and one 64-gallon Rollout Cart to each On-Service Dwelling Unit for Residential Recyclable Materials Collection Service. Residents may opt for a 64-gallon Rollout Cart for Solid Waste Collection but such election shall not reduce the rate for such service. The City and Contractor shall mutually agree on an acceptable schedule for delivery of the Rollout Carts but it is intended that same shall be accomplished prior to June 1, 2012. All carts shall remain the property of Contractor. Contractor shall maintain the Rollout Carts and provide replacements for those carts damaged by the Contractor or worn by normal wear and tear. Carts damaged by customer abuse, or those lost or stolen shall be replaced by Contractor at the resident's cost and expense. Contractor shall notify the City in writing when replacement carts are provided. The City shall seek reimbursement from the customer for the actual cost of the replacement container. Contractor shall provide advanced notice to residents that Rollout Carts will be provided and must be used for storage and collection of Solid Waste and Recyclable Materials. The notice shall include details of the programs, changes in service and collection days and appropriate instructions for use of the Rollout Carts. Notice shall be by way of door hangers. Notification shall be at Contractor's cost and expense.

3. Section 4A1 and 2 are modified to read as follows:

A. Can Residential Solid Waste Collection Service and Cart Residential Solid Waste Collection Service. The Contractor shall provide Can Residential Solid Waste Collection Service to those On-Service Dwelling Units utilizing Garbage Cans for the accumulation and storage of Residential Solid Waste until such time as Rollout Carts are provided to On-Service Dwelling Units; at such time collections shall be only accomplished by use of Rollout Carts.

1. Conditions and Frequency of Service. All Residential Solid Waste shall be properly containerized in Garbage Cans (until such time as Rollout Carts are provided by Contractor), as appropriate, Bundled or otherwise prepared for Collection. Residential Garbage, Rubbish and Yard Trash Collection shall be collected once per week, except that garbage and rubbish shall be collected two (2) times per week until such time as Rollout Carts are provided by Contractor; at such time all collections shall be one time per week for all months of the year. In the event a regularly scheduled day falls on a holiday, the Collection shall occur on the next regularly scheduled work day. Collection of Residential Bulk Items shall occur within seventy two (72) hours of set out or notification by the customer excluding Sundays and holidays as set forth herein. It shall be the responsibility of Contractor to notify the customer of alternative holiday collection days. The customer shall not intentionally commingle Residential Bulk Items with Residential Garbage, Rubbish and Yard Trash. Collection of properly set out Residential Garbage shall be unlimited until such time as Rollout Carts are provided by Contractor. At such time all Residential Garbage shall be placed in the Rollout Cart. Contractor shall not be obligated to collect Residential Garbage unless it is placed in a Rollout Cart. Should there be more Residential Garbage than can be safely contained in the Rollout Cart, customers may use additional approved containers to place the excess Residential Garbage in for collections and it must be placed next to the Rollout Cart provided. Yard Trash shall not be commingled with Bulk Items, Residential Garbage or Rubbish.

2. Accessibility. All Residential Solid Waste shall be placed within three (3) feet of the curb, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and customer, that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location of the pick up. For Rollout Carts, the cart shall be placed in such an orientation that the automated or semi-automated collection vehicle may access the cart and collect the waste therein in a safe and efficient manner.

4. Section 5A and 5A1 are modified to read as follows:

A. Curbside Residential Recycling Collection Service. The Contractor shall provide unlimited Curbside Residential Recycling Collection Service for those materials set forth in Exhibit 12 to all On-Service Dwelling Units in the Service Area subscribing to Can Residential Solid Waste Collection Service or Cart Residential Solid Waste Collection Service.

1. Conditions and Frequency of Service. At such time as Rollout Carts are distributed, the Contractor shall Collect Recyclable Materials set forth in Exhibit 12, in Single Stream fashion (without sorting by the resident or the Contractor) with as little disturbance as possible and shall leave the Recycling Container at the same point it was Collected without obstructing roadways, driveways, sidewalks or mail boxes. To be eligible for pick-up, Recyclable Materials must be put in a Recycling Container and placed at the usual accessible pick-up location for Residential Solid Waste. Until such time as Rollout Carts are distributed for Recyclable Materials collection, the Contractor shall be responsible for sorting each component of Recyclable Materials, and Contractor shall delivering the Recyclable Materials to as appropriate a permitted processing facility of its choice. The Contractor shall not intentionally commingle Recyclable Materials with other Residential Solid Waste. Curbside Residential Recycling Collection Service shall be provided once every week on a scheduled route basis which coincides with ~~one of the~~ a regularly scheduled Residential Solid Waste Collection days. In the event the regularly scheduled day falls on a holiday, the Collection shall occur within forty eight (48) hours before or after the regularly scheduled day. It shall be the responsibility of the Contractor to notify the customer of the alternative holiday Collection day. The Contractor shall be required to provide occasional special recycling programs for the Collection of telephone books and Christmas trees.

5. Sections 5B and 5C are modified as follows;

B. Collection Requirements. To be eligible for Collection, Recyclable Materials must be placed in the Recyclable Container and must not be commingled with other solid waste. In the event the Recyclable Materials are erroneously or inadvertently mixed with other solid waste, the Contractor shall, ~~if possible,~~ may elect to separate the solid waste from the Recyclable Materials or collect same as found. ~~The Recyclable Materials shall then be Collected and the solid waste shall be left in the Recyclable Container along with a notice of why the solid waste was not Collected.~~ In the event the Recyclable Materials and solid waste are commingled to the extent that they cannot be easily separated by the Contractor or the nature of the solid waste renders the entire Recycling Container contaminated, the entire Recycling Container and all contents thereof shall be left at the curbside by the Contractor along with a notice of why the Recycling Container was not Collected in the form of an adhesive tag.

C. Residential Recyclable Materials. ~~Until notified by City to the contrary,~~ The ownership of all Residential Recyclable Materials collected by the Contractor shall immediately vest with the Contractor upon possession by the Contractor. During such time as ownership of the Recyclable Materials vests with the Contractor, delivery and proper disposition of such Recyclable Materials at an appropriate recycling facility shall be the responsibility of the Contractor. During this time, the Contractor shall be entitled to all revenues generated from the disposition of the Recyclable Materials and they shall also be responsible for all charges associated with said disposition. All responsibilities for the safe and proper delivery of the

Recyclable Materials to the ~~Designated Facility~~ recycling facility selected by Contractor shall be with the Contractor. Upon agreement of the Contractor and the City, the City reserves the right to parties may add or subtract types of Recyclable Materials to be Collected. Should markets for specific Recyclable Materials be unavailable or should the marketing of same be financially disadvantageous, the parties shall meet and determine an appropriate modification of Exhibit 12. Contractor will provide separate collection and disposal of household batteries.

6. Section 5G is added as follows:

G. Contractor shall arrange for On-Service Dwelling Units to participate in a recycling rewards program for a period of two years without cost to the City or participants.

7. Section 6 C 1 is modified to add the following:

1. The parties shall conduct an audit at a mutually agreed time frame but not earlier than one year after the inception of the collection of Residential Solid Waste in Contractor provided Rollout Carts. The audit shall determine if the Residential Unit disposal tons per year have decreased from the 1.14 tons of Garbage/Rubbish and .21 tons of Yard Waste. In the event the Residential Unit disposal tons have decreased, the parties shall enter into negotiations to determine an appropriate disposal rate on a go-forward basis.

8. Section 6 E 2 is added as follows:

2. Contractor agrees that the RRI adjustment scheduled to take effect January 1, 2012, for Residential Solid Waste Collection Service has been waived and relinquished. It is understood that the RRI for Commercial Collection Service will take place as scheduled on January 1, 2012. RRI adjustment for Residential Solid Waste Collection Service shall resume and be effective on January 1, 2014. The rates that would be effective once the alternative residential service has been implemented and the Commercial Collection Service rate scheduled for January 1, 2012 will be effective March 1, 2012 and are attached as "Attachment A".

9. Section 11 D is added as follows:

D. Contractor represents that it is in the process of obtaining collection vehicles that run on compressed natural gas (CNG). As such trucks become available to Contractor at the Contractor's facility that services the City, Contractor will endeavor to utilize such CNG trucks for collection of the City's solid waste. At such time CNG trucks are put into service for the City, the parties shall meet and negotiate in good faith appropriate changes to the RRI and associated adjustment language in Section 6 E 1.

10. All other provisions of the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract shall remain in full force and effect and shall not be modified except as specifically provided herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract on the respective dates under each signature:

City of Eustis through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 19th day of January 2012, and City Clerk duly authorized to execute same.

CITY COMMISSION OF THE CITY OF EUSTIS

Susan E. Hooper
SUSAN E. HOOPER, Mayor-Commissioner

1-19-12
Date

ATTEST:

Mary Montez
MARY MONTEZ, City Clerk

1/19/12
Date



CONTRACTOR:
WASTE MANAGEMENT INC. OF FLORIDA

By: RDM

Printed Name RDM'Connell

Its: Area Vice President

January 13, 2012
Date

ATTEST:

Amy Boyson
Printed Name: Amy Boyson

Its: Community Affairs Manager

January 13, 2012
Date

RESOLUTION NO. 14-92

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING THE THIRD ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL CONTRACT WITH WASTE MANAGEMENT, INC.; AUTHORIZING THE MAYOR TO EXECUTE THE THIRD ADDENDUM AS ATTACHED; AUTHORIZING THE COMBINING OF RESIDENTIAL SOLID WASTE AND RESIDENTIAL YARD WASTE SERVICE INTO A SINGLE PICK-UP; ELIMINATING PARTICIPATION IN THE RECYCLEBANK PROGRAM; AND AUTHORIZING THE REFUSE RATE INDEX ADJUSTMENT OF 2.34% FOR ADDITIONAL CHARGES FOR RESIDENTIAL SERVICE AND COMMERCIAL COLLECTION SERVICE; SAID APPROVALS TO BE EFFECTIVE JANUARY 1, 2015.

WHEREAS, the City Commission of the City of Eustis, Florida, entered into an exclusive franchise agreement with Waste Management, Inc. of Florida, which began on January 1, 2002; and

WHEREAS, in accordance with the provision of that exclusive franchise agreement, Waste Management, Inc. of Florida, has provided services as required; and

WHEREAS, the City Commission of the City for Eustis and Waste Management, Inc. of Florida have mutually agreed to combine the separate Residential Solid Waste and Residential Yard Trash services into one weekly pick-up and to amend the exclusive franchise agreement accordingly; and

WHEREAS, the City Commission of the City for Eustis and Waste Management, Inc. of Florida have mutually agreed to discontinue participation in the Recyclebank program in the City of Eustis; and

WHEREAS, Waste Management, Inc. of Florida and the City Commission of the City for Eustis have mutually agreed to adjust the Additional Charges related to Residential Service and the Commercial Collection Service rates by the Refuse Rate Index established by the City of Eustis in the amount of 2.34%; and

WHEREAS, The City Commission of the City of Eustis, Florida, has held a public hearing this date on both the Third Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract and the adjustment of the specified rates by the Refuse Rate Index of 2.34%.

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

1. That the Third Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract with Waste Management, Inc., as attached hereto, is hereby approved; and
2. That the Mayor of the City of Eustis is hereby authorized to execute said contract; and
3. That City Commission hereby authorizes combining the separate residential solid waste and yard trash pick-up into one weekly pick-up based on the rate schedule attached to this resolution; and
4. That the City hereby discontinues participation in the Recyclebank program; and

- 5. That the Additional Charges on Exhibit 2 and the Commercial Collection Service rates included on Exhibits 3 thru 6 attached, are hereby approved based on the Refuse Rate Index adjustment of 2.34%; and
- 6. That the revised rates based on the rate schedule attached to this resolution are hereby approved; and
- 7. That this resolution and the terms of the agreement shall become effective January 1, 2015.

DONE AND RESOLVED this 4th day of December, 2014, in regular session of the City Commission of the City of Eustis, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Linda Durham Bob

Linda Durham Bob
Mayor/Commissioner

ATTEST

Mary C. Montez
Mary C. Montez
City Clerk



CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 4th day of December, 2014, by Linda Durham Bob, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.



Serita Hill
Notary Public- State of Florida

CITY ATTORNEY'S OFFICE

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

12/4/2014
Date

Derek A. Schroth
Derek A. Schroth
City Attorney

CERTIFICATE OF POSTING

The foregoing Resolution 14-92 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 Senior Service Center, all within the corporate limits of the City of Eustis, Lake County, Florida.

12/4/2014
Date

Mary C. Montez
Mary C. Montez
City Clerk

THIRD ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL CONTRACT

City of Eustis, Florida

This Third Addendum to the Solid Waste and Recycling Collection Contract by and between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, (hereinafter referred to as "CONTRACTOR") and THE CITY OF EUSTIS, a Florida municipal corporation (hereinafter referred to as "CITY") is dated this _____ day of _____ 2014.

WHEREAS, the City and Contractor entered into that certain Amended and Restated Solid Waste and Recycling Collection and Disposal Contract dated on or about January 1, 2002, whereby the Contractor would collect solid waste and recyclables within the corporate boundaries of the City (the "Contract"); and

WHEREAS, the parties entered into that certain First Addendum to the Contract on February 19, 2009; and

WHEREAS, parties entered into that certain Second Addendum to the Contract on January 19, 2012; and

WHEREAS, the parties desire to modify the Contract to (i) eliminate the separate collection of yard waste and allow yard waste to be commingled with solid waste; and (ii) provide for negotiated rates for services; and

WHEREAS, the Contract is ongoing and not in material breach by either party as of the date of this Second Addendum.

IT IS NOW THEREFORE AGREED:

The Amended and Restated Solid Waste and Recycling Collection and Disposal Contract between the City of Eustis and Waste Management Inc. of Florida, as amended by the First Addendum to Contract dated February 19, 2009, and Second Addendum to Contract dated January 19, 2012, is modified as follows: (Capitalized terms have the meaning as set forth in the Contract. Additions are shown by underline; deletions by ~~strikethrough~~).

1. Section 4A1 is deleted and replaced as follows:

A. Can Residential Solid Waste Collection Service and Cart Residential Solid Waste Collection Service. The Contractor shall provide Can Residential Solid Waste Collection Service to those On-Service Dwelling Units utilizing Garbage Cans for the accumulation and storage of Residential Solid Waste until such time as Rollout Carts are provided to On-Service Dwelling Units; at such time collections shall be only accomplished by use of Rollout Carts.

1. Conditions and Frequency of Service. All Residential Solid Waste shall be properly containerized in Rollout Carts provided by Contractor, as appropriate, Bundled or otherwise prepared for Collection. Residential Garbage, Rubbish and Yard Trash Collection shall be collected once per week.. In the event a regularly scheduled day falls on a holiday, the Collection shall occur on the next regularly scheduled work day. Collection of Residential Bulk Items shall occur within seventy two (72) hours of set out or notification by the customer excluding Sundays and holidays as set forth herein. It shall be the responsibility of Contractor to notify the customer of alternative holiday collection days. Should there be more Residential Garbage than can be safely contained in the Rollout Cart, customers may use additional approved containers to place the excess Residential Garbage in for collections and it must be placed next to the Rollout Cart provided.

2. Exhibits 2 through 6 are deleted and replaced with new Exhibits 2 through 6 containing the newly applicable rates and charges.

3. All other provisions of the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract shall remain in full force and effect and shall not be modified except as specifically provided herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract on the respective dates under each signature:

City of Eustis through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 4th day of December 2014, and Linda Durham Bob duly authorized to execute same.

CITY COMMISSION OF THE CITY OF EUSTIS

Linda Durham Bob
Mayor-Commissioner

December 4, 2014
Date



ATTEST:

Mary C. Montez
MARY MONTEZ, City Clerk

12/4/2014
Date

CONTRACTOR:
WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Printed Name _____

Its: _____

Date

ATTEST:

Printed Name: _____

Its: _____

Date

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.

12/4/2014
Date

Derek A. Schroth
Derek A. Schroth, City Attorney

FOURTH ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL CONTRACT

City of Eustis, Florida

This Fourth Addendum to the Solid Waste and Recycling Collection Contract by and between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, (hereinafter referred to as "CONTRACTOR") and THE CITY OF EUSTIS, a Florida municipal corporation (hereinafter referred to as "CITY") is dated this 7th day of December 2017.

WHEREAS, the City and Contractor entered into that certain Amended and Restated Solid Waste and Recycling Collection and Disposal Contract dated on or about January 1, 2002, whereby the Contractor would collect solid waste and recyclables within the corporate boundaries of the City (the "Contract"); and

WHEREAS, the parties entered into that certain First Addendum to the Contract on February 19, 2009; and

WHEREAS, parties entered into that certain Second Addendum to the Contract on January 19, 2012; and

WHEREAS, the parties entered into that certain Third Addendum to the Contract on or about December 4, 2014; and

WHEREAS, the parties desire to modify the Contract (i) to utilize the Waste & Trash Collection (G&T) CPI (BLS CUSR0000SEHG02) for calculation of annual rate adjustments in place of the Refuse Rate Index and (ii) make the calculation based on the percentage change from September to September; and

WHEREAS, the Contract is ongoing and not in material breach by either party as of the date of this Fourth Addendum.

IT IS NOW THEREFORE AGREED:

The Amended and Restated Solid Waste and Recycling Collection and Disposal Contract between the City of Eustis and Waste Management Inc. of Florida, as amended by the First Addendum to Contract dated February 19, 2009, Second Addendum to Contract dated January 19, 2012, and Third Amendment dated December 4, 2014, is modified as follows: (Capitalized terms have the meaning as set forth in the Contract. Additions are shown by underline; deletions by ~~strikethrough~~).

1. Section 6E1 is modified to read as follows:

E. Adjustments to Other Costs.

1. ~~Refuse Rate Index (RRI)~~ . Garbage and Trash Index (CPI). Beginning no later than ~~September 1, 2002~~, October 31, 2017, and annually thereafter, the

CONTRACTOR may, subject to compliance with all provisions of this Section, request an annual adjustment in the Collection and other non-disposal portions of the Curbside Residential Recycling Collection Service rate, the Residential Solid Waste Collection Service rates and the Commercial Solid Waste Collection rates as set forth in the appropriate Exhibits attached hereto.

~~At the start of the second year of the Contract, and every year thereafter, Effective January 1 of each contract year, the rates set forth on Exhibits attached hereto, may be increased or decreased by the percentage change in the Refuse Rate Index (RRI), which Lake County has last established for CONTRACTOR, Waste & Trash Collection CPI (BLS CUSR0000SEHG02) (referred to as the "Garbage & Trash Index") from the base month, which shall be April September of the prior year, through April September of the current year. The CITY shall use the same formula and method to determine the RRI as is used by Lake County at the time of the award of this franchise or as may be amended by Lake County. In the event Lake County does not continue to establish an RRI for CONTRACTOR, then in such event, CITY shall establish the RRI for CONTRACTOR. The CITY and CONTRACTOR agree, however, that should the September Garbage & Trash Index be unavailable by October 15 of any year, CONTRACTOR may utilize the August Garbage & Trash Index for submission on or before the October 31 deadline below.~~

~~On or before September 1st October 31 of each year the CONTRACTOR shall deliver to the CITY a printout of the Garbage & Trash Index (August or September, as the case may be) and in the format as set forth in Exhibit 10 new Exhibits 2 through 6, and as may be further revised by the CITY from time to time, financial information for the specific services performed under this Contract. If the CONTRACTOR fails to submit the financial information in the required format prior to October 31, it is agreed that the CONTRACTOR waives the right to the CPI rate adjustment for that year. Failure to provide the financial information does not preclude the CITY from applying the CPI using the prior year's financial data if that application would result in a decrease in the Collection and other non-disposal rates.~~

If the failure to submit the information is the result of the extraordinary or unusual circumstances as demonstrated by the CONTRACTOR, the CITY may consider the request for the annual RRI Garbage & Trash CPI rate adjustment. Upon approval of an RRI adjustment, the CITY shall notice the CONTRACTOR of the RRI adjustment to the appropriate rate and cost schedules.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract on the respective dates under each signature:

City of Eustis through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 9th day of December 2017, and duly authorized to execute same.

CITY COMMISSION OF THE CITY OF EUSTIS

Robert R. Morin, Jr.
Robert R. Morin, Jr., Mayor/Commissioner

12/19/2017
Date

ATTEST:

Mary C. Montez
Mary C. Montez, City Clerk

12/19/2017
Date



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.

12/12/17
Date

Derek A. Schroth
Derek A. Schroth, City Attorney

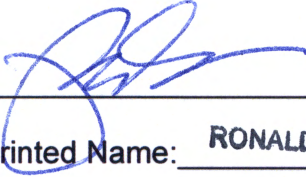
CONTRACTOR:
WASTE MANAGEMENT INC. OF FLORIDA

By: [Signature]
Printed Name TIMOTHY B. HAWKINS, PRES.

Its: President

12-11-17
Date

ATTEST:



Printed Name: RONALD M. KAPLAN, ASST. SEC.

Its: Assistant Secretary

12-11-17
Date

RESOLUTION NO. 19-58

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING AND RESTATING THE CITY'S CONTRACT WITH WASTE MANAGEMENT INC. OF FLORIDA, MODIFYING COLLECTION SCHEDULES TO ACCOMMODATE HOLIDAYS.

This Fifth Addendum to the Solid Waste and Recycling Collection Contract by and between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, (hereinafter referred to as "CONTRACTOR") and THE CITY OF EUSTIS, a Florida municipal corporation (hereinafter referred to as "CITY") is dated this 20th day of June 2019.

WHEREAS, the City and Contractor entered into an Amended and Restated Solid Waste and Recycling Collection and Disposal Contract dated on or about January 1, 2002, whereby the Contractor would collect solid waste and recyclables within the corporate boundaries of the City (the "Contract"); and

WHEREAS, the parties entered into the First Addendum to the Contract on February 19, 2009; and

WHEREAS, parties entered into the Second Addendum to the Contract on January 19, 2012; and

WHEREAS, the parties entered into the Third Addendum to the Contract on or about December 4, 2014; and

WHEREAS, the parties entered into the Fourth Addendum to the Contract on or about December 7, 2017; and

WHEREAS, the parties desire to modify the Contract to require collection services to occur in the same week as an observed holiday; and

WHEREAS, the Contract is ongoing and not in material breach by either party as of the date of this Fifth Addendum.

IT IS NOW THEREFORE AGREED:

The Amended and Restated Solid Waste and Recycling Collection and Disposal Contract between the City of Eustis and Waste Management Inc. of Florida , as amended by the First Addendum to Contract dated February 19, 2009, Second Addendum to Contract dated January 19, 2012, Third Addendum to Contract dated December 4, 2014, Fourth Addendum to Contract dated December 7, 2017, and Fifth Addendum to Contract is modified as follows: (Capitalized terms have the meaning as set forth in the Contract. Additions are shown by underline; deletions by ~~strikethrough~~).

1. Section 8 HOLIDAYS is modified to read as follows:

The CONTRACTOR shall not be required to provide Residential Solid Waste Collection Services, or Curbside Residential Recycling Collection Services or maintain office hours on Thanksgiving, Christmas, or New Year's Day, Memorial Day, the 4th of July, and Labor Day.

Residential Solid Waste (Garbage, Rubbish, Recycling or Yard Trash) which is scheduled for pick-up but which is not collected on the holidays shall be collected on the next scheduled work day. ~~Recyclable Materials which are scheduled for pick-up but which are not collected on the holidays shall be collected forty-eight (48) hours before or after the holiday, as determined by the CONTRACTOR.~~ Collection service regularly scheduled for that workday will be serviced the following workday through the end of the week. Example: If a holiday falls on a Wednesday, regular Wednesday collection will be performed on Thursday, regular Thursday collection will be performed on Friday and regular Friday collection will be performed on Saturday. The CONTRACTOR shall notify the residents at least two (2) ~~weeks~~ in advance of the holiday schedule.

2. This Fifth Addendum shall be effective July 1, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Lake County, Florida, does hereby approve the Fifth Addendum to the Contract by and between Waste Management Inc. of Florida and the City reflecting a change of collection services due to holiday schedules.

DONE AND RESOLVED, this 20th day of June 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:

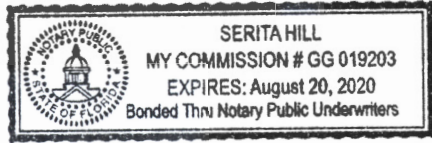
Mary C. Montez
City Clerk



CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

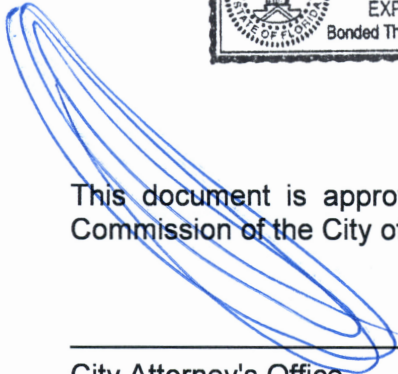
The foregoing instrument was acknowledged before me this 21st day of June 2019, by Michael L. Holland., Mayor, and Mary C. Montez, City Clerk, who are personally known to me.



Serita Hill
Notary Public - State of Florida
My Commission Expires: Aug 20, 2020
Notary Serial No: GG019203

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

6/20/19

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-58 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

Mary C. Montez, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: DECEMBER 12, 2024
 RE: ORDINANCE NUMBER 24-39: SECOND READING
 AMENDING CHAPTER 2, ARTICLE VI – PROCUREMENT PROCEDURES

Introduction

All City Departments experience the need to purchase items between \$50,000 and \$100,000. We would propose to change the ordinance to help expedite purchases under \$100,000, allowing the City Manager to have the latitude to take advantage of purchases that need to be completed in a timely manner. The funds have previously been approved during the budgeting process and the departments, along with the Purchasing Dept., have performed their due diligence prior to the City Manager authorizing the purchase. We would also propose increasing the small purchasing threshold from \$2,000 to \$5,000. This would help expedite the procurement of small purchases and free up staff time to devote to the larger procurements.

Recommended Action

Approve Ordinance 24-39 to accommodate authorization of the City Manager for purchases between \$50,000 and \$100,000, and to increase the small purchasing threshold from \$2,000 to \$5,000 and to amend the City Manager's approval authority as recommended below:

“THE CITY COMMISSION MAY AUTHORIZE THE WAIVER OF PROCUREMENT PROCEDURES UPON THE RECOMMENDATION OF THE CITY MANAGER, OR DESIGNEE, WHEN IT IS IN THE CITY'S BEST INTEREST TO DO SO TO OBTAIN GOODS AND SERVICES WHICH CANNOT BE ACQUIRED THROUGH THE NORMAL PURCHASING PROCESS DUE TO INSUFFICIENT TIME. THE NATURE OF THE GOODS OR SERVICES, OR OTHER FACTORS, UNDER THE CIRCUMSTANCES AND ONLY AFTER A GOOD FAITH REVIEW OF ALL AVAILABLE SOURCES AND NEGOTIATION AS TO PRICE, DELIVERY AND TERMS OF SAID GOOD OR SERVICE. THE FORMAL APPROVAL FOR THE PRE-APPROVED GOOD OR SERVICE WILL BE BROUGHT BEFORE THE COMMISSION AS SOON AS POSSIBLE.”

Background

Section 2-337 item (c) would be modified to have the written quotation process expanded to allow the City Manager to approve the purchase amount from \$50,000 to \$100,000, provided the purchase was previously included in the budgeting process. Section 2-337 would also be modified to increase the small purchasing threshold from \$2,000 to \$5,000. (See Attachment 1)

Section 2-340 Emergency Procurement would modify the ordinance to allow the City Manager to approve emergency purchases up to \$100,000. (See Attachment 1)

Section 2-342 Award of Contract item (c) (1, 3 & 4 & 5) would modify the ordinance to mirror the \$5,000 and the \$100,000 change and to amend the City Manager's approval authority. (See Attachment 1)

Section 2-343 would be modified to allow the City Manager to resolve contract disputes up to \$100,000.00 (See Attachment 1)

Section 2-344 items (a, c d & f) would be modified to incorporate the new large procurement threshold of \$100,00 and the small procurement threshold of \$5,000. (See Attachment 1)

Budget and Staff Impact

There is no budget impact associated with changing the ordinance in Chapter 2 Article VI Section 2-237 through 2-238.

Attachments:

Strike-through of proposed changes

Ordinance 24-39 and Exhibit A - Chapter 2 Article VI, Division 2 Procurement Procedures

Reviewed By:

Lori Carr, Finance Director

Prepared By:

Tracy Jeanes, Purchasing Director & Contracts Manager

**City of Eustis
Attachment 1**

Proposed Changes to Chapter 2 Article VI Sec 2-337 and Section 2-342

Sec. 2-337. - Procurement thresholds.

(a) *Small purchases* Total value of ~~\$2,000.00~~ \$5,000.00 or less. Department directors shall be responsible and accountable for such procurements made under this authority, maintaining justification and documentation on each procurement in accordance with city regulations.

The city manager is authorized to extend this delegation of authority to department directors above the small purchase threshold if he/she deems necessary, as long as all purchasing rules, regulations and procedures have been followed.

(b) *Informal invitation process.* All procurements of commodities, services and construction with a total value between ~~\$2,000.01~~ \$5,000.01 and \$10,000.00 may be made by informal quotation, soliciting price quotations, with evidence of quotes, from a minimum of three vendors, excluding purchases made from state contract, other governmental cooperative bids and emergency purchases.

(c) *Written quotation process.* When the total estimated value is between \$10,000.01 and ~~\$50,000.00~~ \$100,000.00, all commodities, services and construction shall be procured obtaining three written quotations wherever possible, excluding exempt purchases, which include those made from state contracts, other governmental cooperative bids and emergency purchases. The city manager is authorized to approve the purchase of goods and services in the amount of ~~\$50,000.00~~ \$100,000.00 or less, unless otherwise prohibited by law.

(d) *Formal invitation process.* Except as otherwise provided in this division, when the total estimated cost exceeds ~~\$50,000.00~~ \$100,000.00, all commodities, services and construction shall be procured through a formal advertised sealed bid or request for proposal process, excluding exempt purchases, which include those made from state contracts, other governmental cooperative bids and emergency purchases. Public notice shall be given a reasonable time prior to the closing date and time specified in the invitation to bid. Bids shall be publicly opened and read aloud. Bids received after the advertised time and date of official opening shall not be considered for award.

Sec. 2-340. Emergency procurement.

Notwithstanding any other provision of this division, the City Manager may make emergency purchases that temporarily exceed a department's budget appropriations when it is absolutely necessary and in the best interest of the City. In cases where the emergency purchase exceeds ~~\$50,000.00~~ \$100,000.00, it will be reported immediately to each City Commissioner and a budget amendment shall be submitted for approval at the next regularly scheduled commission meeting.

Sec. 2-342. Award of contracts.

(a) *Reservation.* The city reserves the right to accept or reject any and all offers and/or to make award to the best value bidder who meets the requirements and criteria set forth in the invitation and whose award will, in the opinion of the city, be in the best interest of and most advantageous to the city.

(b) *Tie bids.* On bids where 2 or more bidders submit the same bid, the City shall give preference to the local vendor with the closest physical address to Eustis City Hall who maintains written policies for a drug-free workplace. If after preference is given each tied bidder still has equal standing, the City may choose either bidder in its sole and absolute discretion by any legal means.

(c) *Award thresholds.* All contracts shall be awarded providing the best value to the City in accordance with the following:

- (1) If the total value of a contract is ~~\$2,000.00~~ \$5,000.00 or less, the contract may be awarded by the department director.
- (2) Awards for capital equipment approved in the budget that come in under the budget amount may be awarded by the finance director or designee.
- (3) If the total value of a contract is less than ~~\$50,000~~ \$100,000.00, the contract may be awarded by the city manager, finance director or designee.
- (4) Any contract with a total value of ~~\$50,000.00~~ \$100,000.00 or greater shall be awarded by the city commission, or the commission may delegate to the city manager the authority to award the contract.
- (5) The City Commission may authorize the waiver of procurement procedures upon the recommendation of the City Manager, or designee, when it is in the City's best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors, under the circumstances and only after a good faith review of all available sources and negotiation as to price, delivery and terms of said good or service. The formal approval for the pre-approved good or service will be brought before the Commission as soon as possible.

Sec. 2-343. Contract disputes

The City Manager or the Finance Director, or designee may resolve contract disputes with the concurrence of the city attorney where the monetary value does not exceed ~~\$50,000.00~~ \$100,000.00. Contract disputes over ~~\$50,000.00~~ \$100,000.00 shall require approval of the City Commission.

Sec.2-344. Contract change orders

- (a) The department director may approve change orders on procurements where the total of the expenditure including the change order does not exceed ~~\$2,000.00~~ \$5,000.00.

- (b) A contract change order that changes only the period of performance of the contract and does not increase the cost to the city may be approved by the Finance Director or designee.
- (c) The City Manager and the Finance Director or designee shall have the authority to approve all contract change orders where the total of the contract including all previous change orders does not exceed ~~\$50,000.00~~ \$100,000.00.
- (d) For contracts in excess of ~~\$50,000.00~~ \$100,000.00, the City Manager shall have the authority to approve all change orders where the total of the contract change order does not exceed, either solely or cumulatively, 25 percent of the original purchase amount where funds are available, unless the change order exceeds ~~\$50,000.00~~ \$100,000.00.
- (e) The Finance Director or designee shall have the authority to approve a contract change order for any contract where the final cost is less than the awarded amount.
- (f) Change orders over ~~\$50,000.00~~ \$100,000.00 and any change orders requiring appropriation of funds from contingency shall require City Commission approval.

ORDINANCE NUMBER 24-39

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; DELETING AND REPLACING, IN ITS ENTIRETY, CHAPTER 2, ARTICLE VI, DIVISION 2 PROCUREMENT PROCEDURES OF THE CODE OF ORDINANCES FOR THE CITY OF EUSTIS; REPEALING ANY AND ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; CODIFICATION; AN EFFECTIVE DATE; AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Eustis has not updated its procurement policies in several years and modifications are warranted; and

WHEREAS, the City Commission finds it in the best interest of the City requiring all commodities, services, and construction that exceed \$100,000 to be brought to Commission for approval; and

WHEREAS, the City Commission finds it in the best interest of the City to modify the small and large procurement thresholds and amend the City Manager's approval authority; and

WHEREAS, the City Commission finds it in the best interest of the City to amend its procurement policies.

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

Section 1. Chapter 2, Article VI, Division 2 of the Code of Ordinances for the City of Eustis is deleted in its entirety and replaced with Exhibit "A" attached hereto.

Section 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. The City Commission of the City of Eustis intends that the provisions of this Ordinance shall become and be made part of the City of Eustis Code of Ordinances and that the sections of this Ordinance may be re-numbered or re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other appropriate word or phrase to accomplish such intentions.

Section 5. This Ordinance shall become effective immediately upon passing.

Section 6. This Ordinance shall be published in accordance with the requirements of law.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Lake County, Florida, this 12th day of December 2024.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 12th day of December 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-39 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A**ARTICLE VI. PURCHASES AND CONTRACTS***

***Cross References: Any ordinance approving, authorizing or otherwise relating to any contract, agreement, lease, deed or other instrument saved from repeal, § 1-9(5); financial matters, § 2-161 et seq.**

DIVISION 1. GENERALLY
Secs. 2-311--2-330. Reserved.

DIVISION 2. PROCUREMENT PROCEDURES*

*Editor's note: The sections of this division are derived from former section 2-311 and were renumbered as set forth herein during the 2006 republication of this Code.

Sec. 2-331. Authority.

The provisions of this division are based upon the authority granted to the City Commission in F.S. Chapter 125 and the Charter of the City of Eustis, as amended, April, 1994. (Code 1999, § 2-31 I (a)(1); Ord. No. 02-74, § 1(a)(1), 10-3-2002)

Sec. 2-332. Requirement of good faith.

The provisions of this division require all parties involved in the development, performance, or administration of purchasing to act in good faith. (Code 1999, § 2-31 I (a)(2); Ord. No. 02-74, § 1(a)(2), 10-3-2002)

Sec. 2-333. Supplementary general principles of law applicable.

The city shall comply with all applicable federal and state laws. The principles of law and equity, including the Uniform Commercial Code of this state, laws relative to ethics, laws relative to contract, agency, fraud, misrepresentation, duress, or bankruptcy shall supplement the provisions of this division.

Sec. 2-334. Application.

The provisions of this division shall apply to every purchase/procurement by the city and the departments under the control of the city, regardless of the fund source, including state and federal assistance monies, except as otherwise specified in this division. (Code 1999, § 2-31 I (a)(4); Ord. No. 02-74, § 1(a)(4), 10-3-2002)

Sec. 2-335. Organization.

(a) *Purchasing division.* Purchases for requirements and operation of city departments shall be made via departmental requisition or other method that might be approved by the purchasing policies and procedures authorized under this division. The purchasing division, under the supervision of the Finance Director, shall be the agency through which the city will conduct and/or monitor all of its procurement and contracting for all supplies, material, equipment, contractual services, professional and consultant services, construction and/or combination of goods and services. Each field purchase order, requisition or other purchasing method authorized by the purchasing policies and procedures, shall be signed by the director of the requesting department and shall be properly budgeted prior to procurement.

(b) *Principal officer.* Subject to the provisions of this division, the Finance Director shall be responsible for the direction of the purchasing division, who shall be appointed by and under the direction of the City Manager in accordance with the city's Charter, rules and regulations.

(c) *Duties of Finance Director.* In addition to any other powers and duties conferred by this division, the Finance Director under the direction of the City Manager, shall:

- (1) Propose the appropriate policies and procedures for the implementation of these rules and establish the appropriate internal controls necessary that will allow the safeguard to city resources.
- (2) Provide operational support to users in accomplishing their respective missions, goals and objectives with respect to the purchase of goods and services;
- (3) Oversee the procurement function for the city;
- (4) See that the procurement process is conducted in an open, competitive, fair and ethical manner;
- (5) Have the authority to waive irregularities;
- (6) Have the authority to debar a business or vendor from receiving any business from the city for a stated period of time for cause or violation of any other applicable laws, rules or regulations;
- (7) Have the authority to resolve protests;
- (8) Have the authority to resolve contract and breach of contract disputes per limitations of section 2-343;
- (9) Have the authority to require deposits, bonds or other security with bids to ensure the awarded bidder will, in fact, enter into a contract with the city and within the stipulated time;
- (10) Have the authority to require payment, performance, material and maintenance bonds and/or other types of surety or guaranty agreements from a contractor to protect the interests of the city;
- (11) Have the authority to join with other units of government in a cooperative procurement venture when the best interest of the city would be served;
- (12) Have the authority to contract to provide procurement or procurement related services to other governmental entities and collect fees for such services.

(d) *Delegation of authority.* The Finance Director, with the consent of the City Manager, may delegate rights, power and authority to any designee, provided such designee shall comply with all applicable laws, rules and procedures established by the city. The Finance Director shall be responsible for the action of designees. (Code 1999, § 2-31 I (b); Ord. No. 02-74, § II, 10-3-2002)

Sec. 2-336. Written procedures.

The City Manager and the Finance Director are hereby authorized to adopt and maintain such written policies and procedures as may be necessary for the implementation of this section. Such regulations shall become effective when approved in writing by the City Manager. Copies of the policies and procedures shall be on file in the city clerk's office and the Finance Director's office and shall be made available for public inspection during normal business hours.

(Code 1999, § 2-31 I (c); Ord. No. 02-74, § III, 10-3-2002)

Sec. 2-337. Procurement thresholds.

(a) *Small purchases* Total Value of \$5,000.00 or less. Department directors shall be responsible and accountable for such procurements made under this authority, maintaining justification and documentation on each procurement in accordance with city regulations.

The City Manager is authorized to extend this delegation of authority to department directors above the Small Purchases threshold if he/she deems necessary, as long as all purchasing rules, regulations and procedures have been followed.

(b) *Informal invitation process.* All procurements of commodities, services and construction with a total value between \$5,000.01 and \$10,000.00 may be made by informal quotation, soliciting price quotations, with evidence of quotes, from a minimum of three vendors, excluding purchases made from state contract, other governmental cooperative bids and emergency purchases.

(c) *Written quotation process.* When the total estimated value is between \$10,000.01 and \$100,000.00, all commodities, services and construction shall be procured obtaining three written quotations wherever possible, excluding exempt purchases, which include those made from state contracts, other governmental cooperative bids and emergency purchases. The City Manager is authorized to approve the purchase of goods and services in the amount of \$100,000.00 or less, unless otherwise prohibited by law.

(d) *Formal invitation process.* Except as otherwise provided in this division, when the total estimated cost exceeds \$100,000.00, all commodities, services and construction shall be procured through a formal advertised sealed bid or request for proposal process, excluding exempt purchases, which include those made from state contracts, other governmental cooperative bids and emergency purchases. Public notice shall be given a reasonable time prior to the closing date and time specified in the invitation to bid. Bids shall be publicly opened and read aloud. Bids received after the advertised time and date of official opening shall not be considered for award.

(Code 1999, § 2-31 I (d); Ord. No. 02-74, § IV, 10-3-2002)

Sec. 2-338. Exempt procurements.

The following types of procurements may be made without observing the formal invitation process, provided that justification and documentation are maintained on each procurement in accordance with city written procurement rules and regulations.

- (1) Sole source is defined as:
 - a. A Commodity or service available from only one supplier; or
 - b. A commodity where compatibility of equipment, accessories, replacement parts permit only one reasonable source of supply.
- (2) A commodity or service available from an established state contract, PRIDE or GSA or

another governmental agency contract;

- (3) Public utility services including but not limited to electric, cable, internet and telephone;
 - (4) Legal services, including attorney, expert witness, arbitrator or mediator services;
 - (5) The procurement of real property;
 - (6) Dues or membership in trade or professional associations, printed copyright material, periodicals, postage, seminars, tuition, registration and training;
 - (7) Used equipment;
 - (8) Recurring expenses that are time sensitive in nature: pension, utility, fuel, purchasing card, insurance payments, etc.
 - (9) Monthly, quarterly, or annual note payments made on a previously approved debt;
 - (10) Previously approved payments on continuing contracts including but not limited to refuse/recycling, engineering, architectural and other consulting for non-specific services;
 - (11) On line or physical bidding for equipment.
- (Code 1999, § 2-311 (e), Ord. No. 02-74 § V, 10-3-2002)

Sec. 2-339. Professional services.

The procurement of professional services and design build projects as defined by F.S. ch. 287.055 shall be conducted in accordance with F.S. ch. 287.055 or as otherwise required by state law.

(Code 1999, § 2-311(f); Ord. No. 02-74, § VI, 10-3-2002)

Sec. 2-340. Emergency procurement.

Notwithstanding any other provision of this division, the City Manager may make emergency purchases that temporarily exceed a department's budget appropriations when it is absolutely necessary and in the best interest of the City. In cases where the emergency purchase exceeds \$100,000, it will be reported immediately to each City Commissioner and a budget amendment shall be submitted for approval at the next regularly scheduled commission meeting.

This section also applies when a Declaration of Emergency as provided for in Florida Statutes Chapter 252 is in effect. The City Manager, or his designee, has authority to expend funds as may be required under the emergency situation. This includes the ability to expend or encumber those funds identified as Emergency Reserves.

(Code 1999, § 2-311 (g); Ord. No. 02-74, § VII, 10-3-2002)

Sec. 2-341. Negotiation with bidders.

When the best offer in response to an invitation exceeds available funds, the Finance Director, or designee, may negotiate with the lowest bidder(s) to reduce the scope of work, to provide value engineering or eliminate items specified in the invitation in order to bring the offer within the amount of available funds. In the event no response is received to an invitation, the Finance Director, or designee, may negotiate with any vendor that can provide the commodity, service or construction. The award of the contract shall be in accordance with section 2-342.

(Code 1999, § 2-311 (h); Ord. No. 02-74, § VIII, 10-3-2002)

Sec. 2-342. Award of contracts.

(a) *Reservation.* The city reserves the right to accept or reject any and all offers and/or to make award to the best value bidder who meets the requirements and criteria set forth in the invitation and whose award will, in the opinion of the city, be in the best interest of and most advantageous to the city.

(b) *Tie bids.* On bids where 2 or more bidders submit the same bid, the City shall give preference to the local vendor with the closest physical address to Eustis City Hall who maintains written policies for a drug-free workplace. If after preference is given, each tied bidder still has equal standing, the City may choose either bidder in its sole and absolute discretion by any legal means.

(c) *Award thresholds.* All contracts shall be awarded providing the best value to the city in accordance with the following:

- (1) If the total value of a contract is \$5,000.00 or less, the contract may be awarded by the Department Director.
- (2) Awards for capital equipment approved in the budget that come in under the budget amount may be awarded by the Finance Director or designee.
- (3) If the total value of a contract is less than \$100,000.00, the contract may be awarded by the City Manager, Finance Director or designee.
- (4) Any contract with a total value of \$100,000.00 or greater shall be awarded by the City Commission, or the commission may delegate to the City Manager the authority to award the contract.
- (5) The City Commission may authorize the waiver of procurement procedures upon the recommendation of the City Manager, or designee, when it is in the City's best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors, under the circumstances and only after a good faith review of all available sources and negotiation as to price, delivery and terms of said good or service. The formal approval for the pre-approved good or service will be brought before the Commission as soon as possible. (Code 1999, § 2-31 I (i); Ord. No. 02-74, § IX, 10-3-2002)

Sec. 2-343. Contract disputes.

The City Manager or the Finance Director, or designee may resolve contract disputes with the concurrence of the city attorney where the monetary value does not exceed \$100,000.00. Contract disputes over \$100,000.00 shall require approval of the City Commission. (Code 1999, § 2-31 I (j); Ord. No. 02-74, § X, 10-3-2002)

Sec. 2-344. Contract change orders.

- (a) The department director may approve change orders on procurements where the total of the expenditure including the change order does not exceed \$5,000.00.
- (b) A contract change order that changes only the period of performance of the contract and does not increase the cost to the city may be approved by the Finance Director or designee.
- (c) The City Manager and the Finance Director or designee shall have the authority to approve all contract change orders where the total of the contract including all previous change orders does not exceed \$100,000.00.
- (d) For contracts in excess of \$100,000.00, the City Manager shall have the authority to approve all change orders where the total of the contract change order does not exceed, either

solely or cumulatively, 25 percent of the original purchase amount where funds are available, unless the change order exceeds \$100,000.00.

(e) The Finance Director or designee shall have the authority to approve a contract change order for any contract where the final cost is less than the awarded amount.

(f) Change orders over \$100,000.00 and any change orders requiring appropriation of funds from contingency shall require City Commission approval.
(Code 1999, § 2-311 (k); Ord. No. 02-74, § XI, 10-3-2002)

Sec. 2-345 Performance Incentives.

When there is a benefit to be derived by the City to have contracted services and projects completed before the contracted deadline, performance incentives may be used.

Sec. 2- 346. Unauthorized procurements.

Except as provided in this division, it shall be unlawful for any city officer or employee to procure any commodity or service or to make any contract within the purview of this division other than through the established policies and procedures. Any contract made contrary to the provisions herein shall not be approved and the city shall not be bound thereby.
(Code 1999, § 2-311(1); Ord. No. 02-74, § XII, 10-3-2002)

Sec. 2- 347. Conflicts of interest.

Neither the Finance Director nor any member of the purchasing staff, nor any other employee of the city engaged in the procurement of goods and/or services for the city shall have a financial interest or any personal beneficial interest, directly or indirectly, in any purchase or contract for any supplies, materials, equipment or services used by or furnished to the city. Such conflict of interest may include, but not be limited to, an individual ownership in whole or in part of a firm seeking to contract with the city.
(Code 1999, § 2-311 (m); Ord. No. 02-74, § XIII, 10-3-2002)

Sec. 2- 348. Equal opportunity.

The city shall use its best efforts to ensure that minority businesses shall have an equitable opportunity to participate in the city's procurement process and that no business shall be excluded from participation in, denied benefits of, or otherwise discriminated against in connection with the award and performance of any contracts with the city on the grounds of race, creed, color, national origin, gender or physical impairment.
(Code 1999, § 2-311 (n); Ord. No. 02-74, § XIV, 10-3-2002)

Sec. 2-348. Performance Incentives.

The Purchasing Department may implement performance incentives for projects which are completed prior to a specified deadline if in the City's best interests.

Sec. 2-349. Bid Protests.

(a) Any actual or prospective bidder/proposer who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending an award of a contract may protest to the City Manager.

(b) Posting. The Purchasing Department shall post the formal award on the departmental website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) Requirements to Protest.

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract exceeding \$50,000 or any contract for the procurement of professional services or design build projects, as defined by F.S. ch. 287.055 a formal written protest must be filed no later than 5 :00 p.m. on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the City when the City Manager receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) Sole remedy. These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means.

(e) Authority to Resolve. The City Manager or his designee, with the assistance of the City Attorney, shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(f) Review of decision.

(1) The protesting party may request a review of the City Manager's or his designee's decision by the City Commission by delivering a written request for review of the decision to the City Manager by 5:00p.m. on the fifth business day after the date of the written decision and by tendering a \$500.00 review fee to the City. The written notice shall include any written or physical materials, objects, statements and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) Should the City Commission determine that the solicitation or award is in violation of law or the regulations or internal procedures of the purchasing department, the City Manager shall immediately cancel or revise the solicitation or award as deemed appropriate.

(3) Should the City Commission determine that the solicitation or award should be upheld, the decision shall be final and conclusive pursuant to Florida law.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: December 12, 2024

RE: Waste Collection Services Discussion

Introduction:

Staff would like to recommend proceeding with contract negotiations with Waste Management for Waste Collection Services pending a presentation to the City Commission on the Waste To Energy program, which is the proposed method of service delivery by Waste Management.

Background:

The City recently issued a Request for Proposal for Waste Collection Services. We received proposals from three firms, Coastal Waste & Recycling, Waste Management and Waste Pro. Each firm submitted a proposal based on the criteria outlined in the RFP and Waste Management also submitted an alternate proposal for Waste To Energy, which was allowed through the addenda process. An Evaluation Committee was formed to select the proposal which best met all of the criteria outlined in the RFP. The Committee members were Tom Carrino, Miranda Burrowes, Mike Shepherd, Rick Gierok, Nichole Jenkins and Mari Leisen.

The first meeting of the Evaluation Committee was a review of all proposals received. Each member participated in a lengthy discussion of each proposal and the pros and cons thereof. Once all proposals were reviewed, a ranking was established as follows:

- #1 Waste Management Alternate Proposal (Waste To Energy)
- #2 Waste Pro
- #3 Tie between Coastal and Waste Management (Base Bid)

The Committee decided to bring all three firms back for oral presentations and a question and answer session. During the presentations, each firm presented a PowerPoint program that outlined how they would provide waste collection services to the City of Eustis. During and following the presentations, Committee members asked questions of the presenters.

At the end of the oral presentations, each Evaluation Committee member, except for Mike Shepherd (who was on vacation), ranked the firms again and the results were as follows:

- #1 Waste Management Alternate Proposal (Waste to Energy)
- #2 Waste Pro

#3 Coastal

#4 Waste Management (Base Bid)

Recommendation:

The staff recommendation is to award the waste collection services to Waste Management, via their Alternate Proposal for Waste To Energy.

Representatives from Waste Management and ReWorld will present an overview of the Waste To Energy program to the Commission.

Staff is requesting direction on how to proceed.

Prepared By:

Tracy Jeanes, Purchasing Director & Contracts Manager

Reviewed By:

Tom Carrino, City Manager