



# AGENDA

## City Commission Special Meeting

6:00 PM – Thursday, October 12, 2023 – City Hall

---

### CALL TO ORDER

### ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

#### 1. RESOLUTION

- 1.1 Resolution Number 23-98: Settlement of Pending Litigation Concerning Sharps Mobile Home Park

#### 2. OTHER BUSINESS

#### 3. ADJOURNMENT

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

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

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

**RESOLUTION NUMBER 23-98**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY FLORIDA, APPROVING A COMPLIANCE AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF EUSTIS AND 44 SHARPS CIRCLE, LLC; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, 44 Sharps Circle, LLC (“Sharps”) is the owner of property located at 44 Sharps Circle Eustis, Florida, Parcel ID 11-19-26-0200-061-00000, Alt. Key 1717361 (the “Property”).

**WHEREAS**, there are four City code enforcement liens on the Property which have not been satisfied by Sharps and which are the subject of the Compliance and Settlement Agreement (the “Agreement”) between the City of the Eustis and Sharps:

<u>Code Matter</u>	<u>Referred to As</u>
21-00785	Lot 3 Case
22-00041	Lot 26 Case
22-00528	Power Pole Case
22-00532	Roadway Case

**WHEREAS**, on October 26, 2022, the City filed a code enforcement foreclosure suit for the Lot 3 Case, Lake County Case No. 2022-CA-1971. The suit is currently pending.

**WHEREAS**, the City has authorized the filing of foreclosures for the Lot 26 Case, the Power Pole Case, and the Roadway Case; however, the filings have not yet occurred.

**WHEREAS**, the Parties share the goal of Sharps providing and maintaining a safe living environment for its residents, as well as compliance with City code and regulations.

**WHEREAS**, to avoid the expense and time of litigation and to ensure compliance with City codes and regulations, the Parties have agreed to attempt to resolve and settle the dispute on the terms and conditions set forth in the attached Agreement.

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

Section 1. The Compliance and Settlement Agreement between the City of Eustis and 44 Sharps LLC, attached as Exhibit A, is hereby approved;

Section 2. The City Manager is hereby authorized to monitor compliance and resolve extension requests as he deems appropriate; and



**CERTIFICATE OF POSTING**

The foregoing Resolution Number 23-98 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

---

Christine Halloran, City Clerk

**COMPLIANCE AND SETTLEMENT AGREEMENT**

THIS COMPLIANCE AND SETTLEMENT AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of October, 2023 by and between 44 Sharps Circle, LLC, a Florida limited liability company (“**Sharps**”) and the City of Eustis, a Florida municipal corporation (the “**City**”) (collectively, the “**Parties**”).

**RECITALS**

**WHEREAS**, Sharps is the owner of property located at 44 Sharps Circle, Eustis, Florida, Parcel ID 11-19-26-0200-061-00000, Alt. Key 1717361 (the “**Property**”).

**WHEREAS**, there are four City code enforcement liens on the Property which have not been satisfied by Sharps and which are the subject of this Agreement.

**WHEREAS**, the first lien involved Lot 3 in code enforcement matter 21-00785 (“**Lot 3 Case**”). A copy of the Lot 3 Case lien is attached as **Exhibit “A.”** On October 26, 2022, the City filed a Complaint to Foreclose Code Enforcement Lien, Lake County Case 2022-CA-1971 (the “**Foreclosure Lawsuit**”). The City determined compliance occurred on November 3, 2022, resulting in a total fine amount of \$73,500.00, exclusive of attorneys’ fees and costs. The Foreclosure Lawsuit remains pending.

**WHEREAS**, the second lien involved Lot 26 in code enforcement matter 22-00041 (“**Lot 26 Case**”). A copy of the Lot 26 Case lien is attached as **Exhibit “B.”** The City determined compliance occurred on November 14, 2022, resulting in a total fine amount of \$143,865.00. The City has authorized foreclosure of this lien.

**WHEREAS**, the third lien involved a life safety violation for an unsafe power pole in code enforcement matter 22-00528 (the “**Power Pole Case**”). A copy of the Power Pole Case lien is attached as **Exhibit “C.”** The City determined compliance occurred on September 27, 2022, resulting in a total fine amount of \$18,000.00. The City has authorized foreclosure of this lien.

**WHEREAS**, the fourth lien essentially involves failure to maintain the roadways and sidewalks free from hazardous conditions in code enforcement matter 22-00532 (the “**Roadway Case**”). A copy of the Roadway Case lien is attached as **Exhibit “D.”** The City has determined this is a repeat violation carrying a daily fine of \$500.00 beginning July 5, 2022. The City has determined Sharps has not come into compliance to date. The City has authorized foreclosure of this lien. As of October 5, 2023, the fine amount was \$228,500.00 with daily fines continuing to accrue at the aforementioned rate.

**WHEREAS**, among other things, Sharps disputes the dates the City determined compliance for the Lot 3 Case, the Lot 26 Case, and the Power Pole Case. Further, among other things, Sharps disputes the finding of a repeat violation and continued finding of noncompliance by the City in the Roadway Case.

**WHEREAS**, the Parties share the goal of Sharps providing and maintaining a safe living environment for the residents, as well as compliance with City code and regulations.

**WHEREAS**, to avoid the expense and time of litigation and to ensure compliance with City codes and regulations, the Parties have agreed to resolve and settle the dispute on the terms and conditions set forth in this Agreement.

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Roadway Repaving**. Sharps agrees to come into compliance with the Roadway Case as follows:
  - a. **Scope of Work**: Sharps shall mill and repave all roadways on the Property, including the concrete road on the Property, in a manner consistent with the scope of work provided in **Exhibit “E.”**
  - b. **Contractor Qualification and Selection**. Sharps shall hire and have all roadway work required in this Agreement performed by a Florida-licensed contractor. Sharps must select a contractor for the roadway work within thirty (30) days of the Effective Date of this Agreement.
  - c. **City Review of Contractor**. At least ten (10) days prior to the start of any roadway repaving required in this Agreement by the contractor, Sharps must provide the City Manager and the City Attorney with its contractor information and a copy of the contract showing the scope of work. The City must inform Sharps within seven (7) days of Sharps' notification if there are any objections to the chosen contractor or issues with the scope of work included in the contract. Sharps shall make prompt correction of identified issues.
  - d. **No City Permit Required**. The City has represented it does not require a permit for Sharps to begin and complete the work.
  - e. **Time for Completion**. Sharps shall work diligently to complete the roadway work within one-hundred eighty (180) days of the Effective Date of this Agreement.
  - f. **Extensions**. Reasonable extensions may be granted by the City for verifiable issues arising outside of Sharps' control. Delays resulting from infrastructure issues not mandated by the City and delays resulting from non-payment to its contractor/vendors will not qualify for extensions. If the City makes any demands that cause a delay in the roadway completion time, the City must grant Sharps an extension.
  - g. **Project Timeline Notification**. Prior to the contractor's commencement of work, Sharps shall designate an on-site liaison to notify the City of the proposed timeline for the work. The purpose of this notification is to provide the City with an opportunity to be present at the jobsite while the work is being done. Sharps shall provide the City

with at least twenty-four (24) hours advance notice of the work to be performed if the work is occurring on a weekday. However, if work is being performed on a weekend or holiday, Sharps shall provide at least seventy-two (72) hours' notice to the City. The City shall notify Sharps' liaison of its intention to be present so as not to interrupt or delay the progression of the work. The initial notice for this provision shall be given to the City Manager and City Attorney.

The presence of City personnel at the site during completion of work does not constitute a waiver of the City's rights to enforce its penalties for non-compliance under this Agreement.

- h. Monthly Progress Reports. Sharps shall provide monthly progress reports of how it is progressing toward compliance with this Agreement. The reports shall be sent to the City Manager and City Attorney. The first report shall be due within thirty (30) days of the Effective Date of this Agreement, and every subsequent report due on that same day each month thereafter as long as this Agreement is in place.
  - i. Roadway Completion. Sharps shall notify the City once the roadway work is completed. Prior to requesting an inspection, Sharps shall provide the City with written and signed confirmation from the contractor that all roadway repaving has been completed in accordance with the contract's scope of work. The City shall inspect the roadway repaving completion within thirty (30) days of notification. The time for Sharps to make the required repairs under this subsection shall be tolled between the day Sharps requests the inspection and the day the City performs the inspection and notifies Sharps of the results of the inspection.
3. Correction of Additional Safety Items. Sharps agrees to repair the areas in **Exhibit "F."** The photos in **Exhibit "F"** were taken by the City to highlight additional areas in the park that require correction as per the City. Sharps shall repair all non-roadway related repairs within thirty (30) days of the Effective Date of this Agreement and shall notify the City Manager and City Attorney once the repair has been completed. The City shall inspect its completion within thirty (30) days of notification. For the avoidance of doubt, **Exhibit "F"** identifies which repairs are non-roadway or roadway related and the repairs to be undertaken in those areas by Sharps. Should the City determine that the repairs are inadequate, the City shall identify the deficiency and the repair needed to correct such deficiency and provide ten (10) additional days to Sharps to make said repairs. The time for Sharps to make the required repairs under this subsection shall be tolled between the day Sharps requests the inspection and the day the City performs the inspection and notifies Sharps of the results of the inspection.
4. Initial Lien Payment. Sharps shall pay the City the sum of twenty-five thousand dollars (\$25,000.00) toward the total lien amount due to the City within thirty (30) days of the Effective Date of this Agreement.
5. Remaining Lien Payment. Sharps shall pay the City the sum of eighty-thousand dollars (\$80,000.00) within one-hundred eighty (180) days of the Effective Date of this

Agreement or forty-five (45) days from completion of the Roadway Repaving, whichever is later.

6. Resident Amenity Area. Sharps agrees to install an outdoor amenity area for residents with at least two (2) picnic tables and a grill or BBQ pit.

### The City

7. Foreclosure Lawsuit. The Parties agree to stay the Foreclosure Lawsuit pending the completion of the terms of this Agreement. The City shall file this Agreement with the Court. The Parties stipulate to entry of an order approving this Agreement. Within thirty (30) days of Sharps' full compliance with the terms of this Agreement, the City agrees to dismiss the Foreclosure Lawsuit with prejudice with each party bearing its own attorneys' fees and costs. The parties acknowledge there is another party to the suit, Massey Roofing, currently holding a construction lien against Sharps. Sharps shall indemnify the City for any attorneys' fees and costs sought by Massey Roofing for the dismissal of this action.
8. Code Enforcement Liens. The City agrees to reduce the total fines owed by Sharps to \$105,000.00 and file a Release of Lien in the Lot 3 Case, Lot 26 Case, Roadway Case, and Power Pole Case within thirty (30) days of Sharps' full compliance with the terms of this Agreement.
9. Default. If Sharps defaults under this Agreement, the Agreement shall be considered null and void. Further, all fines shall revert to their original amount including any fines that would have accrued while this Agreement was in place. Any payments made by Sharps to the City toward the liens referenced in this Agreement shall be credited to the amount found to be due to the City by the Court. Sharps agrees it shall not object to amendment of the Complaint in the Foreclosure Lawsuit to include any of the liens referenced in this Agreement.
10. Non-Compliance Cure Notices. Prior to being found in default, the City shall provide written notice to Sharps of the violation. The cure notice shall provide Sharps ten (10) days to remedy the violation before declaring Sharps is in default. The City shall provide Sharps with no less than two (2) cure notices. The City is under no obligation to provide additional cure notices.
11. Notices. The Parties hereby represent to the Court that notices may be sent to the addresses below. Email notices shall suffice for notices required in this Agreement.

**Plaintiff:** City of Eustis  
 c/o Sasha O. Garcia, Esq.  
 Bowen|Schroth  
 600 Jennings Avenue  
 Eustis, FL 32726  
[sgarcia@bowenschroth.com](mailto:sgarcia@bowenschroth.com) (City Attorney)  
[carrinot@eustis.org](mailto:carrinot@eustis.org) (City Manager)



**Defendant:** 44 Sharps Circle, LLC  
Hansel Rodriguez  
153 E. Flagler St. # 1460  
Miami, FL 33130  
[hansel@coaremhc.com](mailto:hansel@coaremhc.com)

**With a copy to:**

Jessica M. Icerman, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2100  
Tampa, FL 33602  
[jicerman@stearnsweaver.com](mailto:jicerman@stearnsweaver.com)

12. Authority. The Parties, individually and respectively, represent and warrant they possess full authority to enter into this Agreement. Each Party further represents and warrants that no third party has now acquired or will acquire rights to present or pursue any claims arising from or based upon the claims that have been released herein.
13. Full Compliance Mutual Release. Upon full compliance all Parties shall be deemed to have released each other from all claims, actions and causes of action which were asserted or may have been asserted in the foreclosure complaint filed in Lake County Case No. 2022-CA-1971.
14. Entire Agreement. The Parties represent and agree that no promise, inducement, or agreement other than as expressed herein has been made to them and that this Agreement is fully integrated, supersedes all prior agreements and understandings, and any other agreement between the Parties, and contains the entire agreement between the Parties.
15. Persons Bound. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, assigns, beneficiaries, and successors-in-interest.
16. Governing Law and Jurisdiction. The laws of the State of Florida shall apply to and control any interpretation, construction, performance, or enforcement of this Agreement. The Parties agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and all Parties hereby waive any challenge to personal jurisdiction or venue in that court.
17. Advice of Counsel. The parties each acknowledge that they have entered into this Agreement voluntarily and with full knowledge and understanding of its terms. Each party further represents that they have sought guidance or advice from counsel of their choosing, or have knowingly and voluntarily waived such right, and the Parties have read and fully understand the terms of this Agreement and voluntarily agree to be bound hereby.

18. Voluntary and Informed Consent. The Parties, individually and respectively, represent and agree (1) they have read and fully understand this Agreement, (2) they are fully competent to enter into this Agreement, (3) they are executing this Agreement voluntarily and free of any undue influence, duress, or coercion, (4) they have had the advice of independent counsel or waived such right, and (5) they have not relied upon the advice of counsel for the other Party in entering into this Agreement.
19. Construction. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Party.
20. Modification. No oral agreement, statement, promise, undertaking, understanding, arrangement, act or omission of any Party, occurring subsequent to the date hereof may be deemed an amendment or modification of this Agreement unless reduced to writing and signed by the Parties hereto or their respective successors or assigns.
21. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Facsimile or digital signatures shall be accepted the same as an original signature. A photocopy of this Agreement may be used in any action brought to enforce or construe this Agreement.
22. Effective Date. The Effective Date of this Agreement shall be the date the last party executes same.
23. No Waiver. No failure to exercise and no delay in exercising any right, power or remedy under this Agreement shall impair any right, power or remedy which any Party may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any Party be deemed a waiver of any default or breach subsequently arising.
24. Number and Headings. Whenever applicable within this Agreement, the singular shall include the plural and the plural shall include the singular. The headings in this Agreement are used solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.
25. Non-Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, this Agreement is of no further effect, and none of the remaining provisions of this Agreement are subsequently enforceable against any party to this Agreement.
26. No Third-Party Beneficiaries. This Agreement is not intended to benefit any third parties and no third parties shall have enforcement rights to this Agreement.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement this \_\_\_\_\_ day of October, 2023.

**CITY OF EUSTIS**

\_\_\_\_\_  
Michael Holland, Mayor

Approved as to form:

\_\_\_\_\_  
Sasha Garcia, City Attorney

**44 SHARPS CIRCLE, LLC**

44 Sharps Circle, LLC,  
a Florida limited liability company

\_\_\_\_\_  
Hansel Rodriguez, Principal

**EXHIBIT A**

RETURN TO:  
City Clerk  
City of Eustis  
P. O. Drawer 68  
Eustis, FL 32727

**CODE ENFORCEMENT BOARD**

**CITY OF EUSTIS**

**STATE OF FLORIDA**



**CASE NO. 21-00785**

**IN THE MATTER OF: 44 SHARPS CIRCLE LLC**

**ORDER IMPOSING FINE / LIEN**

This matter was heard by the Code Enforcement Board on February 14, 2022 at a Certification of Fine / Lien Hearing based on a prior Order entered in this matter by the Board during a regularly scheduled hearing held on December 13, 2021.

At the December 13, 2021 Hearing, the Board took evidence and testimony under oath from the City and gave opportunity to 44 Sharps Circle LLC to give evidence and testimony under oath.

Based on the testimony given under oath and relevant evidence presented at the December 13, 2021 Hearing, the Board issued a Finding of Fact and Conclusion of Law and thereupon issued an oral Order, which was reduced to writing and furnished to 44 Sharps Circle LLC.

Said Order required 44 Sharps Circle LLC to take certain corrective action by January 12, 2022, as more specifically set forth in that Order.

An Affidavit of Non-Compliance, bearing the re-inspection date of January 13, 2022 has been filed with the Board by the Code Inspector, which Affidavit certifies under oath that the required corrective action was not taken as ordered.

Accordingly, it having been brought to the Board's attention that 44 Sharps Circle LLC has not complied with the order dated December 13, 2021. It is hereby ORDERED that 44 Sharps Circle LLC pay to the City of Eustis a fine in the amount of \$250 per day after January 12, 2022 for each and every day the violation(s) exist(s) and continue to exist at SEE EXHIBIT A (3 SHARPS CIRCLE) Parcel ID 11-19-26-0200-061-00000, Eustis, FL described as:

Mobile Home has not been maintained in accordance with the City's Housing Code (International Property Maintenance Code) and is unsafe and unfit for human occupancy.

The City Clerk is hereby ordered to record a certified copy of this Order Imposing Fine / Lien and said Fine shall constitute a Lien against the land on which the violation exists and upon any other real or personal property owned by the violator pursuant to City of Eustis Code of Ordinances.



## EXHIBIT A

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62, THAT PART OF VACATED SMITH STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLKS 61 & 62, THAT PART OF TITCOMB STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLK 61 BADGER DIVISION & BLK 58 IN TOWN OF EUSTIS PB 1 PG 79, THAT PART OF MORIN STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & WEST ORANGE AVE & BOUNDED BY BLKS 58 & 59 PLAT EUSTIS PB 1 PG 79, ALLEY RUNNING NORTH & SOUTH BLK 58 & BLK 58, BLK 59 LYING W OF RR R/W IN TOWN OF EUSTIS--LESS FROM INTERSECTION OF CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CTRUS AVE 648.18 FT, N 0-09-30 W 33 FT FOR POB, CONT N 0-09-30 W 123.71 FT, N 89-33-0 E 250.29 FT, N 28-04-0 E 82.98 FT, N 89-46-0 E 131.20 FT, S'LY & SW'LY ALONG W R/W LINE OF RR R/W TO N LINE OF CITRUS AVE, W ALONG N'LY R/W LINE TO POB & LESS LOTS 15 & 16 BLK 59 & LESS E 33 FT OF N 66 FT OF STREET ON WEST--BEG AT INTERSECTION OF CENTER OF ORANGE AVE & PREVIOUSLY CLOSED MORIN STREETS, RUN W 51 FT, S TO N LINE OF BLK 58 EUSTIS SUB, E TO A POINT S OF POB, N TO POB, AND EUSTIS PB 1 PG 79 FROM THE INTERSECTION OF THE CENTERLINE OF CITRUS AVE & BAY STREET RUN WEST ALONG SAID CENTERLINE OF CITRUS AVE 648.18 FEET, NORTH 00-09-30 WEST 33 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-09-30 WEST 123.71 FEET, NORTH 89-33-00 EAST 250.29 FEET, NORTH 28-04-00 EAST 82.98 FEET, NORTH 89-46-0 EAST 131.2 FEET, SOUTHERLY & SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF RAILROAD TO THE NORTH LINE OF CITRUS AVE, WEST ALONG THE NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, BEING A PART OF BLKS 58 & 59 AND PART OF VACATED ST & ALLEY ORB 5238 PG 1256

**EXHIBIT B**



RETURN TO:  
CITY CLERK  
CITY OF EUSTIS  
P. O. DRAWER 68  
EUSTIS, FL 32726-0068

**CODE ENFORCEMENT BOARD  
CITY OF EUSTIS  
STATE OF FLORIDA**

**CASE #22-00041 (REPEAT)**

**IN THE MATTER OF: 44 SHARPS CIRCLE LLC**

**ORDER IMPOSING FINE / LIEN**

This matter was heard by the Code Enforcement Board on July 11, 2022 at a Certification of Fine / Lien Hearing based on a prior Order entered in this matter by the Board at its regular meeting on May 9, 2022.

At the May 9, 2022 hearing, the Board took evidence and testimony under oath from the City and gave opportunity to 44 Sharps Circle LLC to give evidence and testimony under oath.

Based on the testimony given under oath and relevant evidence presented at the May 9, 2022 meeting, the Board issued its Findings of Fact and Conclusion of Law and thereupon issued its oral Order, which was reduced to writing and furnished to 44 Sharps Circle LLC.

Said order required 44 Sharps Circle LLC to take certain corrective action by June 8, 2022, as more specifically set forth in that Order.

An Affidavit of Non-Compliance, bearing the re-inspection date of June 9, 2022 has been filed by the Code Inspector, which Affidavit certifies under oath that the required corrective action was not taken as ordered.

Accordingly, it having been brought to the Board's attention that 44 Sharps Circle LLC has not complied with the order dated May 9, 2022. It is hereby ORDERED that 44 Sharps Circle LLC pay to the City of Eustis a repeat violator enforcement fee of \$365, and a daily fine in the amount of \$500 per day beginning January 31, 2022 for each and every day the repeat violation(s) exist(s) and continue to exist at SEE EXHIBIT A (26 SHARPS CIRCLE, EUSTIS, FL Parcel ID 11-19-26-0200-061-00000), described as:

Mobile Home has not been maintained in accordance with the City's Housing Code (International Property Maintenance Code) and is unfit for human occupancy because there are no heating facilities (SEE EXHIBIT B FOR DETAILS).

The City Clerk is hereby ordered to record a certified copy of this Order Imposing Fine / Lien and said Fine shall constitute a Lien against the land on which the violation existed and upon any other real or personal property owned by the violator pursuant to City of Eustis Code of Ordinances Chapter 2 Section 2-131 and Florida Statutes 162.09(3).





Case No. 22-00041

Page 3

EXHIBIT A

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62, THAT PART OF VACATED SMITH STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLKS 61 & 62, THAT PART OF TITCOMB STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLK 61 BADGER DIVISION & BLK 58 IN TOWN OF EUSTIS PB 1 PG 79, THAT PART OF MORIN STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & WEST ORANGE AVE & BOUNDED BY BLKS 58 & 59 PLAT EUSTIS PB 1 PG 79, ALLEY RUNNING NORTH & SOUTH BLK 58 & BLK 58, BLK 59 LYING W OF RR R/W IN TOWN OF EUSTIS--LESS FROM INTERSECTION OF CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CTRUS AVE 648.18 FT, N 0-09-30 W 33 FT FOR POB, CONT N 0-09-30 W 123.71 FT, N 89-33-0 E 250.29 FT, N 28-04-0 E 82.98 FT, N 89-46-0 E 131.20 FT, S'LY & SW'LY ALONG W R/W LINE OF RR R/W TO N LINE OF CITRUS AVE, W ALONG N'LY R/W LINE TO POB & LESS LOTS 15 & 16 BLK 59 & LESS E 33 FT OF N 66 FT OF STREET ON WEST--BEG AT INTERSECTION OF CENTER OF ORANGE AVE & PREVIOUSLY CLOSED MORIN STREETS, RUN W 51 FT, S TO N LINE OF BLK 58 EUSTIS SUB, E TO A POINT S OF POB, N TO POB, AND EUSTIS PB 1 PG 79 FROM THE INTERSECTION OF THE CENTERLINE OF CITRUS AVE & BAY STREET RUN WEST ALONG SAID CENTERLINE OF CITRUS AVE 648.18 FEET, NORTH 00-09-30 WEST 33 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-09-30 WEST 123.71 FEET, NORTH 89-33-00 EAST 250.29 FEET, NORTH 28-04-00 EAST 82.98 FEET, NORTH 89-46-0 EAST 131.2 FEET, SOUTHERLY & SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF RAILROAD TO THE NORTH LINE OF CITRUS AVE, WEST ALONG THE NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, BEING A PART OF BLKS 58 & 59 AND PART OF VACATED ST & ALLEY ORB 5238 PG 1256

EXHIBIT B

**Section 50-26, IPMC Section 302.3:** All sidewalks, walkways, stairs, driveways, parking spaces, and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.

**Condition:** Driveway on the back side of the mobile home has not been kept in a proper state of repair, maintained free from hazardous conditions where is connects with the paved street.

**Section 50-26, IPMC Section 304.13 Window, skylight, and door frames:** Every window, skylight, door, and frame shall be kept in sound condition, good repair, and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

**Conditions:**

- 1) Some of the windows in the mobile home have not been kept in sound condition, good repair, and weather tight.
- 2) One of the windows in the living room has been screwed shut and cannot be opened.

**Section 50-26, IPMC Section 305.3 Interior surfaces:** All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking, o

abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.

**Condition:** Bedroom wall surface has been removed due to water leak from window a/c unit that has been retro-fitted into the wall. IDENTIFIED DURING 7-8-22 INSPECTION.

**Section 50-26, IPMC Section 305.4 Stairs and walking surfaces:** Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

**Condition:** Flooring in the living room and kitchen area has not been maintained in sound condition and good repair. Floor gives (spongy) when stepped or stood on in some areas, more so directly in front of the kitchen sink.

**Section 50-26, IPMC Section 602.2 Residential occupancies:** Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained. Eustis, FL – average is 62°F

**Corrective Action Required:** Obtain a permit from the City of Eustis Building Department to install heating facilities capable of maintaining a room temperature of 68 degrees F in all habitable rooms, bathrooms and toilet rooms.

Note: The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

**Section 50-26, IPMC Section 604.3 Electrical system hazards:** Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Code Official shall require the defects to be corrected to eliminate the hazard.

**Condition:** Removal of the wall surface in the bedroom has created an electrical hazard by exposing the electrical wiring to a plug outlet box that is not properly anchored to the wall. IDENTIFIED DURING 7-8-22 INSPECTION

**Section 50-26, IPMC Section 605.1 Installation:** All electrical equipment, wiring, and appliances shall be properly installed and maintained in a safe and approved manner.

**Conditions:**

- 1) Electrical wiring that runs from the electric meter to the mobile home has not been properly installed (exposed wires).
- 2) Light fixture inside bedroom closet is missing its cover. (Light observed removed from closet on 6-8-22.)
- 3) Two additional light fixtures in bedroom were observed without covers during 6-8-22 inspection.



RETURN TO:  
CITY CLERK  
CITY OF EUSTIS  
P. O. DRAWER 68  
EUSTIS, FL 32726-0068



**CODE ENFORCEMENT BOARD  
CITY OF EUSTIS  
STATE OF FLORIDA**

**CASE NO. 22-00528**

**IN THE MATTER OF: 44 SHARPS CIRCLE LLC**

**ORDER IMPOSING FINE / LIEN**

This matter was heard by the Code Enforcement Board on August 8, 2022 at a Certification of Fine / Lien Hearing based on a prior Order entered in this matter by the Board during a regularly scheduled hearing held on July 11, 2022.

At the July 11, 2022 Hearing, the Board took evidence and testimony under oath from the City and gave opportunity to 44 Sharps Circle LLC to give evidence and testimony under oath.

Based on the testimony given under oath and relevant evidence presented at the July 11, 2022 Hearing, the Board issued a Finding of Fact and Conclusion of Law and thereupon issued an oral Order, which was reduced to writing and furnished to 44 Sharps Circle LLC.

Said Order required 44 Sharps Circle LLC to take certain corrective action by July 16, 2022, as more specifically set forth in that Order.

An Affidavit of Non-Compliance, bearing the re-inspection date of July 18, 2022 has been filed with the Board by the Code Inspector, which Affidavit certifies under oath that the required corrective action was not taken as ordered.

Accordingly, it having been brought to the Board's attention that 44 Sharps Circle LLC has not complied with the order dated July 11, 2022. It is hereby ORDERED that 44 Sharps Circle LLC pay to the City of Eustis a fine in the amount of \$250 per day after July 16, 2022 for each and every day the violation(s) exist(s) and continue to exist at See Exhibit A (44 Sharps Circle) Parcel ID 11-19-26-0200-061-00000, Eustis, FL described as:

6x6 power pole next to unit #17 is showing signs that it is in danger of falling over. It is currently being held up with a piece of 2x4 lumber.

The City Clerk is hereby ordered to record a certified copy of this Order Imposing Fine / Lien and said Fine shall constitute a Lien against the land on which the violation exists and upon any other real or personal property owned by the violator pursuant to City of Eustis Code of Ordinances.

Item 1.1

Case No. **22-00528**

Page **2**

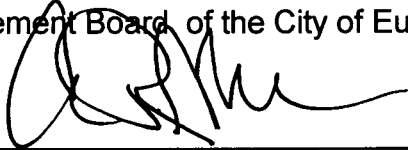
**CERTIFICATION OF VOTE**

The Vote of the Code Enforcement Board regarding the Findings of Fact, Conclusions of Law, and Imposition of Fine:

Member	Yes	No	Absent
Alan Paczkowski	X		
Stephanie Carder	X		
George Asbate	X		
Karen Sartele	X		
Richard Bartzler	X		
Ryan Benaglio			X
Bradley Shelley			X

**DONE AND ORDERED THIS 8TH DAY OF AUGUST, 2022.**

Code Enforcement Board of the City of Eustis, Florida

By:   
 Alan Paczkowski, Chairperson

**CERTIFICATE OF SERVICE**

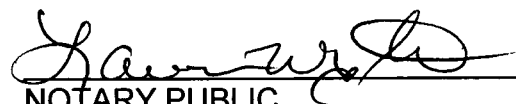
I, Clerk of the City of Eustis, hereby certify that this is a true and accurate copy of the Order of Enforcement and that a copy of this Order has been sent via First Class Mail to 44 Sharps Circle LLC at 606 North Saginaw Street Ste A, Lapeer, MI 48446 and Hansel Rodriguez as Registered Agent at 28 West Flagler Street, Ste 909 Miami, FL 33130 on this 10<sup>th</sup> day of, August, 2022.


CITY OF EUSTIS  
  
 Christine Halloran, City Clerk

STATE OF FLORIDA )  
 ) SS  
 COUNTY OF LAKE )

Being an officer duly authorized to administer oaths and take acknowledgments, I HEREBY CERTIFY that on this day personally appeared before me, Christine Halloran, to me well known and known to me to be the person in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument of the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Eustis, said County and State, this 10<sup>th</sup> day of August, 2022.

  
 NOTARY PUBLIC

  
 Lauren Wyrwal  
 Comm. #GG968179  
 Expires: March 5, 2024  
 Bonded Thru Aaron Notary

My Commission Expires: 3/5/24  
 Notary Serial No. GG968179

Case No. **22-00528**Page **3**EXHIBIT A

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62, THAT PART OF VACATED SMITH STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLKS 61 & 62, THAT PART OF TITCOMB STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLK 61 BADGER DIVISION & BLK 58 IN TOWN OF EUSTIS PB 1 PG 79, THAT PART OF MORIN STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & WEST ORANGE AVE & BOUNDED BY BLKS 58 & 59 PLAT EUSTIS PB 1 PG 79, ALLEY RUNNING NORTH & SOUTH BLK 58 & BLK 58, BLK 59 LYING W OF RR R/W IN TOWN OF EUSTIS--LESS FROM INTERSECTION OF CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CTRUS AVE 648.18 FT, N 0-09-30 W 33 FT FOR POB, CONT N 0-09-30 W 123.71 FT, N 89-33-0 E 250.29 FT, N 28-04-0 E 82.98 FT, N 89-46-0 E 131.20 FT, S'LY & SW'LY ALONG W R/W LINE OF RR R/W TO N LINE OF CITRUS AVE, W ALONG N'LY R/W LINE TO POB & LESS LOTS 15 & 16 BLK 59 & LESS E 33 FT OF N 66 FT OF STREET ON WEST--BEG AT INTERSECTION OF CENTER OF ORANGE AVE & PREVIOUSLY CLOSED MORIN STREETS, RUN W 51 FT, S TO N LINE OF BLK 58 EUSTIS SUB, E TO A POINT S OF POB, N TO POB, AND EUSTIS PB 1 PG 79 FROM THE INTERSECTION OF THE CENTERLINE OF CITRUS AVE & BAY STREET RUN WEST ALONG SAID CENTERLINE OF CITRUS AVE 648.18 FEET, NORTH 00-09-30 WEST 33 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-09-30 WEST 123.71 FEET, NORTH 89-33-00 EAST 250.29 FEET, NORTH 28-04-00 EAST 82.98 FEET, NORTH 89-46-0 EAST 131.2 FEET, SOUTHERLY & SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF RAILROAD TO THE NORTH LINE OF CITRUS AVE, WEST ALONG THE NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, BEING A PART OF BLKS 58 & 59 AND PART OF VACATED ST & ALLEY ORB 5238 PG 1256

**EXHIBIT D**



RETURN TO:  
CITY CLERK  
CITY OF EUSTIS  
P. O. DRAWER 68  
EUSTIS, FL 32726-0068

**CODE ENFORCEMENT BOARD  
CITY OF EUSTIS  
STATE OF FLORIDA**

**CASE #22-00532 (REPEAT)**

**IN THE MATTER OF: 44 SHARPS CIRCLE LLC**

**ORDER IMPOSING FINE / LIEN**

This matter was heard by the Code Enforcement Board on October 10, 2022 at a Certification of Fine / Lien Hearing based on a prior Order entered in this matter by the Board at its regular meeting on August 8, 2022.

At the August 8, 2022 hearing, the Board took evidence and testimony under oath from the City and gave opportunity to 44 SHARPS CIRCLE LLC to give evidence and testimony under oath.

Based on the testimony given under oath and relevant evidence presented at the August 8, 2022 meeting, the Board issued its Findings of Fact and Conclusion of Law and thereupon issued its oral Order, which was reduced to writing and furnished to 44 SHARPS CIRCLE LLC.

Said order required 44 SHARPS CIRCLE LLC to take certain corrective action by September 7, 2022, as more specifically set forth in that Order.

An Affidavit of Non-Compliance, bearing the re-inspection date of September 8, 2022 has been filed by the Code Inspector, which Affidavit certifies under oath that the required corrective action was not taken as ordered.

Accordingly, it having been brought to the Board's attention that 44 SHARPS CIRCLE LLC has not complied with the order dated August 8, 2022. It is hereby ORDERED that 44 SHARPS CIRCLE LLC pay to the City of Eustis a daily fine in the amount of \$500 per day beginning July 5, 2022 for each and every day the repeat violation(s) exist(s) and continue to exist at See Exhibit A (44 SHARPS CIRCLE, EUSTIS, FL Parcel ID 11-19-26-0200-061-00000), described as:

The mobile home parks roads and driveways and similar areas have not been kept in a property state of repair and maintained free from hazardous conditions.

The City Clerk is hereby ordered to record a certified copy of this Order Imposing Fine / Lien and said Fine shall constitute a Lien against the land on which the violation existed and upon any other real or personal property owned by the violator pursuant to City of Eustis Code of Ordinances Chapter 2 Section 2-131 and Florida Statutes 162.09(3).



## Exhibit A

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62, THAT PART OF VACATED SMITH STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLKS 61 & 62, THAT PART OF TITCOMB STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLK 61 BADGER DIVISION & BLK 58 IN TOWN OF EUSTIS PB 1 PG 79, THAT PART OF MORIN STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & WEST ORANGE AVE & BOUNDED BY BLKS 58 & 59 PLAT EUSTIS PB 1 PG 79, ALLEY RUNNING NORTH & SOUTH BLK 58 & BLK 58, BLK 59 LYING W OF RR R/W IN TOWN OF EUSTIS--LESS FROM INTERSECTION OF CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CTRUS AVE 648.18 FT, N 0-09-30 W 33 FT FOR POB, CONT N 0-09-30 W 123.71 FT, N 89-33-0 E 250.29 FT, N 28-04-0 E 82.98 FT, N 89-46-0 E 131.20 FT, S'LY & SW'LY ALONG W R/W LINE OF RR R/W TO N LINE OF CITRUS AVE, W ALONG N'LY R/W LINE TO POB & LESS LOTS 15 & 16 BLK 59 & LESS E 33 FT OF N 66 FT OF STREET ON WEST--BEG AT INTERSECTION OF CENTER OF ORANGE AVE & PREVIOUSLY CLOSED MORIN STREETS, RUN W 51 FT, S TO N LINE OF BLK 58 EUSTIS SUB, E TO A POINT S OF POB, N TO POB, AND EUSTIS PB 1 PG 79 FROM THE INTERSECTION OF THE CENTERLINE OF CITRUS AVE & BAY STREET RUN WEST ALONG SAID CENTERLINE OF CITRUS AVE 648.18 FEET, NORTH 00-09-30 WEST 33 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-09-30 WEST 123.71 FEET, NORTH 89-33-00 EAST 250.29 FEET, NORTH 28-04-00 EAST 82.98 FEET, NORTH 89-46-0 EAST 131.2 FEET, SOUTHERLY & SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF RAILROAD TO THE NORTH LINE OF CITRUS AVE, WEST ALONG THE NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, BEING A PART OF BLKS 58 & 59 AND PART OF VACATED ST & ALLEY ORB 5238 PG 1256



**Exhibit "E"**  
**Roadway Repaving Scope of Work**

1. Secure jobsite safely.
2. Remove and properly dispose of all concrete in northeast area of Property where the roadway is concrete. Illustration of approximate location of concrete roadway below.



3. Power mill all asphalt from roads on the entire northern parcel of the Property.
4. Mill out no less than six (6) inches of existing material below the asphalt.
5. Haul cut material to off-site location.
6. Install no less than six (6) inches of suitable base material to all roads on the entire northern parcel of the Property.
7. Shoot grades for elevation to ensure proper roadway drainage. Compact base material with steel wheel rollers prior to new asphalt installation.
8. Install no less than one and one-half (1.5) inches (compacted) of SP-9.5 asphalt to milled roads on the entire northern parcel of the Property.
9. Machine roll newly installed asphalt with steel wheel and nine-wheel rollers to ensure smooth finish on surface.
10. Apply sand on surface where new asphalt was installed to prevent tire tears.
11. Layout and stripe roadway consistent with any existing pavement markings.
12. Remove and properly dispose of all milled asphalt and other milled material to leave the jobsite clean.

**Exhibit "F"**  
**Additional Safety Items**

- 1. Manhole cover located between units 17 and 19:
  - a. Non-roadway related repair.
  - b. Repair such that manhole cover remains stable if stepped on.
    - i. The repair has been completed in anticipation of the Agreement and a re-inspection has been requested by Sharps.
  - c. Photos:



October 10, 2022



October 17, 2022



October 17, 2022

- 2. Roadway grade around manhole cover located between units 17 and 19 (same as manhole cover noted above):
  - a. Roadway related repair to be completed within 180 days of the Effective Date of the Agreement.
  - b. Repair by grading to ensure smooth transition between roadway and manhole cover.
  - c. Photos:



November 2, 2022



November 2, 2022



- 3. One (1) hole on side of roadway between units 17 and 19:
  - a. Non-roadway related repair.
  - b. Repair by filling hole with soil.
  - c. Photos:



November 2, 2022



November 2, 2022

- 4. Two (2) holes set approximately 1-2 feet off of roadway between units 17 and 19:
  - a. Non-roadway related repair
  - b. Repair by filling hole with soil (previously filled with mulch but mulch washed away)
  - c. Photos:



February 16, 2023



February 16, 2023



MULCH FILLING IN HOLES HAS WASHED AWAY

August 1, 2023

August 1, 2023

- 5. Concrete cracking in front of mailboxes:
  - a. Non-roadway related repair.
  - b. Repair by removing cracked portions of concrete circled in red and replace with new concrete.
    - i. The repair has been completed in anticipation of the Agreement and a re-inspection has been requested by Sharps.
  - c. Photos:



August 1, 2023



August 1, 2023



- 6. Concrete cracking near mailboxes:
  - a. Non-roadway related repair.
  - b. Repair by removing cracked portions of concrete circled in red and replace with new concrete.
  - c. Photos:



August 1, 2023



August 1, 2023

- 7. Concrete area under covered area next to mailboxes:
  - a. Non-roadway related repair.
  - b. Repair by removing gravel and cracked portions of concrete circled in red and replace with new concrete.
  - c. Photos:



August 1, 2023



August 1, 2023

- 8. Concrete area under large tree (anticipated new amenity area):
  - a. Non-roadway related repair.
  - b. Repair by removing damaged concrete circled in red and replacing with new concrete, sod, or gravel.
  - c. Photos:



August 1, 2023



August 1, 2023

- 9. Raised sewer pipe cleanouts under large tree (anticipated new amenity area):
  - a. Non-roadway related repair.
  - b. Repair by cutting pipes circled in red level with surface, capping the pipes, and removal of concrete or leveling of concrete with surrounding area.
  - c. Photos:



August 1, 2023



10. Debris

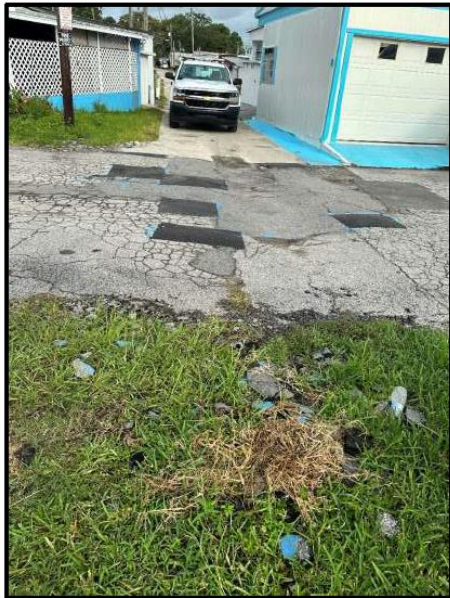
- a. Non-roadway related repair:
- b. Repair by removing debris.
  - i. The repair has been completed in anticipation of the Agreement and a re-inspection has been requested by Sharps.
- c. Photos:



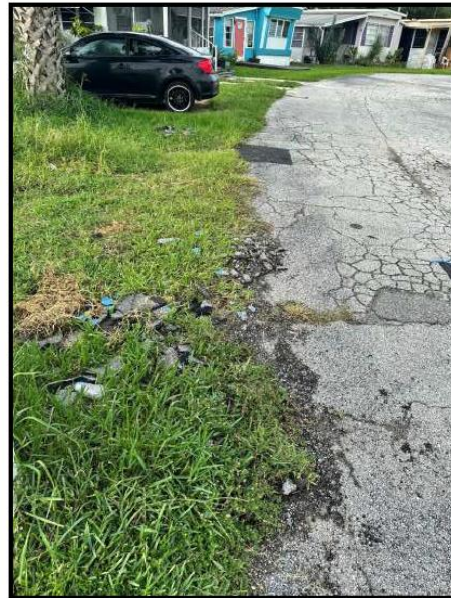
July 24, 2023



July 24, 2023



July 24, 2023



July 24, 2023

11. Holes/erosion on side of roadway along main entrance to Property:

- a. Roadway related repair to be completed within 180 days of the Effective Date of the Agreement.
- b. Repair by adding asphalt or gravel in area of hole/erosion.
- c. Photos:



July 24, 2023



July 24, 2023



August 1, 2023





July 24, 2023



August 1, 2023



August 1, 2023



August 1, 2023

12. Holes/Erosion near dumpsters:

- a. Roadway related repair to be completed within 180 days of the Effective Date of the Agreement.
- b. Repair by repaving portion of eroding roadway circled in red and/or fill in holes circled in red with gravel.
- c. Photos:



August 1, 2023



August 1, 2023