



AGENDA

City Commission Meeting

6:00 PM – Thursday, February 06, 2025 – City Hall

Invocation: Reverend Kristina Spaude, Unitarian Universalist Congregation of Lake County

Pledge of Allegiance: Commissioner Michael Holland

Call to Order

Acknowledge of Quorum and Proper Notice

1. **Agenda Update**

2. **Approval of Minutes**

2.1 Approval of Minutes

January 13, 2025 City Commission Workshop
January 16, 2025 City Commission Meeting

3. **Presentations**

3.1 Proclamation declaring February Black History Month and recognizing 31st Annual African American Heritage Celebration

3.2 Recognition of School Crossing Guard Appreciation Day

3.3 Florida Fish and Wildlife Conservation Commission - Boater Safety Initiatives presented by Public Information Officer Chad Weber and Lieutenant Michael Rice

4. **Audience to be Heard**

5. **Consent Agenda**

5.1 Resolution Number 25-02: Appointing and Designating a Special Magistrate as City's Local Hearing Officer pursuant to Ordinance 24-11 and Chapter 316, Florida Statutes for school zone speed infraction hearings

5.2 Resolution Number 25-13: Approval of Duke Energy Audit Closing Agreements

5.3 Resolution Number 25-14: Parks & Rec: Pickleball Courts and Basketball Courts

6. **Ordinances, Public Hearings, & Quasi Judicial Hearings**

6.1 Resolution Number 25-11: Consideration of Reduction of Fine for 1601 Orange Drive

6.2 Resolution Number 25-16: Fine Reduction/Release of Line - 2250 S. Bay Street, Code Case #22-00270

6.3 Resolution Number 25-17: Approval of a Franchise Agreement Between The City of Eustis and Waste Management Inc. of Florida

6.4 **FIRST READING**

Ordinance Number 25-01: Amendment to Chapters 102 and 109 of the City's Land Development Regulations

7. Other Business

7.1 Discussion Utility Lien Process

7.2 Discussion Credit Card Fees

8. Future Agenda Items and Comments

8.1 City Commission

8.2 City Manager

8.3 City Attorney

8.4 Mayor

9. Adjournment

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

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

CANCELLED



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 6, 2025

RE: Approval of Minutes
January 16, 2025 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: Downtown Redevelopment Project

10:00 AM – Monday, January 13, 2025 – City Hall

Call to Order: 10:00 a.m.

Acknowledgement of Quorum and Proper Notice

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

1. Workshop Item with Discussion and Direction

1.1 Introductions

Tom Carrino, City Manager, explained the plans for the day. He indicated they would discuss the master plan and downtown redevelopment in the morning with the departmental reports in the afternoon. He announced that Mike Goman with Goman and York would provide a presentation as part of the morning session.

1.2 Presentation by Mike Goman with Goman + York

Michael Goman, Principal, Goman + York Property Advisors, LLC, provided an overview of his personal background and experience as well as that of his company. He commented on commercial real estate investment and development. He reviewed Goman & York's types of clients and the services they typically provide for each type of client. He explained they are typically brought in to consult on large, complex projects and cited the work products they provide including RFP's, RFQ's, development agreements and public participation. He cited examples of stalled or failed projects due to market and functional obsolescence and highlighted issues with eminent domain and contentious land-use issues.

Mr. Goman provided an overview of the industry sector, including central business districts, remote working, conversions of existing buildings and issues with aging buildings. He commented on vacancy rates, leases, the number of government owned buildings and reduced property values. He noted the number of government employees now working primarily from home resulting in a reduction in the required office space. He commented on reduced retail activity and e-commerce noting that shoppers still prefer physical stores. He cited changes in the Florida retail industry noting retail sales, average wages, reduction in the shopping centers, and food and beverage industries. He commented on the changes in regional and community malls. He cited some of the pressures including pricing, staffing shortages, increased costs and reduced operating hours.

Mr. Goman reported on the single family residential market and single family build for rent growth. He commented on the supply and demand with a focus on affordability and outgrowing apartment style living. He cited multi-family development with apartments and commented on affordability and construction costs. He discussed the growth in the self-storage and issues in the warehouse industry. He reviewed his "watch list" including offices, malls, dining, and issues with older hotels and apartments. He commented on

projects with inexperienced sponsors and questionable market dynamics or projections. He explained how they can assist with these situations. He stated cities need to pay attention to older assets and their decreasing values. He reviewed how the current conditions reached where they are now, including trends starting in the 1990's with older properties in trouble, Covid-19 contributing to worsening conditions, tech driving remote working resulting in too much office space. He commented on the renovation of existing office buildings where possible and stated "We're not overbuilt; we're under-demolished."

Mr. Goman reviewed some predictions, including end of a short and shallow slowdown, growth in sunbelt markets, narrowed availability, market uncertainty, cost volatility, interest rates, cost of debt/equity, and flight to quality of markets and products. He explained the moderating of the financing environment with focus on conversions of obsolete properties, increased interest in suburban and low interest in urban, improved market for project financing, and possible reduction in interest rates in 2025. He commented on additional changes to finance. He noted changes expected with retail and restaurants with a greater focus on free-standing retail and curbside pickup. He commented on the investor's view of Florida and stated the market is perceived as a competitive environment.

Mr. Goman reviewed development and redevelopment opportunities. He indicated the following as fundamentals: 1) Need for research with a thorough and supportable understanding of the market; 2) Careful conceptual planning; 3) Need for community engagement; 4) Mitigation of risk; and 5) Access to debt/equity. With redevelopment, he noted the importance of buying at low cost per square foot and mitigation of risk. He highlighted opportunities in Florida with retail/food and beverage, jobs and population growth; apartments with substantial demand for upscale, amenity-rich projects with job growth and locations near highway/transit corridors; and industrial options driven by available labor and near similar uses with highway and transportation nodes. He also commented on conversions of existing malls and office campuses to other uses and construction of new hotels and the conversion of older assets to affordable residential.

Mr. Goman discussed the market profile for the City of Eustis with community profile and trends. He noted access to market data and tools important to communities and businesses. He highlighted the value of these tools to mitigate risk and determine what the market will and will not support. He commented the use of drive time analysis to determine trends and activity. He stated that Eustis uses ESRI to show the retail activity of stores. He noted a Tapestry Segmentation analysis of the N. Eustis Street area, Drive-Time, and LifeModes to identify the market in specific areas. Mr. Gorman noted the accuracy of data with five, ten and fifteen minute drive-time descriptions with Tapestry. He commented on traffic counts and stated that traffic counts are critically important in the analysis particularly from a retail standpoint to predict the sales profitability. He indicated a lot of businesses are only interested if the traffic counts are over 20,000 per day.

Mr. Goman reviewed the importance of data and the basics of attracting CRE investment which is analytical and data driven, including avoiding faulty assumptions. He highlighted being prepared to be pro-active, knowing the market, anticipating the response, barriers both financial and regulatory, updating zoning and permitting criteria to be swift, simple and certain, and telling an investment story.

Mr. Goman reviewed the process of understanding the industry and the disparate views of the community vs the developer's goals. He noted community lifestyle concerns with

traffic, fit with "character of the community," and fiscal and economic impact. He reviewed developer goals and opportunities that are primarily quantitative with acceptable returns measured against other investments and including aggressive solicitation by communities. He indicated that developers get presented many projects each year but they only build one or two a year. He stated that from the developer perspective, "What Makes Financial Sense Gets Built and What Doesn't, Doesn't."

Mr. Goman explained the need to understand the industry and the long timelines. He stated that the industry is highly competitive, highlighted the need to mitigate risk and added that public incentives are a competitive tool. He reviewed the process beginning with the RFQ/RFP. He cited the key issues involved with the interviews, negotiations, legal counsel, development agreement considerations, negotiation of incentives such as sale of land, TIF/CEA, tax abatement, reductions in permitting fees, and sharing of infrastructure costs.

In summary, Mr. Goman stated record activity is expected in 2025-2026 with capital investors looking for opportunities and ideas, redevelopment opportunities, and emerging demand for new products and services. He commented on topics for discussion including the Downtown Master Plan, options for today's apartment residents and ground lease alternative options.

Mr. Goman complimented the City on the downtown master plan. He stated most apartment residents are DINK's (double income no kids), recently divorced (about 25% of renters), working empty nesters, and retired empty nesters. He commented on ground leases which are usually in more urban environments and most developers will not do them. He stated that developers and lenders want to own the land and explained why.

1.3 Downtown Project Discussion, Question and Answer

Vice Mayor Ashcraft asked why he indicated the Master Plan is too generic with Mr. Goman responding that there needs to be another level of detail. He added that the current plan was appropriate for the assignment provided to the consultant but a developer would need to develop more detail in order to obtain financing.

Mayor Hawkins thanked Mr. Goman and stated his presentation was a wake up call for the Commission.

Vice Mayor Ashcraft commented that the City's consultant should have also done that with Mr. Goman indicating the City could ask the consultant to do a full market study once they have a specific plan. He stated that the next step would be to have some take on the financial information and develop detailed pro formas. He commented on how a consultant would be tasked with looking at the pro formas to see that the developer's figures are accurate and substantiate any request for abatements or incentives. He explained how his company would look at a developer's information to confirm that it is appropriate for a given site.

Mr. Carrino explained MIG completed the City's master plan and stated they were hired to collect public input and develop a shared vision. They had a subconsultant, Johnson Consulting, who was supposed to look at the financials and the market which showed information such as the recommended number of residential units and commercial square footage. He stated that MIG has laid the groundwork and done some basic analysis for a shared vision. The developer has to take the information and move forward with that. He stated his opinion the City has a good master plan but there is

more work to be done and that is where they are now. Mr. Goman agreed with Mr. Carrino's statement.

Mayor Hawkins echoed the comments of Mr. Carrino and Mr. Goman with Mr. Goman stating his job is to mitigate risk to the community and not to protect the developer.

Vice Mayor Ashcraft asked if the City should have a land use attorney with Mr. Goman responding not a land use attorney but a development attorney. He explained the agreement should show that the land is not transferred to the developer until certain criteria are met and that the agreement also provides remedies in case something goes wrong. He indicated they work alongside the community's legal counsel to protect the community.

Commissioner Asbate commented that the attorney he previously mentioned was intended more for in-house negotiations for developments. He stated he struggles with how to get the ball rolling the right way and he expressed support for getting the building and architectural standards improved prior to more development.

Mr. Goman responded that would be the ideal way to do it; however, the process can be on a concurrent path. He explained that development is based on timing and capital availability. He commented on the need to work with the developers without delaying due to desire to improve the standards.

Vice Mayor Ashcraft asked if that could be incorporated into the development agreement with Mr. Goman responding that review of architectural criteria could be included in a development agreement.

Mr. Goman cited the lakefront as a jewel for the City. He commented on the City's growth potential. He indicated Eustis should not be Mount Dora but should be a good alternative. He said the comprehensive nature of the master plan is a good thing but the City needs to pursue development opportunities when the opportunity presents itself.

Commissioner Asbate asked Mr. Goman's opinion about the recommendations included in the master plan.

Mr. Goman responded that he did not see anything in the master plan that caused concern. He stated he thought it is an excellent master plan but it is only a piece of the puzzle.

Mayor Hawkins asked how many master plans he has reviewed with Mr. Goman indicating he reviews 30 to 40 per year; however, his company also prepares master plans. He explained the purpose of a master plan is to attract investment capital. He stated that his company focuses on a data driven plan. He provided a number of examples. He added that the City has some momentum and a workable document and they need to keep moving forward with it. He explained that they do not put out an RFP/RFQ but instead personally contact principals of a development company and present their ideas.

Commissioner Lee asked what he would suggest they need to do to get to the next level from the master plan.

Mr. Goman responded he would talk with staff about where they are with any updates. You need to see what you have in place regarding architectural standards and design standards and then look for ways to modernize that.

Mr. Carrino asked if it would be reasonable to secure the services of a consultant specialized legal assistance to move forward to the next stages with Mr. Goman indicating that would be a good next step. He commented on communities who had projects that stalled and how his company had helped them.

Mayor Hawkins expressed support for moving forward and hiring a consultant.

Commissioner Lee commented on the upcoming approval of the master plan at the next CRA meeting.

Mr. Carrino noted that they will also have to incorporate the master plan into the CRA redevelopment plan. He indicated the City Commission actually has to approve the CRA redevelopment plan. The CRA will consider a recommendation to approve and incorporate the master plan into the CRA redevelopment plan at their January 16th meeting and then it will go to the City Commission on February 6, 2025, to be incorporated into the CRA redevelopment plan.

Discussion was held regarding holding a workshop to review the master plan.

Mr. Carrino asked for consensus to hold a workshop to review the master plan prior to approval by the Commission. It was a consensus to hold the workshop with Mr. Carrino indicating he would discuss the procurement process with purchasing. He indicated the City has used Guenster and Associates for land use issues, not redevelopment.

Mr. Carrino indicated that staff can identify a real estate consultant who can paraphrase the protections the City needs in an agreement and they can then work with the City Attorney on executing that language. He added that they may not identify specialized legal help if a real estate consultant can explain what they want in an agreement.

Commissioner Asbate asked for a prospective timeline with Mr. Goman estimating they are approximately three to four years away from the first occupants for the residential units.

Commissioner Asbate noted the master plan has eight targets and the Waterman site is only one of eight. He asked for a timeline to implement the entire Master plan.

Mr. Goman stated it would probably be 15-20 years for the whole master plan.

Mayor Hawkins stated his desire to see movement on the downtown area to encourage interest with Mr. Goman commenting that when developers see other projects underway it helps to encourage additional development.

Commissioner Asbate cautioned that the City needs to make sure they have all of their staff and consultants in place and their vision for moving forward.

The Commission thanked Mr. Goman for his presentation and Mr. Carrino indicated that staff would distribute Mr. Goman's presentation to all of the Commissioners.

RECESS: 12:11 P.M. RECONVENE: 1:16 P.M.

1.4 Department Updates:

Commissioner Holland announced he would need to leave before 2:00 p.m. He thanked staff for their participation.

City Manager

Mr. Carrino provided an overview of all the divisions included under the City Manager including City Clerk. He noted that Events and Tourism was separated into a new department which also includes Communications.

Mr. Carrino highlighted a number of areas of focus including the following: 1) Revision of the Land Development Regulations specifically improving the quality of single family subdivisions. This would include working on regulations and guidelines to improve that quality. He cited the direction from Kimley-Horn and noted they are working with one major property owner. 2) Implementation of the downtown master plan, redevelopment of the downtown and development of the former Waterman site; and 3) Addressing the outdated strategic plan. He indicated a consultant was engaged; however, due to departure of former Commissioner Nan Cobb and three seats being up for election, staff had opted to postpone work on the strategic plan until the swearing in of any new Commissioners. He stated that now staff would re-engage the consultant and begin work on the strategic plan.

Mr. Carrino explained that he asked each department to provide a five and ten minute presentation regarding the organization of their department and some of their goals and issues.

Mayor Hawkins asked if there is anything the Commission needs to be concern about in developing the Strategic Plan.

Mr. Carrino stated a municipality will always be somewhat reactive due to changing priorities within the community. He indicated they need to continue to be flexible while also working on the Strategic Plan. He explained the existing plan was prepared in 2012 and reviewed the history of updating the plan stating they have been working on that for about three years. He indicated he would need to reengage with the former consultant to determine the cost for the plan.

Mr. Carrino explained the review process in selecting Wildan as their strategic plan consultant.

The Commission asked for an estimated time for completion with Mr. Carrino estimating nine months.

Discussion was held regarding the need to move faster and where they were in the process prior to putting it on hold.

City Clerk

Christine Halloran, City Clerk, provided an overview of the Clerk's Office accomplishments in 2024 and plans for 2025. She provided an update on their scan project and implementation of new Laserfiche software and explained how that would be utilized.

Events, Tourism and Communication

Miranda Muir, Director, reviewed their staff roles and responsibilities. She provided an overview of all the events held in 2024. She commented on the number of new vendors and partnerships with school groups and organizations which helped with volunteers. She commented on the inaugural Miss Georgefest as part of Miss

Florida. She noted that the City's representatives received \$5,000 in scholarships earned another \$5,000 in scholarships at the Miss Florida pageant. She reported on the opening of the Clifford House and how well the tours are going on.

Discussion was held regarding what could be done to improve security for the Clifford House.

Ms. Muir commented on the hiring of the new Public Relations Manager - Jaime Lanford and how well Marissa Cella filled in during the lapse. She noted that Marissa had initiated a weekly email to residents and downtown businesses. She stated that for 2025 they want to focus on expanding events such as Georgefest and the boat races into regional events. She indicated they would expand advertising and offerings to do that. She noted the department has taken over the Amazing Race event. She commented on how she intends to work on the growth and development of her team. She noted that they have rebranded the Georgefest logo to increase recognition of the event and provide consistent messaging.

Ms. Muir commented on getting the Communications team in place with the hiring of Ms. Lanford. She stated that the City needs to get more messages out to the public about the City, its staff and events. They also need to develop media relationships with TV, radio and newspapers. She noted that they invited some social media influencers to the snow event and the benefit to getting them to post about the City. She stated she will be evaluating what the City is currently doing and reviewing its methods of communication. She indicated they need to determine the best methods to communicate so they get the best bang for the buck. She emphasized encouraging her staff to think outside of the box and to try new things.

Vice Mayor Ashcraft asked about the weekly updates with Ms. Muir indicating they come from Nichole Jenkins in Water Customer Service. She indicated residents can also sign up on the City's website to subscribe to the updates.

Mayor Hawkins noted he has friends in Orlando who knew about Georgefest. He asked how they plan to make them better.

Ms. Muir responded she was asked to make Georgefest bigger and longer and explained how she has worked to do that. She commented on the better entertainment she has been able to attract to the City. She explained why she encourages everyone to follow all the safety measures surrounding the entertainment. She added that building the relationships with groups such as the high school drama club and the American Girls group from Lifepointe Church has provided a group of volunteers they can utilize.

Mayor Hawkins asked about their relationship with the downtown businesses with Ms. Muir responding that some are very supportive and others not as much. She cited things the businesses could do to help improve their foot traffic during events.

Commissioner Asbate asked about doing some video for commercials to attract out of town people with Ms. Muir responding that commercials are expensive. However, they are having someone shoot some quality video that could be used for either commercials or social media.

Commissioner Asbate asked what she thinks about putting a small band in pocket park to try and give a little push to the downtown and how long it would take to get a return.

Ms. Muir responded that for larger events they say to usually give it three years. She said that adding entertainment will add some liveliness to the downtown. She indicated

that encouraging people to wander about the downtown would be a good thing whether or not people are sitting in front of the band.

Commissioner Asbate commented on the need for the downtown businesses to help promote those events.

Mayor Hawkins asked what Georgefest will look like when work begins on the downtown project with Ms. Muir responding that parking will probably be the biggest issue. She suggested it might be possible to reserve the fairgrounds to use for parking and offer shuttle service.

Commissioner Lee suggested that a porch band be placed at the Clifford House with Ms. Muir noting that the world's largest rubber duck will be located in Ferran Park during this year's Georgefest. She announced that Duke Energy donated \$10,000 towards Georgefest. She commented on plans to place other events at the Clifford House but it would be difficult to move the Georgefest activities there due to the presence of the giant rubber duck.

Mayor Hawkins asked about possibly expanding the Light Up event with Ms. Muir noting there was some expansion in 2024 into Fountain Green. She stated they had some photo ops and bounce houses for the kids. She added they also had an antique car that drove around playing Christmas carols during the event. She cited other kid-oriented vendors there as well. She stated they are almost outgrowing the park.

Economic Development

Al Latimer, Economic Development Director, announced Grant writer Nadine Mann would be leaving the City to work for Lake County. He indicated they would be looking for a new grant writer in the near future. He added that the president of the Ocala Chamber of Commerce, who houses LEAD (Lake Area Economic Development Marketing and Facilitation Organization) is leaving to go to Charleston, South Carolina. He stated they would continue to work with them as normal.

Mr. Latimer reviewed the Economic Development activities and benefits of each and commented on the need to diversify businesses within the City. He cited the downtown revitalization and commented on how the Coolidge project helped the City to take on more waste from Florida Foods which enabled them to expand. He cited the City's demographics and changes.

Mayor Hawkins questioned the accuracy of the median household income with Mr. Latimer assuring him it was accurate. He then stated that 70% of the City's homes are owner occupied. He cited the Golden Triangle GDP is \$2.5 billion. He stated the leading industries are manufacturing, construction, retail, health care, education, tourism and agriculture. He commented that there are strong companies within the community that have the strength to grow. He commented on Economic Development's efforts to assist those companies. He cited the following economic development activities performed on a regular basis: 1) Research and due diligence; 2) Business development; 3) Business assistance to identify resources to assist with specific issues; 4) Redevelopment; 5) Small business and entrepreneurial hub; 6) Engaging with partners such as Lake Sumter State College and Lake Tech; and 7) Grants development.

Mr. Latimer cited the economic development marketing study which should conclude within the next two months and is being funded by a \$30,000 grant from Duke Energy. He noted that G3 C2 also provided \$10,000 towards that study. He then noted

the targeted industry study which will help identify businesses and assist with diversification of businesses. He then reviewed the land analysis which will consist of reviewing the City-owned properties and providing some recommendations regarding what those properties may be utilized for. He indicated that would be brought to the Commission later in the year.

Mr. Latimer then cited Trident Boats who will begin tour boat operations toward the end of 2025 if all of the infrastructure is in place. He commented on how that will further distinguish the City. He commented on how the City provided assistance to various businesses including RCM Utilities, Florida Food Products, and Quest Fuel.

Mr. Latimer then discussed their redevelopment activities including the former Waterman site, gateway grants, and development of a business growth and sustainability incentive program. He reviewed the benefits being derived from the UCF Business Incubator program. He commented on the City's partnerships with Lake Sumter State College and Lake Tech. He reported on the City's grant development stating that in 2024 the City applied for 16 grants and were awarded half of those for a total of \$563,449. He stated that, additionally, the grants staff also assists with the preparation of the City's legislative appropriation requests which resulted in \$1.5 million awarded for the Coolidge infrastructure project.

Commissioner Asbate requested a breakdown of the grant funds received with Mr. Latimer indicating he could provide that.

Commissioner Lee confirmed the total includes the JAG grants received for the Police Department with Mr. Latimer stating those are applied for every year and then there are cycle grants such as Firehouse Subs that are quarterly. He indicated the City would submit at least for two quarters. He noted they had submitted for a T-Mobile grant last year which they did not receive but they came close so they would be applying again.

The Commission asked if the total included the public safety grant with Mr. Latimer responding affirmatively. He explained that Nadine Mann collaborated with the police and fire personnel to complete the grants. The Commission questioned the next step after Ms. Mann leaves with Mr. Latimer stating they will be rehiring for the position. He explained that Ms. Mann has also been assisting with compliance as well as the submittals.

Mr. Carrino explained there is a difference between grant writing and grant administration. He stated they need to determine what is most appropriate to be done inhouse and what could be outsourced. He noted a company that proposed a retainer relationship. He commented on the state appropriations and stated those have a lot of reporting requirements.

Commissioner Ashcraft noted that the Florida League of Cities has an arm that can assist with grant administration. He commented that the City needs to make sure they have the tools on hand to take advantage of grant opportunities.

Mr. Carrino stated that the City has not been including in their grant submittals any funding for grant administration. He indicated that may help the City get grants but then the City has to absorb that cost.

Commissioner Lee asked if the grant writer also receives a portion of any grant that is awarded or do they only received a salary. It was confirmed that they have a set salary.

Discussion was held regarding whether or not it would be cost effective to outsource grant writing with Mr. Latimer indicating the cost to outsource is more than what would be cost effective. He indicated the salary is currently in the mid-\$40,000 range.

Discussion was held regarding whether or not \$40,000 is sufficient for the position in order to get someone with experience. Discussion was also held regarding hiring a grant administrator or outsourcing the grant writing and the possibility of utilizing more than one company to do the grant writing.

Mr. Carrino explained the City periodically advertises for professional companies for various services. He stated they previously included grant writing in those ads but did not receive any responses. He indicated staff will be reissuing that advertisement specifically for grant services. He noted that most companies specialize in certain types of grants so they may need to obtain multiple companies. He stated that grants administration is different and they could possibly only use one company for that. He indicated staff will need to do some research to identify how to secure the grants and then how to administer them.

Commissioner Ashcraft suggested reaching out to the City's lobbyist with Mr. Carrino noting that they have utilized Fred Fox in the past who helped the City obtain FRDAP and CDBG grants. He explained that he does it at risk with the hope the City would hire him to administer the grants. He added that Sam Brinson has a relationship with the South Florida company.

Further discussion was held regarding how fast they need to move and the benefit to having someone inhouse.

Mr. Latimer reviewed the Downtown and East Town CRA activities including redevelopment agreements and updating the redevelopment plan. He added they continue to work on infrastructure improvements including the seawall, street improvements and wayfinding.

The Commission asked what he needs that he doesn't have, besides a grant writer, with Mr. Latimer responding that he could use some temporary administrative support as he will have to take over the grant writer function until that position is filled. He cited specific activities that would include such as the gateway grants and the downtown incentive program.

Mayor Hawkins asked how long does it take to go through the hiring process once someone is identified with Karen Crouch responding, once identified, about two weeks. The problem is finding the right person.

Mayor Hawkins asked about the salary matrix with Ms. Crouch responding that they have a company that does the salary comparison and indicated they now may have a better idea of what is needed for the grant writer position.

Commissioner Asbate expressed support for outsourcing but noted that companies often want their payment upfront instead of waiting for payment from the grant proceeds.

Development Services

Mike Lane, Development Services Director, explained what the department oversees and provided statistics for the current fiscal year versus previous years. He noted that Eustis is the third largest city in Lake County. He cited the Eustis Village visitors per

year as compared to other areas. He reviewed the City of Eustis retail rankings identified through Placer. He indicated that the area around Eustis Village is underutilized. He commented on the need to get the word out about the City's retail statistics.

Mr. Lane reviewed some of the department's activities and plans for improvement including the implementation of a software program such as GovWell which will streamline the department and make it more efficient. He cited the department's work with Kimley-Horn for revision of the land development regulations and architectural design guidelines. He commented on recommended changes to the landscape requirements including caliper vs. canopy, addition of shrub requirements, tree bank and tree mitigation fund. He cited the need for buffer requirements between buildings and how that could supplement the America in Bloom activities.

Mr. Lane reported on the need for the City to complete the Evaluation and Appraisal Report for the Comprehensive Plan pursuant to state statute. He then reviewed the recommended changes to the "table of uses" and cited recommended changes pertaining to hookah/vapor bar taverns and self-service storage facilities.

Vice Mayor Ashcraft asked about code requirements for maintenance of landscaping with Mr. Lane confirming there are requirements for irrigation and explained why the retailers don't always use or maintain the irrigation.

Commissioner Asbate commented on several code enforcement issues regarding failure to maintain their landscaping. He cited the need to make sure building plans are archived digitally. He then asked Mr. Lane's feelings about the presentation by Mike Goman

Mr. Lane responded that Mr. Goman was on point and agreed there are companies that could be hired to assist City staff. He indicated they would probably have to go through a procurement process which would help get it right.

RECESS: 2:57 P.M. RECONVENE: 3:06 P.M.

Library

Ann Ivey, Library Director, commented on the improvements to the library since joining the Lake County Library System. She announced the library's implementation of an e-book app. She cited the various notices they send out and their new website. She commented on their newest data base of Peterson which provides online practice testing and the positive feedback they have received. She noted there is also an online resume builder as part of it. She indicated they are going to be setting up an AI dedicated computer as well. She commented on how all the new activities are increasing the library's membership.

Ms. Ivey then reviewed plans for upcoming programs including a grant to expand the meeting room space which was awarded to the library. She explained that once the plans are done they will be eligible for two other grants that would award \$1 million for construction. She further explained what those plans would entail.

Ms. Ivey then reported on the revision of the interlocal agreement for the library system and commented on her involvement in that revision. She cited upcoming activities and noted they are publicized through Facebook and Instagram. She stated their circulation was up to 100,000 per year. She emphasized activities they are doing through a variety of partnerships.

Vice Mayor Ashcraft asked if Eustis has the largest circulation in the County with Ms. Ivey indicating that the City ranks 4th but they do have the most available materials. He asked about additional marketing with Ms. Ivey indicating they are also sending flyers to local churches to get circulated to their parishioners. She noted that is only for the bigger events. She indicated they have started using social media blasts as well and added they are working with the new Communications Manager to see how they can make the library more visible.

Mayor Hawkins asked if the City could put a department spotlight in each month's water bill or online.

Commissioner Lee complimented Ms. Ivey on their America in Bloom activities who noted that is part of their partnership with the Ag program. She noted they are hoping to bring back the Wills and Trusts program. She indicated they won't be having tax preparation in 2025 due to the lack of space.

Finance

Lori Carr, Finance Director, explained that Finance is over four divisions: Finance and Accounting, Purchasing, Water Customer Service and Information Technology (IT). She invited Bryce Hale to come up first to discuss IT.

Mr. Hale, IT Director, noted they have doubled the City Hall internet speed and they are moving to eustis.gov at no cost. He announced that IT has moved to the second floor at the Annex. He commented on the installation of three interactive white boards that will be installed at the Police Department, Fire Department and City Hall. He stated they have purchased 55 Toughbooks for PD and EFD. He noted are selling outdated computers to employees for \$10. He announced they have fifty new security cameras being ordered. He stated the purchase order is in process. He indicated they will be installed at Ferran Park, Sunset Park, Eustis PD, Evidence Barn, Community Center, Rec Center, Water Plant, Women's Club and Clifford House.

Mayor Hawkins asked how soon the cameras will be installed with Mr. Hale responding the vendor will begin installation as soon as the check is in their hand. He expressed support for getting the cameras in the park installed prior to Georgefest. He then commented on his five-year dream list. He indicated the City has 30 switches with a third of them needing to be replaced in the next five years. He commented on the possibility of obtaining grants to assist with that. He stated that his five year plan is to get cameras installed at Wastewater, Police Department and the exterior of all City buildings. He then commented on the need for more wireless access points and the need to improve the sound in the Commission Room, Community Building and Women's Club.

Mr. Hale then cited the following needs: 1) upgrading the phone handsets; 2) new servers for City Hall, EPD and the Water Department; 3) upgrade PC's and laptops; 4) upgrade all monitors so all have a minimum of 27" monitors; 5) cleanup wiring closets; and 6) hiring a network administrator. He confirmed they would be addressing the Commission Room sound and would be doing additional training for running the sound system and livestreaming.

Ms. Carr reviewed the Purchasing Division responsibilities and noted that they are working on a succession plan for the division due to the eventual retirement of the current Purchasing Director. She then commented on Water Customer Service and cited their responsibilities including the implementation of the new incentive for utilizing

the electronic billing and online payment. She noted they would have a table at Georgefest to try and publicize that program. She stated they would be implementing new credit card scanners which would allow them to accept payments from ApplePay, GooglePay and the chip reader. She stated they are working with Edmunds to allow online applications.

Mr. Hale explained the new credit card readers would have to be installed wherever they process payments.

Ms. Carr explained they are planning to revise the utility routes to make them more efficient. She stated they are going to discuss with Waste Management them using the same revised utility routes to make the garbage pickup more efficient as well. She indicated they also want to update the utility rates so that they encompass all of the peripheral services as well.

Commissioner Lee asked about credit card surcharges with Ms. Carr indicating there will be a discussion at the first Commission meeting in February. She stated they currently pay a 3% credit card fee which is absorbed for any payments made at Customer Service but it is added at any of the remote locations.

Ms. Carr stated that the City is very fiscally sound with very little debt. She indicated Finance is currently fully staffed. She stated they are looking to revamp the entire budget and streamlining several processes. She noted that the new Asst. Finance Director has found a number of discrepancies in the City's accounting software system; however, they are being resolved. She indicated that the problem seemed to occur when Edmunds reports were dumped into their other accounting system.

Mayor Hawkins asked how long the City has been relying on inaccurate figures with Ms. Carr indicating probably since the program was implemented ten years ago. She explained where the issues were occurring.

Mari Leisen, Assistant Finance Director, explained mostly it was some of the expenditures not tying to the proper department.

Mr. Carrino explained that Edmunds and Gravity do not communicate well. The City has had Edmunds for ten years but Gravity only a few years. He stated they are not continuing with Gravity.

Ms. Carr explained there were no material errors. She commented on how they are trying resolve a number of issues and become more efficient. She then reviewed the other responsibilities within the department including Accounts Payable, Payroll, Budgeting, Risk Management (excluding Workers Comp.). She cited their plans for the next five years including replacing the ERP system or revamp the existing one. She provided a rough estimate of \$1 million for that. She noted there are a number of systems in use throughout the City and stated she would like to bring everything into one system.

Commissioner Asbate asked if there are grants for that with Mr. Hale indicating there is.

Ms. Carr further commented on their work on succession planning, revising the financial policies and documentation of all processes and procedures. She commented on her efforts to get all of the staff more aware of each other's duties and doing more cross training. She indicated one of her staff members is trying to get CGFO certification. She stated her interest in adding a grants compliance and reporting

position. She commented on the amount of paperwork required for a number of the grants and FEMA funding.

Ms. Carr commented on the availability of cybersecurity grants. She noted the ability to seek grants ahead of time based on the five-year CIP. She added that the amount of allowed administrative cost has been increased to 15% for FEMA awards although they are currently 10%. She cited the amount of paperwork required for state and federal awards.

Discussion was held regarding the need for a more comprehensive grants process and how that is being developed.

Human Resources

Karen Crouch, Human Resources Director, noted she was the Benefits Administrator for the first part of the year and cited other issues during the previous fiscal year including the retirement of the previous HR Director. She noted that Jamie Tusing was promoted to HR Coordinator when she was promoted to HR Director. She cited the hiring of Molly Schmidt and Sally Alford.

Ms. Crouch commented on the complexity of the hiring process and reported that in 2024 the City hired 56 fulltime employees, 32 part-time, 17 volunteers and one Commissioner. She cited the costs of hiring new employees. She stated the City has approximately 244 employees. She commented on the amount of paperwork involved whenever there is turnover. She then explained they also maintain the employee benefits, union negotiations, budgeting, ensure the City meets all federal labor requirements, provide employee training, fulfill public records requests, track family medical leave and stage two employee events each year.

Ms. Crouch commented on their goals for 2025 including revising the City's Personnel Rules and Regulations. She noted the need for some new policies to be written and indicated they are currently in negotiations with both labor unions. She indicated they are working with the City Clerk's office regarding the City's board and committee volunteers. She stated their intent to implement local GovU training program provided by Public Risk Management. She commented on the need for additional training for new supervisors including creating a supervisory manual regarding processes and procedures. She stated they want to encourage staff members to take advantage of the Feeling Fit program. She concluded noting they are working to reduce worker's comp. injuries.

Mayor Hawkins asked about the use of interns with Ms. Crouch noting the use of a high school intern by Public Works to do scanning.

Mayor Hawkins asked if the City could expand on the intern program with Ms. Crouch noting the City does have volunteers including those at Parks and Recreation and the Library as well as board members. She indicated they hired 17 volunteers in 2024. She commented they could possibly expand the intern program through UCF. She cited an intern in Development Services and some at the Police Department.

Ms. Crouch commented on the reason for most of the turnovers due to low salaries. She stated most of the City's salaries are not very competitive.

Discussion was held regarding turnover and how competitive the City's total benefit package is.

Mayor Hawkins asked about whether or not the City has a discussion with new employees about financial planning with Ms. Crouch indicating the City has a company it contracts with that does provide financial planning advice.

Ms. Crouch noted that the City does send out benefit summaries annually. She explained you can't really do it for brand new employees due to the need for them to select different benefits regarding insurance.

Discussion was held regarding salary comparison studies and how salaries are determined.

Commissioner Asbate commented on the anticipated salary for a grant writer with Ms. Crouch commenting that the previously cited \$110,000 is more than many of the City's department directors are paid. She indicated that most people that want to work in the public sector know that the salaries aren't as high as the private sector. She indicated that the salary survey that's mailed out may have that position but expressed concern that the City can't compete with the larger cities in south Florida or north Florida.

Mr. Carrino commented on the City's outsourcing of the Building Official position due to not being able to meet the salary expectations. He commented on the need to balance internal equity versus external comparison. He explained the point system only deals with internal equity.

Discussion was held regarding the grant writer position and salary and upcoming projects that would require some grant funding.

Ms. Crouch commented on the need to rework the grant writer job description for point factoring.

Discussion was held regarding the need for two actual positions - one grant writer and one grants administrator and the possibility of outsourcing.

Parks and Recreation

Sam Brinson, Parks and Recreation Director, reviewed the department responsibilities. He commented on his efforts to improve the customer service and teamwork aspects of the department and how he worked to get more buy-in from his staff. He then cited other changes to the department including increasing the summer camp registration, changed the senior program breakfast to include foods beside doughnuts, and implemented a teen program.

Mr. Brinson noted he hired a new Teen Coordinator to facilitate that program. He then cited a number of new athletic programs implemented and various new events. He commented on improvements being made to the City's parks and various buildings. He stated he would like to expand the department to include maintenance of all the City's parks. He confirmed they utilize a checklist for maintenance of all the parks and facilities. He indicated that they would put in a work order for some repairs on the boardwalk and stated he would like to replace the entire boardwalk.

Mr. Brinson stated they have the master plan done for Carver Park which is being reviewed by the City Manager. He added they are still waiting on the cost estimate. He announced he would like to create a Parks and Rec Board. He noted a resident had informed him how they could get inexpensive pole lights for one of the soccer fields. He expressed support for getting community members involved as part of a board. He stated that part of their problem is lack of space and expressed support for the Service

Center being placed back under Parks and Recreation. He indicated he would like to move the youth program to the Service Center and then operate the teen program out of the current space. He commented on the need to improve the community building.

Mr. Brinson indicated he would like to seek accreditation through the National Parks and Recreation Association which will assist them with obtaining additional grants. He explained it does not cost; however, there is a list of things they have to do. He explained representatives from other accredited programs will come to the City and provide advice about what needs to be done before applying for the accreditation. He then commented on the part-time Recreation Aides. He stated he would like to expand the staff to more fulltime positions which would make them more dependable. He commented on the need for more lifeguards. He indicated they can't keep the pool open year round due to the lack of lifeguards. He noted they do have a pool heater which would allow them to keep it open.

Discussion was held regarding pool hours, the lack of sufficient lifeguards and how much the lifeguards are paid.

Mr. Brinson discussed the need for a Parks and Recreation master plan which would be needed for the accreditation. He explained that the only master plan they have is for Carver Park alone.

Discussion was held regarding the cost for a Parks and Recreation master plan with Mr. Brinson indicating that Kimley-Horn quoted \$160,000 for such a plan.

Mr. Brinson commented on the benefits to becoming accredited and the need for regional events.

Discussion was held regarding installing a greenhouse at the community garden and utilization of hydroponics.

Mr. Brinson commented on the possibility of placing a pickleball court where the tennis court is at Carver Park with the addition of lighting. He noted they also are looking at the Service Center for a pickleball court. He indicated that Umatilla is helping with the maintenance of the skate park. He indicated they need to add lights there with him planning to install solar lighting. He added that quotes have already been received and they are going through the purchasing process.

Commissioner Lee asked what he would do with the service center with Mr. Brinson indicating he would put the 5 to 12-year-olds there, which would be closer to the elementary school, and he would build a playground in the open grass area in the back.

Discussion was held regarding whether or not the facility would still be available for rentals. Discussion was held regarding the former American Legion building which was demolished.

Public Works

Rick Gierok, Public Works Director, provided an overview of the responsibilities of the Public Works and Utilities departments. He indicated he has 97 employees and noted that Greg Dobbins is over Utilities. He provided a breakdown of all of his divisions and staff members over each division. He commented on how they have improved the City's fleet of vehicles. He stated they have moved some equipment and people to Parks and Recreation.

Mr. Gierok reported on information received from Rotellus regarding the eastern wastewater plant and how to break out the costs between the plants. He indicated that they will be coming back before the Commission and stated they do not see the losses from the eastern plant as being the same as what was presented during the rate study.

Mr. Gierok reviewed the status of the various capital projects and upcoming projects. He commented on the good models they now have for all of their lines and explained that will facilitate the projects. He reported on the inspections on the various tanks and the infiltration and intrusion testing and repairs. He explained challenges facing Utilities, including PFOS testing, water initiatives, and fluoride treatment. He stated that the City's current water permit requires the fluoridation. He indicated that would remain the same until the Commission directs him to change the permit. He reviewed the status of sidewalks and paving projects, including issues with the concrete-based roads. He commented on the increase in cost for the paving. He explained that they are doing a new PCI study being done that will reprioritize the roads. He cited the Clifford House and America In Bloom projects. He reviewed the planned roadway improvements for 2024-25. He stated the seawall construction would be after Georgefest but before 4th of July.

Mr. Gierok reported on the paving of dirt roads in the City. He explained that the problem with just paving them is they need property for the stormwater ponds to do flood attenuation. He reported on the Corey Rolle Field project. He indicated the stairs would be in the next phase which is in the current fiscal year. He then reviewed some of the future plans including the re-organization of Public Works and succession planning. He explained how he wants to re-organize. He cited the issues with the poured concrete road base streets. He explained what needs to be done on those streets and how it needs to be funded.

Mr. Gierok commented on the aging of his street workforce and cited the number of key employees that will be leaving. He indicated that the City only pays equipment operators \$18.93 per hour and elsewhere they are making over \$30 per hour. He expressed concern regarding how the City will function when they leave and how those positions will be filled.

Commissioner Ashcraft asked about the FDOT maintenance agreement with Mr. Gierok indicating there has been no action on it yet. He indicated he does have funds in the budget for the maintenance; however, FDOT is still doing the maintenance at this time.

Commissioner Lee thanked Mr. Gierok, Greg Dobbins, Michelle Saxman and Sally Mayer for their work on the AIB project.

Commissioner Asbate asked if they are ok with sidewalks and stormwater based on the new master plan with Mr. Gierok responding affirmatively.

Commissioner Asbate asked if the City could construct a parking garage utilizing a subcontractor rather than a developer with Mr. Gierok stating staff obtained some competitive pricing based on a design-build prior to the Atrium proposal. He indicated they have the design package already written and estimated a timeframe of eight months.

The Commission complimented Mr. Gierok and his staff for all of their work and how they save the City money.

Fire Department

Mike Swanson, Fire Chief, commented on the number of structure fires in the current fiscal year. He noted the five-year ISO review would be upcoming. He stated he is in the process of hiring a new Fire Captain and they are a little short on firefighters. He reported on the total calls for 2024 and stated that most of the calls are between 8 a.m. and 8 p.m. which results in many times both vehicles responding to calls at the same time. When another call occurs another city or the county has to respond.

Chief Swanson noted that the department no longer has to respond to assisted living/nursing home calls. He indicated that the City's calls pretty much stay the same year round. He explained that the response challenge is the need for a station on the north end. He expressed support for pursuing the public safety facility and emphasized they need a third truck on the road.

The Commission asked about the City taking over a county station to the north with Chief Swanson indicating that would not help the City's ISO. They asked if the City could put a rescue truck on the north side at a County station with Chief Swanson indicating he has not pursued that. He noted they already place the rescue truck somewhere on the north end. He emphasized he needs another full station on the north end. He explained he is indicating the northwest section of the City such as towards Grand Island.

Commissioner Asbate asked the cost for a new fire station with Chief Swanson estimating \$1.2 million. He noted the fire truck has already been ordered. It was noted that the County puts up a mobile home until they can build a station with Chief Swanson stating that would be possible if they could identify a piece of property to put it on. He indicated that the City really needs to identify the property for a fourth station as well before property rates increase further.

Chief Swanson noted that both Tavares and Mount Dora have relocated their stations which has impacted the City's responses as well. He confirmed they would need two or three acres for a fire station only. They would need up to 15 acres for a public safety facility.

Craig Capri, Police Chief, recommended they build the joint public safety facility in the north area where the Fire Department needs it to be.

Commissioner Asbate commented on the City-owned properties and the possibility of either selling those and using the funds to purchase property for the fire station or possibly doing a land swap.

Discussion was held regarding the old Eustis Commerce Park property and the need to identify property for the next fire station.

Chief Swanson indicated he could generate heat maps for review by the Commission. He commented on the auto aid mutual aid software being built into FirstWatch. He then commented on the City's fire command staff. He stated the department has met 100% of the training requirements for the 2024 ISO rating. He reviewed all of his personnel's certifications. He noted the department received four grants for his people to attend paramedic school. He cited various other training they are undergoing. He indicated he would be undertaking the fire inspector duties for a while because of his fire inspector resigning. He explained that is so he can get a better feel for the position before hiring a new person.

Chief Swanson reported on the implementation on new software - GovWell - which allow businesses to pay their fire inspection fees online. He reviewed their inspection statistics. He stated current challenges including staffing and retaining personnel. He commented on union negotiations and succession planning. He cited how personnel don't necessarily want to be promoted. He then commented on the difficulty in obtaining equipment and the possible need to order a new truck before the other one is received due to how long it takes to get a new truck. He announced his firefighters are training on the new truck and once it is completely on the road they will do the wet down, push in, ceremony.

Police Department

Chief Capri commented on the state of the department when he was hired and the number of vacant positions. He explained some changes since then including the addition of school resource officers. He cited the department's technology, addition of radios to the cars, implementation of consolidated dispatch, two new motorcycle units and two new canines.

Chief Capri explained they are full service dogs but they will not be trained for marijuana due to possession of marijuana not being prosecuted by the courts. He stated they will work an 11-hour shift. He expressed the opinion that there will be more grant money provided for police departments. He commented on the security that will be implemented for Georgefest. He noted there are currently two openings for police officers and interviews are scheduled. He commented on the department's community engagement activities and on his efforts to keep the Commission informed about incidents and activities.

Vice Mayor Ashcraft asked about the code enforcement lien collections with Chief Capri stating it's going Ok. He indicated that since EPD took over code enforcement things have improved. Vice Mayor Ashcraft asked about the speed zone enforcement tickets with Chief Capri responding that the first hearing on appeals would occur that month.

Mayor Hawkins asked about the narrowing of the lanes and if there are any issues with it.

Chief Capri commented he has seen some issues and stated his opinion that more accidents will occur at the intersection by City Hall.

Chief Swanson responded that has slowed down the fire trucks and will continue to do so. He explained they have to wait to pull into both lanes since the trucks won't fit in one lane.

Discussion was held regarding the affects of the road narrowing and how it will probably reduce the amount of 18-wheeler traffic. Discussion was also held regarding keeping the public informed about the project.

Chief Capri commented on the need for additional positions and the possibility of adding a new position each year for the next five years.

Mayor Hawkins asked if the Police Department has hot spots and what is his biggest problem with Chief Capri stating they do not have hot spots and noted the reduction in crime statistics. He stated his biggest challenge is quality of life issues such as homelessness and dumping. He commented on his expectations for his personnel and how they respond to incidents.

The Commission complimented Chief Capri on his accessibility and expressed appreciation for his work.

Commissioner Lee complimented all of the department heads on their presentations and the information provided.

Mayor Hawkins complimented Assistant City Manager Miranda Burrowes for her work with the Commission.

Vice Mayor Ashcraft commented on the challenges facing the City most of which boil down to money.

Mr. Carrino thanked everyone for pulling the information together on such short notice.

Commissioner Asbate cited the following items to be worked on as follows: 1) Hiring a consultant; 2) Starting a parking garage; 3) Architectural guidelines in the Central Business District; and 4) Scheduling a follow up workshop by end of February. He expressed support for hiring the consultant by the end of February.

Mayor Hawkins expressed agreement with those items. He commented on the need to move forward as quickly as possible.

Commissioner Asbate suggested discussing a date for a follow-up meeting at the January 16th meeting.

2. Adjournment: 6:10 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, January 16, 2025 – City Hall

Invocation: Moment of Silence

Pledge of Allegiance: Commissioner Emily Lee

Call to Order: 6:02 p.m.

Acknowledge of Quorum and Proper Notice

PRESENT: Commissioner Emily Lee, Commissioner George Asbate, Vice Mayor Gary Ashcraft, Mayor Willie Hawkins

ABSENT: Commissioner Michael Holland

1. **Agenda Update**

Miranda Burrowes, Assistant City Manager, stated that there is an updated version of the downtown incentive program on the dais.

2. **Approval of Minutes**

January 2, 2025 City Commission Meeting

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

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

3. **Presentations**

3.1 Incoming Mayor's Message from Mayor Willie Hawkins

Mayor Willie Hawkins delivered his Incoming Mayor's message to the City Commission and members of the public.

3.2 Library Award Presentation

Ann Ivey, Library Director, explained the new award program for Library staff members they established to recognize each other for kindness and excellence in the day-to-day operations of the library. She stated the program is called the LIBRARY EXCELLENCE AWARD PROGRAM (LEAP) where staff nominate each other every month and Certificates of Achievement are given out at morning meetings to each person who was nominated. She indicated the program was started in May of 2024 and had 81 total nominations. She explained that the staff member with the most certificates would be recognized with a dinner/gift card and acknowledgement by the City Commission. Ms. Ivey presented the first annual award to Carrie Cottrell, Library Assistant II, and noted that Ms. Cottrell was nominated 11 times during the year by her teammates.

Jerry Gunther and Derek Wallace from G3C2 presented their monthly update. He explained they decided to focus on lot three first. He indicated they are basing what they are presenting on the master plan. He stated that they are proposing a mixed use/residential use on half of the lot with parking on the other half. He explained they feel that parking needs to go in first to support what goes on the rest of the three lots. He presented four different elevations showing what has been done in other communities. He stated three were built in downtown areas and have a downtown look to them. He indicated the one different one was for AdventHealth which is a very inexpensive garage which used banners to decorate it that could be changed periodically. He commented that the master plan shows 220 spaces on the three lots which they feel is significantly under what will be needed. He cited what the master plan proposed and the amount of parking that would be needed for those uses which would result in 594 spaces being needed. He added they could reduce that by approximately 15% due to how the parking would be timed based on the uses which would result in a total of 500 spaces.

Mr. Gunther stated the most economical design for the garage would consist of two bays with two parking rows which would be located on the north side of Block 3 and would have 520 spaces if built as planned. He stated this is their biggest deviation from the master plan as they do not feel 220 spaces would be adequate.

The Commission asked about the number of parking levels with Mr. Gunther responding there would be ground level plus four levels. He added the height would be about 45 feet; however, that side of the block is much lower so a lot of it will be built in the ground. He indicated that a three story mixed use building would be on the other side and would hide the garage.

Mr. Gunther explained that the mixed use project and the parking would be done at the same time. He added that residential would be next on block 2 and explained that they needed to get some energy downtown in order to attract a hotel to the downtown area. He stated that within the next few months they will have plans for all three blocks.

The Commission asked about how they determined the amount of parking required with Mr. Gunther responding that it is based on the square footage of the lots.

Derek Wallace reviewed the mixed-use options with apartments and parking garage next to it. He presented renderings and explained that retail would be on the first floor, office space on the second floor and residential on the third floor. He added that it would sit back from the road and there would be some parking in front of the retail space. He noted the possibility of outdoor seating as well. He stated the purpose of the renderings is just to show their concepts to see if they are going in the right direction. He added they are separate buildings with residential on the inside.

The Commission asked if it is possible to surround the parking garage with retail to be more aesthetically pleasing.

Mr. Wallace responded that the parking and residential portions of the design would include first floor as retail use. He added that, at this point, they can probably do just about anything they want. He stated that there is only so much retail they can put in that area due to the amount of time that would be required to find quality retail tenants. He explained how their financing approvals are based on the tenants they have already arranged.

The Commission asked about the number of residential units with Mr. Wallace indicating it currently reflects 80 units.

The Commission then asked about the amount of retail space with Mr. Wallace responding number of tenants would be based on the amount of space each type of tenant requires.

The Commission asked if they should conduct a market study first prior to designing the buildings with Mr. Wallace stating that, at this time, he has only designed a box. A feasibility study will be needed to determine what the retail/office space is designed for.

Mayor Hawkins asked where the entrance to the garage would be located with Mr. Wallace responding that the entrance would be off MacDonald.

Commissioner Asbate asked about the location of the parking garage and expressed concern regarding walkability for the downtown area. He stated his thought that it would be better placed on the outside of the area, not the interior. He expressed support for a market analysis. He asked that future reports be provided sooner so the Commission has the time to review prior to the meeting. It was suggested that they can review what was provided and further discussed the following month. He further expressed support for the City to hire a consultant as soon as possible and emphasized the need for walkability.

Mr. Wallace commented on their need for the market analysis so they can obtain their financing.

The Commission discussed walkability and the location for the garage.

Commissioner Lee asked them to review the contents of the documents provided and then they can discuss it at the next meeting.

Mr. Gunther stated the recommended location for the garage is the furthest east of downtown and is the furthest south where a garage could be placed. He added that eventually they will need additional parking on the north side. He stated that people will not rent an apartment and then want to walk three blocks. He said it would be difficult to get it financed that way.

Further discussion was held regarding the best location for the parking.

Mayor Hawkins asked if the garage would also provide parking for the convention center.

Discussion was held regarding the convention center/community center and the need to make sure they don't compete with each other.

Commissioner Lee asked about the additional sections of the booklet provided.

Mr. Wallace reviewed the various sections of the booklet provided. He indicated they have had discussions with a hotel developer. He stated that the developer should have a feel by April as to whether or not there is an interest to move forward. He added that it would not be easy to get a hotel. He further stated it would be 18 months before they could even start.

Mr. Wallace stated that Tab 4 provides information regarding a firm that sources vendors for the mixed use. He indicated they are a very well respected company and they have expressed interest in bringing vendors to Eustis. He stated the final tab is regarding design guidelines so they have something to start from. He commented that they are unable to proceed until the City gets its consultant so they receive direction from the Commission.

Mayor Hawkins stated that based on previous discussions the hotel and/or convention center was always going to be on Block 1. He further stated they know they will need parking so where else could they put it. He commented on walkability versus the ease people want for parking.

Discussion was held regarding parking versus valet parking, the best location for the garage and the need for parking for the downtown residents. Comments were made about asking the downtown businesses and their employees to not park in the downtown parking spaces. Discussion was held regarding not slowing up the process and the need for a consultant to help them start making some decisions. It was stated that they need to allow G3C2 to continue developing their ideas rather than squashing their ideas.

Discussion was held regarding allowing G3C2 to proceed with their plan so they have a base for the next month. Commissioner Ashcraft noted they would not be meeting with the consultant until the 13th.

Mr. Wallace stated they cannot order the feasibility studies under the current agreement. He said without a pre-development agreement, they can't spend additional funds. He commented on the funds already expended by the company and emphasized the amount of work that goes into the design.

Mr. Gunther asked how soon the City will have a consultant in place with Ms. Burrowes stating that the goal is to have a consultant on board prior to the workshop so they can attend. She added that currently the City Manager is requesting information from potential providers.

Commissioner Ashcraft recommended that G3C2 not do another thing until the City decides what they want to do with the consultant.

Mr. Gunther stated that the parking garage can be relocated anywhere. It was noted that the Mount Dora parking garage is rarely used because it is on the outskirts of downtown.

Commissioner Ashcraft questioned why they would want G3C2 to do anything further until they get the consultant onboard.

Further discussion was held regarding whether or not G3C2 should move forward before the consultant is brought onboard. Concern was expressed regarding the development of the master plan and how it was developed using feasibility studies and public opinion.

Mr. Wallace explained they will have to do a feasibility study and have a concept plan in place in order to get their financing.

Mr. Gunther commented on the high cost of the residential and the expectations of those residents. He emphasized that the parking will have to be in the downtown area.

The Commission further discussed whether or not to allow G3C2 to move forward or to wait until the consultant is chosen and the possibility that the different consultants will have differing opinions.

Commissioner Ashcraft commented that the Commission knows what they want and where and questioned why a consultant is needed.

Mr. Wallace stated that each block has a different feel and emphasized they can't be all done at the same time. He indicated they would be bringing back Block 2 at the next presentation.

Commissioner Ashcraft confirmed their opinion that the hotel cannot be the first thing that's built.

Mr. Gunther commented on the possibility of doing a pre-development agreement for each block individually. He stated that the other blocks will be very similar to the master plan with a hotel and restaurant and convention center on block 1 and most of the residential on block 2.

Mayor Hawkins stated it was a consensus for them to move forward with Mr. Gunther indicating they would continue to work on the project.

RECESS: 7:08 p.m. RECONVENE: 7:15 P.M.

4. Audience to be Heard

Marie Alberti, President and CEO of Lake Eustis Area Chamber of Commerce, announced the monthly Sip and Stroll Sunset event on January 30th with entertainer Mark Houghton in Pocket Park at 6:30 p.m. with Hickory Hill Realty and Property Management sponsoring. She noted the Chamber will be accepting registration from businesses to participate and support each other. She indicated the event will start at the Chamber of Commerce building with a stroll through the downtown. She added the Georgefest Breakfast would be held on February 5th at Lifepoint Church. She highlighted other Georgefest activities and events.

Shekita Hill and Pastor Kelly thanked City Commission for its support with the Martin Luther King Jr. event to be held January 19th at Trinity Church at 4 p.m. with a gospel concert, and the Unity Walk and breakfast on January 20th. She commented on the speeches from young people to be judged and opportunity to recite their speeches on Monday at Ferran Park. She explained the speech program and encouraged participation from the young people.

5. Consent Agenda

5.1 Resolution Number 25-10: Approval of Annual Purchase in Excess of \$100,000

5.2 Resolution Number 25-12: Seventh Addendum to the Amended and Restated Solid Waste And Recycling Collection and Disposal Contract

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

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

6. Ordinances, Public Hearings, & Quasi Judicial Hearings

6.1 Resolution Number 25-11: Fine Reduction/Release of Lien - 1601 Orange Drive

Sasha Garcia, City Attorney, announced Resolution Number 25-11: A Resolution of the City Commission of the City of Eustis, Florida; providing for a reduction of outstanding code enforcement fines and release of a code enforcement lien recorded against 1601 Orange Drive, upon full payment of the reduced fine.

Eric Martin, Code Enforcement Supervisor, presented the terms of the resolution and explained the proposed reduction is from \$28,750 to \$13,230 with the release of lien once the fine is paid. He stated staff's recommendation for approval.

Commissioner Lee asked why they are recommending a substantial reduction.

Mr. Martin explained the property was the subject of a tax deed sale in December 2023 and at the time the fines were \$95,000. The City received \$66,000 from the tax deed surplus. The \$28,750 was what was not paid from the proceeds. The applicant requested a reduction to zero and the Code Board denied that and recommended the reduction to \$13,230. He confirmed that the new owner has brought the property into compliance and renovated it.

Mayor Hawkins confirmed that the fine was on the old owner and that all the fines accrued under the old owner.

Mr. Martin stated the old owner was Godly Trust. He explained that the lien against the property carried over. He said any liens that are not paid through a tax deed sale are incumbent upon the new owner. He explained that the amount from the tax deed usually is sufficient to pay off the lien so the Commission never sees those.

Craig Capri, Police Chief, expressed concern about trying to get money from an innocent person and Mayor Hawkins agreed.

Attorney Garcia explained this was a non-traditional purchase. It was purchased through a tax deed sale. She indicated that in a traditional sale, they would have done their research and would have satisfied the lien prior to the sale. She explained that it is a buyer beware situation. In this case, the lien was not extinguished through the tax deed sale leaving the new owner responsible for the balance.

Mr. Martin stated that the new owner did request a full waiver which the Board denied. He explained that, in the past, the cases would come before the Commission as a release of lien and would ask to waive any remainder. He stated that the Board felt that the new owner should have done their due diligence. He indicated that the Commission has the ability to waive the remaining fines. He reviewed the history of the violation and how the fines accumulated. He commented on the improvements made to the property by the new owner. He indicated that the City costs totaled approximately \$2500.

Chief Capri expressed concern about the Code Board and support to change to a magistrate process.

Attorney Garcia stated that the Commission has the discretion to accept the recommendation of the Code Board or to vary it however they choose.

Mr. Martin confirmed that staff's recommendation was to waive the fines and not hold the new owner accountable.

Commissioner Asbate asked if he could discuss the case (since he previously served on the Code Enforcement Board) and Attorney Garcia responded he could discuss the case and vote on the issue even though he was on the Board. Commissioner Asbate commented on the Board's feelings on the case.

Chief Capri emphasized his desire for compliance, not getting money.

Commissioner Asbate emphasized the importance for consistency and treating all cases the same.

Mr. Martin explained the new owner cleared the violation and improved the property immediately in order to sell the property. The remaining lien was discovered when the new owner tried to sell the property.

Attorney Garcia explained the tax deed sale occurred because the property taxes were not paid. She stated that the Tax Collector receives the funds from the auction and anything over the amount of the unpaid taxes is paid to anyone who has a valid lien against the property. The City would have been notified of the tax deed sale and would have submitted a request for payment.

Mr. Martin explained the tax deed sale process. He stated, in this case, the City received \$66,578.11 from the auction. He asked if it was possible to change the resolution to drop the fine to zero and authorize the City Clerk to execute a release of lien.

Attorney Garcia indicated that, if the Commission wants to reduce the fine to zero, then they will have to bring it back to a future agenda. She indicated they could table the resolution and bring it back with a full waiver.

Discussion was held regarding changing the City's policy so that future cases are consistent and allowing a full waiver of liens.

Attorney Garcia opened the public hearing at 7:46 p.m.

Alan Paczkowski, chairman of the Code Enforcement Board, stated the new owner did not show up at the meeting where they discussed the application for a waiver. He discussed how the Code Enforcement Board reviews each case to make a determination. He emphasized that the Board members are not there to make money for the City and reviewed the specifics of the case.

Attorney Garcia conducted a straw poll on disposition of the resolution due to the absence of Commissioner Holland. The straw poll results were as follows: Commissioner Lee - in favor of reduction as presented; Commissioner Asbate - in favor of reduction as presented; Commissioner Ashcraft - not in favor as presented, support full waiver; and Mayor Hawkins - not in favor as presented, support full waiver.

Attorney Garcia indicated the Commission could reduce the fine but to completely waive the fine would require rewording the title of the resolution to provide for an elimination of the fine and would require postponement of consideration.

Commissioner Ashcraft suggested reducing the fine to \$100.

Further discussion was held regarding the reduction with Commissioner Lee emphasizing the need to consider each case on a case-by-case basis and Commissioner Asbate emphasizing the need for consistency.

Attorney Garcia recommended postponing the resolution to allow for a full Commission and changing the resolution to either a reduction of the outstanding lien to an amount to be determined by the Commission or for elimination of the lien.

Mayor Hawkins asked that the resolution be postponed to February 20th as he would be absent at the February 6th meeting.

Motion made by Vice Mayor Ashcraft, Seconded by Commissioner Asbate, to postpone Resolution Number 25-11 to the February 20, 2025 agenda.

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

Attorney Garcia suggested that the Commission considered a joint meeting with the Code Enforcement Board to discuss the issues.

Mayor Hawkins noted it was 8:05 p.m. and asked if the rest of the Commission wanted to continue with the agenda. It was a consensus to continue and finish the agenda.

7. Other Business

7.1 New Downtown Business Growth and Economic Sustainability Grant Program

Al Latimer, Economic Development Director, noted that October 3rd staff was asked to develop some ideas to help stimulate business traffic and growth downtown. They were also asked to work with the Chamber of Commerce and they subsequently talked with the downtown businesses. The result was a draft incentive program which was brought back for review by the Commission. Six ideas were presented to the Commission. He presented the

revised Downtown Business Growth and Economic Sustainability Incentive Program with guidelines and application so they could see the total program. He stated there are four grant opportunities proposed as follows: 1) Entertainment Grant; 2) Sidewalk Dining Establishment Assistance Grant, 3) Patrons Tour Grant; and 4) Customized Business Training Grant.

Mr. Latimer reviewed each of the grants, its specifications, maximum award, number of awards per year and total budget.

The Commission asked if one business could receive all of one grant with Mr. Latimer explaining it is limited to one award per business per year.

The Commission asked if the City would approve the entertainment with Mr. Latimer responding that they are recommending that a committee be formed of staff members to review each application. A number of things would be considered including the taste, style of the entertainment, and the timing of the event so it does not conflict with a regular City event.

Mr. Latimer explained that the Pocket Park concerts are envisioned as consisting of middle school, high school and college bands to play in Pocket Park. He added that the Chamber of Commerce could hire a performing arts band to play there as well. He suggested that could become a regular occurrence and confirmed that the entertainment would be scheduled by the business applicant, not the City. He noted the intent is also to help with the development of the various school bands.

The Commission asked about the Patron Tours Grant with Mr. Latimer explaining the tours must originate from outside of the City. He noted that the Chamber of Commerce could also apply for that category.

The Commission recommended that the Sidewalk Dining Assistance Grant be clarified as to what it does and does not cover.

The Commission asked if the downtown merchants are currently taking advantage of the business incubator and what it offers with Mr. Latimer responding that the program is more for a customized training program to assist a specific business with marketing, pricing information, inventory control, etc. He added it could help build their relationship with the incubator.

Commissioner Asbate reported there are about 370 entrepreneurs per month that take advantage of the business incubator. He stated they work with SBCC and can meet with a certified public accountant who will evaluate their issues. He added they also can go to One Million Cups who will provide assistance with a specific problem. He noted that is all for free. He suggested giving Mr. Latimer the flexibility to adjust the funds between the various programs.

Mr. Latimer confirmed that the total budget is \$50,000 but they decided to initially only utilize \$29,000.

The Commission asked if one business could apply for all of the grants with Mr. Latimer responding negatively. The Commission indicated that the restrictions regarding how frequently a business can apply should be included in the program details.

The Commission requested that staff keep statistics on the program and provide updates to the Commission on how well it is working.

Discussion was held regarding whether or not the program would apply throughout the CRA district not just within the Central Business District.

Ms. Burrowes clarified that the funds budgeted are not CRA funds but come from the economic development fund.

Discussion was held regarding budgeting some CRA funds for the program for businesses within the CRA and use the economic development funds within the Central Business District.

8. Future Agenda Items and Comments

8.1 City Commission

Commissioner Ashcraft commented on the Habitat for Humanity presentation at the recent Lake County League of Cities luncheon. He suggested that the City might want to have Habitat for Humanity run the City's housing rehab program. He expressed concern regarding how the current program has been run and stated he just wants to get the most out of the City's funds.

Mayor Hawkins expressed support for having a discussion on that issue.

Commissioner Ashcraft expressed support for having another housing rehab program funded out of the General Fund for people under certain incomes that aren't located within the CRA district.

Commissioner Asbate clarified that Mega Workplace will not charge the City for any events or classes that it holds at Mega Workplace that are for fostering economic growth and collaboration. He suggested that the Commission provide direction to code enforcement that if a property goes to tax deed sale and the City receives a portion of the proceeds due to a code enforcement lien that would be the end of it and would not need to come before the Commission. He asked about consistency in dealing with cases.

Attorney Garcia stated that the Code Enforcement Board is an independent body and cases are considered separately. She stated that their recommendations come to the Commission as an appellate.

Discussion was held regarding the decision being made on a case by case basis and the Code Enforcement Board being an independent body.

8.2 City Manager: None

8.3 City Attorney: None

8.4 Mayor

Mayor Hawkins expressed appreciation for the constructive dialogue during the meeting and stated they are moving in the right direction. He commented on how the meetings probably will be longer due to that. He announced that the Eustis African American Committee would be holding their Sassy Senior Fashion Show on Jan 24th. He added that Parks and Recreation would hold the daddy daughter dance on January 18th. He cited the oath the Commissioners take to assume their positions. He stated that oath means they are to put the City first. He commented on how the Commissioners represent the City and the importance for sworn and unsworn personnel to remember that whatever they do while in a City vehicle reflects on the City. He then announced a comedy show would be held on January 25th at the Hideaway Plaza.

Commissioner Lee asked that the City purchase a new chair for Commissioner Asbate.

Fire Chief Mike Swanson announced the Tri-City Food Drive would be held Saturday, January 25th with drop off at Station 22.

The Commission asked how many fires the department has responded to since the new with Chief Swanson responded there have been at least 15 since January 1st with an average of 1-2 per day.

9. Adjournment: 8:42 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

GARY ASHCRAFT
Vice 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: February 6, 2025

RE: Recognition of School Crossing Guard Appreciation Day

Introduction:

The first Friday in February is School Crossing Guard Appreciation Day.

Background:

Chief Capri will recognize our school crossing guards.

1. Barbara Harris
2. Jose Sanchez
3. Jennifer Tighe

Prepared By:

Elena Pasek

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: February 6, 2025

RE: Resolution Number 25-02: Appointing and Designating a Special Magistrate as City's Local Hearing Officer pursuant to Ordinance 24-11 and Chapter 316, Florida Statutes for school zone speed infraction hearings

On February 1, 2024, the City of Eustis (the "City") adopted Ordinance Number 24-11 authorizing the use and implementation of school zone speed detection systems within City limits to promote deterrence of drivers speeding through school zones, and thereby aid in further protecting the health, safety and welfare of students, pedestrians and residents.

Per Ordinance Number 24-11 and Chapter 316, Florida Statutes, the City Commission was required to designate a Local Hearing Officer to conduct proceedings. Per the relevant statutes, the City Commission could appoint its code enforcement board or a special magistrate.

The City Commission approved Resolution 24-10 designating the City's Code Enforcement Board as its Local Hearing Officer for hearings on school zone speed limit infractions enforced through speed detection systems.

Since then, the City Commission, in good faith, determined the appointment of a Special Magistrate to serve as the City's Local Hearing Officer is in the best interest of the City and its residents, respecting the demands already placed on the Code Enforcement Board members.

The City's Code of Ordinance allows for its Code Enforcement Board counsel to act as a Special Magistrate when there is no quorum at a code enforcement hearing. Given this allowance under the City Code, the local hearing officer definition under Florida law and the intent of the City Commission when it appointed the Code Enforcement Board, appointing said counsel as Special Magistrate solely to serve as the Local Hearing Officer in Chapter 316 proceedings is consistent with all applicable law and would be the most seamless designation.

RECOMMENDATION

Approval of Resolution 25-02

ATTACHMENTS

Resolution 25-02

Professional Services Contract

Requesting Department: Eustis Police Department

Prepared By: Sasha Garcia, City Attorney

Reviewed By: Tom Carrino, City Manager

RESOLUTION NUMBER 25-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPOINTING A SPECIAL MAGISTRATE AS THE CITY'S LOCAL HEARING OFFICER PURSUANT TO ORDINANCE 24-11 AND CHAPTER 316, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 1, 2024, the City of Eustis (the "City") adopted Ordinance Number 24-11 authorizing the use and implementation of school zone speed detection systems within City limits, to promote deterrence of drivers speeding through school zones, and thereby aid in further protecting the health, safety and welfare of students, pedestrians and residents; and

WHEREAS, pursuant to Ordinance Number 24-11, the City Commission designated its currently appointed Code Enforcement Board to serve as its Local Hearing Officer, having jurisdiction to conduct proceedings in accordance with Chapter 316, Florida Statutes, as such may be amended from time to time; and

WHEREAS, the City Commission, in good faith, has determined the appointment of a Special Magistrate to serve as the City's Local Hearing Officer is in the best interest of the City and its residents, respecting the demands already placed on the Code Enforcement Board members; and

WHEREAS, consistent with the City's Code of Ordinances and Chapter 316, Florida Statutes, the City Commission chooses to appoint counsel for the Code Enforcement Board as Special Magistrate solely to serve as the Local Hearing Officer in Chapter 316 proceedings; and

WHEREAS, said counsel agrees to and wishes to accept the Special Magistrate appointment pursuant to the terms stated in the attached Professional Services Agreement.

NOW, THEREFORE, be it resolved by the City Commission of the City Eustis, Florida that:

Section 1. Appointment and Designation of Local Hearing Officer. The City Commission of the City of Eustis hereby appoints Matthew C. Frey of Campione & Hackney, P.A. as a Special Magistrate to serve as the City's Local Hearing Officer.

Section 2. City Manager Authorization. The City Manager is hereby authorized to execute the attached Professional Services Agreement between the City and the law firm Campione & Hackney, P.A.

Section 3. Conflict. Any other Resolution or part thereof in conflict with this Resolution or any part hereof is hereby repealed to the extent of the conflict.

Section 4. Severability. It is declared to be the intent of the City Commission of the City of Eustis that, if any section or portion of this Resolution is for any reason held invalid or unconstitutional, by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

DONE AND ADOPTED in Regular Session of the City Commission of the City of Eustis, Florida, this 6th day of February, 2025.

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

Gary Ashcraft
Vice 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 6th day of February, 2025 by Gary Ashcraft, Vice Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-02 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

PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS AGREEMENT (“Agreement”) is entered into by and between the City of Eustis, a Florida municipal corporation (“City”) and Campione & Hackney, P.A., a Florida professional association, authorized to do business in the State of Florida (“Special Magistrate”).

WHEREAS, pursuant to City Ordinance 24-11 and Chapter 316, Florida Statutes, the City is in need of special magistrate services to serve in the capacity of the City’s local hearing officer; and

WHEREAS, the local hearing officer shall conduct hearings on challenged uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by speed detection systems in accordance with section 316.1896, Florida Statutes, as such may be amended from time to time; and

WHEREAS, the Special Magistrate has notified the City of its interest in serving as its local hearing officer for the purposes stated herein; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by Special Magistrate to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Special Magistrate agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: SPECIAL MAGISTRATE’S SERVICES. Special Magistrate shall serve as the City’s local hearing officer for uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by speed detection systems in accordance with section 316.1896, Florida Statutes. The City shall coordinate all hearing dates with Special Magistrate. At the conclusion of the hearings, the Special Magistrate shall render an order containing findings of fact, based on the evidence of record, and conclusions of law, and shall order proper relief consistent with the powers granted by Florida law. This is not an exclusive contract. The parties agree that Special Magistrate shall serve in an ex officio capacity if Special Magistrate serves other local governments as a special magistrate, and that such service to other local governments does not create duties inconsistent with serving as the special magistrate to the City.

Special Magistrate has represented to the City that the services to be provided under this Agreement will be performed primarily by Matthew C. Frey, Esq. In the event Attorney Frey is unable to attend, Special Magistrate will first seek to arrange coverage by one of the attorneys employed with Campione & Hackney, P.A. Attorney Frey or someone on his behalf shall provide notice of his unavailability and the name of his replacement as promptly as possible. Such notice shall be provided to the City Manager and City Attorney. For this purpose, email notification is sufficient. In the event the Special Magistrate is unable to provide an attorney to attend a hearing due to sickness, health reason, conflict, or other emergency, the Special Magistrate will propose a qualified attorney and such temporary replacement is subject to prior written approval by the City Attorney.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.

- a. No relationship of employer or employee is created by this Agreement, it being understood that Special Magistrate will act hereunder as an independent contractor and none of the Special Magistrate's, officers, directors, employees, independent contractors, representatives or agents performing services for Special Magistrate pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Special Magistrate is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.
- b. The City and Special Magistrate each for itself, its employees and contractors, agree that upon entering this Agreement, no member of the City Commission, no City employee, no City consultant, or other person, including a respondent or respondent's representative, shall have any ex parte communication with the Special Magistrate concerning any item before the Special Magistrate, or seek to influence, by any means, the outcome of any matter which shall come before the Special Magistrate, except a proper hearing to which all parties have been given proper notice, or have waived such notice. This provision shall not apply to any City employee or contractor assigned to assist the Special Magistrate in the performance of strictly administrative or ministerial duties.

SECTION 4: TERM AND TERMINATION.

- a. **Term.** This Agreement shall be effective on February 6, 2025 (effective date) and shall remain in effect until terminated by either party, as detailed further below.
- b. **Termination.** Either party may terminate this Agreement at any time by giving not less than thirty (30) days prior written notice of termination.
- c. **Effect of Termination.** Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement is subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Special Magistrate of such occurrence and either the City or Special Magistrate may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever. The City shall pay Special Magistrate for all services provided up to the date of termination.

SECTION 5: COMPENSATION.

- a. **Payments.** The City agrees to compensate Special Magistrate for services provided in the amount of One Hundred Ninety-Five Dollars (\$195.00) per hour. Special Magistrate shall not charge for travel time to and from the hearings. There will be a minimum guarantee of two (2) hours for each hearing unless the hearing is cancelled.
- b. **Invoices.** Special Magistrate shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Each invoice shall contain a detailed description of services and the dates of services. Invoices will normally be paid within thirty (30) days following the City's receipt of the Special Magistrate's invoice. Invoices shall be submitted to: City of Eustis, Attn: City Manager, 10 North Grove Street, Eustis, FL 32726.

SECTION 6: COMPLIANCE. The proceedings and duties of the Special Magistrate hereunder are pursuant to and shall be in accordance with Florida Statutes, the City's Charter and Code of Ordinances. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 7: GOVERNING LAW, VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Lake County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and 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.

SECTION 8: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 9: AUTHORITY TO PRACTICE. During the term of this Agreement, Special Magistrate will be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. Special Magistrates who provide the services under this Agreement must be a member of the Florida Bar and remain in good standing with the Florida Bar during the term of this Agreement. In the event Special Magistrate loses his/her good standing with the Florida Bar or becomes suspended or disbarred, the Special Magistrate shall immediately notify the City and the City may terminate this Agreement. In the event a legal conflict arises between Special Magistrate and any respondent, Special Magistrate shall immediately advise the City of such conflict and shall recuse himself/herself and take no further action in the case.

SECTION 10: PUBLIC RECORDS. Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records or designee, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

(d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Special Magistrate or keep and maintain public records required by the City to perform the service. If Special Magistrate transfers all public records to the City upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public records upon completion of the Agreement, Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

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

SECTION 11: GENERAL CONDITIONS.

11.1 Assignment. This Agreement shall not be assigned or subcontracted, except with the written consent of the City.

11.2 Headings. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

11.3 Modification. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

11.4 Waiver. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

11.5 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.6 Notices. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Special Magistrate:
Campione & Hackney, P.A.
2750 Dora Avenue
Tavares, Florida 32778

If to City:
City Manager
10 North Grove Street
Eustis, FL 32726

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

11.7 Preparation. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

11.8 Entirety of Agreement. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

11.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City through its City Manager, and by Special Magistrate, through its duly authorized representative.

SPECIAL MAGISTRATE

Campione & Hackney, P.A.

By: _____

Printed Name: _____

Title: _____

This ____ day of February, 2025.

CITY

By: _____

Tom Carrino
City Manager

This ____ day of February, 2025.



TO: EUSTIS CITY COMMISSION
FROM: TOM CARRINO, CITY MANAGER
DATE: FEBRUARY 6, 2025
RE: RESOLUTION NUMBER 25-13: APPROVAL OF DUKE ENERGY AUDIT CLOSING AGREEMENTS

Introduction:

The purpose of Resolution Number 25-13 is to accept the Audit Closing Agreement between the City and Duke Energy for money owed to the City by Duke Energy for unpaid Municipal Utility Tax and Franchise Fees.

Recommended Action:

Staff recommends approval of Resolution Number 25-13.

Background:

In June 1997, the City and Duke Energy's predecessor, Florida Power Corporation entered into a utility franchise agreement for the provision of utility service to customers within the defined Service Area.

The terms of the agreement provide for the City to conduct a periodic audit of certain fees collected by Duke Energy and payable to the City from customers within the Service Area. In November 2023, the City hired a third-party to provide for a formal audit of the Duke Energy fees payable to the City for the period of September 1, 2021 to August 31, 2024. The audit findings resulted in unpaid municipal utility tax and franchise fees in the amount of \$74,589.13.

The City and Duke Energy wish to enter into an agreement to accept the results of the audit. In addition to formally ending the audit, the agreement also provides for a payment of \$74,589.13 to the City of Eustis from Duke Energy. The City's agreement with the third-party auditor entitles them to 30% of any identified savings. In this case, the City will owe \$22,376.74 of the \$74,589.13.

The agreement has been reviewed by the City Attorney and representatives of Duke Energy.

Budget and Staff Impact:

The impact to the budget is additional General Fund revenue for the City in the net amount of \$52,212.39.

Prepared by:

Lori Carr, Finance Director

Reviewed by:

Mari Leisen, Deputy Finance Director

RESOLUTION NUMBER 25-13**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING THE DUKE ENERGY AUDIT CLOSING AGREEMENT, REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on or about June 19, 1997, the City and Duke Energy's predecessor, Florida Power Corporation, entered into a non-exclusive utility franchise agreement for the provision of such utility service to customers within the City limits ("Franchise Area") which was memorialized in Ordinance Number 97-14; and

WHEREAS the terms in Ordinance Number 97-14 provide, among other things, for periodic audits of certain fees collected by Duke Energy and payable to the City from customers within the Franchise Area; and

WHEREAS, in November 2023, the City requested a formal audit of the amounts Duke Energy collected for municipal utility tax ("MUT") and franchise fees from September 1, 2021 through August 31, 2024 ("Audit Period") from customers within the Franchise Area; and

WHEREAS, the parties wish to resolve the amount of MUT and franchise fees Duke Energy owes the City for the Audit Period.

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

1. Duke Energy will pay the City the sum of \$74,589.13 ("Audit Resolution Amount") within thirty (30) days from the Effective Date of this Agreement. No portion of this amount consists of a penalty. The City shall accept the amount as full and final satisfaction of all unpaid MUT and franchise fees for the Audit Period and any and all claims related thereto.

2. The City reserves the right to assert that Duke Energy owes unpaid MUT and franchise fees for periods other than the Audit Period. Further, the City reserves the right to assert liability not covered by or in violation of this Agreement.

3. This Agreement shall not affect the terms or conditions of any future non-exclusive utility franchise agreement the parties may enter into following the expiration of the agreement memorialized in Ordinance Number 97-14.

4. The signatories on the Agreement represent to the other that they have authority to execute this Agreement on behalf of their respective parties.

DONE AND RESOLVED, this 6th day of February, 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Gary Ashcraft
Vice-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 6th day of February 2025, by Gary Ashcraft, Vice-Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-13 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

AUDIT CLOSING AGREEMENT

This Audit Closing Agreement ("Agreement") is made and entered into by and between Duke Energy Florida, LLC ("Duke Energy") and the City of Eustis, Florida ("City") and shall be effective on the date the last party signs this Agreement ("Effective Date").

RECITALS

WHEREAS, on or about June 19, 1997, the City and Duke Energy's predecessor, Florida Power Corporation, entered into a non-exclusive utility franchise agreement for the provision of such utility service to customers within the City limits ("Franchise Area") which was memorialized in Ordinance No. 97-14; and

WHEREAS, the terms in Ordinance No. 97-14 provide, among other things, for periodic audits of certain fees collected by Duke Energy and payable to the City from customers within the Franchise Area; and

WHEREAS, in November 2023, the City requested a formal audit of the amounts Duke Energy collected for municipal utility tax ("MUT") and franchise fees from September 1, 2021 through August 31, 2024 ("Audit Period") from customers within the Franchise Area; and

WHEREAS, the parties wish to resolve the amount of MUT and franchise fees Duke Energy owes the City for the Audit Period.

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, the parties hereby agree as follows:

1. Duke Energy will pay the City the sum of \$74,589.13 ("Audit Resolution Amount") within thirty (30) days from the Effective Date of this Agreement. No portion of the Audit Resolution Amount consists of a penalty. The City shall accept the Audit Resolution Amount as full and final satisfaction of all unpaid MUT and franchise fees for the Audit Period and any and all claims related thereto.
2. The City shall issue no further assessment or other demand for additional payment of any MUT and franchise fees for the Audit Period and shall not bring any other claims arising out of or related thereto.
3. Duke Energy waives any and all rights to institute any judicial or administrative proceedings to recover the Audit Resolution Amount but reserves the right to contest any assertion of liability not covered by this Agreement or any liability asserted in violation of this Agreement.
4. The City reserves the right to assert that Duke Energy owes unpaid MUT and franchise fees for periods other than the Audit Period. Further, the City reserves the right to assert liability not covered by or in violation of this Agreement.

5. Without limiting or altering the rights and obligations of each party as expressly stated herein, this Agreement shall not affect the terms or conditions of any future non-exclusive utility franchise agreement the parties may enter into following the expiration of the agreement memorialized in Ordinance No. 97-14.

6. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida.

7. Either party to this Agreement may be entitled to recover reasonable attorney's fees and costs in any action required to enforce the terms of this Agreement should said party be deemed the prevailing party.

8. This Agreement may be executed in counterparts, and any counterparts which together contain the dates and signatures of both parties shall be deemed an original of this Agreement. True copies (including electronic signatures, transmitted by email in pdf format) shall be treated as equivalent to originals.

9. The signatories below each represent to the other that they have authority to execute this Agreement on behalf of their respective parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year written below.

Duke Energy Florida, LLC

City of Eustis, Florida

Title

Title

Date

Date



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 6, 2025

RE: Resolution Number 25-14: Parks & Rec: Pickleball Courts and Basketball Courts

Introduction:

Resolution Number 25-14 approves the installation of 4 pickleball courts, resurfacing of the basketball courts, and installation of basketball goals at Carver Park

Background:

Resolution 25-14: The approved fiscal year 2024-2025 budget includes repairing and resurfacing Carver Park basketball courts and installing new basketball goals. The current courts are cracked, unlevel, and have a fading surface, which is a safety issue. The old basketball goals will be removed and replaced with newer goals. The cost of the project includes addressing all tasks mentioned. The project is in the CIP and on the agenda for consent.

The approved fiscal year 2024-2025 budget also includes installing pickleball courts. The courts will replace the existing tennis court at Cardinal Cove and use the existing foundation to install four new pickleball courts. The project includes washing, repairing, and installing nets and gates to divide the courts into four. No construction is required. The project is in the CIP and on the agenda for consent.

The chosen vendor is CourtCo LLC. Their prices are based on Equalis Group contracts, which can be piggybacked.

<u>Account</u>	<u>Amount</u>
Capital Outlay Machinery and Equipment (Account 001-7320-572-60-64)	\$50,000
Carver Parks Improvement (Account 010-8600-572-60-83)	\$67,7000
Racquet/Tennis/Ball Courts (Account 010-8600-572-60-22)	\$50,000

<u>Project</u>	<u>Amount</u>
Pickleball Court Installation	\$45,590
Basketball Court Resurface and Basketball Goals	\$91,440

Recommended Action:

The administration recommends approval of Resolution Number 25-14.

Policy Implications:

There are no policy requirements.

Alternatives:

Approve Resolution Number 25-14

Deny Resolution Number 25-14

Budget/Staff Impact:

The CIP plan was approved for the fiscal year 2024-2025. No additional staff time will be required.

Prepared By:

Anna Vilches, Parks and Recreation Administrative Assistant

Reviewed By:

Sam Brinson, Parks and Recreation Director

RESOLUTION NUMBER 25-14

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$100,000 FOR THE PARKS AND RECREATION DEPARTMENT TO INSTALL PICKELBALL COURTS AND REPAIR BASKETBALL COURTS ALLOCATED IN THE APPROVED FISCAL YEAR 2024/2025 BUDGET.

WHEREAS, the City of Eustis Parks and Recreation Department’s approved Fiscal Year 2024/25 Budget includes \$167,700.00 in Capital Outlay Machinery and Equipment (Account 001-7320-572-60-64), Carver Parks Improvement (Account 010-8600-572-60-83), and Racquet/Tennis/Ball Courts (Account 010-8600-572-60-22) Funds for basketball goals, resurfacing the basketball courts and installing pickleball courts at Carver Park.

WHEREAS, the Parks and Recreation Department has determined the need to purchase basketball goals, resurface basketball courts, install pickleball courts at an estimated cost of \$137,030.00, and

WHEREAS, the City Purchasing Policies require that the City Commission approve any purchase in excess of \$100,000;

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

1. The City of Eustis Parks and Recreation Department is hereby authorized to purchase basketball goals, resurface basketball courts, and install pickleball courts at Carver Park at an estimated cost of \$137,030.00 utilizing funds allocated in the Parks and Recreation Department’s approved FY 2024/25 Budget; and
2. The City Manager is hereby authorized to execute any required documents for the approved purchase.

DONE AND RESOLVED, this 6th day of February 2025, in the regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Gary Ashcraft
Vice-Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: FEBRUARY 6, 2025

RE: RESOLUTION NUMBER 25-11: REDUCTION OF FINE/RELEASE OF LIEN 1601 ORANGE DRIVE, CASE #19-00737

Introduction:

Resolution Number 25-11 has been revised and provides for the City Commission to consider a compromise regarding the reduction of fines recorded as a lien against 1601 Orange Drive. The remedies proposed by the City Attorney are as follows:

- No payment shall be due, and the City shall promptly release the lien; or
- Full payment (\$28,850.00) remains due and payable to the City; or
- The lien shall be reduced to \$ _____, if said payment is received by the City within _____ days from the effective date of this Resolution. Failure to comply results in this compromise being null and void, and the original lien amount being immediately reinstated in full.

Recommended Action:

The administration recommends approval of Resolution Number 25-11.

Recent Events:

On January 4, 2025, Resolution Number 25-11 came before the City Commission to approve a Code Enforcement Order reducing outstanding code enforcement fines from their current amount of \$28,750 to \$13,230. The Commission could not come to a consensus and tabled the matter per the City Attorney's recommendation.

Background

The City of Eustis recorded two code enforcement liens against 1601 Orange Drive because the previous owner failed to maintain the property in compliance with City Code. The City could not foreclose on the liens because the property had homestead protection status.

On December 12, 2023, the property was sold to Tributa Investment LLC at a tax deed sale, at which time the liens had accrued to \$95,350.

On December 20, 2023, the city received notice from the Clerk of the Circuit Court regarding available surplus funds associated with the tax deed sale. A claim was submitted to the Court and the city received \$66,578.11. It was used to fully satisfy the code enforcement lien for Case 19-00529. The remaining funds were applied to partially satisfy the fines for Case 19-00737.

On January 23, 2024, the Code Enforcement Department notified the new owner of the outstanding code violations on the property, which were quickly resolved in less than 30 days. The neglected single family residential dwelling was also completely renovated.

On November 8, 2024, the new property owner submitted a fine reduction application requesting that the remaining \$28,750 fine balance be reduced to \$0.

On December 9, 2024, the Code Enforcement Board reviewed and denied the applicants request but agreed to reduce the remaining fine balance to \$13,230, upon approval from the City Commission.

Community Input

No adjacent property owners attended the Code Enforcement Hearings.

Budget / Staff Impact:

If the Resolution is approved, the city would receive \$13,230.

Reviewed By:

Jon Fahning, Captain

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments

- Resolution Number 25-11
- Fine Reduction Application
- Tax deed

RESOLUTION NUMBER 25-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, PROVIDING FOR A COMPROMISE, REDUCTION OR SATISFACTION OF AN OUTSTANDING CODE ENFORCEMENT LIEN AGAINST REAL PROPERTY LOCATED AT 1601 ORANGE DRIVE, EUSTIS, FLORIDA; AUTHORIZING THE CITY MANAGER TO PERFORM ALL NECESSARY ACTIONS CONSISTENT WITH THE CITY COMMISSION'S DETERMINATION IN THIS MATTER IN ORDER TO GIVE EFFECT TO THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis, Florida ("City") established code enforcement fines under Case Nos. 19-00529 and 19-00737 for failure to comply with City Ordinances against real property previously owned by Godly Trust and further described as:

EUSTIS, LAKEVIEW COURT ADDITION LOT 63 PB 12 PG 107

WHEREAS, the City recorded two code enforcement liens against the subject property totaling \$95,350.00; and

WHEREAS, on December 12, 2023, at a tax deed sale, the subject property was sold to bidder Tributa Investment LLC for the sum of \$81,300.00; and

WHEREAS, after the tax deed sale, the City received notice that surplus funds remained, and it submitted a claim for the City's code enforcement liens against the property; and

WHEREAS, the City received surplus funds in the amount of \$66,578.11 which were subsequently applied towards the sums owed for the City's code enforcement liens against the property; and

WHEREAS, after application of the surplus funds received, the code enforcement lien for Case 19-00529 was satisfied in full, and the remaining funds were applied to partially satisfy the code enforcement lien for Case 19-00737; and

WHEREAS, Tributa Investment LLC submitted an application for the remaining code enforcement lien, Case 19-00737, to the City's Code Enforcement Board requesting the outstanding balance of \$28,750.00 be reduced to \$0, effectively eliminating the lien; and

WHEREAS, on December 9, 2024, City Staff expressed their reasoning in support of the applicant's request and recommended the Code Enforcement Board approve the request and eliminate the lien; and

WHEREAS, after much discussion, the Code Enforcement Board denied the applicant's request for lien elimination; however, considering many factors presented, it made a recommendation to the City Commission of a fine reduction to \$13,230.00, payable within 30 days; and

WHEREAS, on January 16, 2025, the matter came before the City Commission where one of the commissioners was curably absent; and

WHEREAS, Chapter 2, Article VII, Division 1. Curable Absence Voting Procedure, of the City's Code of Ordinances, specifically Section 2-373 sets forth the procedure for required discussion to postpone a matter where a commissioner is curably absent; and

WHEREAS, consistent with Section 2-373, after the City Commission's discussion, the City Attorney conducted a straw poll of the four remaining commissioners to determine if there were enough votes to deny or approve the matter, as three votes would be required for official action to be taken by the City Commission; and

WHEREAS, consistent with Section 2-373, after the City Attorney conducted the straw poll procedure, the City Commission lacked the requisite votes to proceed with official action on the matter and the City Commission moved to postpone the item until there are enough commissioners present with sufficient votes to deny or approve the matter; and

WHEREAS, Section 162.09(3), Florida Statutes, provides that code compliance liens run in favor of the local governing body, and the local governing body may agree to satisfy or release code compliance liens; and

WHEREAS, the Attorney General has stated that after such liens have been recorded the local governing body, such as the City Commission, is vested with the authority to compromise, reduce, or satisfy said liens; and

WHEREAS, the City Commission in considering this matter may elect to compromise (including setting terms and conditions for said compromise), reduce, or satisfy said lien; and

WHEREAS, the Attorney General has concluded the local governing body, such as the City Commission, may delegate its authority to execute satisfactions or releases of code compliance liens so long as such delegation does not result in a complete divestiture of such liens to a private party; and

WHEREAS, the City Commission authorizes the City Manager to execute a release or satisfaction of lien, as may be appropriate and consistent with the City Commission's decision to compromise, reduce, or satisfy said lien.

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

Section 1. Recitals. The above recitals are hereby adopted as the findings of the City Commission.

Section 2. Implementing Actions. The City Manager, or his/her designee, is hereby authorized to take any actions necessary to implement the provisions of this Resolution.

Section 3. Lien at Issue. The City Commission has considered the code enforcement lien for Case Number 19-00737 with a current outstanding amount of \$28,850.00.

Section 4. City Commission Decision. The City Commission may compromise, reduce, or satisfy the lien at issue. After full hearing and discussion, the City Commission finds the below selected remedy to be the appropriate one for this matter:

- No payment shall be due, and the City shall promptly release the lien; or
- Full payment (\$28,850.00) remains due and payable to the City; or
- The lien shall be reduced to \$ _____, if said payment is received by the City within _____ days from the effective date of this Resolution. Failure to comply results in this compromise being null and void, and the original lien amount being immediately reinstated in full.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption by the City Commission.

DONE AND RESOLVED this 6th day of February 2025, in regular session of the City Commission of the City of Eustis, Florida.

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

Gary Ashcraft
Vice-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 personal presence, this 6th day of February 2025, by Gary Ashcraft, Vice-Mayor, and Christine Halloran, City Clerk, who are personally known to me and who did not take an oath.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-11 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

Item 6.1

Tax Certificate No. **02911-2021**
Parcel Identification No. # **13-19-26-120100006300**

Tax Deed

STATE OF FLORIDA
COUNTY OF LAKE

Tax Certificate numbered **02911-2021** issued on **06/01/2021** was filed in the Office of the Tax Collector of Lake County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 12th day of December, 2023, the land was offered for sale. It was sold to:

TRIBUTA INVESTMENT LLC
7791 NW 46TH ST STE 420
DORAL, FL 33166

who was the highest bidder and has paid the sum of the bid as required by law.

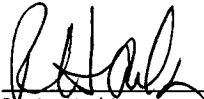
The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State

EUSTIS, LAKEVIEW COURT ADDITION LOT 63 PB 12 PG 107 ORB 1866 PG 90

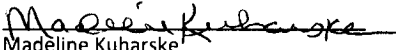
On this 12th day of December, 2023, in Lake County, Florida, for the sum of \$81,300.00, the amount paid as required by law.

WITNESS:

Gary J. Cooney
Clerk of the Circuit Court and Comptroller
Lake County, Florida



Renita Harbison
PO BOX 7800
Tavares, FL 32778



Madeline Kuharske
PO BOX 7800
Tavares, FL 32778

By: Tshaw
Tiphany Shaw, Deputy Clerk

STATE OF FLORIDA
COUNTY OF LAKE

On this 12th day of December, 2023, before me personally appeared Tiphany Shaw as Deputy Clerk for Gary J. Cooney, Clerk of the Circuit Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be her/his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid


Renita Harbison
NOTARY PUBLIC STATE OF FLORIDA

Prepared By:
Tiphany Shaw, Tax Deed Clerk
Gary J. Cooney,
Clerk of the Circuit Court and Comptroller
P.O. Box 7800
Tavares, FL 32778



DR-506 R. 04/16:
Rule 12D-16.002:
Florida Administrative Code:
Eff. 04/16



Case No. 19-00737

APPLICATION TO REQUEST A REDUCTION OF ACCRUED CODE ENFORCEMENT FINE

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

INSTRUCTIONS: Please complete both pages of this form. Be specific when writing your statement. **Please submit the completed notarized application** to the Code Enforcement office located at 51 East Norton Avenue, Eustis, FL, by U.S. Mail at P.O. Drawer 68, Eustis, FL 32727, or email to codeenforcement@ci.eustis.fl.us **no later than 5:00 p.m., Monday, November 11, 2024.**

APPLICATION BECOMES VOID IF NOT SUBMITTED BY DEADLINE, UNLESS AN EXCEPTION IS MADE BY THE CITY.

If the completed form is received by the deadline, the request will be presented to the Code Enforcement Board (CEB) at the next regularly scheduled hearing on **November 12, 2024 at 3:00 p.m. in the City Commission Chambers located in City Hall at 10 North Grove Street.**

SUBMITTAL OF THIS APPLICATION IS NOT A GUARENTEE THAT THE CEB WILL APPROVE

Your attendance is highly recommended. If you fail to attend, the Board may act solely on the presentation by the Code Enforcement Officer.

If the CEB approves the reduction request, the CEB's recommendation will be submitted to the City Commission for approval at their next scheduled meeting before taking effect.

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

Property Owner Name: Tributor Investment LLC Phone: 786-216-6857
Address: 7791 NW 46th ST, Suite 419 E-mail: gerard.zadra@gmail.com
City: Doral State: FL Zip: 33166

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

Address or location of property where violation existed: 1601 Orange Dr, Eustis FL
Date violation brought into compliance: 07/12/19
Date Code Enforcement Office called to request re-inspection: 01/23/24

Total Accrued Fine: \$28,750 What amount are you requesting: \$ ①

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

Code Enforcement Office

51 E Norton Ave
Eustis, FL

Date: November 8, 2024

Subject: Application for Reduction of Code Enforcement Fine and Request for Lien Removal

To Whom It May Concern,

I, Gerardo Zadra, as manager and owner of Tributa Investment LLC, hereby submit this Application for Reduction of Code Enforcement Fine for the property located at 1601 Orange Drive, Eustis, FL. Attached to this letter, you will find the Sunbiz registration and ownership documentation for my company.

Tributa Investment LLC acquired the property at 1601 Orange Drive through a tax deed sale conducted by Lake County on December 12, 2023. The attached tax deed confirms our ownership and establishes that the property was purchased free and clear of any prior liens.

The property was sold by Lake County due to unpaid taxes. Since acquisition, we have ensured the property's full compliance with local regulations, brought it up to code, and cleared all debris to maintain it in good condition. While we were in the process of evicting the previous occupants, we received a notice regarding debris, issued to Tributa Investment LLC. We addressed and resolved this issue promptly upon completion of the eviction process. A copy of this notice is also attached for your reference.

Given these actions and the property's current compliance status, we respectfully request the removal of any existing lien and fine on the property, as it is now clean and in full compliance with code requirements. Additionally, we request a waiver of any remaining fines and the issuance of a verification letter confirming that the property is not in violation. This documentation is essential to complete the closing process with clear and compliant records.

Thank you for your attention to this matter. Please feel free to contact me should you require any additional information.

Sincerely,



Gerardo Zadra
Manager/Owner
Tributa Investment LLC
7791 NW 46 St Ste 419, Doral, FL
gerardzadra@gmail.com

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L23000284017
FILED 8:00 AM
June 12, 2023
Sec. Of State
Iyarbrough

Article I

The name of the Limited Liability Company is:
TRIBUTA INVESTMENT LLC

Article II

The street address of the principal office of the Limited Liability Company is:
7791 NW 46TH ST
420
DORAL, FL. US 33166

The mailing address of the Limited Liability Company is:
7791 NW 46TH ST
420
DORAL, FL. US 33166

Article III

The name and Florida street address of the registered agent is:
ZADRA LAW FIRM PA
7791 NW 46TH ST
419
DORAL, FL. 33166

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: GERARDO ZADRA

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
GERARDO R ZADRA
7791 NW 46TH ST, STE 420
DORAL, FL. 33166 US

Title: MGR
JOHANN E GOMEZ SANCHEZ
7791 NW 46TH ST, STE 420
DORAL, FL. 33166 US

L23000284017
FILED 8:00 AM
June 12, 2023
Sec. Of State
Iyarbrough

Article V

The effective date for this Limited Liability Company shall be:

06/09/2023

Signature of member or an authorized representative

Electronic Signature: GERARDO ZADRA

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Tax Certificate No. 02911-2021
Parcel Identification No. # 13-19-26-120100006300

Tax Deed

STATE OF FLORIDA
COUNTY OF LAKE

Tax Certificate numbered 02911-2021 issued on 06/01/2021 was filed in the Office of the Tax Collector of Lake County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 12th day of December, 2023, the land was offered for sale. It was sold to:

TRIBUTA INVESTMENT LLC
7791 NW 46TH ST STE 420
DORAL, FL 33166

who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State

EUSTIS, LAKEVIEW COURT ADDITION LOT 63 PB 12 PG 107 ORB 1866 PG 90

On this 12th day of December, 2023, in Lake County, Florida, for the sum of \$81,300.00, the amount paid as required by law.

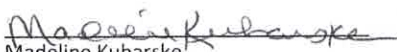
WITNESS:

Gary J. Cooney
Clerk of the Circuit Court and Comptroller
Lake County, Florida



Renita Harbison
PO BOX 7800
Tavares, FL 32778





Madeline Kuharske
PO BOX 7800
Tavares, FL 32778

By: 

Tiphany Shaw, Deputy Clerk

STATE OF FLORIDA
COUNTY OF LAKE

On this 12th day of December, 2023, before me personally appeared Tiphany Shaw as Deputy Clerk for Gary J. Cooney, Clerk of the Circuit Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be her/his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid



Renita Harbison
NOTARY PUBLIC STATE OF FLORIDA

Prepared By:
Tiphany Shaw, Tax Deed Clerk
Gary J. Cooney,
Clerk of the Circuit Court and Comptroller
P.O. Box 7800
Tavares, FL 32778



DR-506 R. 04/16:
Rule 12D-16.002:
Florida Administrative Code:
Eff. 04/16



CLERK OF THE CIRCUIT COURT & COMPTROLLER
LAKE COUNTY, FLORIDA
GARY J. COONEY, CLERK

1505050

RECORDING DIVISION
PO BOX 7800
550 W. MAIN STREET
TAVARES, FL 32778
352-253-2600

Transaction #: 1505050
Receipt #: 2023123911
Cashier Date: 12/13/2023 10:13:28AM
Print Date: 12/13/2023 10:13:33AM

CUSTOMER INFORMATION

TRIBUTA INVESTMENT LLC
7791 NW 46TH ST STE 420
MIAMI, FL 33166

TRANSACTION INFORMATION

Date Received: 12/13/2023 9:54:04AM
Location: Recording
Return Code: No Envelope Included
Trans Type: Recording
Reference: CERT 2911-2021
Cashier: TSHAW

PAYMENT SUMMARY

Total Fees \$77,902.58
Total Payments \$77,902.58
Balance Due: \$0.00
Cash Tended
Change: \$0.00

Payment

TAX DEED ESCROW

\$77,902.58

Official Record

NOTICE

BK/PG: 6256/1080 DOC #: 2023151220 Date: 12/13/2023 10:13:29AM
Fees *RECORDING FEE*

\$10.00

AFFIDAVIT

BK/PG: 6256/1081 DOC #: 2023151221 Date: 12/13/2023 10:13:29AM
Fees *RECORDING FEE*

\$10.00

TAX DEED

BK/PG: 6256/1082 DOC #: 2023151222 Date: 12/13/2023 10:13:29AM
Fees *AUCTION DEPOSIT FEE*
Fees *DEED DOC*
Fees *RECORDING FEE*
Fees *TAX DEED CLERK FEE*
Fees *TAX DEED MISC*
Fees *TAX DEED MISC 2*

\$68.48
\$569.10
\$10.00
\$1,022.03
\$77,235.00
-\$1,022.03



City of Eustis

Code Enforcement Department

P.O. Drawer 68 Eustis, Florida 32727-0068 (352) 483-5464

Date: 07/12/19 **Compliance Date:** **Violation ID:** 19-00737

Owner: GODLY TRUST
39 S MAIN ST # 212
ROCHESTER, NH 03867

Site Address:
1601 ORANGE DR

Block/Lot/Qual: 13-19-26-1201-000-06300

NOTICE OF VIOLATION AND ORDER TO CORRECT

Please be advised that the property identified above has been found in violation of the following code(s): Please take immediate action(s) to remedy the identified violation(s) by the Compliance Date listed above.

Section	Description
34-96A1.3.4	Section 34-96(a)(1)(3)(4): (a) No person who owns or occupies real property within the City shall maintain or cause to be maintained on the property a nuisance. Prohibited acts and required compliance measures include the following: 1) No person within the City shall allow property that person owns or occupies to become overgrown with grass or weeds to a height of 12 inches or more from the ground nor allow dead shrubs, bushes, branches, or trees to remain on such property. 3) The accumulation of any vegetation, weeds, plant matter, materials, trash, garbage, rubbish, or other waste materials shall constitute a threat to health and a fire hazard and shall be deemed a nuisance. 4) No person shall allow any object or item such as, but not limited to, household furniture, household appliances, or containers or other receptacles that could collect water or any other accumulation of personal property, construction and demolition debris, or other materials, trash, garbage, or rubbish of any kind that could become a breeding place for insects or vermin or cause unpleasant odors or which is unsightly and an eyesore from adjoining properties or from the public right-of-way to be placed or left outdoors except for such period as may be necessary to allow collection of such items by waste collection services.
34-97	Section 34-97: Regardless of whether they occupy the property, it shall be the duty of the owner of each lot, tract, or parcel of land within the City to reasonably regulate and effectively control excessive growths and accumulations as enumerated in Section 34-96 on the property and on the portion of the adjoining public right-of-way between the property and the street. It shall also be the duty of the owner to drain, regrade or fill any lot, tract or parcel, including swimming pools, which shall be unwholesome or unsanitary, have stagnant water, or be in such other condition as to be susceptible to producing disease.

Violation: Accumulation of dead tree braches, vegetation, weeds or plant matter on property and adjoining public right-of-way.

Corrective Action Required: Remove all accumulations of vegetation, weeds, plant matter (i.e. under brush that less than 4 inches in diameter at 4½ feet from the ground), from the property and adjoining public right-of-way property.

Violation: Failure to reasonably regulate and effectively control excessive growths and accumulations as enumerated in Section 34-96 on the portion of the public right-of-way between the property and Haselton Street.

Corrective Action Required: Clear the public right-of-way of all excessive growths and accumulations as enumerated in Section 34-96.

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

Corrective Action Required:

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

Please contact us by telephone at (352) 483-5464, in person at 51 East Norton Avenue, Eustis, FL, or via e-mail at codeenforcement@ci.eustis.fl.us if you have any questions or concerns.

Sincerely,

Joseph Rittenhouse
Code Enforcement Officer
RittenhouseJ@ci.eustis.fl.us







City of Eustis

Code Enforcement Department

Item 6.1

P.O. Drawer 68 Eustis, Florida 32727-0068 (352) 483-5464

Date: 01/23/24 Compliance Date: 02/22/24 Violation ID: 24-00041

Owner: TRIBUTA INVESTMENT LLC
7791 NW 46TH ST STE 420
DORAL, FL 33166

Site Address:
1601 ORANGE DR
Block/Lot/Qual: 13-19-26-1201-000-06300

NOTICE OF VIOLATION AND ORDER TO CORRECT

Please be advised that the property identified above has been found in violation of the following code(s): Please take immediate action(s) to remedy the identified violation(s) by the Compliance Date listed above.

Section 34-96(a)(1)(3): (a) No person who owns or occupies real property within the City shall maintain or cause to be maintained on the property a nuisance. Prohibited acts and required compliance measures include the following:

(1) No person within the City shall allow property that person owns or occupies to become overgrown with grass or weeds to a height of 12 inches or more from the ground nor allow dead shrubs, bushes, branches, or trees to remain on such property.

(3) The accumulation of any vegetation, weeds, plant matter, materials, trash, garbage, rubbish, or other waste materials shall constitute a threat to health and a fire hazard and shall be deemed a nuisance.

Section 34-97: Regardless of whether they occupy the property, it shall be the duty of the owner of each lot, tract, or parcel of land within the City to reasonably regulate and effectively control excessive growths and accumulations as enumerated in Section 34-96 on the property and on the portion of the adjoining public right-of-way between the property and the street...

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

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

Violation: Accumulation of dead tree branches/logs, vegetation, weeds or plant matter on property and adjoining public right-of-way.

Corrective Action Required: Clear the property and adjoining public right-of-way of all dead tree branches/logs, accumulations of vegetation, weeds or plant matter (any under brush that is less than 4 inches in diameter at 4½ feet from the ground) from the property.

Section 34-113(4): The exterior of every structure used for human habitation and the surrounding yard shall be so maintained with reasonable attractiveness so as not to become an eyesore or to cause or contribute to depreciation in property values in the immediate neighborhood. Residential properties shall, at a minimum, be maintained to ensure that:

(4) All yards and landscaping on the property surrounding a residential building shall be maintained in good condition so as not to allow grass, shrubs, hedges, bushes, or other decorative vegetation to exist in an unkempt or unpruned condition...

Violation: Yards and landscaping surrounding the residential building have not been maintained in good condition.

Corrective Action Required: Restore the landscaping back to good condition by pruning the grass, shrubs, hedges, bushes, and other decorative vegetation surrounding the property.

Please contact us by telephone at (352) 483-5464, in person at 51 East Norton Avenue, Eustis, FL, or via e-mail at codeenforcement@ci.eustis.fl.us if you have any questions or concerns.

Sincerely,



Eric Martin
Code Enforcement Supervisor
codeenforcement@ci.eustis.fl.us



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: FEBRUARY 6, 2025

RE: RESOLUTION NUMBRER 25-16: REDUCTION OF FINE/RELEASE OF LIEN 2850 SOUTH BAY STREET, CODE ENFORCEMENT CASE 22-00270

Introduction:

Resolution Number 25-16 approves a Code Enforcement Order reducing outstanding code enforcement fines from their current amount of \$103,250 to \$2,500 and releases the lien against 2820 South Bay Street upon payment.

Recommended Action:

The administration recommends the approval of Resolution Number 25-16.

Code Board Action:

On January 14, 2025, the Code Enforcement Board reviewed a fine reduction application submitted by Thomas R. Sullivan P.A., on behalf of RaceTrac Petroleum, Inc., owner of 2850 South Bay Street. The Board approved the applicants' request to reduce the accrued fines to \$2,500 payable within 30 days, or the original full fine imposed shall become due.

Case History:

On September 22, 2021, the Code Department issued a Notice of Violation and Order to Correct to Lake Hills Plaza Holdings, LLC because they failed to repair damage to the Shopping Centers multi-tenant sign that occurred during a vehicle crash.

On December 10, 2021, the Code Enforcement Supervisor met the property manager onsite to discuss unresolved code issues involving Lake Hills Plaza. During the meeting, the property manager was informed that the damaged multi-tenant sign was located on the neighboring RaceTrac property and if the sign was not repaired or removed, the city would have no other recourse than to cite RaceTrac, which could result in them removing the sign.

On April 15, 2022, the Supervisor located an Easement Agreement between Lake Hills Plaza and RaceTrac for construction of the sign on RaceTrac property. The contract required Lake Hills to maintain and repair the sign at Lake Hills' sole cost and expense. The contract also stated "in the event that Lake Hills fails to maintain and/or repair the sign as required by this paragraph or in the event that Lake Hills allows a lien affecting the RaceTrac property to attach, RaceTrac shall have the right (but not the obligation) to

maintain and/or repair the sign and/or to pay to have any such lien released in which event Lake Hills shall reimburse RaceTrac for any and all costs incurred by RaceTrac...”

On April 18, 2022, RaceTrac Petroleum, Inc. was issued a Correction Notice after Lake Hills Plaza took no action to repair or remove the sign. A copy of the Notice was hand delivered to the store manager, and a copy was mailed to RaceTrac’s General Council that was listed in a sign easement agreement between the two parties. However, it was returned by USPS undeliverable as addressed.

On May 25, 2022, a Notice of Violation/Hearing was issued. It was mailed Certified Return Receipt and delivered to RaceTrac at P.O. Box 2337, Smyrna GA on May 31, 2022. The Notice was also hand delivered to the store manager with a copy being emailed to the Lake Hills Plaza property manager. The Notice required repair or removal of the damaged sign by July 11, 2022, or the Case would go before the Code Enforcement Board on July 11, 2022.

On June 14, 2022, a Contractor called the Department advising that he was hired by RaceTrac to remove the sign, but he wanted legal assurance from the City that he would not be sued by the Shopping Center’s tenants. He was advised that any legal issues or concerns needed to be directed towards RaceTrac.

On July 11, 2022, the Eustis Code Enforcement Board issued an Order of Enforcement requiring compliance by August 10, 2022, or a fine of \$250 per day of non-compliance would be imposed. A copy of the Order was emailed to the Lake Hills Plaza property manager.

On August 12, 2022, a Notice of Hearing for certification of noncompliance and assessment of fine was mailed to RaceTrac. It was also emailed to the Lake Hills Plaza property manager.

On September 14, 2022, an Order Imposing Fine was mailed to RaceTrac with a cover letter stating if compliance was not obtained by October 12, 2022, the Order would be recorded in public records constituting a lien against the property.

On April 14, 2023, a Final Notice to repair or remove the sign was mailed to 200 Galleria Parkway SE, Ste 900, Atlanta GA. This address was located on RaceTrac’s company website. A copy was also emailed to realestate@racetrac.com, which was also located on their website.

On April 26, 2023, a Representative responded advising that RaceTrac was reviewing their option on the matter, and on May 30th she provided an update stating their general council had given them approval to remove the sign.

On June 22, 2023, the Representative advised of a delay because their in-house council was communicating with the Lake Hills Plaza attorney regarding his client’s intentions to repair the sign.

On July 28, 2023, the Department notified the RaceTrac Representative that Lake Hills Plaza had not repaired the sign and that the daily fines had accrued to \$87,750 for which there was no response.

On September 5, 2023, the Department emailed the Representative again and received a response from RaceTrac's in-house council stating they are moving forward with removing the sign.

On September 28, 2023, a building permit to demolish the sign was obtained, and the removal was completed the next day. Daily fines accrued for 413 days resulting in a total fine of \$103,250.

On March 1, 2024, Thomas Sullivan with GrayRobinson P.A. emailed requesting a fine reduction form. He was informed that a fine reduction application could not be provided because there was an open and unresolved code violation on the property involving the condition of the landscaping.

On December 13, 2024, the landscaping passed inspection, and a fine reduction application was provided to Mr. Sullivan, which was submitted on January 6, 2025.

Community Input

No adjacent property owners attended the Code Enforcement Hearings and there have been no citizen complaints.

Budget / Staff Impact:

If the Resolution is approved, the City would receive \$2,500, which exceeds the City's Administrative Costs.

Reviewed By:

Jon Fahning, Captain

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments

- Resolution Number 25-16
- Fine Reduction Application
- Easement Agreement

RESOLUTION NUMBER 25-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; PROVIDING FOR A REDUCTION OF OUTSTANDING CODE ENFORCEMENT FINES AND RELEASE OF LIEN AGAINST 2850 SOUTH BAY STREET UPON FULL PAYMENT OF THE REDUCED FINE.

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property under Case Number 22-00270 against RaceTrac Petroleum, Inc, property owner, for failing to comply with City Ordinances:

FROM INTERSECTION OF S LINE OF SW 1/4 OF NE 1/4 OF NW 1/4 WITH W'LY R/W LINE OF SR 19 RUN N 02-27-0 W ALONG SAID W'LY R/W LINE A DIST OF 113.68 FT TO THE BEGINNING OF A CURVE CONCAVE TO THE E, HAVING A RADIUS OF 2917.93 FT, THENCE RUN N'LY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 0-42-47 A DIST OF 36.32 FT FOR POB, THENCE CONT N'LY ALONG THE ARC OF THE PREVIOUSLY DESCRIBED CURVE, THRU A CENTRAL ANGLE OF 04-04-32 A DIST OF 207.56 FT TO THE BEGINNING OF REVERSE CURVE, CONCAVE TO THE W, HAVING A RADIUS OF 2811.93 FT, THENCE RUN N'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 01-32-38 A DIST OF 75.77 FT, THENCE RUN S 88-25-32 W 249.90 FT, S 0-37-23 W 287.37 FT, N 87-29-06 E 250.01 FT TO POB ORB 3873 PG 1151, and

WHEREAS, the City of Eustis, Florida, a Florida municipal Corporation, recorded a Code Enforcement Lien against the subject property on November 4, 2022, in Official Record Book 6049, Page 694, in the office of the Clerk of the Circuit Court, Lake County, State of Florida; and

WHEREAS, the property was in violation of city code for 413 days before being brought into compliance; and

WHEREAS, the daily fines accrued to \$103,250; and

WHEREAS, on January 6, 2025, Thomas R. Sullivan with Gray Robinson P.A. submitted an application requesting that the fines be reduced to \$2,500; and

WHEREAS, on January 14, 2025, the Code Enforcement Board approved the request and recommended that the City Commission reduce the fines to \$2,500 payable within 30 days.

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

SECTION 1

That the outstanding fine of \$103,250 assessed for Case Number 22-00270 shall be reduced to \$2,500 if the payment is received within 30 days of this action.

SECTION 2

That the recorded lien against the subject property shall be released if payment is received in accordance with Section 1 of this resolution.

SECTION 3

That this action shall become null and void if the reduced fine is not paid on or before March 8, 2025.

DONE AND RESOLVED this 6th day of February, 2025, in regular session of the City Commission of the City of Eustis, Florida.

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

Willie Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 6th day of February, 2025, by Willie Hawkins, 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, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-16 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



Case No. 22-00270

APPLICATION TO REQUEST A REDUCTION OF ACCRUED CODE ENFORCEMENT FINE

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

INSTRUCTIONS: Please complete both pages of this form. Be specific when writing your statement. **Please submit the completed notarized application** to the Code Enforcement office located at 51 East Norton Avenue, Eustis, FL, by U.S. Mail at P.O. Drawer 68, Eustis, FL 32727, or email to codeenforcement@ci.eustis.fl.us **no later than 5:00 p.m., Monday, January 6, 2025.**

APPLICATION BECOMES VOID IF NOT SUBMITTED BY DEADLINE, UNLESS AN EXCEPTION IS MADE BY THE CITY.

If the completed form is received by the deadline, the request will be presented to the Code Enforcement Board (CEB) at the next regularly scheduled hearing on **Tuesday, January 14, 2025 at 3:00 p.m. in the City Commission Chambers located in City Hall at 10 North Grove Street.**

SUBMITTAL OF THIS APPLICATION IS NOT A GUARENTEE THAT THE CEB WILL APPROVE

Your attendance is highly recommended. If you fail to attend, the Board may act solely on the presentation by the Code Enforcement Officer.

If the CEB approves the reduction request, the CEB's recommendation will be submitted to the City Commission for approval at their next scheduled meeting before taking effect.

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

Property Owner Name: RaceTrac Petroleum, Inc. Phone: (770) 431-7600
Address: 200 Galleria Parkway SE, Ste 900 E-mail: pwest@racetrac.com
City: Atlanta State: Georgia Zip: 30339

If the property owner is unable to complete this form, list name of person who is authorized to act for the Property Owner and their relationship. Thomas R. Sullivan with GrayRobinson, P.A. legal counsel

Address or location of property where violation existed: 2850 South Bay Street

Date violation brought into compliance: _____

Date Code Enforcement Office called to request re-inspection: _____

Total Accrued Fine: \$ \$103,250 What amount are you requesting: \$ 2,500

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

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

I, Thomas R. Sullivan do hereby submit this Application for Reduction of Code Enforcement Fine, and in support offer the following statement:

RaceTrac was advised by Mr. Martin that a reduction request could not be submitted for this violation until after Case No. 23-00689 was resolved which apparently contributed to the significant amount of accrued fine.

The sign in question was a sign for Lake Hill Plaza, not RaceTrac; however, the sign was located on RaceTrac's property pursuant to an easement agreement from 2010 which is around the time that the RaceTrac store was constructed. There was an initial issue regarding the right folks at RaceTrac receiving the violation notice. Once received, RaceTrac attempted to work with representatives of Lake Hills Plaza to get them to bring their sign into compliance. When those efforts proved to be unsuccessful, RaceTrac removed the sign to bring the property into compliance.

In light of these circumstances, we respectfully request the fine be reduced to \$2,500. Thank you.

(Additional pages may be added if needed)

Date: 1/6/25

Signed: 

State of Florida

Print Name: Thomas R. Sullivan

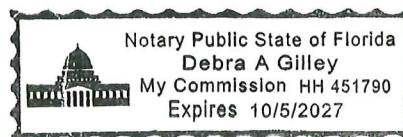
County of Orange

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

Date: 1-6-25


Notary Public
My Commission Expires:

Drivers License No. S415-836-76-288-0



CFN 2010015617
Bk 03873 Pgs 1204 - 1218; (15pgs)
DATE: 02/17/2010 03:32:54 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 129.00
DEED DOC 0.70

Prepared by and after recording,
Please return to:

General Counsel
Racetrac Petroleum, Inc.
3225 Cumberland Boulevard Ste. 100
Atlanta, GA 30339

AKERMAN SENTERFITT
420 S ORANGE AVE STE 1200
ORLANDO, FL 32801

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), is made as of the 10 day of February, 2010, by and between **RACETRAC PETROLEUM, INC.**, a Georgia corporation ("**Racetrac**"), and **LAKE HILLS, INC. OF DELTONA** a Florida corporation ("**Lake Hills**").

WITNESSETH: That;

WHEREAS, Lake Hills is the owner of certain real property (the "Lake Hills Property") located in Lake County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated by reference herein;

WHEREAS, Racetrac is the owner of certain real property (the "Racetrac Property") located adjacent to the Lake Hills Property as more particularly described on Exhibit "B" attached hereto and incorporated by reference herein; and

WHEREAS, the parties agree to grant to each other certain easements pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and the sum of TEN AND NO/100 DOLLARS (\$10.00) and for other valuable and good consideration in hand paid by Racetrac and Lake Hills at or before the sealing of these presents, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby covenant and agree as follows:

1. **Grant of Sign Easement.**

(a) Racetrac does hereby grant Lake Hills a non-exclusive perpetual easement (the "Sign Easement"), for the right to construct a sign (the "Sign") within a portion of the Racetrac Property, which location is generally shown crosshatched on Exhibit "C" attached hereto and made a part hereof (such location the "Sign Easement Area"). The Sign Easement Area, following construction of the Sign therein, shall be automatically limited to that area that is five (5) feet from each side of the base of the Sign. Racetrac further agrees that (i) the Sign Easement shall be an appurtenance to the Lake Hills Property, for the benefit of the Lake Hills Property, and (ii) the Sign Easement shall be a covenant running with the land and shall be binding upon Racetrac. Racetrac does hereby grant to Lake Hills a non-exclusive perpetual easement for ingress and egress and utilities, both only as are necessary to maintain and service the Sign. This easement shall be ten (10) feet wide and run directly from the Sign Easement Area to the State Road 19 right of way to the East and from the Sign Easement Area to Lake Hills adjacent property to the North.

{01478566;7}

(b) The Sign shall be constructed and maintained in a good and workmanlike, first-class manner, using colors and elements consistent with those found on either the Racetrac Property or the Lake Hills Property, at Lake Hills expense, completely within the Sign Easement Area. The content on the face of the Sign shall not be a billboard and shall in no event advertise a gas station or religious or political views or statements; provided, however, in the event a religious facility is located on the Lake Hills Property then the Sign may identify such facility so long as the area devoted to identifying such facility does not exceed forty percent (40%) of the face area of the Sign. The height, width and face area of the Sign shall not exceed the allowable dimensions set forth in applicable zoning or other governmental ordinances as determined without regard to any variances that may be obtained.

(c) Lake Hills shall maintain and repair the sign at Lake Hills' sole cost and expense. Racetrac grants to Lake Hills a temporary construction easement within ten (10) feet of the Sign Easement Area for the construction of the Sign which easement shall automatically terminate within one (1) year from the date hereof. Lake Hills shall not, at any time, block any driveway on the Racetrac Property nor shall Lake Hills impede traffic flow in any way to or from the Racetrac Property. Lake Hills hereby agrees to construct and maintain the Sign in accordance with all applicable governmental rules and regulations and in a manner which avoids unreasonable interference with the use and operation of the Racetrac Property, and Lake Hills shall maintain the sign in good condition at all times. Lake Hills agrees to maintain (at all times) general liability insurance in an amount of at least Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and to maintain workers' compensation insurance having limits as required by the State of Florida naming Racetrac as an additional insured on the former insurance policy. Notwithstanding anything herein to the contrary, Lake Hills shall not enter the Racetrac Property (including, but not limited to, the Sign Easement Area) until Lake Hills has provided Racetrac a copy of a Certificate of insurance naming Racetrac as an additional insured. Lake Hills shall not permit, and hereby agrees to have immediately released, any liens (including, but not limited to, materialmen's liens or personal property tax liens) that affect the Sign Easement Area or any other portion of the Racetrac Property. In the event that Lake Hills fails to maintain and/or repair the Sign as required by this paragraph or in the event that Lake Hills allows a lien affecting the Racetrac Property to attach, Racetrac shall have the right (but not the obligation) to maintain and/or repair the Sign and/or to pay to have any such lien released in which event Lake Hills shall reimburse Racetrac for any and all costs incurred by Racetrac (including attorneys' fees) within ten (10) days of Racetrac's demand. Lake Hills shall indemnify, defend and hold harmless Racetrac from and against any claims, liabilities, obligations or damages asserted against or incurred by Racetrac resulting from or arising out of Lake Hills' (or Lake Hills' agents, representatives or employees) presence on the Racetrac Property pursuant to this Agreement or any act or omission of Lake Hills related to the Sign Easement.

(d) Racetrac shall execute all documents and agreements reasonably necessary to facilitate Lake Hills application for all governmental approvals/permits reasonably deemed necessary by Lake Hills for construction of the Sign consistent with the terms herein. The parties shall cooperate as reasonably necessary to relocate the Sign Easement Area if required by any governmental approvals/permits. Racetrac

{01478566;7}

hereby agrees that it shall construct its sign, if any, at least 75 feet away from the Sign Easement Area.

2. **Access Easements:**

a) Lake Hills does hereby grant, bargain, sell and convey to Racetrac, for the benefit of and as an appurtenance to the Racetrac Property, a perpetual, non-exclusive right, privilege and easement (the "Racetrac Driveway Easement") in and to that portion of the Lake Hills Property depicted and described on Exhibit "D" attached hereto and incorporated by reference herein (the "Racetrac Driveway Easement Area"). The purpose of the Racetrac Driveway Easement is to provide access for pedestrian traffic and motor vehicles to and from the Racetrac Property.

(b) Without limiting the easement granted in subparagraph (a) above Lake Hills does hereby grant, bargain, sell and convey to Racetrac, for the benefit of and as an appurtenance to the Racetrac Property, a perpetual, non-exclusive right, privilege and easement over those portions of the Lake Hills Property that may be designated and/or used from time to time as driveways and sidewalks by the owners of the Lake Hills Property, for vehicular and pedestrian access to and from the Racetrac Property.

(c) Racetrac does hereby grant, bargain, sell and convey to Lake Hills, for the benefit of and as an appurtenance to the Lake Hills Property, a perpetual, non-exclusive right, privilege and easement (the "Lake Hills Driveway Easement") on those portions of the Racetrac Property that may be designated and/or used from time to time as driveways and sidewalks by the owner of the Racetrac Property (the "Lake Hills Driveway Easement Area"); provided, however, the Lake Hills Driveway Easement shall not include those portions of the Racetrac Property that may be located (i) under any gas island canopy or (ii) above any underground storage tanks. The purpose of the Lake Hills Driveway Easement is to provide access for pedestrian traffic and motor vehicles to and from the Lake Hills Property.

3. **Construction Easement:** Lake Hills does hereby grant, bargain, sell and convey to Racetrac, as an appurtenance to the Racetrac Property, a non-exclusive, temporary Construction Easement in and to the Lake Hills Property for the purpose of performing the work outlined in that certain Post Closing Agreement between Lake Hills and Racetrac of even date herewith, which temporary easement shall automatically terminate upon the earlier of: 1) completion of the work contemplated therein or 2) two (2) years from the date of this Agreement. Upon the completion of the work, either party may unilaterally record an instrument evidencing the termination of the temporary construction easement.

4. **Intentionally deleted.**

5. **Binding Effect.** The benefits and burdens of the easements granted by this Agreement shall run with the title to the Lake Hills Property and the Racetrac Property respectively, and shall bind the owners thereof, their respective successors, successors-in-title, legal representatives and assigns.

6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida.

{01478566;7}

7. **Time of the Essence.** Time shall be of the essence as to all terms and conditions of this Agreement.

8. **Attorney's Fees.** In connection with any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, including all such attorneys' fees and costs which may be incurred in any trial, appellate or bankruptcy proceedings.

9. **Notices.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served if by (i) hand delivery, (ii) reputable national overnight courier service, or (iii) prepaid, certified U.S. Mail, return receipt requested, or (iv) facsimile transmission, and shall be effective upon delivery or refusal. Any such notice, demand or request shall be addressed to the applicable party as follows:

To Racetrac: Racetrac Petroleum, Inc.
3225 Cumberland Boulevard, Suite 100
Atlanta, Georgia 30339
Attention: General Counsel
Fax No. 770-955-0985

To Lake Hills: Lake Hills, Inc. of Deltona
2251 Celery Avenue
Sanford, Florida 32771
Attention: Stan Smith

and

P.O. Box 543
Sanford, Florida 32772
Attention: Stan Smith

Fax No. 407-324-4613

10. **Severability.** Every provision of this Agreement shall be independent of and severable from the other provisions hereof. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

11. **Waiver of Jury Trial.** EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR BETWEEN THE PARTIES TO THIS EASEMENT, THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS AND IRRESPECTIVE OF WHETHER SUCH LITIGATION ARISES OUT OF THIS AGREEMENT, BY STATUTE, OR AS A MATTER OF TORT LAW AND THE PARTIES HERETO EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.

{01478566;7}

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement under seal as of the day and year first above written.

RACETRAC:

RACETRAC PETROLEUM, INC.,
a Georgia corporation

WITNESSES

Velma Kendall

Print Name: VELMA KENDALL

Debbie Entekin

Print Name: Debbie Entekin

By: [Signature]

Name: W.C. MILAM

Title: SVP

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this 9th day of February, 2010 by William C. Milam as Sr VP of Racetrac Petroleum, Inc., a Georgia corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public

Janet E. Quirk
Printed Name



[signatures continued on following page]

{01478566;7}

LAKE HILLS:

LAKE HILLS, INC. OF DELTONA, a Florida corporation

WITNESSES

Scott Price

Print Name: SCOTT M. PRICE

Kelly Zimclus

Print Name: Kelly Zimclus

By: Stanlee Smith

Name: Stanlee Smith

Title: President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10 day of February, 2010 by Stanlee Smith as President of Lake Hills, Inc. of Deltona, a Florida corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Scott Price
Notary Public



Printed Name

EXHIBIT "A"

SHEET 1 OF 2

LEGAL DESCRIPTION: LAKE HILLS PROPERTY

THE NORTH 25 FEET OF THE EAST 1/2 OF TRACT 1, LESS THE WEST 30.0 FEET THEREOF; AND THE EAST 100.0 FEET OF TRACTS 2 & 3 AS SHOWN ON THE PLAT OF 'INWOOD HEIGHTS' AS RECORDED IN PLAT BOOK 10 AT PAGE 40 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. AND

A PORTION OF THE SW1/4 OF THE NE1/4 OF THE NW1/4, LESS RIGHT OF WAY FOR STATE ROAD #19, IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA;

ALL THE ABOVE BEING BETTER DESCRIBED AS FOLLOWS:

A PORTION OF THE NE1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE SW1/4 OF THE NE1/4 OF THE NW1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 19 (SOUTH BAY STREET); THENCE RUN S87°29'00"W ALONG THE SOUTH LINE OF THE SAID SW1/4 OF THE NE1/4 OF THE NW1/4, 150.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S87°29'00"W ALONG THE SAID SOUTH LINE OF THE SW1/4 OF THE NE1/4 OF THE NW1/4 455.70 FEET; THENCE RUN S02°16'30"E ALONG THE EAST LINE OF TRACT 1, INWOOD HEIGHTS, PLAT BOOK 10 AT PAGE 40 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 25.0 FEET; THENCE RUN S87°26'30"W ALONG THE SOUTH LINE OF THE NORTH 25 FEET OF TRACT 1, AFOREMENTIONED 'INWOOD HEIGHTS', 633.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF RELUME STREET; THENCE RUN N02°11'30"W ALONG THE EASTERLY RIGHT OF WAY LINE OF RELUME STREET, 25.0 FEET TO THE SOUTHERLY LINE OF THE E 1/2 OF TRACT 2, AFOREMENTIONED 'INWOOD HEIGHTS'; THENCE RUN N87°26'30"E ALONG THE SOUTHERLY LINE OF THE SAID TRACT 2, 533.10 FEET TO A POINT 100.00 FEET WESTERLY OF THE SE CORNER OF SAID TRACTS 2, THENCE RUN N02°16'30"W ALONG THE WESTERLY LINE OF THE EAST 100.00 FEET OF TRACTS 2 & 3, SAID INWOOD HEIGHTS, 658.27 FEET TO THE NORTHERLY LINE OF THE AFOREMENTIONED TRACT 3; THENCE RUN N87°49'30"E ALONG THE NORTHERLY LINE OF SAID TRACT 3, 100.0 FEET TO THE NE CORNER OF SAID TRACT 3 AND THE NW CORNER OF THE SW1/4 OF THE NE1/4 OF THE NW1/4 OF THE AFOREMENTIONED SECTION 23, THENCE RUN N87°49'30"E ALONG THE NORTHERLY LINE OF THE SAID SW1/4 OF THE NE1/4 OF THE NW1/4, 449.70 FEET TO A POINT 174.0 FEET WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED STATE ROAD NO. 19; THENCE RUN S02°16'30"E, 184.99 FEET; THENCE RUN N87°49'14"E, 171.87 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 19; THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE CONCAVE WESTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2811.93 FEET, A CENTRAL ANGLE OF 02°16'48" AND A CHORD BEARING OF S01°11'54"W, FOR AN ARC DISTANCE OF 111.90 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE CONCAVE EASTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF 04°04'32" AND A CHORD BEARING OF S00°18'03"W, FOR AN ARC DISTANCE OF 207.56 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, RUN S87°29'06"W, 150.01 FEET TO A POINT ON A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY ALONG SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 3067.93 FEET, A CENTRAL ANGLE OF 00°40'29" AND A CHORD BEARING OF S02°06'44"E, FOR AN ARC DISTANCE 36.13 FEET; THENCE RUN S02°27'00"E, 113.86 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAIN 9.861 ACRES, MORE OR LESS.

LESS & EXCEPT THE FOLLOWING DESCRIBED PARCEL: (RACETRAC PARCEL 1.626 ACRES)

BEING A PORTION OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19 (SOUTH BAY STREET) AS SHOWN ON SHEET 26 AND 27 OF 33, SECTION 11010-2503 FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; SAID POINT ALSO KNOWN AS THE S.E. CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 596, PAGE 974; THENCE RUN N02°27'00"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 113.68 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY; THENCE ALONG SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF 00°42'47" A CHORD BEARING OF N02°05'37"W, FOR AN ARC DISTANCE OF 36.32 FEET TO A POINT OF CONTINUED CURVATURE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY ALONG A CURVE CONCAVE EASTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF 04°04'32" A CHORD BEARING OF N00°18'03"E, FOR AN ARC DISTANCE OF 207.56 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE CONCAVE WESTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2811.93 FEET, A CENTRAL ANGLE OF 01°32'38" AND A CHORD BEARING OF N01°34'00"E, FOR AN ARC DISTANCE OF 75.77 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE S88°25'32"W A DISTANCE OF 249.90 FEET TO A POINT; THENCE S00°37'23"W A DISTANCE OF 287.37 FEET TO A POINT; THENCE N87°29'06"E A DISTANCE OF 250.01 FEET TO THE POINT OF BEGINNING.

LAKE HILLS PROPERTY LESS & EXCEPT RACETRAC PROPERTY CONTAINS 8.235 ACRES MORE OR LESS.

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EXHIBIT "A" SHEET 2 OF 2

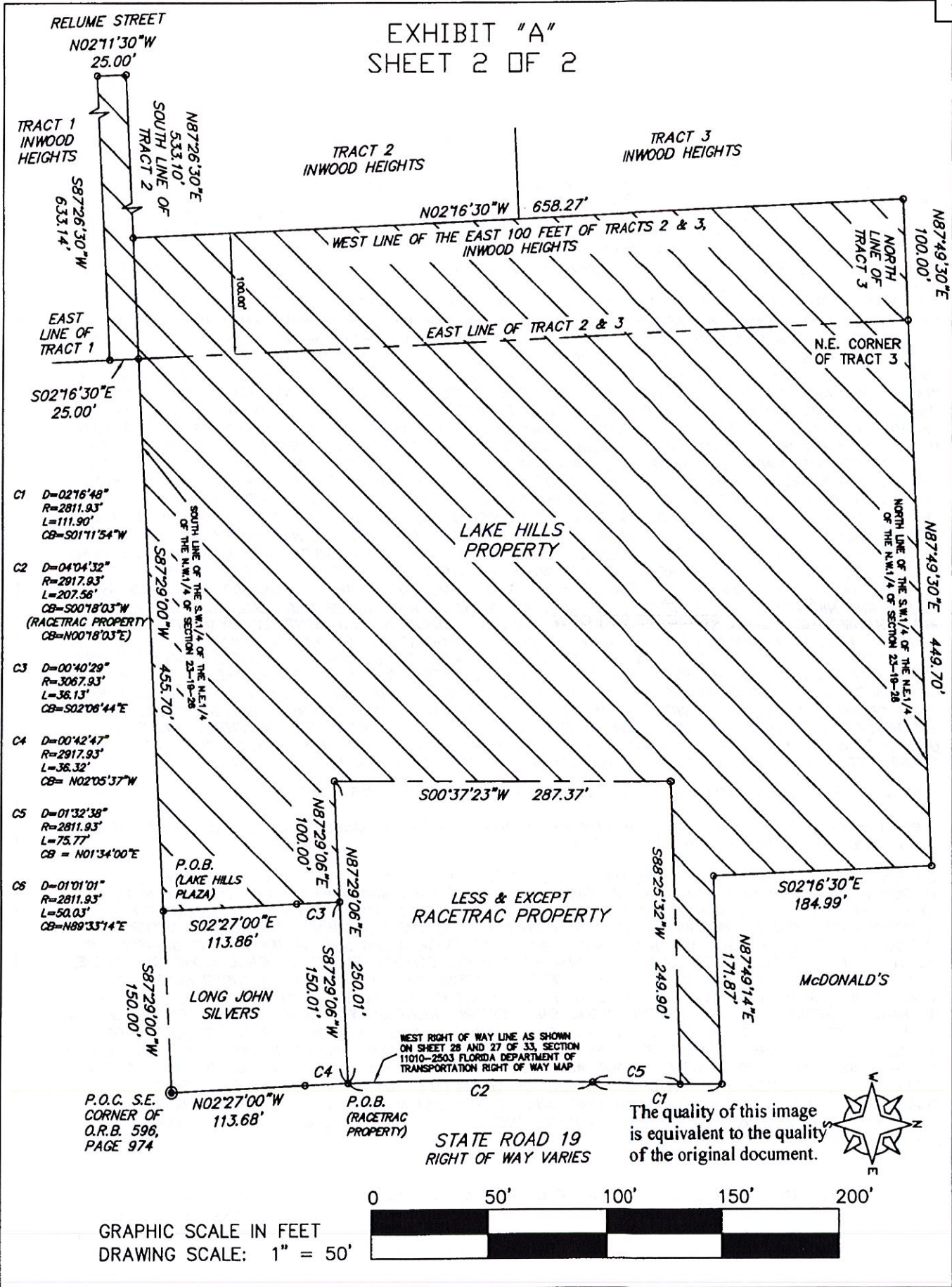


Exhibit "A"

Lake Hills Property Continued

Also less and except the following parcel:

A PORTION OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION, 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA:

THENCE N87°49'30"E ALONG THE NORTH BOUNDARY OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, A DISTANCE OF 449.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N87°49'30"E ALONG SAID NORTH BOUNDARY OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23, A DISTANCE OF 24.00 FEET; THENCE S02°16'30"E, A DISTANCE OF 150.00 FEET; THENCE N87°49'30"E, A DISTANCE OF 148.70 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY OF SOUTH BAY STREET (STATE ROAD NO. 19); THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY OF SOUTH BAY STREET (STATE ROAD NO. 19), A DISTANCE OF 35.03 FEET; THENCE S87°49'30", A DISTANCE OF 171.16 FEET; THENCE N02°16'30W, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,617.55 SQUARE FEET OR 0.22 ACRES, MORE OR LESS.

{01478566;7}

EXHIBIT "B"
SHEET 1 OF 2
RACETRAC PROPERTY

LEGAL DESCRIPTION:

BEING A PORTION OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19 (SOUTH BAY STREET) AS SHOWN ON SHEET 26 AND 27 OF 33, SECTION 11010-250.3 FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; SAID POINT ALSO KNOWN AS THE S.E. CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 596, PAGE 974; THENCE RUN N02°27'00"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 113.68 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY; THENCE ALONG SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF 00°42'47" A CHORD BEARING OF N02°05'37"W, FOR AN ARC DISTANCE OF 36.32 FEET TO A POINT OF CONTINUED CURVATURE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY ALONG A CURVE CONCAVE EASTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF 04°04'32" A CHORD BEARING OF N00°18'03"E, FOR AN ARC DISTANCE OF 207.56 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE CONCAVE WESTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2811.93 FEET, A CENTRAL ANGLE OF 01°32'38" AND A CHORD BEARING OF N01°34'00"E, FOR AN ARC DISTANCE OF 75.77 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE S88°25'32"W A DISTANCE OF 249.90 FEET TO A POINT; THENCE S00°37'23"W A DISTANCE OF 287.37 FEET TO A POINT; THENCE N87°29'06"E A DISTANCE OF 250.01 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.626 ACRES MORE OR LESS

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EXHIBIT "B" SHEET 2 OF 2

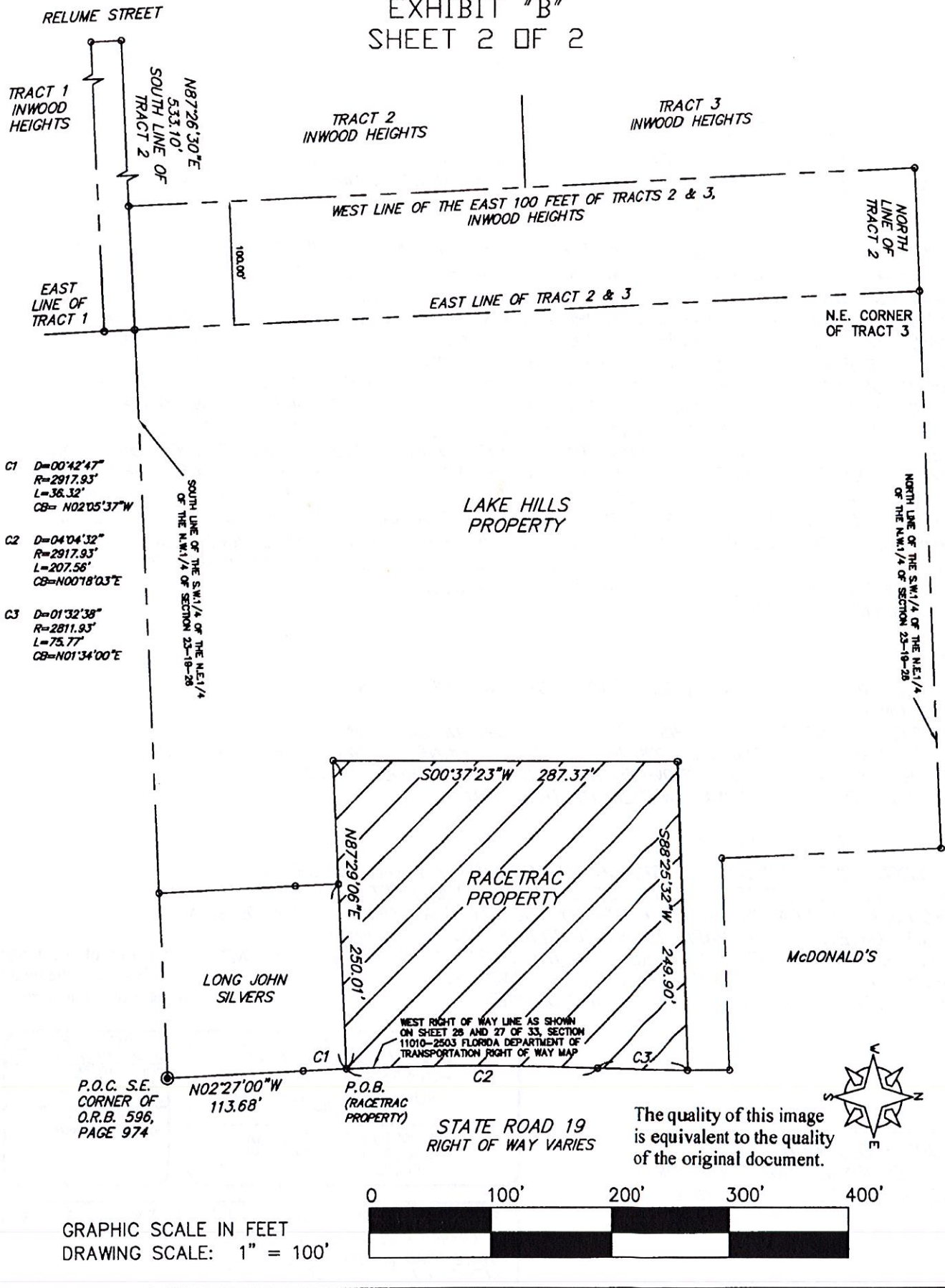


EXHIBIT "C"
LEGAL DESCRIPTION
FOR
SIGN EASEMENT

LEGAL DESCRIPTION:

AN EASEMENT LYING IN A PORTION OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. SAID EASEMENT BEING A STRIP OF LAND 10 FEET WIDE LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19 (SOUTH BAY STREET) AS SHOWN ON SHEET 26 AND 27 OF 33, SECTION 11010-2503 FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; SAID POINT ALSO KNOWN AS THE S.E. CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 596, PAGE 974; THENCE RUN N.02°27'00"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 113.68 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2917.93 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°42'47", A DISTANCE OF 36.32 FEET TO THE N.E. CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 596, PAGE 974; THENCE CONTINUE NORTHERLY ALONG THE ARC OF THE PREVIOUSLY DESCRIBED CURVE, THROUGH A CENTRAL ANGLE OF 04°04'32", A DISTANCE OF 207.56 FEET TO THE BEGINNING OF REVERSE CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2811.93 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°20'51", A DISTANCE OF 66.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°25'52" WEST, A DISTANCE OF 31.50 FEET TO THE POINT OF TERMINUS.
CONTAINING: 315 SQUARE FEET.

NOTES:

1. THIS SKETCH OF LEGAL DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARING BASE OF THIS SKETCH OF LEGAL DESCRIPTION IS S.87°29'00"W. ALONG THE SOUTH LINE OF SW1/4, NE1/4, NW1/4 OF SECTION 23.
3. THE INFORMATION WAS PROVIDED BY "RACETRAC PETROLEUM, INC."
4. LEGAL DESCRIPTION WAS WRITTEN BY THIS FIRM.

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA STATUTES, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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ROBERT BLOOMSTER JR.
PROFESSIONAL LAND SURVEYOR
NO. 4134 STATE OF FLORIDA

BLOOMSTER
PROFESSIONAL LAND SURVEYORS, INC.
FLORIDA L.B. # 6018

791 NORTHEAST DIXIE HIGHWAY
JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868

SHEET 1 OF 2	
SCALE:	NOT TO SCALE
DATE:	8/17/08
F.B.:	SKETCH
JOB NO.:	9573
REVISIONS	
8/8/08 NEW RT BNDY	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR: RACETRAC PETROLEUM, INC.
STATE ROAD #19 (LAKE HILLS PLAZA)
CITY OF EUSTIS, LAKE COUNTY, FLORIDA

SHEET 1 OF 2 NOT TO SCALE
NOT VALID WITHOUT SHEET 2 OF 2

EXHIBIT "C" SKETCH OF DESCRIPTION FOR SIGN EASEMENT



LAKE HILLS PLAZA
(PARENT TRACT)

287.37'
S00°37'23"W

PROPOSED RACETRAC
PETROLEUM, INC.

N87°29'06"E 250.01'

N.E. CORNER OF
O.R.B. 596, PAGE 974

LONG JOHN
SILVERS
(NOT A PART)

WEST R.O.W. LINE

N02°27'00"W
113.68'

STATE ROAD 19
FDOT MAP SECTION 11010-2503 (PAGES 26 & 27 OF 33)

McDONALDS
(NOT A PART)

EASEMENT
(ORB 490/532)

N89°25'52"W 31.50'

N87°49'14"E 249.90'

POINT OF TERMINUS
CENTERLINE OF 10' EASEMENT
POINT OF BEGINNING

R=2811.93' L=66.13'
D=01°20'51"

D=01°32'38"
R=2811.93'
L=75.77'
(OVERALL)

PRC

R=2917.93'
D=04°04'32"
L=207.56'

PC

D=00°42'47"
R=2917.93'
L=36.32'

SOUTH LINE OF THE S.W.1/4 OF THE N.E.1/4 OF
THE N.W.1/4 OF SECTION 23-19-26

S.87°29'00"W (BEARING BASE)

POINT OF COMMENCEMENT
S.E. CORNER OF O.R.B.596, PAGE 974

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SHEET 2 OF 2 NOT TO SCALE
NOT VALID WITHOUT SHEET 1 OF 2

- D = DELTA
- L = LENGTH
- R = RADIUS
- O.R.B. = OFFICIAL RECORDS BOOK
- PC = POINT OF CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- R.O.W. = RIGHT OF WAY

EXHIBIT "D" SHEET 1 OF 2

LEGAL DESCRIPTION:

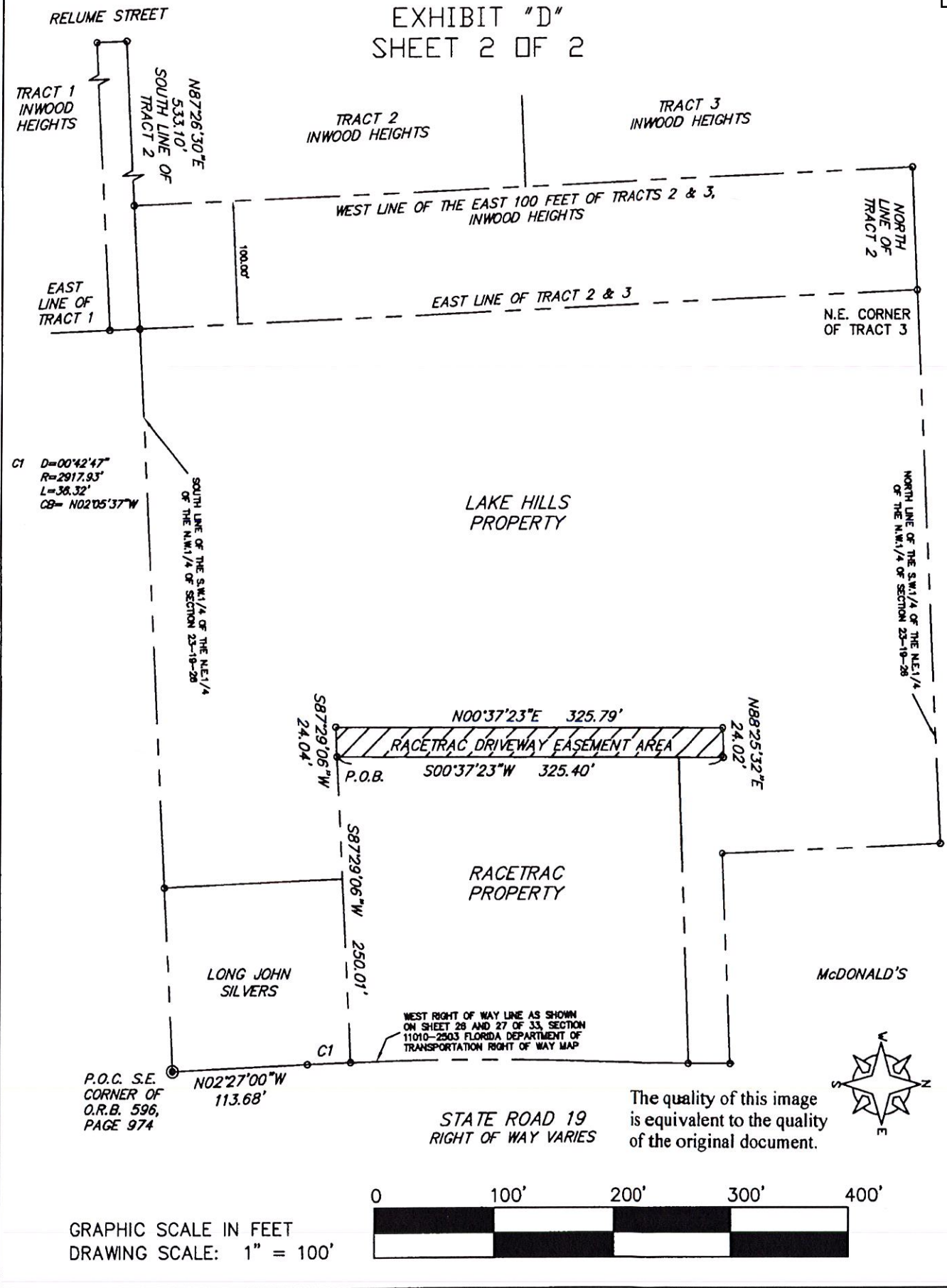
BEING A PORTION OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE S.W. 1/4 OF THE N.E. 1/4 OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19 (SOUTH BAY STREET) AS SHOWN ON SHEET 26 AND 27 OF 33, SECTION 11010-2503 FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; SAID POINT ALSO KNOWN AS THE S.E. CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 596, PAGE 974; THENCE RUN $N02^{\circ}27'00''W$, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 113.68 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 2917.93 FEET, A CENTRAL ANGLE OF $00^{\circ}42'47''$, A CHORD BEARING OF $N02^{\circ}05'37''W$, FOR AN ARC LENGTH OF 36.32 FEET; THENCE LEAVE SAID WESTERLY RIGHT-OF-WAY LINE $S87^{\circ}29'06''W$ A DISTANCE OF 250.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE $S87^{\circ}29'06''W$ A DISTANCE OF 24.04 FEET TO A POINT; THENCE $N00^{\circ}37'23''E$ A DISTANCE OF 325.79 FEET TO A POINT; THENCE $N88^{\circ}25'32''E$ A DISTANCE OF 24.02 FEET TO A POINT; THENCE $S00^{\circ}37'23''W$ A DISTANCE OF 325.40 FEET TO THE POINT OF BEGINNING;

CONTAINING: 7,814 SQ. FT. OR 0.179 ACRES, MORE OR LESS.

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EXHIBIT "D" SHEET 2 OF 2





City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: FEBRUARY 6, 2025
 RE: RESOLUTION NUMBER 25-17 – APPROVAL OF A FRANCHISE AGREEMENT
 BETWEEN THE CITY OF EUSTIS AND WASTE MANAGEMENT INC. OF FLORIDA

Introduction:

The City of Eustis recently issued a Request for Proposals (RFP) for Waste Collection Services. Resolution 25-17 approves a Franchise Agreement between the City of Eustis and Waste Management Inc. of Florida.

Recommended Action:

Staff recommends approval of the Resolution.

Background:

The City of Eustis issued Request for Proposals Number 011-24 for the Collection of Solid Waste Services within the City's corporate boundaries. A staff review committee, including Miranda Burrowes, Rick Gierok, Mari Leisen, Mike Sheppard, Nichole Jenkins and Tom Carrino (with Tracy Jeanes as facilitator) was formed to review responses. The review committee recommended Waste Management's waste-to-energy proposal pending a presentation to City Commission. On December 12, 2024, Waste Management and Reworld presented to City Commission on the waste-to-energy process. Following the presentation, the Commission directed staff to negotiate a new franchise agreement incorporating the waste-to-energy service method.

The current waste disposal contract with Waste Management has been in effect since 2002, and it has been amended seven times over the years. The City of Eustis has maintained a positive relationship with Waste Management over that time, and they have continued to provide good service at a reasonable price.

The proposed agreement includes some key components. The term of the agreement is for five years with up to three additional five-year extensions upon mutual written consent. The franchise agreement establishes Waste Management as the exclusive waste hauler for residential and commercial waste within the City of Eustis.

Service will stay the same with a few exceptions. The biggest change is that all residential waste will be going to Reworld Waste-to-Energy Plant. As such, Eustis residential customers no longer have to separate traditional waste from recyclables. All residential waste will be permitted in either of the two toters provided. As part of this effort, Waste Management has agreed to partner with the City on a marketing and education effort. This will include decals for residential toters and mailers explaining the changes, all done at Waste Management's expense.

The agreement does adjust rates across various services as outlined in the exhibits attached to the Agreement. Below is a breakdown of the proposed monthly residential charges. Residential customers will see a monthly increase of \$2.78, which equates to just over 9 cents per day. Of that \$2.78 increase, \$2.43 is attributable to disposal fees, which is a cost to Waste Management that they must pass alo

to the customer.

<u>Breakdown of Increase in Fees</u>	<u>Jan. 1, 2024</u>	<u>% Increase</u>	<u>March 1, 2025</u>
The Solid Waste Collection	\$ 8.47	NA	\$ 13.13
Recycling Collections	<u>4.49</u>	NA	<u>0.00</u>
Total Hauling Fee	\$12.96	1.31%	\$13.13
Disposal Fee	4.42	54.98%	6.85
Franchise Fee (7% Hauling & Disposal)	1.22	14.75%	1.40
Billing Charge	<u>0.42</u>	0.00%	<u>0.42</u>
Total Charges	<u>\$19.02</u>	14.62%	<u>\$21.80</u>

Similar to the existing agreement, the new agreement allows for annual adjustments to the rates based on the Waste & Trash Collection CPI, referred to as the “Garbage & Trash Index”. Waste Management will provide information by October 31 to be considered by City Commission each year for a January 1 effective date.

Other items of note in the agreement include the fact that Waste Management will continue to support the City with Community Clean-Ups, trash service for City events, and provision of recycling dumpsters, all at no cost to the City. Also, as a new service at no charge to the City, Waste Management will provide a roll-off dumpster for the disposal of used tires collected by Eustis Public Works.

Due to the positive relationship the City has had with Waste Management, the consistently good service provided to Eustis customers, the positive environmental impact of waste-to-energy, and the efforts to keep costs down, staff is recommending approval of Resolution Number 25-17.

Budget Impact:

Resolution 25-17 will result in increased garbage costs for Eustis residents, businesses, and the City itself, but the negotiated agreement attempted to minimize those increases. It is estimated that the rate increases will result in approximately \$65,000 in additional franchise fee revenue annually.

Attachments:

Resolution Number 25-17

Franchise Agreement between the City of Eustis and Waste Management Inc. of Florida with Exhibits

Prepared by:

Tom Carrino, City Manager

RESOLUTION NUMBER 25-17

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF EUSTIS AND WASTE MANAGEMENT INC. OF FLORIDA; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND PROVding FOR AN EFFECTIVE DATE.

WHEREAS, the City issued RFP Number 011-24 for the Collection of Solid Waste Services within the City's corporate boundaries; and

WHEREAS, the Contractor submitted a proposal in response to the City's RFP; and

WHEREAS, the City has relied upon the Contractor's proposal and its experience in previously providing Collection of Solid Waste Services to the City; and

WHEREAS, after evaluating all of the proposals that were submitted in response to the City's RFP, the City Commission finds that the Contractor has submitted the best proposal; and

WHEREAS, the City wishes to use and the Contractor wishes to provide services the City with Collection of Solid Waste Services, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the City Commission finds that granting an exclusive franchise to the Contractor subject to the terms and conditions contained in this Agreement, is in the best interests of the public and will protect public health, safety and welfare; and

WHEREAS, the City Commission finds that the franchise granted herein properly balances the City Commission's desire to provide excellent, environmentally-sound solid waste collection services to the City's residents and the City Commission's desire to minimize the cost of such services.

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

1. The Franchise Agreement Between the City of Eustis and Waste Management Inc. of Florida, as attached hereto, is hereby approved; and
2. The City Manager of the City of Eustis is authorized to execute said Agreement; and
3. This Resolution shall become effective immediately upon approval.

DONE AND RESOLVED, this 6th day of February, 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Gary Ashcraft
Vice-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 6th day of February 2025, by Gary Ashcraft, Vice-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 25-17 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

**FRANCHISE AGREEMENT BETWEEN THE CITY OF EUSTIS
AND WASTE MANAGEMENT INC. OF FLORIDA**

This Franchise Agreement (“Agreement”) is made and entered into this 6th day of February, 2025, between the City of Eustis, Florida (“City”), a Florida municipal corporation, and Waste Management Inc. of Florida (“Contractor”), a Florida corporation, which is authorized to do business in the State of Florida.

RECITALS

WHEREAS, the City issued RFP No. 011-24 for the Collection of Solid Waste Services within the City’s corporate boundaries; and

WHEREAS, Contractor submitted a proposal in response to the City’s RFP; and

WHEREAS, the City has relied upon Contractor’s proposal and its experience in previously providing Collection of Solid Waste Services to the City; and

WHEREAS, after evaluating all proposals that were submitted in response to the City’s RFP, the City Commission finds that Contractor has submitted the best proposal; and

WHEREAS, the City wishes to use and Contractor wishes to provide the City with Collection of Solid Waste Services, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the City Commission finds that granting an exclusive franchise to Contractor subject to the terms and conditions contained in this Agreement, is in the best interests of the public and will protect public health, safety and welfare; and

WHEREAS, the City Commission finds that the franchise granted herein properly balances the City Commission’s desire to provide excellent, environmentally-sound Solid Waste Collection Services to the City’s residents and the City Commission’s desire to minimize the cost of such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Franchisee agree as follows:

**SECTION 1
DEFINITIONS**

For purposes of this Agreement, the definitions contained herein 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.

Agreement. This Franchise agreement between the City and Franchisee, together with all exhibits and other documents that are expressly incorporated by reference.

Acceptable Waste. Residential and Commercial Solid Waste which may be disposed of at City designated disposal facilities.

Bags. Non-dissolvable plastic trash bags.

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.

Biohazardous, Biological or Biomedical Waste. The term is defined as set forth in the Florida Administrative Code, as amended from time to time.

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 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.

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 fronds) so that such Yard Trash may be easily removed without further sorting.

Business. 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.

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

City Commission. The City Commission of the City of Eustis, Florida.

City Designated Facility. A Solid Waste Disposal Facility chosen by the City's Contract Administrator. Such facility may change from time to time.

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

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

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.

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.

Commercial Solid Waste Collection Service. 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.

Compactor. Any Container which has a compaction mechanism, whether stationary or mobile.

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

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.

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.

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. This is a multifamily dumpster service.

Contractor. That person or entity that has obtained from the City a franchise or Agreement to provide the services set forth herein.

Contract Administrator. That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.

County. This term shall mean Lake County, Florida.

Curbside Residential Recycling Collection Service. INTENTIONALLY OMITTED.

Designated Facility. The place or places specifically designated by the City for the disposal or processing of Residential Solid Waste or Commercial Solid Waste.

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.

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.

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.

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.

Gross Revenue. All Contractor revenue billed to the City for residential services, and all Contractor billed revenue for commercial and roll off services, including collection rates, disposal and franchise fees and other ancillary fees.

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.

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, or its successor law.

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.

Recycling Container. INTENTIONALLY OMITTED.

Residential Solid Waste Disposal Fee. The fee charged for Solid Waste Disposal.

Residential Recyclable Materials. INTENTIONALLY OMITTED.

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.

Residential Solid Waste Collection Service. Cart Residential Solid Waste Collection Service and Containerized Residential Solid Waste Collection Service.

Roll-off Containers. 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.

Roll-off Collection Service. The Collection and disposal of Roll-off Containers containing materials, including but not limited to, building or demolition contractor-generated Waste or Special Waste, which are not herein defined as Residential Waste or Commercial Solid Waste.

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.

Service Area. The geographical area of the municipal boundaries of the City of Eustis served by Contractor pursuant to this Agreement, as may be amended during the term of this Agreement subject to pre-existing contracts, areas annexed into City, or pursuant to law.

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, pipes, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

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.

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.

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.

Rollout Cart. A 64-gallon 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 Solid Waste collection shall be accomplished with a 64-gallon or 96-gallon cart.

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.

SECTION 2 TERM OF THE AGREEMENT

The initial term of this Agreement shall be for a period of five (5) years, commencing March 1, 2025, and ending on February 28, 2030. The parties have the option to extend this Agreement for up to three (3) additional five-year terms. Both parties must agree, in writing, to any subsequent extension.

SECTION 3 CONTRACTOR'S FRANCHISE

3.1 Exclusive Franchise Granted. Contractor is granted an exclusive franchise to provide Residential and Commercial Solid Waste 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 Material Collection services shall not be exclusive to Contractor.

3.2 Service Provided. Contractor shall provide Residential and Commercial Solid Waste Collection Service in the Service Area.

3.3 Manner of Collection. Contractor shall provide Residential 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, Contractor shall replace the Container to its original or agreed upon position.

3.4 Carts Supplied by Contractor. Contractor has previously supplied one 64-gallon and one 96-gallon Rollout Cart to each On-Service Dwelling Unit, either or both of which may be utilized for Cart Residential Solid Waste Collection Service. All carts shall remain Contractor's property. Contractor shall maintain the Rollout Carts and provide replacements for carts damaged by Contractor or those worn by normal wear and tear. Lost, stolen or otherwise damaged carts will be replaced by Contractor at no cost to the resident.

SECTION 4 WASTE COLLECTION SERVICE AREA

4.1 Description of Service Area. The Service Area includes all the land within the incorporated areas of the City.

4.2 Adjustments to Service Area. The boundaries of the Service Area may be adjusted if lands are added or removed from the City pursuant to annexation, interlocal agreement or similar change. In such cases, the rights of Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other applicable laws.

The annexation of lands after the Effective Date of this Agreement may require Contractor to provide collection services to the annexed property. Contractor shall provide its services to the annexed property for the rates established in this Agreement unless otherwise agreed to in writing by both parties. The City shall promptly notify Contractor of any changes to the Service Area which require Contractor's services.

SECTION 5 RESIDENTIAL COLLECTION SERVICE

5.1 Residential Solid Waste Collection Service. Contractor shall provide Rollout Cart Residential Solid Waste Collection Service.

5.2 Frequency of Solid Waste 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 scheduled workday.

5.3 Frequency of Residential Bulk Collection. Residential Bulk items shall be set out and collected within seventy-two (72) hours from the day the customer requests a bulk pick-up service (excluding Saturdays, Sundays and holidays).

5.4 Conditions for Solid Waste Collection. All Residential Solid Waste shall be properly containerized in Contractor provided Rollout Carts, Bundled or otherwise prepared for Collection. 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 for collection and it must be placed next to the Rollout Cart provided.

5.5 Cart Accessibility for Solid Waste Collection. 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 Contractor and customer, that will provide safe and efficient accessibility to 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 pickup location. 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.

5.6 Off-Street Service. Contractor shall provide Off-Street Residential Solid Waste Collection Service as follows:

- a. **Disabled Persons.** Notwithstanding any term or definition set forth in this Agreement, Off-Street Residential Solid Waste Collection 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 Contractor in writing of any customers requiring Off-Street Service. No additional monies shall be due to Contractor for the provision of Off-Street Service to disabled customers.
- b. **Non-Disabled Persons.** Off-Street Residential Solid Waste Collection service is available to non-disabled persons, for an additional fee as provided in the Exhibits.

SECTION 6 MULTIFAMILY CONTAINERIZED COLLECTION SERVICE

6.1 Containerized Residential Solid Waste Collection Service. Contractor shall provide Containerized Residential Solid Waste Collection Service to those Dwelling Units subscribed to services 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 from when the request is made (excluding Sundays and holidays).

6.2 Conditions and Frequency of Solid Waste Collection. 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 Contractor and the customer, but such Collection service shall be received no less than one (1) time per week with no exception for holidays as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between Contractor and customer as long as the minimum frequency requirement is met.

Container size and Collection frequency (above the minimum) shall be determined between Contractor and customer. However, size and frequency shall be sufficient to provide that no Residential Garbage, Rubbish, Yard Trash or Bulk Items (excluding White Goods) need to be placed outside the Container.

6.3 Container Accessibility for Solid Waste Collection. All Containers shall be readily accessible to Contractor's crew and vehicles and not blocked.

6.4 Provision of Containers for Collection Service. 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 provided that such Container is of a type that can be serviced by Contractor's equipment.

6.5 Collection Container Damage. Any Container Contractor damages shall be repaired or replaced, at Contractor's expense and at no cost or inconvenience to the customer, within forty-eight (48) hours, excluding Sundays and holidays. Any Contractor-owned Container damaged by the customer shall be repaired or replaced by Contractor at the customer's expense and at no cost to Contractor, within forty-eight (48) hours, excluding Sundays and holidays.

SECTION 7 COMMERCIAL COLLECTION SERVICE

7.1 Commercial Solid Waste Collection Service. 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 Contractor.

7.2 Frequency of Solid Waste Collection. Commercial Solid Waste Collection Service shall be provided as deemed necessary and as determined between Contractor and the customer, but such service shall be received no less than one (1) time per week with no exception for holidays (this does not apply to compactor service) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between Contractor and the customer as long as the minimum frequency requirement is met.

7.3 Container Service Option. Service may be provided by Container at the option of the customer. Container size and Collection frequency (above the minimum) shall be determined between Contractor and customer. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container.

7.4 Accessibility for Solid Waste Collection. All Containers, Compactors, or Garbage Cans shall be readily accessible to Contractor's crew and vehicles and not blocked.

7.5 Provision of Containers for Collection Service. 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 provided that such Container is of a type that can be serviced by Contractor's equipment. Contractor shall provide Containers requested by customers within forty-eight (48) hours of the request (excluding Saturday, Sunday and Holidays).

7.6 Collection Container Damage. Any Container Contractor damages shall be repaired or replaced, at Contractor's expense and at no cost or inconvenience to the customer, within forty-eight (48) hours, excluding Sundays and holidays. Any Contractor-owned Container damaged by the customer shall be repaired or replaced by Contractor at the customer's expense and at no cost to Contractor within forty-eight (48) hours from when the request is made (excluding Sundays and holidays).

7.7 Compactors. Contractor may provide Compactors; however, customers may own or lease Compactors provided that the customer shall be completely responsible for its proper maintenance and provided that such Compactor is of a type that can be serviced by Contractor's equipment. Compactor collection frequency shall be sufficient to contain the Commercial Solid Waste without spillage, or unsanitary or unsafe conditions.

SECTION 8 HOURS AND DAYS FOR COLLECTION SERVICE

8.1 Can Residential Solid Waste Collection Service. Can Residential Solid Waste Collection Service be provided between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, excluding Saturdays, Sundays and holidays. Collection hours and/or days may be extended due to extraordinary circumstances with the Contract Administrator's prior written consent.

8.2 Multi-Family Containerized Residential Solid Waste Collection Service. Containerized Residential Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday, excluding Sundays and holidays. Collection hours and/or days may be extended due to extraordinary circumstances with the Contract Administrator's prior written consent.

8.3 Residential Adjacent Commercial Solid Waste Collection Service. Contractor shall provide collection services between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, excluding Saturdays, Sundays and holidays. Collection hours and/or days may be extended due to extraordinary circumstances with the Contract Administrator's prior written consent.

8.4 Non-Residential Adjacent Commercial Solid Waste Collection Service. Contractor shall provide collection services between the hours of 4:00 a.m. and 8:00 p.m., Monday through Saturday, excluding Sundays and holidays. Collection hours and/or days may be extended due to extraordinary circumstances with the Contract Administrator's prior written consent.

SECTION 9 HOLIDAYS

Contractor shall not be required to provide Residential or Commercial Solid Waste Collection Services or maintain office hours on Thanksgiving, Christmas, New Year's Day, Memorial Day, the 4th of July, and Labor Day. Residential Solid Waste (Garbage, Rubbish, or Yard Waste) which is scheduled for pick up, but which is not collected on the holiday shall be collected on the next scheduled workday. 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. It shall be the responsibility of Contractor to notify the City of alternative holiday collection days.

SECTION 10 COLLECTION SERVICE SCHEDULES AND ROUTES

Contractor shall provide the Contract Administrator schedules for all Residential and Commercial Solid Waste Collection Service routes and shall always keep such information current. If any changes to 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, at least two (2) weeks prior to the schedule change, Contractor shall immediately notify the affected customer(s), in writing or by other manner approved by the Contract Administrator.

SECTION 11

RESIDENTIAL RECYCLING COLLECTION SERVICE NOT PART OF AGREEMENT

Curbside Residential Recycling Collection Service is not provided under this Agreement. However, should the City desire to include this service and Contractor can provide such service, the parties agree to participate in good faith negotiations to amend this Agreement for the inclusion of such service.

SECTION 12

RATES FOR CONTRACTOR'S SERVICES

12.1 Can Residential Solid Waste Collection Rates. The Rates that shall be charged for Can Residential Solid Waste Collection and any additional charges under this Agreement are listed in the Exhibits.

12.2 Containerized Residential Solid Waste Collection Rates. The Rates that shall be charged for Containerized Residential Solid Waste Collection under this Agreement are listed in the Exhibits.

12.3 Can Commercial Solid Waste Collection Rates. The Rates that shall be charged for Can Commercial Solid Waste Collection under this Agreement are listed in the Exhibits.

12.4 Containerized Commercial Solid Waste Collection Rates. The Rates that shall be charged for Containerized Commercial Solid Waste Collection and any additional charges under this Agreement are listed in the Exhibits.

12.5 Annual Adjustments to Collection Component of Rates. Subject to compliance with all provisions in this Section, each year Contractor shall receive an annual adjustment in the collection and other non-disposal portions of Residential and Commercial Solid Waste Collection Rates as set forth in the attached Exhibits.

Effective January 1, 2026, and each January 1 thereafter during the term of this Agreement, the Rates shall be adjusted by the percentage change in the Waste & Trash Collection CPI (BLS CUSR0000SEHG02) (referred to as the "Garbage & Trash Index") from the base month, which shall be September of the prior year, through September of the current year.

On or before October 31 of each year during the term of this Agreement, Contractor shall deliver to the City a printout of the September Garbage & Trash Index with new proposed Rate Exhibits. Should the September Garbage & Trash Index be unavailable by October 15, the parties agree that Contractor may utilize the August Garbage & Trash Index for submission to the City. If Contractor fails to submit the requisite information due to extraordinary circumstances as demonstrated by Contractor, the City may still consider the request for the annual Garbage & Trash CPI rate adjustment if it so chooses.

12.6 Adjustments to Disposal Charges. The City shall pay for any increase in the rate charged by the applicable disposal facility. Contractor shall provide City with documentation and advance notice, when possible, of such increase. The parties shall adjust the Disposal charges in the Exhibits accordingly.

12.7 Residential Disposal. The Waste collected in connection with the Residential Solid Waste Collection Service shall be brought for disposal to the Reworld Waste-To-Energy Plant. Should the Reworld Waste-To-Energy Plant become unavailable for a period of 90 days or more, Contractor shall notify the City as soon as reasonably possible. During the time Reworld Waste-To-Energy Plant is unavailable, Contractor shall transport the collected matter to its Wildwood Transfer Station at the Disposal rate currently in effect under the terms of this Agreement. During the 90-day period, the parties agree to negotiate, in good faith, the terms of this Agreement. Failure to reach an agreement 90 days from the date Contractor notified the City in writing of this occurrence, or by a date mutually agreed to, in writing, by the parties, the Agreement may be terminated by either party.

12.8 Rate Adjustments for Changes in Law. State Sales or Service Tax. In the event the State of Florida requires Contractor to begin paying sales or service tax on Residential or Commercial Solid Waste Collection Services, 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 charge within sixty (60) days the Contract Administrator receives the request and all supporting information, or the date the sales or service tax is implemented, whichever is later.

12.9 Other Costs. 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. Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may request from 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 13 SERVICE RATES AND CHARGES COLLECTION

13.1 Residential Service Charges. The City shall be responsible for the billing of all collection and disposal fees for Residential Solid Waste Collection Services (excluding Multifamily Containerized Residential Collection Service which shall be billed by Contractor).

13.2 Commercial and Containerized Residential Service Charges. Contractor shall be responsible for the billing of all collection and disposal fees for all Commercial Solid Waste Collection Service and for Containerized Residential Collection Service.

13.2.1 Level, Type and Disclosure of Rates. Prior to providing Commercial Solid Waste Collection Services, 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 the Exhibits.

13.3 Additional Services. At the customer's request Contractor may provide additional services for an additional fee as outlined in the Exhibits. Arrangements for billing and collection for such additional services shall be solely between Contractor and the customer.

SECTION 14 FRANCHISE FEE

14.1 Franchise Fee. A franchise fee equal to seven (7%) percent of the gross residential revenues and ten (10%) percent of gross commercial/roll off revenues collected from all customers in the Service Area shall be retained by or paid to the City monthly. The franchise fee shall be a separate line on each invoice.

14.2 Payment Acceptance Non-Waiver. Acceptance by the City of Contractor's payment of the franchise fee is not a waiver of the City's right to audit Contractor's records to confirm accuracy of said payment.

14.3 Fee Collection Reporting and Error Remedy. The City shall be entitled to quarterly reports to be delivered to the Contract Administrator by Contractor showing all necessary data to ascertain franchisee fee payment accuracy. Should underpayment be discovered within one year of the City's receipt of said quarterly report, the Contract Administrator shall notify Contractor in writing and allow Contractor a period of thirty (30) days to review the error and remit payment to the City for any outstanding amount. This period shall be known as a cure period and may be extended by the parties, in writing, if mutually agreeable. Failure to rectify the underpayment may result in Contractor being found in breach of this Agreement warranting termination and interest at the highest rate allowable by law being charged to Contractor from the date the error occurred.

SECTION 15 PAYMENTS

No later than the fifteenth (15th) day following the month this Agreement becomes effective, and each month thereafter during the term of this Agreement, the City will prepare and deliver to Contractor and Contractor shall prepare and deliver to City a Monthly Payment Form as set forth in the Exhibits. The amount due will be payable no later than the tenth (10th) day of the following month.

SECTION 16 CONTRACTOR SERVICES FOR THE CITY

16.1 Community Cleanups. Contractor agrees to perform at least four (4) community cleanups within the Service Area each calendar year. The times and locations of the community cleanup shall be selected by the Contract Administrator after coordinating with Contractor. Contractor shall provide appropriate containers during each community cleanup at no cost to the City. During the community cleanup, Contractor shall collect only Garbage, Trash, Yard Trash, and Bulk Trash. Contractor shall transport these materials for disposal at no cost to the City.

16.2 Collection for City-Sponsored Events. Contractor shall provide collection services at designated City facilities at no cost to the City, at least six (6) times per calendar year. The times and locations of the City events shall be selected by the Contract Administrator after coordinating with Contractor.

16.3 Yellow Recycling Containers. Contractor agrees to continue to provide yellow recycling containers within the City's commercial area, as designated by the City, for use by all residents wishing to drop recycling. Contractor shall dispose of the recycling at no cost to the City.

16.4 Tire Disposal. Contractor agrees to provide a Roll-off container to the City for used tires collected by City Public Works. As needed, Contractor will transport the Roll-off container and dispose tires at Global Tire Recycling in Wildwood Florida at no cost to the City.

SECTION 17 PUBLIC NOTICES AND EDUCATIONAL SERVICES

Contractor shall provide public notices and educational services to help inform the public about the City's Solid Waste Management system. Contractor shall work closely with the City when preparing the notices, educational materials, and promotional information being sent to customers in the Service Area. The design and content of the notices, educational materials, and promotional information shall be subject to the City's approval. Contractor shall be responsible for all expenses associated with the notices, educational materials, and promotional information required herein.

SECTION 18 SPILLAGE AND LITTER

Contractor shall not litter premises in the process of making Collections but shall not be required to Collect any Residential Solid Waste, or Commercial Solid Waste that have not been either placed or prepared in any manner as set forth herein. Contractor shall transport all Residential Solid Waste or Commercial Solid Waste in such a manner as to prevent the spilling or blowing from Contractor's vehicle. Contractor shall promptly clean up all spillage it causes.

SECTION 19 CONTRACTOR'S PERSONNEL

Contractor shall assign qualified 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. Contractor shall employ and assign qualified personnel to perform all services set forth herein. 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. The City may request the transfer of any employee of Contractor who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties. 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 20 COLLECTION EQUIPMENT

Contractor shall always have on hand, in good working order, Solid Waste Collection equipment as shall permit Contractor to adequately and efficiently perform the duties specified in this Agreement. Solid Waste Collection equipment shall be of the enclosed, loader-packer type. All equipment shall always be kept in good repair and appearance and in a sanitary, clean condition. Contractor shall always have available to it 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 Contractor to perform the contractual duties. 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 21 EXEMPT WASTE

Contractor shall not be required to collect and dispose of Exempt Waste but may offer such services. Collection and disposal of Exempt Waste is not required under this Agreement, but if provided by Contractor, it shall be in strict compliance with all federal, state and local laws and regulations.

SECTION 22 OFFICE

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 Contractor provides Residential Solid Waste Collection Services. Contractor shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed. Contractor shall provide the Contract Administrator with an emergency phone number where it can be reached at all times.

SECTION 23 SERVICE INQUIRIES AND COMPLAINTS

23.1 Customers Billed by the City. All customers billed directly by the City for Solid Waste Collection shall contact the City's Utility Department Customer Service for all service-related inquiries and complaints.

23.2 Customers Billed by Contractor. All customers billed directly by Contractor for Solid Waste Collection and additional services shall contact Contractor for all service-related inquiries and complaints. Contractor shall provide written notice in a format approved by City to all customers, served by Contractor, about complaint procedures, rules and regulations including office hours, telephone number and mailing address.

23.3 Contractor Complaint Handling. Contractor shall handle all service complaints 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.

23.4 Contractor Complaint Records Retention. 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. 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 Contractor during the preceding month.

23.5 Contract Complaint Reporting. 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 the actions of Contractor's employees, agents or subcontractors.

23.6 Immediate Notification of Certain Complaints. Contractor shall immediately notify the Contract Administrator if Contractor receives a complaint involving a claim of personal injury, death, or property damage resulting from Contractor's actions in the City. Contractor shall provide the Contract Administrator with a written report about any such matters within three (3) calendar days after Contractor receives the complaint.

SECTION 24 QUALITY OF PERFORMANCE OF CONTRACTOR

It is the intent of the City to ensure that Contractor provides quality Collection services. To this end, all complaints shall be promptly resolved pursuant to the provisions of this Agreement. In the event legitimate complaints, as determined by the Contract Administrator, exceed two (2%) percent of Contractor's total customers within its Residential Service Area during any applicable fiscal year, or one-half of one percent (.5%) of Contractor's total customers within its Residential 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 Contractor for failure to appropriately respond to a failure to pick up allegation within twenty-four (24) hours of verbal notification by the City or the consumer of the failure to pick up.

1. Failure to clean up spillage caused by Contractor.
2. Failure to replace damaged Containers in the required time-period (forty-eight (48) hours except for Sundays or holidays).
3. Failure to replace Containers in designated location, crossing planted areas, or similar violations.
4. Failure to repair damage to customer property.

The Contract Administrator may also levy administrative charges for all other infractions of this Agreement 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 Agreement.
4. Failure to maintain and/or submit to the City all documents and reports required under the provisions of this Agreement.
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 Agreement.

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 at 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 to the Designated Facility will result in the following administrative charges:

- First Offense - \$1,000.00 administrative charge.
- Second Offense - \$2,500.00 administrative charge.
- Third Offense – termination of Agreement.

For the purpose of this section, the Contract Administrator may deduct any administrative charges from payments due or to become due to Contractor. The Contract Administrator may assess administrative charges, pursuant to this Section, on a monthly basis in connection with this Agreement and shall, at the end of each month during the term of this Agreement, notify Contractor in writing of the administrative charges assessed and the basis for each assessment. Contractor shall pay the assessment within thirty (30) days of the date of the notice. In the event 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 Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City Commission shall be the final administrative action.

SECTION 25

FILING OF REQUESTED INFORMATION AND DOCUMENTS

25.1 In addition to any other requirements of this Agreement, Contractor shall be required to file statistical and other pertinent information pertaining to Residential and Commercial Solid Waste 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 Agreement.

25.2 Contractor shall file and keep current with the City all documents and reports required by this Agreement. Prior to September 1 of each year this Agreement is in effect, 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, driver's license certifications, and lists of Collection equipment vehicles are current and on file with the City.

25.3 The assessment or payment of any administrative charges imposed upon Contractor by virtue of this entire section shall not constitute a defense to Contractor nor an election of remedies by the City or an estoppel against the City nor prevent the City from testing this Agreement.

25.4 The election of the City to refrain from assessing administrative charges, suspending or terminating this Agreement, or seeking any other relief for any Contractor failure 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 26
PUBLIC RECORDS RETENTION**

To the extent doing so will not violate any federal law relating to confidentiality of records, Contractor shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes by:

- a. Keeping and maintaining all public records required by the City to perform the service.
- b. Providing to the City, upon request from the City's Custodian of Records, a copy of any requested records or allowing such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensuring all public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, are not disclosed except as otherwise authorized by law for the duration of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the City.
- d. Upon completion of the Agreement, either (1) transferring to the City, at no cost to the City, all public records in Contractor's possession and destroying any duplicate copies of public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, or (2) continuing to keep and maintain all public records required by the City to perform the service in accordance with all applicable requirements for retaining public records. All records stored electronically by Contractor must be provided to the City in a format that is compatible with the City's information technology systems.

Notwithstanding anything contained herein to the contrary, failure to comply with the above provisions shall constitute a default and material breach of the Agreement by Contractor and shall give the City the option, but not the obligation, to immediately terminate the Agreement without penalty.

CONTRACTOR SHALL DIRECT ALL QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT TO THE CITY'S CUSTODIAN OF RECORDS AT (352) 483-5430 OR CITYCLERK@EUSTIS.ORG OR 10 N. GROVE ST., EUSTIS, FL 32726.

SECTION 27 EMERGENCY SERVICE PROVISIONS

In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator may grant Contractor a variance from regular routes and schedules. As soon as practicable after such an event, 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 Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. Contractor shall receive additional compensation, above the normal compensation as stated in the Exhibits to this Agreement for such an occurrence, provided Contractor has first secured written authorization and approval from the City.

SECTION 28 PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

SECTION 29 PERFORMANCE BOND

Prior to commencing service under this Agreement, 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 \$2,000,000.00 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 30 INSURANCE

Contractor shall provide, pay for, and maintain in force at all times during the term of this Agreement, 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 and Employers Liability Insurance to apply for all employees in compliance with federal and state law. In addition, the policies shall include a limit of Three Million Dollars (\$3,000,000.00) per accident and per employee for disease.

B. General Liability Insurance. General Liability Insurance with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, \$6,000,000.00 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 Agreement, including the indemnification section.
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 insurance for all subcontractors shall be Contractor's responsibility. Contractor shall ensure that subcontractors are properly insured to meet the above requirements before subcontractors are permitted to commence work pursuant to this Agreement.

E. Certificate of Insurance. Contractor shall provide to City a Certificate of Insurance required by this Section. 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 31 INDEMNITY

31.1 The City has provided certain concessions and otherwise given good and valuable consideration, the sufficiency of which is acknowledged by Contractor, and for said consideration, Contractor agrees as follows:

- a. Contractor shall indemnify and save harmless and defend the 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 Agreement. 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 Contractor.

- b. Contractor further agrees to indemnify, save harmless and defend the 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 Contractor not included in this Agreement and for which the City, its agent, servants or employees are alleged to be liable.
- c. 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.
- d. The execution of this Agreement 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 this Agreement.
- e. 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.
- f. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Notwithstanding the foregoing indemnifications, Contractor shall not be responsible for the negligent acts or omissions attributable to City. However, nothing in this Agreement shall be construed as the City waiving its sovereign immunity pursuant to Section 768.28, et seq., Florida Statutes, or any other sovereign or governmental immunity. This section shall survive the termination of this Agreement.

31.2 Contractor shall require all subcontractors who are engaged to perform Residential or Commercial Solid Waste 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 Agreement. However, Contractor shall remain liable to the City should the subcontractor fail to comply with this provision and/or should the City determine, at its sole discretion, the subcontractor's indemnity is inadequate or insufficient.

SECTION 32 BOOKS AND RECORDS

32.1 Contractor shall keep records which are adequate to meet all requirements as set forth herein. Such records shall relate only to this Agreement and shall be kept separate and apart from all other records maintained by Contractor.

32.2 The City or its designee shall have the right to review all records maintained by Contractor, related to this Agreement, on three (3) days written notice. Financial schedules as specified by the City pertaining only to this specific Agreement and Service Area, shall be delivered to the City no later than September 1 of each year during the term of this Agreement.

32.3 Contractor will provide monthly reports to the City reflecting the number of residential tons delivered to the Reworld Waste-To-Energy Plant.

SECTION 33 POINT OF CONTACT

The day-to-day dealings between Contractor and the City shall be between Contractor and the Contract Administrator. Contractor shall designate in writing an employee to handle the day-to-day contact with City.

SECTION 34 NOTICE

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by messenger or courier service, or mailed by registered or certified mail, return receipt requested, and addressed to:

If to the City

City Manager
City of Eustis
10 N. Grove Street
Eustis, FL 32727-0068

If to Contractor

Waste Management Inc. of Florida
1800 North Military Trail, Suite 201
Boca Raton, FL 33431

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, if by personal delivery via messenger or courier service, on the date delivered or, if mailed, on the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as undeliverable.

SECTION 35 AGREEMENT DEFAULT

35.1 Except as otherwise provided below or where termination is provided for elsewhere in this Agreement, the City may cancel this Agreement by giving Contractor thirty (30) days advance written notice, to be served as provided in Section 34, upon the happening of any one of the following events:

- a. 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 for 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

- b. By order or decree of a court, 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 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
- c. 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 Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
- d. 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 sixty (60) days of receipt of written notice by City to do so; or
- e. 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
- f. 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, 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
- g. Contractor has defaulted, by failing or refusing to perform or observe the material terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the City pursuant thereto or has wrongfully failed or refused to comply with the lawful 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 Contractor of written demand from the City to do so, 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 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 above subsections a, b or c. However, notwithstanding anything contained herein to the contrary, for the failure of Contractor to provide Collection services for a period of three (3) consecutive scheduled working days (excluding Force Majeure circumstances), the City may secure Contractor's billing records on the fourth (4th) working day in order to provide interim Collection services until such time as the matter is resolved and Contractor is again able to perform pursuant to this Agreement; provided, however, if 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 Agreement to Contractor shall cease and this Agreement may be deemed terminated by the City.

35.2 In the event of the aforesaid events specified in the above subsection and except as otherwise provided in said subsection, termination shall be effective upon the date specified in the City's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the City under this Agreement to 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 Contractor shall reimburse the City all direct and indirect costs of providing interim Solid Waste and recycling collection services.

35.3 Contractor recognizes that the failure on its part to comply with the terms of this Agreement is likely to cause irreparable damage to the City and damages at law would be an inadequate remedy. Therefore, Contractor agrees that in the event of a breach or threatened breach of any of the terms of the Agreement by 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 Agreement by Contractor.

35.4 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 Agreement. The City shall also be able to seek injunctive relief to prohibit any act or omission by Contractor or its employees that constitutes a violation of any applicable law, is dishonest or misleading. Contractor 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 Contractor of this Agreement.

SECTION 36

AGREEMENT MODIFICATIONS DUE TO PUBLIC WELFARE, CHANGE IN LAW OR CHANGE IN ORDINANCES OR REGULATIONS

36.1 The City shall have the power to make changes in this Agreement as the result of changes in law or of the City or County Code to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing Residential and Commercial Solid Waste Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The City shall give 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 and Commercial Solid Waste 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 Contractor.

36.2 The City and 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 Agreement. 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 the provisions of this Agreement and the customers of Contractor located within the Service Area. In the event any future change in the City Code materially alters Contractor's obligations, then Contractor shall be entitled to an adjustment in the Collection charges established under this Agreement and the City shall not unreasonably withhold such compensation. Nothing contained in this Agreement 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 Agreement which may be required in order to implement changes in the interest of public welfare or due to change in law. When such modifications are made to this Agreement, the City and Contractor shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of Contractor due to any modification in the Agreement 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 37 INDEPENDENCE OF AGREEMENT

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 Contractor as an agent, representative or employee of the City for any purpose whatsoever. Contractor is to be, and shall remain, an independent Contractor with respect to all services performed under this Agreement. Contractor shall be solely responsible for the acts and omissions of its officers, agent, employees, permitted Contractors and permitted subcontractors.

SECTION 38 EMPLOYEE STATUS

Persons employed by Contractor in the performance of services and functions pursuant to this Agreement 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 39 EQUAL OPPORTUNITY EMPLOYMENT

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure 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, layoffs or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

SECTION 40 FORCE MAJEURE

40.1 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 damage and/or return to normal operations.

40.2 Any party excused from performing any obligation under this Agreement 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 Agreement.

40.3 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 Agreement.

40.4 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 41 RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by 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 42 LAWS TO GOVERN

This Agreement 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 Agreement shall be brought in the State of Florida Fifth Judicial Circuit Court located in Lake County.

SECTION 43 COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, and permitted subcontractors shall comply with all federal, state and local laws, ordinances, rules, and regulations.

SECTION 44 SEVERABILITY

If any provision of this Agreement 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 45
TITLE TO WASTE**

Contractor shall have title to all Residential and Commercial Solid Waste Collection from Collection until delivery to the Designated Disposal Facility.

**SECTION 46
ASSIGNMENT OR SUBCONTRACT**

No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or in part by 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 Contractor. However, approval shall not be unreasonably withheld. Any assignment or subcontract of this Agreement made by 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 Agreement and immediately terminate this Agreement by giving Contractor written notice. Upon the date of such notice this Agreement shall be deemed terminated and upon such termination all obligations of the City under this Agreement to 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 Agreement. When an assignment is approved by the City, the assignee shall fully assume all the terms, obligations, covenants and promises of Contractor provided for herein and shall so indicate in writing prior to the request for approval.

**SECTION 47
MODIFICATION**

This Agreement constitutes the entire agreement 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 48
LOCAL IMPROVEMENTS**

The 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 Contractor from traveling its accustomed route or routes for Solid Waste Collection. The City shall communicate anticipated roadway improvements/closures to Contractor as promptly as possible. The Contract Administrator and Contractor shall work together to aid Contractor's continuation of Solid Waste 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 49
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 Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of the City in the event Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire such certainty with regard to such matters.

**SECTION 50
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 Agreement 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 Agreement. For the breach of violation of this provision, City shall have the right to terminate the Agreement without liability, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 51
ENTIRE AGREEMENT**

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 Agreement 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 52
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 Agreement and, accordingly, the rule that the Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

**SECTION 53
EFFECTIVE DATE**

This Agreement shall become effective on March 1, 2025.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF EUSTIS through its City Commission, signing by and through its Vice-Mayor, authorized to execute the same by Commission action on the ____ day of February, 2025 and duly authorized to execute same.

CORPORATE SEAL

ATTEST:

CITY OF EUSTIS, FLORIDA

Christine Halloran, City Clerk

Gary Ashcraft, Vice-Mayor

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

City Attorney

Date

CONTRACTOR:
WASTE MANAGEMENT INC.
OF FLORIDA

By: David M. Myhan
Title: President

ATTEST:

By: _____

Title: _____

Date: _____

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

Solid & Yard Waste Collection	\$ 13.13
Recycling Collection-currently not applicable	\$ -
Hauling Subtotal	<u>\$ 13.13</u>
Disposal Fee	\$ 6.85
Franchise Fee (7%)	\$ 1.40
Billing Charge	\$ 0.42
Total Monthly Charge	<u><u>\$ 21.80</u></u>

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 March 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

Exhibit 2
City of Eustis
Containerized Residential Solid Waste Collection Rates
To be Billed by the Provider

Effective Date March 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	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

Exhibit 3
City of Eustis
Containerized Commercial Solid Waste Collection Rates
To Be Billed by the Provider

Effective Date March 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	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

Exhibit 4
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 March 1, 2025

<u>One Garbage Can</u>						
Pick-up per Week	1 x WK	2 x WK	3 x WK	4 x WK	5 x WK	6 x WK
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
<u>Two Garbage Cans</u>						
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
<u>Three Garbage Cans</u>						
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
<u>Four Garbage Cans</u>						
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
<u>Five Garbage Cans</u>						
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
<u>Six Garbage Cans</u>						
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

Exhibit 5
City of Eustis
Additional Containerized Commercial Solid Waste Collection Rates
To Be Billed by the Provider

Effective Date: March 1, 2025

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)

Exhibit 6
City of Eustis
Open Top Roll-Off and Compactor Rate Schedule
To Be Billed by the Provider

Effective Date: February 1, 2025

Container Delivery Charge

Container Size	10 Yards	20 Yards	30 Yards	40 Yards
Charge	\$ 146.56	\$ 146.56	\$ 146.56	\$ 146.56
Franchise Fee (10%)	\$ 14.66	\$ 14.66	\$ 14.66	\$ 14.66
Total	\$ 161.22	\$ 161.22	\$ 161.22	\$ 161.22

Container Rental

Container Size	10 Yards	20 Yards	30 Yards	40 Yards
Charge	\$ 146.56	\$ 175.88	\$ 205.19	\$ 234.49
Franchise Fee (10%)	\$ 14.66	\$ 17.59	\$ 20.52	\$ 23.45
Total	\$ 161.22	\$ 193.47	\$ 225.71	\$ 257.94

Container Hauling Charge

Container Size	10 Yards	20 Yards	30 Yards	40 Yards
Hauling Charge ***	\$ 351.73	\$ 381.06	\$ 432.29	\$ 468.99
Franchise Fee (10%)	\$ 35.17	\$ 38.11	\$ 43.23	\$ 46.90
Total	\$ 386.90	\$ 419.17	\$ 475.52	\$ 515.89

***Container Haul charges do not include disposal. Customer will be charged actual disposal cost plus 10% franchise fee.

Additional Charges

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



City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: FEBRUARY 6, 2025
 RE: **FIRST READING**

ORDINANCE NUMBER 25-01: AMENDMENT TO CHAPTERS 102 and 109 OF THE LAND DEVELOPMENT REGULATIONS

Introduction:

After conducting a workshop related to the Land Development Regulations with the consultant, Kimley-Horn in November, 2024, the City Commission instructed the Planning staff to bring back proposed language to assist it with regulating and controlling locations for self-service storage facilities. Additionally, the City Commission also expressed a desire to require a pre-application community meeting for certain development projects. Ordinance Number 25-01 amends the Land Development Regulations, Chapter 102, Section 102-11 (b) Community Meeting and Chapter 109, Section 109-4 Use Regulations Table to provide for consistency with the Comprehensive Plan, and clarify the City Commission's legislative intent.

Recommended Action:

The administration recommends approval of Ordinance Number 25-01.

Background:

Periodic revisions and updates to the Land Development Regulations provide for consistency with the Comprehensive Plan, and clarify the City Commission's legislative intent.

Chapter 102, Section 102-11(b) Community Meeting:

A. Amend the Community Meeting section to require a number of development applications to hold a Pre-Application Community Meeting for the following development applications:

- 1. Residential subdivisions with more than 10 lots;***
- 2. Mixed Use and Multi-Family developments on projects greater than 5 dwelling units per acre;***
- 3. Proposed commercial projects with buildings over 50,000 square feet in size;***
- 4. Any planned unit development (PUD); and***
- 5. Any Future Land Development District change on properties over 4 acres (not a part of an annexation application).***

Chapter 109, Section 109.4. Use Regulations Table:

B. Amend the Use Regulations Table (Section 109.4) to remove self-service storage as a permitted use in the General Commercial (GC) land use district and make it a conditional use only in the General Industrial land use district:

SPECIFIC USE	Residential				Commercial & Industrial		Mixed Use				Other			Standards
	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	
KEY: P = Permitted Use L = Permitted Subject to limitations in Standards Column C = Conditional Use Blank = Not Permitted														
COMMERCIAL														
Parking, Commercial					P		P	C	P	P	L			9
Pharmacy					P	C	P	C	P	P				
Restaurant, no drive-through				L	P		P	C	P	P	L			1,9
Restaurant with drive-through					P		C	C	P	P				
Retail Sales & Service				L	P	C	P	C	P	P	L			1,9
Self Service Storage						C								
Vehicle Parts & Accessories					P	P	P	C	C	P				
Vehicle service, general					P	P	P	C	C	P				

C. Amend the Use Regulations Table (Section 109.4) to add a hookah/vapor bar or tavern as a conditional use in the General Commercial (GC), Mixed Commercial Residential, (MCR) Mixed Commercial Industrial (MCI) and Central Business District (CBD) land use districts:

SPECIFIC USE	Residential				Commercial & Industrial		Mixed Use				Other			Standards
	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	
KEY: P = Permitted Use L = Permitted Subject to limitations in Standards Column C = Conditional Use Blank = Not Permitted														
INDUSTRIAL														
Crematorium							C							
Heavy Industrial							P							
Hookah/Vapor Bar Tavern							C	C	C	C	C			
Research lab without manufacturing							P	P	P	C	C	P		

Community Input

Development Services has properly advertised the ordinance and there is an opportunity for community input at the public hearing.

Budget / Staff Impact:

None

Prepared By:

Mike Lane, AICP, Development Services Director

Attachments:

Ordinance Number 25-01

Pre-Application Community Meeting Instructions

Proposed Use Regulations Table

ORDINANCE NUMBER 25-01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, SECTION 102-11(b) COMMUNITY MEETING AND SECTION 109.4 USE REGULATIONS TABLE; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Eustis City Commission adopted revised Land Development Regulations under Ordinance 09-33 on July 16, 2009, amended by Ordinance 15-13 on October 1, 2015, Ordinance 16-18 on April 7, 2016, Ordinance 16-13 on May 19, 2016, Ordinance 16-31 on December 15, 2016, Ordinance 17-17 on November 2, 2017, Ordinance 19-12 on June 6, 2019, Ordinance 19-22 on August 1, 2019; and Ordinance 20-45 on November 19, 2020 and

WHEREAS, the City Commission finds it necessary to periodically revise and update the Land Development Regulations; and

WHEREAS, the City Commission finds the proposed revisions are necessary to provide for consistency with the Comprehensive Plan, and clarify the City Commission's legislative intent; and

WHEREAS, the Local Planning Agency reviewed the proposed revisions to the Land Development Regulations and finds them to be in compliance with the Comprehensive Plan.

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

SECTION 1.

That the City of Eustis Land Development Regulations are hereby amended as show in the redline/strike through below:

A. Section 102-11 – General Procedures for Development Approval . . .

(b) Community Meeting.

(1) Generally. To increase community awareness and participation, applicants seeking specified types of developments ~~are encouraged to shall~~ hold a pre-application community meeting to address community concerns related to the proposed development prior to submittal of the application.

a. A Pre-Application Community Meeting is ~~especially important required~~ for the following ~~proposed~~ development applications:

1. Residential subdivisions with more than 10 lots, especially those requesting a density variation greater than 25 percent under section 115-3.3(a)(1).
2. MultiMixed-use developments (including multi-family) for those properties greater than 5 dwelling units per acre.
3. Conditional uses.
3. Proposed commercial and industrial projects with buildings over 50,000 square feet in size uses adjacent to residential land use properties.
- 4.5. Any PUD.
- 5.6. Design district change Any Future Land Use Map Amendment on properties over 4 acres (requested by a property owner and not initiated by the City or required because of annexation).
7. Comprehensive plan amendment.

(2) The recommended submittal requirements for review at the Pre-Application Community Meeting are as follows:

- a. A map showing the general location of the property.
- b. An aerial map of the property.
- c. A boundary survey or other scaled delineation of the parcel.
- d. A map of the future land use designations for the site and the surrounding area within 500 feet of the property.
- e. ~~A map of the design district designations for the site and the surrounding area within 500 feet of the property, including proposed streets.~~
- f. A conceptual site plan or lot layout (if applicable) that includes the following:
 1. Number and type of dwelling units and lot sizes if applicable.
 2. Total acreage.
 3. Total developable acreage (total acreage less water bodies and wetlands).
 4. Total open space required and provided.

- 5. Net density calculation.
- 6. Required buffers.
- 7. Requested waivers.
- 8. Vehicular and pedestrian connections and access points.

(3) City staff must approve the time and location for the Pre-Application Community Meeting.

(4) City staff Developer or his/her representative shall prepare a report summarizing the attendance and discussion at the Pre-Application Community Meeting within 30 days of the meeting and submit to the Planning staff during their initial submittal.

(5) The applicant shall include the City's report with its application.

B. Section 109.4 Use Regulations Table is hereby amended to allow self-service storage as a conditional use in all land use districts.

	Residential				Commercial & Industrial		Mixed Use				Other			Standards
SPECIFIC USE	R R	S R	U R	M H	GC	GI	CB D	R T	MC R	M CI	PI	A G	CO N	
KEY: P = Permitted Use L = Permitted Subject to limitations in Standards Column C = Conditional Use Blank = Not Permitted														
COMMERCIAL														
Parking, Commercial					P		P	C	P	P	L			9
Pharmacy					P	C	P	C	P	P				
Restaurant, no drive-through				L	P		P	C	P	P	L			1,9
Restaurant with drive-through					P		C	C	P	P				
Retail Sales & Service				L	P	C	P	C	P	P	L			1,9

Self Service Storage						<u>C</u>								
Vehicle Parts & Accessories					P	P	P	C	C	P				
Vehicle service, general					P	P	P	C	C	P				

C. Section 109.4 Use Regulations Table is hereby amended to add a hookah/vapor bar or tavern as a conditional use in Mixed Commercial Industrial (MCI) and General Industrial (GI) land use districts:

SPECIFIC USE	Residential				Commercial & Industrial		Mixed Use				Other			Standards
	R R	S R	U R	M H	GC	GI	CB D	R T	MC R	M CI	PI	A G	CO N	
KEY: P = Permitted Use L = Permitted Subject to limitations in Standards Column C = Conditional Use Blank = Not Permitted														
INDUSTRIAL														
Crematorium						C								
Heavy Industrial						P								
<u>Hookah/Vapor Bar Tavern</u>					<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>				
Research lab without manufacturing					P	P	P	C	C	P				

SECTION 2.
That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3.

That it is the intention of the City Commission of the City of Eustis that the provisions of this Ordinance shall become and be made a part of the Land Development Regulations in the

City of Eustis Code of Ordinances and that the sections of this Ordinance may be renumbered 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 4.

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

SECTION 5.

That this Ordinance shall become effective upon passing.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this _____ day of _____, 2025.

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

Willie Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this ____ day of _____, 2025, by Willie Hawkins, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-01 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



Pre-Application Community Meeting Instructions

What is the Pre-Application Community Meeting?

The Pre-Application Community Meeting is a mandatory form of community outreach conducted by the project applicant to receive initial feedback regarding certain project types, prior to submittal to the City's Planning Division or the Development Services Department. Adjacent neighbors and relevant civic/community organizations should be invited to attend this meeting, which must take place during certain hours of the day and within a certain distance from the project site. The meeting's intention is to initiate community communication and identify issues and concerns early on; and provide the project applicant the opportunity to address neighbor concerns about the potential impacts of the project, prior to submitting an application.

Why is the Pre-Application Community Meeting Required?

The Pre-Application Community Meeting process is required for certain projects in accordance with [Section 102-11\(a\)\(3\)](#) of the Land Development Regulations. Applicants for projects that are not subject to the Pre-Application Conference can also schedule and host the community outreach meeting, in accordance to the requirements described in this document. Individuals contacted as a result of the Pre-Application Community Meeting, will also be notified if and when the project is heard by the City Commission for approval.

When is the Pre-Application Community Meeting Required?

A Pre-Application Community Meeting is required for the following development application:

- Preliminary Major Subdivision Plats over 10 lots;
- Detailed Mixed-Use and Multi-Family Site Plans greater than five (5) dwelling units per acre;
- Detailed Commercial Site Plans over 50,000 square feet;
- All Planned Unit Development Overlay Amendments (PUD); and
- Future Land Use Map Amendments (FLU Map Amendment) over 4 acres - not part of an annexation.

Pre-Application Community Meetings are optional for any other type of development application. If the development application is not formally accepted for review within two years of the date the Pre-Application Community Meeting was conducted, then the applicant MUST conduct a second Pre-Application Community Meeting.

INSTRUCTION FOR PRE-APPLICATION COMMUNITY MEETINGS

Prior to filing any of the aforementioned project development applications, the applicant must first conduct at least a minimum of one Pre-Application Community Meeting. To proceed with this process, please:

1. Schedule a **Pre-Application Conference** with the Planning Division staff to confirm the specific application type and to collect needed information like an aerial sketch map, case number, and community mailing lists. Submit Pre-Application Conference request [here](#) and provide the materials listed here.
2. Send a **Pre-Application Community Meeting Informational Mailing** with information of the Pre-Application Community Meeting to the Planning staff, Registered Community Associations, and landowners adjoining, across the street, alley, or canal from subject site, ten (10) days before the Pre-Application Community Meeting.
3. **Post sign notice** on project site ten (10) days before the Pre-Application Community Meeting. The Applicant shall provide and place at least one (1) weatherproof sign on the property at a location that is visible from the public rights-of-way and no more than ten (10) feet from the front street line of the project site. Minimum height for letters and numbers is four (4) inches for uppercase and three (3) inches for lowercase letters.

The Sign shall contain the following information:

- (1) Type of Application (Rezoning, Conditional Use, Planned Development);
- (2) Applicant or Agent's valid phone number; and



Pre-Application Community Meeting Instructions (continued)

(3) the time, date and location of the Neighborhood Meeting.

Posting of multiple signs on the property may be required based on the configuration of the site and the total linear feet of street frontage abutting the development site, as follows:

- A. Corner lots shall include at least one (1) sign posted along each street abutting the project site.
- (2) Project sites with continuous frontage abutting existing Streets shall post signs at a ratio of one (1) additional sign per four hundred (400) linear feet of street frontage.

The Applicant shall, at its sole cost and expense:

- (1) Install the signs no more than thirty (30) calendar days before, and no later than ten (10) calendar days before, the proposed Pre-Application Community Meeting.
- (2) Remove the sign(s) within three (3) working days after the Neighborhood Meeting.

4. **Hold Pre-Application Community Meeting** at the subject site or an alternate location that is within 3 miles of the subject site (i.e. community center, coffee shop, etc.). The meeting location should be convenient and generally accessible to neighbors residing in proximity to the subject site. *The meeting may also be held virtually, as necessary.*

The meeting should be held either on a weekday (Monday through Friday) at or after 5:00 p.m. or on a weekend (Saturday only) between 10:00 a.m.–4:00 p.m.

- 5. Prepare **Written Summary** of the Pre-Application Community Meeting. The summary should include a list of those invited to the meeting, meeting attendees (copy of sign-in sheet), copies of the materials distributed or made available for review during the meeting, and any other information the applicant deems appropriate.
- 6. **Email** a copy of the written summary to all attendees that have provided an email address.
- 7. Submit the following information to the Planning Division as part of your application. All of the following materials must be submitted along with the **Project Application** for the project, in order to verify compliance with the Pre-Application Community Meeting requirements. If a Pre-Application Community Meeting is required, the Planning Division review will not begin until all the following are received.

The following items should be compiled into a single pdf or Word document, named in accordance the Planning Division Document Naming Convention for Pre-Application Community Meeting package:

- a. A copy of the letter mailed to neighboring property owners, tenants and community organizations (see attached sample letter on pages 3-4).
- b. The mailing list of the community organizations and individuals invited to the meeting, including the mailing address for each.
- c. An affidavit of the Pre-Application Community Meeting signed and dated (see attached template on page 5).
- d. A copy of the sign-in sheet (see attached template on page 6).
- e. One copy of the project materials presented to attendees at the Pre-Application Community Meeting including:
 - i. A map of the site clearly indicating the site's location and streets in the vicinity.



Pre-Application Community Meeting Instructions (continued)

- ii. Illustrations depicting the proposed layout and design of the development, existing conditions, and the community context.
- iii. A fact sheet or summary including the size of the project, proposed number of dwelling units, and/or gross square footage, proposed density and/or intensity of the project, building heights, and anticipated parking needs.
- iv. Information explaining the subdivision and/or development review process and how the public may participate.
- f. Digital photographs of the signs posted on the property.

Pre-Application Community Meeting Facilitation Best Practices:

1. Arrive at meeting at least 30-minutes prior to scheduled start time.
2. Assure all participants sign in. If no participants attend, please denote this on the sign-in sheet.
3. Start meeting no later than 15 minutes after scheduled start time.
4. At a minimum, present all project materials required, as listed above.
5. Be assertive, not aggressive. When attendees feel safe or at ease, they are more apt to engage and participate in the meeting.
6. Create a meeting agenda and make it available as the attendees arrive.
7. Balance participation among all present. Make sure that everyone feels seen and heard.
8. Ask leading questions of the attendees. Make sure everyone feels included and inclined to participate.
9. Summarize the "take-aways" before adjourning the meeting.

Pre-Application Community Meeting

Date/Time: _____

Doors will open at [time prior to start time]
(Developer Representative will be available to answer questions)

Date:

Dear Neighbor:

You are invited to a Community Pre-Application Community Meeting to review and discuss the development proposal at _____ cross street(s) _____ (Block/Lot#: _____; Future Land Use District: _____), in accordance with the City of Eustis' Development Services Department's Pre-Application procedures for Application Numbers(s): _____.

Meeting Location/Date/Time

[Add meeting location/address and date/time here.]

Purpose of the Meeting

The Pre-Application Community Meeting is intended as a way for the Project sponsor(s) to discuss the project and review the proposed plans with adjacent neighbors and community organizations before the submittal of an application to the City of Eustis' Planning Division. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is submitted for the City Planning Division's review.

What Happens During a Pre-Application Community Meeting?

During the Pre-Application Community Meeting, the applicant's representatives will present the proposed development to the community. This presentation will provide the applicant an opportunity to hear comments and concerns about the development proposal, in order to resolve conflicts and outstanding issues, where possible. Pre-Application Community Meetings are opportunities for informal communication between applicants and the landowners and occupants of nearby lands, and other residents affected by the development proposal(s). Participation in any preliminary, Pre-Application Community Meeting is for informational purposes only. **Any resultant participation and/or written summary of same shall not be part of the administrative record for any development application that may be filed and accepted.**

A Pre-Application Community Meeting is required because this project includes (check all that apply):

- A Preliminary Major Subdivision Plat over 10 lots
- Construction, expansion, or alteration of townhouse and/or multifamily dwelling development of greater than five (5) units
- Construction, expansion, or alteration of nonresidential development consisting of greater than a total of 50,000 square feet of gross floor area.
- A redistricting of a property (including FLU Map Amendments, and Planned Unit Developments) over 4 acres.
- A Pre-Application Community Meeting is an option for this application, but the applicant has decided to hold one.

The development proposal is to: **[provide information here on the application type(s), and the development proposal including any existing development and proposal for the number of dwelling units and/or gross floor area, building height/number of stories, etc.]**

Existing impervious surface		Permitted		Proposed	
Existing number of dwelling units		Permitted		Proposed	
Existing building square footage		Permitted		Proposed	
Existing number of lots		Permitted		Proposed	
Existing building height		Permitted		Proposed	
Current land use			Proposed FLU*		

FLU *: Future Land Use

Meeting Information:

- Applicant
- Contact Information (email/phone)
- Developer/Builder Information (if different from Applicant)

No government agency has reviewed this application. If you have questions about the City of Eustis' Land Development Regulations or general development process in the City, please call the Development Services Counter at 352-483-5460, or contact the Planning Division via email at "planner@eustis.org". You may submit your request by mail to City of Eustis, Development Services Department, 4 North Grove Street, Eustis, FL 32726. Please provide your name, address, and the above-referenced application number and address when mailing a written request.

[Attach a current future land use sketch map clearly identifying the land area associated with the development (provided following the Pre-Application Conference)]

Pre-Application Community Meeting Frequently Asked Questions

1. What is a Pre-Application Community Meeting?

Pre-Application Community Meetings are a means for potential developers to inform neighbors and interested community members of a proposed project in an informal setting. The City of Eustis requires potential developers host a Pre-Application Community Meeting for specific types of Land Development projects. A Pre-Application Community Meeting is not a full review of the project, but rather it is an opportunity for the public to learn about the project and share any thoughts or ideas with the development team.

Please Note: Be kind, considerate, and thoughtful when providing feedback. The more thoughtful and reasonable your feedback is, the more likely the developer will be to incorporate it in their design.

2. Who can attend a Pre-Application Community Meeting?

Anyone interested in learning more about the project is encouraged to attend the Meeting.

3. When are Pre-Application Community Meetings completed?

Pre-Application Community Meetings are completed early in the development process before a formal Development Application has been submitted or approved. Pre-Application Community Meetings occur before any project construction can occur.



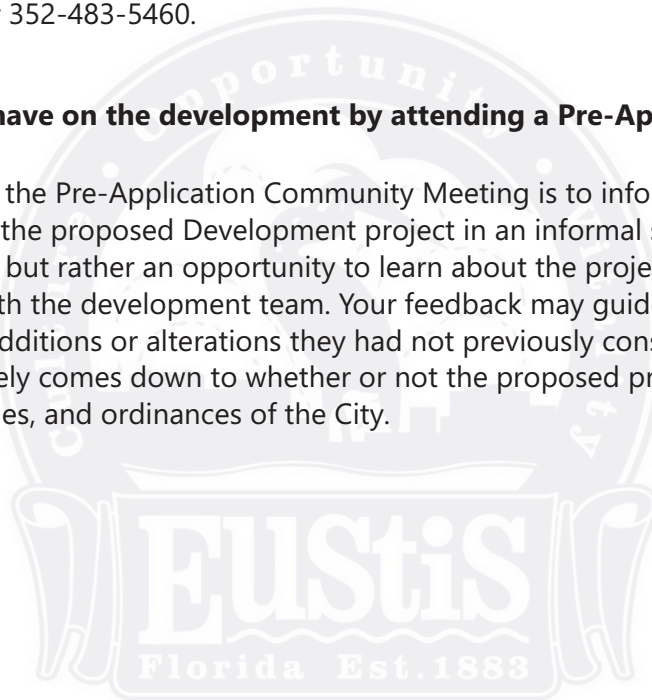
Pre-Application Community Meeting Frequently Asked Questions (continued)

4. How is the City involved with Pre-Application Community Meetings?

The City requires Pre-Application Community Meetings for specific application types and outlines a list of required materials the applicant must provide at the meeting, however, the City is NOT involved in planning or hosting the meeting. Since Pre-Application Community Meetings are early in the development process and held before a Development application has been submitted, it is not typical for City teammates to attend these meetings. While the City may not have a representative at the meeting, please note that community members are always welcome to contact the City Development Services Department to share their feedback or get their questions answered. Contact our department at "planner@eustis.org" or 352-483-5460.

5. What impact can I have on the development by attending a Pre-Application Community Meeting?

The primary objective of the Pre-Application Community Meeting is to inform neighbors and interested community members of the proposed Development project in an informal setting. This meeting is not a full review of the project but rather an opportunity to learn about the project and share any thoughts or ideas you might have with the development team. Your feedback may guide the applicant in improving their project, including additions or alterations they had not previously considered. Please note that project approval ultimately comes down to whether or not the proposed project complies with all relevant regulations, codes, and ordinances of the City.





Prē-Application Community Meeting Affidavit

I, _____, (**Insert Name**) do hereby declare as follows:

1. I have conducted a Pre-Application Community Meeting for the proposed new construction, alteration, or other activity prior to submitting any entitlement, in accordance with the City's Development Services Pre-Application requirement.
2. The meeting was conducted at _____ (**location/address**) on _____ (**date**) from _____ (**time**).
3. I have included the mailing list (names and addresses of all parties to whom the letter was sent, including dates the letters were mailed), receipt for the list of required invitees, meeting invitation and postmarked letter, sign-in sheet, and pdf of plans distributed at the meeting. I understand that I am responsible for the accuracy of this information and that erroneous information may lead to suspension or revocation of the permit.
4. I have prepared these materials in good faith and to the best of my ability.

I declare, under penalty of perjury under the laws of the State of Florida, that the foregoing is true and correct.

Executed on this _____ day, _____, month, 202__.

Signature Name (type or print)

Relationship to Project (e.g. Owner, Agent) (If agent, give business name and profession)

Project Address

Lake County Alternate Key Number

Prepared by:
The City of Eustis
Development Services Department
4 N. Grove St.
Eustis, FL 32726
352-483-5460

TABLE OF USES

Residential				Commercial and Industrial		Mixed Use				Other			
-------------	--	--	--	---------------------------	--	-----------	--	--	--	-------	--	--	--

SPECIFIC USE	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	Standards
--------------	----	----	----	----	----	----	-----	----	-----	-----	----	----	-----	-----------

KEY: P = Permitted Use L = Permitted Subject to Limitation Standards Column Cn C = Conditional Blank =nk = Not Permitted

Agricultural

Agricultural, general	C	C	C	C	C	C	C	C	C	C		P	L,C	4
Commercial poultry farm												C		
Commercial swine farm												C		

Residential

Accessory Apt.	C	C	P				P	P	P			C		
Bed & Breakfast	C	C	C	C	P		P	P	P			C		
Boarding and Rooming House			C		P		C	C	P					
Group Home; 6 or fewer residents	P	P	P		C		P	P	P		P	P		
Group Home; 7 or more residents	C	C	C		C		C	P	P		P	C		
Home occupaton	L	L	L	L	P		P	P	P			L		6; additio al standards in Sec. 110-5.9
Live Work			C				P	P	P					
Mobile Home				P								C		
Multi-family		L	P		L		P	P	P					2, 7, 8 (as part of PUD)
Recreational vehicle park				P										
Single family detached	P	P	P	P				P	P			P		
Single family atached (duplex, row house, townhouse)		P	P					P	P					

Recreation aciliti

Golf Course	L	L										L		8
Marina		C	C		P		C		C	C	P			
Parks: tot lot, passive, and picnic	P	P	P	P	P		P	P	P	P	P	P	L	3
Regional park; amphitheater		C	C		P		C	P	P		P	C		
Nature, ecology facilites	C	P	P	P	P						P	L	L	3
Sports Complex		C			P	P		P	P	P	P	C		
Shooti g Range, indoor					P	P				P	P			
Shootin Range, outdoor	C	C			C		C		C	C	C			11

Commercial

All commercial and office except as specified below				L	P		P	C	P	P				1
Adult						L								12
Car sales, leasing and related services					P	P	C	C	C	C				
Car Wash, Automated					P	P			P	P				
Car Wash, full or self-service					P	P		C	C	C				
Convenience store w/gas staton				L	P	P	P	C	P	P				1
Convenience store w/o gas				L	P	P	P	C	P	P				1
Commercial, neighborhood		L	L	L	P	P	P	C	P	P				1,5

SPECIFIC USE	Residential				Commercial and Industrial		Mixed Use				Other			Standards
	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	
KEY: P = Permitted Use L = Permitted Subject to Limitation Standards Column Cn C = Conditional Blank = nk = Not Peed														
Commercial														
Drive-thru sales or service					P	P	C	C	P	P				
Dry cleaning/laundry				L	P		P	C	P	P				1
Fast Lube/Oil Change					P	P			P	P				
Food and beverage store/incl. alcohol				L	P		P	C	P	P	L			1,9
Hookah/Vapor Bar/Tavern					C	C	C	C	C	C				
Hotel					P		P	C	P	P				
Mobile Vendor					P	P	L, C		P	P				14
Outdoor Kennel					C	P			C	C		P		
Package store					P		P	C	P	P				
Parking, commercial					P		P	C	P	P	L			9
Pharmacy					P	C	P	C	P	P				
Restaurant, no drive-thru				L	P		P	C	P	P	L			1,9
Restaurant with drive-thru					P		C	C	P	P				
Retail sales and service				L	P	C	P	C	P	P	L			1,9
Self-service storage					X	X C			X	X				
Vehicle parts and accessories (sales)					P	P	P	C	C	P				
Vehicle service, general					P	P	P	C	C	P				
Vehicle service, major						P				P				
Office														
Professional services and general office			L		P		P	P	P	P				5,7
Industrial														
All light industrial/research except as listed below						P	P			P	C			
Crematorium	C													
Heavy industrial						P								
Research lab w/o manufacturing					P	P	P	C	C	P				
Warehouse and freight movement						P					L			10
Wholesale Trade						P					L			10
Community/Service Uses														
Child daycare centers; nursery schools	C	C	P	L	P		P	P	P	P	P			1
Churches and accessory uses, including schools	C	C	C	L	P		P	P	P	P	P			1
College or University	C	C	C		P		P	C	P	P	P			
Elementary school	P	P	P	P	P	C	C	P	P	C	P			
Middle school	C	C	C	C	P	C	C	P	P	P	P			
High school	C	C	C	C	P	C		P	P	P	P			
Vocational school					P	P	C	C	P	P	P			

SPECIFIC USE	Residential				Commercial and Industrial		Mixed Use				Other			Standards
	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	
KEY: P = Permitted Use L = Permitted Subject to Limitation Standards Column Cn C = Conditional Blank =nk = Not Permitted														
Community/ Service Uses (Continued)														
Government buildings	C	C	C	L	P	P	P	P	P	P	P	P		1
Hospitals					P				P	P	P			
Nursing home					P		P	P	P	P	P			
Public services/utilities	L, C	L, C	L, C	L, C	L, C	L, C	L, C	L, C	L, C	L, C	P	C	C	13 - 2 ac in Res/5 Ac in Mixed & GI
Wireless Communication Antenna and/or Towers	C	C	C	C	C	P	C	C	C	C	P	C	C	
Wireless Communication Antenna and/or Towers Camouflaged	C	C	C	C	C	P	P	P	P	P	P	P	C	

Standards.

- (1) The "Limited" uses in MH are permitted as a use upon site plan approval & when they are integrated into the rental park specifically for the purpose of serving the residents of the park; & where the total site area for the facilities does not exceed 2% of the overall land area in the rental park.
- (2) In the general commercial district, the "Limited" residential uses are limited to the upper floors of buildings above ground-level commercial and office uses.
- (3) In the conservation land use district, outdoor recreation facilities are limited to interpretive and educational features and related facilities for nature study and enjoyment. All structures/facilities shall be of an unobtrusive nature to enable a compatible mixture of natural and manmade features, including but not limited to the following: boardwalks and nature/hiking trails; environmental/ecological education centers; and shelters/restrooms and other similar uses.
- (4) Agricultural uses are limited to silviculture and native range land only in the conservation land use category unless specified otherwise as part of a conditional use permit.
- (5) Neighborhood scale commercial uses may be permitted within these districts when limited in scale consistent with a residential structure on a lot when a development of 50 homes or greater is approved or as part of a planned unit development master plan on previously undeveloped property. These uses are not permitted in established and existing neighborhoods.
- (6) Home occupation which: a) is clearly incidental & subordinate to the use of the dwelling unit as a residence; b) is conducted only by members of the family residing in the dwelling unit and entirely within the principal structure; c) does not offer products for sale from the premises; d) does not alter or change the residential character or exterior appearance of the dwelling unit and no evidence of the use is visible or audible from the exterior of the residential property; e) does not generate traffic in excess of that customary at residences; and f) where no commercial vehicles or equipment associated with the business are kept on premises unless stored in an enclosed structure or screened from view from the street or adjacent properties unless otherwise permitted by these regulations
- (7) Limited to the building type design standards of the applicable design district, chapter 110.
- (8) Allowed when the facility is in conjunction with a planned unit development.
- (9) Allow commercial as general accessory, complementary use with a marina and/or outdoor recreation facilities in PI.
- (10) The size and scale of the wholesale facility shall be compatible and consistent with the adjacent building typologies.
- (11) An outdoor shooting range is permitted as a conditional use only in suburban residential land use districts located within a rural design district.
- (12) Must be consistent with chapter 10 of the Code of Ordinances.
- (13) In SR, UR, MH: Public & utility services and facilities that are two acres or less in size are also permitted. In GC, CBD, RT, MCR, GI: Public and utility services and facilities that are five acres or less in size are also permitted.
- (14) In the CBD, the "Limited" mobile vendor use applies to mobile vendors in conjunction with city sponsored or city sanctioned events as approved by the city manager. Mobile vendors offering food service only (food trucks) proposing regular operation in the CBD may apply for a conditional use permit approval by city commission; provided the proposed operation is located on a developed site where the food truck use is managed by and/or operated dependently in association with an eating and/or drinking establishment located in an onsite building with restroom facilities. All mobile vendors are required to apply for and obtain a business tax receipt. Application requirements include letter of permission from the property owner, site plan layout showing driveway connection, and location that does not impede access to the site or required parking.
- (15) Permitted accessory uses/structures. Uses &/or structures that are customary & secondary to the primary use or structure permitted by the land use district & meet any additional requirements listed in section 110-5, for special accessory uses where applicable. (Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016; Ord. No. 19-12, § 1(Exh. A), 5-2-2019)



City of Eustis

Water Customer Service

P.O. Drawer 1946 • Eustis, FL 32727-1946 (352) 483-5480

TO: EUSTIS CITY COMMISSION
FROM: TOM CARRINO, CITY MANAGER
DATE: FEBRUARY 6, 2025
RE: UTILITY ACCOUNT LIENS

Introduction:

The City Commission has expressed interest in understanding the current utility lien process.

Background:

The City is bound to comply with the Utility Revenue Bond covenants which states that no one shall be given free or discounted water. A copy of the covenants is included. In an effort to abide by these covenants and secure collection of revenue due the City for past water consumption and fees associated with water consumption, the Water Customer Service Department takes all necessary steps to collect on delinquent accounts. In the past, the City has filed liens on properties with unpaid utility bills. However, City staff was directed to stop filing liens until the City Commission has a full understanding how the lien process works, especially in relation to tenant vs. owner accounts. Ordinance 94-261 detailing the lien process, including exceptions, is attached for your reference. It is important to note Florida Statute (FS) 180.135. It states, "Utility services; refusal or discontinuance of services for nonpayment of service charges by former occupant of rental unit prohibited; unpaid service charges of former occupant not to be basis for lien against rental property". This is the basis of this Ordinance.

Recommended Action:

Provide direction regarding utility liens.

Prepared by:

Nichole Jenkins, Water Customer Service Manager

Reviewed by:

Lori Carr, Finance Director

- (a) As authorized by F.S. § 159.17 *Lien of Service Charges*, a lien is hereby imposed on each property that is served by the city's water, sewer and/or irrigation system to secure the payment of delinquent city utility services.
- (1) All water, wastewater, and/or irrigation charges shall be due and payable within 28 days following the date of billing. There shall be added to and collected on each and every charge a late fee of \$5.00 or five percent of bill, whichever is greater.
 - (2) If failure to pay the water, wastewater, and/or irrigation charges continues for a period of 90 days from when said charges are due, the city shall send the property owner a notice that a lien for the unpaid charges shall be placed upon the real property so served. This notice shall be sent by certified mail, return receipt requested. If within ten days of the mailing of the certified letter, the city has not received payment in full, the city shall be entitled to impose a lien.
 - (3) Said lien for delinquent utility bills, shall not apply to any category of real property owner specifically exempted from such a lien pursuant to the provisions of state law, including:
 - a. Property of which service was connected in a tenant's name, after notice by the property owner to the city that the property is rental property;
 - b. Property with delinquent bills incurred by a tenant of the property prior to the effective date of this section.
 - (4) The city's lien for delinquent utility bills shall be perfected by filing in the public records of Lake County, Florida, a notice of lien containing the legal description of the property and the utility's account number for the delinquent charges. Said lien may include late fees, attorney's fees, penalties, interest, and collection costs.
 - (5) The city's lien shall be a continuing lien on the property and shall include and secure all subsequent utility charges, base rates, and related penalties incurred on the subject property until the lien is satisfied. The lien shall have such priority over all other liens on such lands or premises served except the lien relating to state, county, and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes.
 - (6) The city has the authority to remove a utility meter once a water, wastewater and/or irrigation lien is recorded. The removal of the meter will be at no charge to the property owner. An assessed fee will occur for installation and connection of a meter to the city's utility system.
- (b) Release of lien.
- (1) Whenever a person or entity pays all principal, interest, the filing fee, and associated costs of a lien validly filed pursuant to this section, the manager of customer service or designee shall execute a release of that lien and surrender it to the paying party.
 - (2) The city shall not be responsible for filing the release.

(Ord. No. 17-10, § 1, 9-21-2017; Ord. No. 18-30, § 1, 11-1-2018)

WATER CUSTOMER SERVICE

COLLECTION PROCESSES



THE POWER OF COMMUNICATION

WORKING WITH OUR CUSTOMERS WHEN THEY HAVE FINANCIAL HARDSHIPS

CALLING OUR CUSTOMERS BEFORE WATER IS DISCONNECTED

TAKING TIME TO ADDRESS ISSUES WHEN THEY ARE SMALL TO KEEP CUSTOMERS FROM BEING OVERWHELMED WITH SEVERAL MONTHLY BILLS COMING DUE AT ONE TIME.





DISCONNECTION FOR NON-PAYMENT

Terms and Conditions on the Utility Application state: “Any utility account which remains unpaid beyond the eighth (8) day after the due date on the bill shall be disconnected and shall be subject to a thirty-dollar (\$30.00) reconnection fee.”

We attempt to reach customers via phone and/or email at least one time during the 8 days after their payment due date to establish communication and see if a payment resolution can be reached.

DISCONNECTING SERVICE

If payment or a payment arrangement is not able to be secured 9 days after the due date, services are eligible to be disconnected for non-payment. We do not disconnect water services if Water Customer Service is not open the next day. Typically, disconnects occur Monday – Thursday.

Once the account has been paid up-to-date, water service is restored. Payments that are received by 5:00 pm are reconnected the same day. If a customer pays online after hours and calls our emergency line with their confirmation number, they can choose to pay an emergency after-hours fee of \$85.00 to be reconnected after 5:00 pm. The reconnection fee is added to the account once it is reconnected. This fee must be paid with the next monthly bill.

If the account remains delinquent during the week it was cut off for non-payment, the meter remains locked off and the follow-up process begins.





FOLLOW-UP PROCESS

- Begins the week following cut for non-payment
- Always conducted on Friday
- Process lifecycle is dependent on home ownership or tenancy status



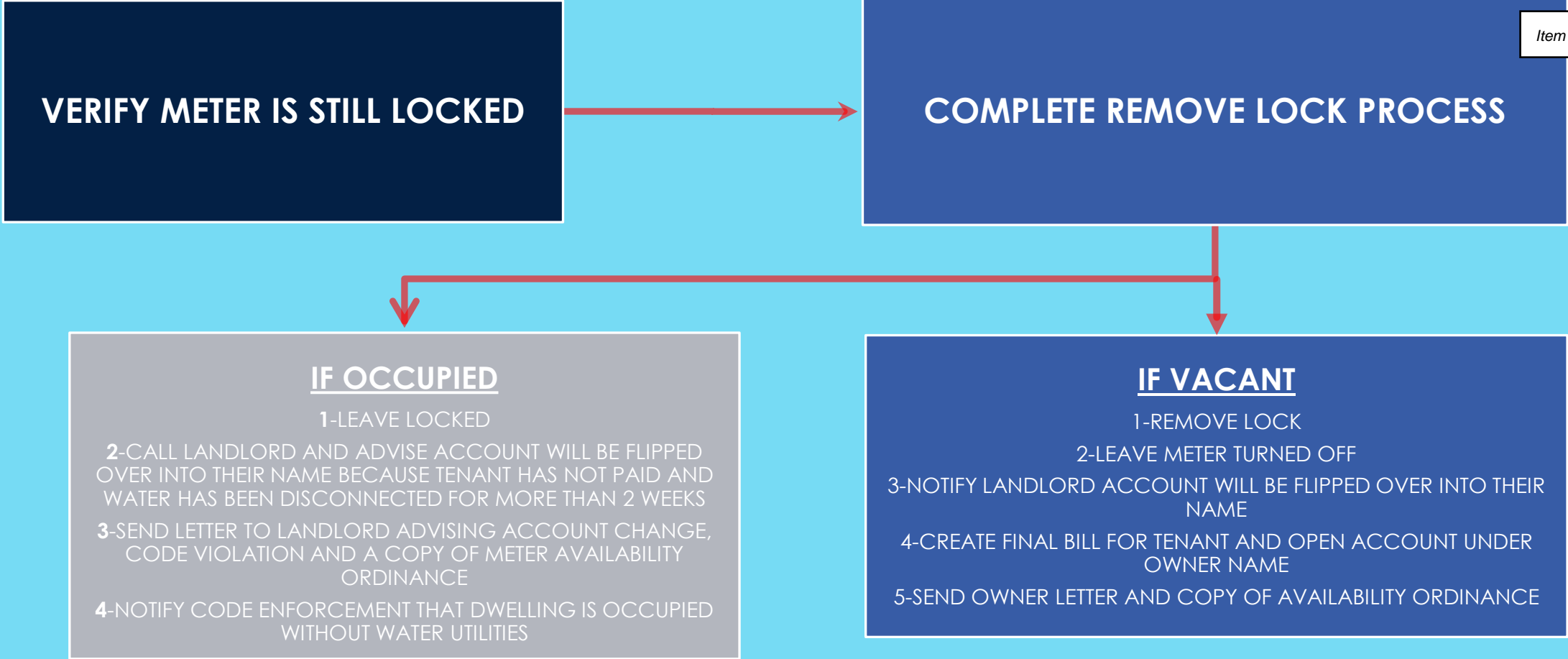
TENANT ACCOUNTS FOLLOW-UP PROCESS

VERIFY LANDLORD OWNERSHIP IN PROPERTY APPRAISER

VERIFY TENANT RESIDENCY WITH
LANDLORD

VERIFY METER IS STILL
LOCKED.

WEEK 1 FOLLOW-UP PROCESS FOR CUT TENANT ACCOUNTS

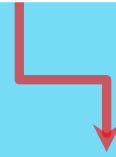


WEEK 2 FOLLOW-UP PROCESS FOR CUT TENANT ACCOUNTS



OWNER ACCOUNTS FOLLOW-UP PROCESS

VERIFY OWNERSHIP IN PROPERTY APPRAISER



VERIFY METER IS STILL LOCKED.

WEEK 1 FOLLOW-UP PROCESS
FOR CUT OWNER ACCOUNTS

VERIFY METER IS STILL LOCKED

COMPLETE REMOVE LOCK PROCESS

IF OCCUPIED

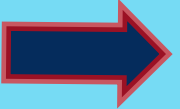
- 1-LEAVE LOCKED
- 2-NOTIFY CODE ENFORCEMENT THAT DWELLING IS OCCUPIED WITHOUT WATER UTILITIES

IF VACANT

- 1-REMOVE LOCK
- 2-LEAVE METER TURNED OFF

**WEEK 2 FOLLOW-UP PROCESS
FOR CUT OWNER ACCOUNTS**

VERIFY ACCOUNT
REMAINS UNPAID
AND THERE HAVE
BEEN NO PROMISES
TO PAY MADE



VERIFY
OWNERSHIP
OF PROPERTY
WITH LAKE
COUNTY
PROPERTY
APPRIASER

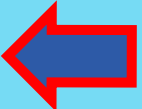


METER REMOVAL LETTER IS SENT
OUT VIA CERTIFIED MAIL. IF NO
PAYMENT OR ARRANGEMENTS
ARE MADE AFTER 10 DAYS, SEND
WORK ORDER FOR METER
REMOVAL TO WATER
DISTRIBUTION

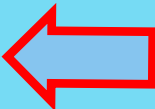
Item 7.1



AFTER 10 DAYS, IF THERE ARE
STILL NO PAYMENTS OR
PROMISES ON ACCOUNT,
COMPLETE LIEN DOCUMENTS
AND FILE WITH COUNTY
COURT.



ONCE
APPROVED BY
COMMISSION
SEND 10 DAY
LIEN LETTER VIA
CERTIFIED MAIL



IF ACCOUNT OWES MORE
THAN \$200 AND CURRENT
OWNER STILL OWNS
PROPERTY ACCOUNT WILL
BE ADDED TO RESOLUTION
TO GO TO COMMISSION
FOR APPROVAL FOR LIEN.

WEEK 3 FOLLOW-UP PROCESS FOR CUT OWNER ACCOUNTS

FINAL TIPS & TAKEAWAYS

- ▶ Our Goal is to protect the City's revenue while assisting our residents who are in financial hardship.
- ▶ Residents are thankful for the courtesy phone calls.
- ▶ Staff is authorized to offer payment plans to assist customers.
- ▶ Meter removal and liens are a last resort to collect on delinquent accounts.
- ▶ Utility liens are different from code liens, we are charging for services already provided.

Supporting Documentation and Ordinances

- ▶ Utility Customer Application

Detail of due dates and cut-off timeline

- ▶ Eustis Ordinance Sec 94-193.1

Detailed explanation of Water Availability charges

- ▶ Eustis Ordinance 94-261

Detailed explanation of lien process including exceptions for bills incurred by a tenant of property

- Per bond covenants we must not provide free water to anyone.

THANK YOU

Water Customer
Service Team

WATER AND SEWER REVENUE BONDS, SERIES 2016SECTION 19. Special Obligations of Issuer.

- (I) **NO FREE SERVICE.** So long as any Bonds are outstanding, the Issuer shall not furnish or supply the facilities, services and commodities of the System either free of charge or for a nominal charge to any person, firm or corporation, public or private, including the Issuer's departments, agencies and instrumentalities which avail themselves of the services of the System. The Issuer shall promptly enforce the payment of any and all accounts owing to the Issuer and delinquent, by discontinuing service or by filing suits, actions or proceedings, or by both discontinuance of service and filing suit.
- (J) **MANDATORY CUT OFF.** The Issuer shall establish a written policy consistent with sound business judgment for the disconnection from the System of any customers who fails to pay for services rendered by the System and shall enforce such policy diligently and fairly.
- (K) **ENFORCEMENT OF COLLECTIONS.** The Issuer will diligently enforce and collect the rates, fees and other charges for the services and facilities of the System and will take all steps, actions and proceedings for the enforcement and collection of such rates, charges and fees as shall become delinquent to the full extent permitted or authorized by law; and will maintain accurate records with respect thereof. All such fees, rates, charges and revenues shall, as collected, be held in trust to be applied as herein provided.



City of Eustis

Water Customer Service

P.O. Drawer 1946 • Eustis, FL 32727-1946 (352) 483-5480

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: FEBRUARY 6, 2025
 RE: CREDIT CARD FEES

Introduction:

The City Commission has expressed interest in discussing credit card fees to determine if the City should continue to pay for processing fees accrued from Customers paying Utility bills by credit or debit cards or if the City should begin passing the cost back to the customers.

Background:

Below you will find recent analysis which shows the breakdown of cost incurred by payment types accepted for utility payments.

PAYMENT TYPE	PAYMENT DESCRIPTION	COST PER TRANSACTION	MONTHLY %
DIRECT WITHDRAWAL	ACH Payments-We debit Customer Checking or Savings	\$0.05 EACH	28%
CHECKS	Customer mails or brings check to office	\$0.12 EACH	47%
CASH	Customer in Office with Cash	\$0.00	5%
IVR	Information Voice Response Automated Phone System	\$0.1028 per minute	4%
ONLINE CREDIT CARD	Pays online Visa, Master Card, Discover, or Amex Entered monthly by customer or set up on customer autopay	\$0.30 EACH + 1%	15%
ONLINE E-CHECK	Customer enters E-Check information monthly or Sets up online for automatic autopay	\$0.99 EACH	1%

The Citywide annual cost for credit card processing during FY 2023/24 was \$113,608.48. Please see below for monthly invoice detail for credit card processing fees.

CREDIT CARD PROCESSING MONTHLY INVOICES					
2023	October	\$9,242.90	2024	April	\$10,000.36
2023	November	\$9,157.07	2024	May	\$10,114.75
2023	December	\$8,574.44	2024	June	\$10,009.44
2024	January	\$9,676.75	2024	July	\$10,512.58
2024	February	\$7,408.13	2024	August	\$10,465.91
2024	March	\$9,156.72	2024	September	\$9,289.43
FY 23/24 TOTAL PAID \$113,608.48					

Historically, the City has never passed along the fees associated with processing credit card payments to Utility Customers. Customers who pay invoices with credit cards in other City Departments are charged a 3% processing fee.

We have researched processes of other local municipalities regarding passing credit card processing fees along to customers. The results are shown below.

SISTER CITY CREDIT CARD FEES	
Location	Fee for using credit card to pay
Leesburg	\$3.50 Flat Fee
Mt Dora	none
Tavares	none
Clermont	2.50%

Recommended Action:

Provide direction regarding continuing to absorb credit card fees or begin to pass those fees on directly to the customer.

Prepared by:

Nichole Jenkins, Water Customer Service Manager

Reviewed by:

Lori Carr, Finance Director