



# AGENDA

## City Commission Meeting

6:00 PM – Thursday, February 16, 2023 – City Hall

---

**INVOCATION: PASTOR RENEE HILL, WIN 1 MINISTRIES**

**PLEDGE OF ALLEGIANCE: COMMISSIONER HAWKINS**

**CALL TO ORDER**

**ACKNOWLEDGE OF QUORUM AND PROPER NOTICE**

**1. AGENDA UPDATE**

**2. APPROVAL OF MINUTES**

**2.1** Approval of Minutes

January 5, 2023 City Commission Meeting  
January 19, 2023 City Commission Meeting

**3. PRESENTATIONS**

**3.1** Eustis Transmission Project: Nancy Dodd, Duke Energy

**4. APPOINTMENTS**

**4.1** Re-Appointment to Code Enforcement Board – Stephanie L. Carder

**5. AUDIENCE TO BE HEARD**

**6. CONSENT AGENDA**

**6.1** Resolution Number 23-19: Forfeited Funds Expenditure

**7. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS**

**7.1** **FIRST READING**

Ordinance Number 23-04: Amending Fire Pension

**8. OTHER BUSINESS**

**8.1** Discussion: Revised Florida Department of Transportation Local Funding Agreement for S.R.-19

**8.2** Discussion of Chamber of Commerce Lease

**9. FUTURE AGENDA ITEMS**

**10. COMMENTS**

**10.1** City Commission

**10.2** City Manager

**10.3** City Attorney

**10.4** Mayor

## **11. ADJOURNMENT**

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

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

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



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Christine Halloran, City Clerk

DATE: February 16, 2023

RE: Approval of Minutes

---

**Introduction:**

This item is for consideration of the minutes for the January 5, 2023 and January 19, 2023 City Commission Meetings.

**Background:**

N/A

**Recommended Action:**

Approval of the minutes as submitted.

**Policy Implications:**

None

**Prepared By:**

Mary Montez, Deputy City Clerk

**Reviewed By:**

Christine Halloran, City Clerk



# MINUTES

## City Commission Meeting

6:00 PM – Thursday, January 05, 2023 – City Hall

**INVOCATION: PASTOR SKOTT JENSEN, EUSTIS FIRST ASSEMBLY OF GOD**

**PLEDGE OF ALLEGIANCE: VICE MAYOR LEE**

**CALL TO ORDER: 6:01 P.M.**

### **ACKNOWLEDGE OF QUORUM AND PROPER NOTICE**

**PRESENT:** Vice Mayor Emily Lee, Incoming Commissioner Gary Ashcraft, Commissioner Nan Cobb, Commissioner Willie Hawkins, and Mayor Michael Holland

#### **1. AGENDA UPDATE: None**

#### **2. APPROVAL OF MINUTES**

##### 2.1 Approval of Minutes

October 6, 2022 City Commission Meeting  
 October 20, 2022 City Commission Meeting  
 November 17, 2022 City Commission Meeting

A motion was made to approve the Minutes as submitted. Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins. The motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Cobb, Commissioner Hawkins and Mayor Holland

#### **3. OATH OF OFFICE**

##### 3.1 Swearing-in of New Commissioners – Gary Ashcraft and Michael Holland

City Clerk Christine Halloran administered the Oath of Office to Commissioners-Elect Gary Ashcraft and Michael Holland.

#### **4. ELECTION OF MAYOR AND VICE MAYOR**

##### 4.1 Appointment of City Clerk as Temporary Chairman for Election of Mayor and Vice Mayor

Mayor Holland turned the meeting over to the City Clerk at 6:05 p.m. for election of the Mayor for 2023.

Clerk Halloran reviewed the procedure to be used for the audience. She opened the floor to nominations for Mayor.

Commissioner Cobb nominated Michael Holland for Mayor.

There being no further nominations, Clerk Halloran asked for a nomination to close the nominations.

Commissioner Hawkins moved to close the nominations. Commissioner Lee seconded the motion. The motion to close the nominations passed unanimously on a voice vote.

On a roll call vote, the nomination of Michael Holland as Mayor passed unanimously.

Clerk Halloran turned the meeting back over to Mayor Holland.

Mayor Holland opened the floor to nominations for Vice Mayor.

Commissioner Cobb nominated Emily Lee as Vice Mayor.

There being no further nominations, Mayor Holland asked for a motion to close the nominations.

Commissioner Hawkins moved to close the nominations. Commissioner Cobb seconded the motion. On a voice vote, the motion to close nominations passed unanimously.

On a roll call vote, the nomination of Emily Lee as Vice Mayor passed unanimously.

Mayor Holland and Vice Mayor Lee thanked the rest of the Commission for their faith in them. Mayor Holland welcomed Commissioner Ashcraft to the Commission and thanked retiring Commissioner Karen LeHeup-Smith for her service.

## 5. PRESENTATIONS

### 5.1 G3C2 Downtown Master Plan Presentation

Tom Carrino, City Manager, gave a brief history on the selection of G3C2 as the developer for the downtown project and introduced Austin Guenther, representing G3C2, to provide an update on the project.

Mr. Guenther stated that they have determined that a well-informed downtown master plan would be the best way to accomplish a quality development on the 4.8 acres. He explained the goal would be to devote ten months to development of the master plan at the end of which they could enact the catalyst projects identified during the process. He explained there would be four deliverables to be presented throughout the process as follows: 1) downtown snap shot; 2) issues and opportunities identified in the downtown; 3) frameworks to be reviewed by the Commission; and 4) action playbook.

Mr. Guenther presented some examples of deliverables from Leesburg's master plan. He provided a map which would identify key opportunities in the downtown that are ready for redevelopment or development. Those will be prioritized based on their location, necessity and community input. The second will be an identification of demographics obtained through key community meetings with all of the stakeholders including citizens, the Commission and City staff.

Mr. Guenther reported they have interviewed two firms multiple times in order to select a firm to do the master plan. He stated those firms are GAI and MIG and they are recommending the City select GAI. He then stated the next steps are to draft an agreement between the City and G3C2 LLC so they may manage the process. He explained that Economic Development and the City Manager would oversee the project but it would ease the burden on City staff. The next step would be to make a final selection between GAI and MIG. He indicated they can either answer questions from the Commission or meet with them individually. He added the last step would be to begin the master plan and that will take approximately 300 days. He detailed what that would entail. He commented they feel the best plan for everyone is to engage the stakeholders as that is who will benefit the most.

Commissioner Hawkins expressed concern about how long it is taking. He noted that the process began two years ago and now they are looking at another year. He stated that by the time they figure out what their vision is, the vision will have changed. He asked if they can

start the process, figure out what they want and then get started rather than waiting two years to get to work on it.

Mr. Guenther responded that there are ways to shorten the process. He explained it is based on the Commission's guidance and how they estimated the 300-day timeline. He indicated they can identify separately what may go on those three blocks based on input as they receive it. He stated their goal is to have the development design ready once the plan is completed so they are ready to pull permits. He added that the two year turnaround time is realistic.

Mr. Carrino responded that, while they are all interested in moving forward as quickly as possible, they also realize they only get one shot at getting it right. He stated there were some pitfalls in having the developer pre-design the project and then engage the public. He recommended engaging the public first and working through the master plan. He emphasized that he and staff are committed to moving it forward as quickly as possible and get everything to the Commission as quickly as possible.

Further discussion was held regarding the possibility of missed opportunities and moving forward as soon as possible.

Mr. Carrino cited discussion regarding the need for the City and the CRA to undertake some of the cost. He indicated cost estimates will be coming back to the Commission.

Mr. Guenther indicated that the site specific costs will be related to the community meetings. He commented that, while they will be listening to the community's input, however they may not build exactly what the community wants as it may not be something that is good for the community based on their expertise. He emphasized they will use their expertise and work with their consultants to put a product there that the community will be happy with. He indicated they would bear the cost for that portion of the development and the plan.

Vice Mayor Lee asked how long it will take GAI or the other firm to do their process with Mr. Guenther responding 300 days. He indicated that could be shortened with Vice Mayor Lee expressing support for shortening the process if possible.

Mayor Holland noted that GAI worked with Gladding Jackson on the previous downtown master plan.

Gerry Guenther, G3 Development, explained they will have an architect on board. He stated their intent is to move forward as soon as possible without shortcutting the City. He indicated their hope that they can be ready to move forward as soon as the master plan is complete.

Commissioner Hawkins noted that one of the things the City wants for sure in the downtown is a hotel. He stated that, based on the previous process, they know they have to have the right fit. He questioned at what point they would determine that and acknowledged there is a shortage of small hotels.

Mr. Guenther explained they would hire a hotel consultant to come in and assess the demographics, what the vacancy rate is, what the right rate for the area is and that will help to determine the brand, number of rooms and price point. He indicated that consultant would be included in the process. He added the master plan would include a complete commercial study, a residential study, a professional office study and a hotel study and the plan would outline where those things should be.

Commissioner Hawkins asked if the master plan would designate the order of things with Mr. Guenther responding that the Commission will make the final decisions. It will be their plan, not GAI's plan.

Mr. Guenther stated they will provide periodic updates to the Commission as they go through development of the plan so they can provide direction.

Commissioner Hawkins asked if it is feasible for the City to designate where they want the hotel and to start it first rather than waiting for everything to be done.

Mr. Guenther responded that anything is possible; however, it would be better to obtain the input from the consultant first and let them indicate where the best location would be as that is all they do. He stated that is a catalyst project so it will help provide new energy for the development.

Vice Mayor Lee asked if the consultant would tell them when is the right timing for the hotel with Mr. Guenther responding they will tell them whether or not it makes sense to build a hotel now or whether to wait and details about that. He commented on the hotel that would be utilized.

Further discussion was held regarding speeding up the process with Mayor Holland noting they need to determine who they are contracting with. He asked if it would be realistic to have the agreement back at the first meeting in February with Mr. Carrino responding affirmatively.

Commissioner Hawkins noted that Parks and Recreation also wants to do a master plan and questioned whether or not it could be included.

Mr. Guenther responded that they could talk to the master plan consultant regarding that.

Discussion was held regarding whether or not the two master plans could be combined with Mr. Carrino indicating that GAI is not specifically a parks and recreation consultant but noted they could bring on a subconsultant to help with that.

Mayor Holland noted that the Commission has an advertised closed session scheduled for following the meeting; therefore, he was trying to keep them on time.

Pete Sechler, Director of GAI Community Solutions Group, explained their purpose as part of the company and reviewed their personal backgrounds. He noted that, as part of Gladding Jackson, he led the City's downtown plan development in 2008 as well as the conversion of Eustis and Magnolia. He cited other developments they were personally involved with. He emphasized their firm belief to obtain community input prior to professional output. He explained how they work to get to where the City wants to go. Regarding the Parks and Recreation master plan, he stated they have a certified parks and recreation planner executive and noted they did the parks and recreation master plan for Atlanta and they are working on a plan for Jacksonville. He cited other places where they are working on their master plans. He indicated that, if selected, they want to be good stewards of the community's vision, the developer's opportunity and their partnership.

**6. APPOINTMENTS**

6.1 Appointment of East Town Representative to Community Redevelopment Agency (CRA) – Tanya Wilder

Mayor Holland introduced CRA applicant Tanya Wilder.

A motion was made to approve the appointment of Tanya Wilder as the East Town representative to the CRA. Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee. The motion passed on the following vote:

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

**7. CONSENT AGENDA**

7.1 2023 City Commission Meeting Schedule

7.2 Resolution Number 22-58: Fire Department Lifepak 15 Monitors

7.3 Resolution Number 23-02: Fire Department Bunker Gear

A motion was made to approve the Consent Agenda as submitted: Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee. The motion passed on the following vote:

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

**8. AUDIENCE TO BE HEARD**

Pam Rivas congratulated the Commission on the election and selection of Mayor and Vice Mayor. She thanked the community for receiving the Community Service Award and complimented the Commission and staff on their assistance with development.

Gail Isaac-Thomas congratulated Commissioner Ashcraft and Mayor Holland on their election and encouraged Tanya Wilder on her selection as the new East Town CRA Representative. She thanked the Commission for allowing her to serve as the first East Town CRA representative noting that she resigned due to health.

**9. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS**

9.1 Resolution Number 23-01: Lake Sumter Land Transfer

Sasha Garcia, City Attorney, read Resolution Number 23-01: A Resolution of the City Commission of the City of Eustis, Lake County, Florida; approving the land transfer of a four-acre parcel of City owned property to Lake Sumter State College to build a commercial driver's license and utility lineworker training facility; authorizing the City Manager to execute all necessary documents associated therewith.

Al Latimer, Economic Director, reviewed the history of the project noting that at the November 17th meeting the Commission directed staff to work with Lake Sumter State College staff to identify a parcel of land where they could build a CDL and lineworker training center. He reported that they have identified a parcel of property which they are bringing to the Commission for approval. He explained the location of the parcel and reviewed the highlights of the agreement as follows: 1) Construction must begin within two years; 2) Buildings must be substantially similar to the existing college facilities; 3) There will be a mutually agreed upon closing date within 90 days of the signing of the agreement; 4) The parcel will revert back to the City whenever it ceases to be used as either a CDL or lineworker training center; 5) Each year the College will give the City five slots for CDL training; and 6) The College will record as part of the deed a utility easement for the City. He stated staff's recommendation for approval.

The Commission asked about the five slots and whether they were to be distributed through the high school.



Tom Carrino, City Manager, responded that the intent is for the training of City employees to get CDL licenses.

The Commission questioned why the City couldn't use those for a student with Mr. Carrino stating the way the agreement is written, they are reserving five slots for the City. He indicated that, if the City wanted to provide some of them for a high school student, that could probably happen.

The Commission asked to have that included in the agreement.

Mr. Carrino then reported that Attorney Garcia asked that the closing date be set that night. He stated that the wording of the agreement would be amended to state, "90 days from the execution of the agreement." He added that would not change the resolution. He indicated that, if that turns out to not be realistic, then they will bring it back to the Commission.

Attorney Garcia opened the public hearing at 6:45 p.m. There being no public comment, the hearing was closed at 6:46 p.m.

The Commission asked for clarification as to whether or not high school students would have access to the Foundation funds for scholarships.

Dr. Laura Byrd, LSCC Foundation, responded affirmatively and explained that the Foundation had committed \$10,000 per year for scholarships to the program.

The Commission questioned if the \$10,000 was for students throughout the County and noted that the City is the one donating the land.

Dr. Byrd stated the Foundation is providing \$10,000 for scholarships to the training center and that any student, including nontraditional students already in the workplace, would have access to those funds.

Mr. Carrino confirmed that, if the Commission so desires, the City's slots could be used for high school students.

Dr. Byrd stated that they are willing to provide five full scholarships for Eustis High School students, in addition to the \$10,000.

Attorney Garcia asked if the five scholarships were in addition to the five slots for City employees.

Mr. Carrino asked to have a Memorandum of Understanding prepared to address the scholarships rather than including it in the real estate agreement.

A motion was made to approve Resolution Number 23-01. Motion made by Commissioner Cobb, Seconded by Vice Mayor Lee. The motion passed on the following vote:

Voting Yea: Vice Mayor Lee, Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Mayor Holland

**10. OTHER BUSINESS**

10.1 Colonial Inn Motel Fine Reduction Discussion

Eric Martin, Code Enforcement Supervisor, explained the item is for the Commission to consider several proposals for reduction in the accrued fines.

Mr. Carrino explained the City had received a request from Nayana Patel to consider several options considering the fines.

Attorney Garcia explained an email was sent to Attorney Derek Schroth regarding the fines that had accrued at different intervals and when the fire extinguisher was actually installed. She explained that the delay was not the Patels fault and if that was taken into consideration it would reduce the number of days fine had accrued.

Nayana Patel reviewed her three proposals as follows: 1) If reduced to \$52,000, they would pay within 24 hours of approval; 2) If the fine is reduced to \$90,000 they could pay within 30 days of approval; or 3) If the fine is not reduced, they would request that they be allowed one year to pay the fine.

Discussion was held regarding whether or not to reduce the fine.

Commissioner Hawkins indicated he would be abstaining from the vote due to having been on the Code Enforcement Board at the time of the original case with Attorney Garcia confirming he could abstain but he could make a statement on the issue.

Commissioner Hawkins asked how much the City has in costs pertaining to the case.

Mr. Martin and Police Chief Craig Capri responded that the total was \$71,132 with Chief Capri commenting on the history of the case and delays caused by supply chain issues. He expressed support for using the \$104,500 for the fine.

The Commission questioned the attorney costs with Attorney Garcia responding \$4,799.

Chief Capri commented he would not want to see them penalized for delays due to the pandemic.

Further discussion was held regarding the amount of the fines with Ms. Patel reporting they have paid approximately \$80,000 on the repairs plus recent purchases for new furniture.

Discussion was also held regarding the history of the case and how the fines reached the amount they did.

The Commission questioned who currently owns and operates the motel with Ms. Patel responding that it is currently in her parents' names and will go to her mother when her father passes. She noted that he is currently in poor health. She indicated her brother is handling all of the operations.

Mayor Holland explained that the City cannot charge for the police and fire costs.

Further discussion was further held regarding how the funds spent on the property should have been done all along. Concern was expressed regarding penalizing those currently operating the business.

Chief Capri emphasized that they will not let any future cases get to this level and stated they should not punish the Patels as they have done everything the City asked.

Ms. Patel explained that they never got their attorney involved as they knew they were at fault. She asked if they can consider their proposals and emphasized they got everything done within the sixty days they committed to.

Discussion was held regarding how much the fines were and how they continued to accrue with Mr. Carrino indicating that the \$176,000 does not include the legal fees.

Mayor Holland cautioned the Commission that if they make a motion they need to include whether or not Ms. Patel will be allowed to make payments, and, if she can make payments how long would she be allowed to do so.

Attorney Garcia stated that the case is still part of litigation which has been in abatement throughout the process, therefore, any motion today will result in a resolution that would include the specified amount, terms of payment, and direction to the City Attorney to prepare a settlement agreement. That would have to be reviewed by her attorney, remitted to the Court and ratified by the court so that, if there is noncompliance, the City can proceed with foreclosure immediately. Then the case can be dismissed.

Mayor Holland recommended a fine of \$104,000 and allow a year to pay it off.

Attorney Garcia confirmed that it would be a year from when the court settlement is done.

Discussion was held regarding payment terms with Vice Mayor Lee expressing support for the Mayor's recommendation, and Commissioner Cobb agreeing. Commissioner Ashcraft indicated he thought it was still too high.

Attorney Garcia and Mr. Carrino indicated they would prepare the resolution and settlement agreement and schedule it for a future agenda.

**11. FUTURE AGENDA ITEMS: None**

**12. COMMENTS**

**12.1 City Commission**

Commissioner Ashcraft stated he is honored to be on the dais and ready to work.

Commissioner Cobb asked to have a workshop scheduled on the sign ordinance

Commissioner Hawkins invited everyone to attend the Miracle Football Game at Carver Park to benefit Runway to Hope. He expressed his thanks for everyone's support. He noted that some of the Predator players and cheerleaders may be in attendance.

Vice Mayor Lee recognized Ann Ivey and Craig Dolan for receiving the Community Service Awards. She commented on the wonderful programs offered at the Library and Parks & Recreation. She asked that the City try and get the CRA conference presenters to come to Eustis and provide some presentations to the City.

Commissioner Hawkins noted the police officer that was also honored at the Community Service Awards. He and Mayor Holland asked to have recognitions by the Commission.

**12.2 City Manager**

Mr. Carrino announced that the Commission retreat would be held Saturday, January 28th, beginning at 8:00 a.m. in the Commission Room. He cited the following planned topics: land use, comprehensive plan, and RRT future land use category. He recommended that they go through the County's process and discuss what's in the County code and look at some of the recent PUD's approved by Lake County. He suggested that they look at what the County has focused on to see if those are similar things they want to focus on.

Mr. Carrino indicated that Vice Mayor Lee had requested an update on the cemetery and stated that could also be included. He requested that, if any of the Commissioners have topics they would like to discuss, that they contact him so staff can prepare information. He noted that the clock dedication ceremony is scheduled for 5:00 p.m. in Ferran Park so they would need to conclude prior to that.

Mr. Carrino then stated that the CRA Board has not met recently so he would like to schedule a meeting for February 16th prior to the regular Commission meeting. He commented on the Community Service Awards and stated it is nice to recognize all of the community and business members who have contributed.

Commissioner Hawkins asked to schedule a community cleanup along Palmetto on January 14th and requested that the new CRA Representative assist with getting out volunteers.

Discussion was held regarding scheduling the cleanup closer to the Heritage Festival. The Commission discussed issues with cleaning up the area.

CRA Representative Tanya Wilder indicated she would help get out volunteers.

Vice Mayor Lee commented on how well the Commissioners work together and expressed appreciation for the cooperation.

**12.3 City Attorney - None**

**12.4 Mayor**

Mayor Holland announced that the Commission has a closed session next. He thanked everyone for attending the meeting. He thanked George and Doris Warren for sponsoring the various City events at Bay and Lake Pharmacy. He asked to recognize the Events and Tourism Team at the first meeting in February. He noted the number of events the team worked throughout the holiday season.

**13. ADJOURNMENT: 7:28 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](http://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 19, 2023 – City Hall

**INVOCATION: PASTOR GENE GREEN, FIRST ASSEMBLY OF GOD - EUSTIS**

**PLEDGE OF ALLEGIANCE: COMMISSIONER ASHCRAFT**

**CALL TO ORDER: 6:06 P.M.**

### ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

**PRESENT:** Commissioner Gary Ashcraft, Commissioner Nan Cobb, Commissioner Willie Hawkins, Vice Mayor Emily Lee and Mayor Michael Holland

**1. AGENDA UPDATE: None**

**2. APPROVAL OF MINUTES**

#### 2.1 Approval of Minutes

December 1, 2022 City Commission Meeting

Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins, to approve the Minutes as submitted. Motion carried by the following votes:

Ayes: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, and Mayor Holland

**3. PRESENTATIONS**

#### 3.1 Recognition from Florida League of Cities University Institute for Elected Municipal Officials

Mayor Holland presented a certificate to Commissioner Cobb from the Florida League of Cities in recognition of her attendance at the Institute for Elected Municipal Officials I (IEMO I) training held October 14 – 15, 2022 in Tampa, Florida.

Commissioner Cobb thanked the Mayor and the City for the opportunity to attend and noted the importance of education and learning for her role as Commissioner for the betterment of the City and citizens of Eustis.

#### 3.2 Legislative Requests

Al Latimer, Economic Development Director, noted that the legislative session begins April 10, 2023 and commented on the legislative updates and mandates, including budget and funding requests for the City of Eustis. He commented on the three upcoming appropriations to provide funding for support of the following City projects: Coolidge Street Sewer Main Expansion and Associated Road Work (approximate cost \$6.2 million), Bates Avenue Wastewater Treatment Plant 80% expansion and modernization (approximate cost \$11 million), and the Northshore Culvert to include traffic and safety improvements (approximate cost \$3.5 million). He stated that the city is submitting the requests to the State Legislature to support critical projects in the City of Eustis.

The Commission directed staff to reach out for any support, if needed, as all are great projects.

#### 4. AUDIENCE TO BE HEARD

Tami Roundtree from the Eustis Chamber of Commerce commented on upcoming local events, including the team registrations (\$30 per team) for the 8th Annual Chili Cookoff on Saturday, February 4, 2023 located in Ferran Park with tasting starting at 3:00 p.m. and the 2023 Bike Parade during GeorgeFest on Wednesday, February 22, 2023 from 7:00 p.m. to 7:30 p.m. for kids ages 2-14 also located in Ferran Park. She also commented on the Lake County and Chamber initiative Biz Kids Market at the Lake County Fair where students aged 9 to 19 register for \$25 and complete a market/business plan to get them started in business and learn about entrepreneurship with the winner receiving a \$500 cash prize for best business plan, booth and presentation. Ms. Roundtree also noted they are seeking donations for prizes, food, and decorations for approximately 60 kids at the Incubatoredu Final Pitch event on Friday, April 28, 2023 from 9:00 a.m. to 12:30 p.m. with details to come. Ms. Roundtree presented Mayor Holland with a signed copy of Style magazine.

Mayor Holland commented on the upcoming Chamber of Commerce Breakfast as the kickoff for Georgefest where the King and Queen of Georgefest will be crowned. The event is located at Lifepointe Church on Wednesday, February 1, 2023 where Miss Florida will be in attendance as the guest speaker. For attendance, please reach out to the Chamber of Commerce.

Dee Gretzler commented on the Homeless Coalition's reference cards for local resources (homeless shelters, meals, children's services, medical aid, food and clothing) available to the community and indicated the availability of the Lake County Quick Reference Card at City Hall.

Mayor Holland requested these cards and future updated cards be available at the Eustis Memorial Library.

#### 5. CONSENT AGENDA

5.1 Resolution Number 23-06: Bid Award #002-23 and Approval of a Purchase in Excess of \$50,000 for Lift Station #3 Emergency Generator

5.2 Resolution Number 23-10: Approval of Annual Purchases in Excess of \$50,000 for Products and Services that are Essential for the Public Works Daily Operations

Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins to approve the Consent Agenda as submitted. Motion carried by the following votes:

Ayes: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, and Mayor Holland

#### 6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 22-94: Foreclosure Authorization - 44 Sharps Circle LLC (Sharps Mobile Home Park), Case 22-00041

Sasha Garcia, City Attorney, announced Resolution 22-94: A resolution of the City Commission of the City of Eustis, Florida, approving a Code Enforcement Board action to authorize the City Attorney to foreclose on an outstanding code enforcement lien for Case # 22-00041 against 44 Sharps Circle, LLC.

Eric Martin, Code Enforcement Supervisor, stated the resolution approves a November 14, 2022, Code Enforcement Board order authorizing the City Attorney to begin foreclosure action on an unpaid code enforcement lien associated with Code Enforcement Case #22-00041 totalling \$143,865 that was recorded against 44 Sharps Circle LLC on August 10, 2022. He

explained the lien was the result of a repeat violation because the mobile home at 26 Sharp Circle had not been maintained in accordance with the City's housing code. He reviewed a history of the case and stated staff's recommendation for approval.

Attorney Garcia opened the public hearing at 6:18 p.m.

Tom Carrino, City Manager, noted that this item was on the agenda in mid-December and was held off at the request of the City Attorney due to a scheduled meeting with the representatives of Sharps. He indicated that the City Attorney has recommended that the City continue moving forward with the cases while working with the property owner.

Eileen Fontain, 72 Sharps Circle, stated there have been some upgrades and improvements with poles, electricity, etc. She asked for a status update on progress and expressed support for the City not proceeding with foreclosure.

Mr. Carrino responded that the City is working through code enforcement issues with the owner. He cited various aspects that are not up to code. He explained that there are a series of cases going through the Code Enforcement Board. If the Board moves forward with action and recommend foreclosing on liens, then it moves to the Commission for approval of the foreclosure. He stated that the City is not trying to get the property, they are trying to get the owner to act.

Ms. Fontain commented on various improvements that have been observed by the residents. She noted they have also asked Southern Charms to come in and sell some of the vacant homes with the intent of improving them. She added that they cannot sell homes in the park if there is a threat of foreclosure. She added that a lot of residents have put a lot into their homes that they won't recover if they are forced to move.

An unidentified resident from Lot 54 noted he moved in July and had just received his lease. He commented on issues with the park's payment requirements and the pass on of the property taxes.

Attorney Garcia stated his issues are outside the purview of the City Commission. She advised that matters regarding leases need to be discussed with private counsel or the property manager. She stated he can speak with the property manager or seek legal counsel of his own for matters not relating to code enforcement issues.

Cathy Semorow expressed concern regarding flooding on the property. She asked what will happen if the City forecloses.

Mayor Holland replied that is something the City will have to determine as they move through the process. He expressed the opinion that they will not allow the property to be turned over to the City. He indicated that the City is also looking at what can be done regarding the flooding. He indicated that the City will keep the residents apprised as the system moves forward and emphasized that the only leverage the City has to get the owner to comply is the code enforcement process. He explained that he could sign an order immediately that would foreclose on the property; however, that would result in forcing the residents to move.

Attorney Garcia indicated there is active litigation so it is limited as to what can actually be shared with the public at that time.

Amy Baker questioned whether or not they can remove units and replace them. She indicated that their project manager has been stating that they have state approval to bring in new units. She commented on things they have said they are going to do.

Attorney Garcia cautioned the Commission to not comment on that and thanked the residents for the notification. She closed the public hearing at 6:30 p.m.

Mr. Carrino reported he has asked staff to keep a close eye on the park and any new units being brought in. He asked residents to keep staff apprised of any units they see being brought into the mobile home park.

An unidentified resident commented on sewage backing up into his unit and issues with sewer under his trailer. He stated he had stopped paying his lot rent for several months due to that. He indicated that he had a plumber come in who told him his pipes were fine and that the problem was under the trailer. He commented on his court case with them and the addition of the fee for the property taxes.

Mayor Holland explained that the City Commission has only tried to help the residents. He encouraged residents to talk to the State legislature as they adopt the regulations pertaining to mobile home parks. He stated that, if they have any further questions, contact the City Attorney.

Attorney Garcia closed the public hearing at 6:34 p.m.

Motion made by Commissioner Hawkins, Seconded by Commissioner Cobb to approve Resolution 22-94. Motion passed on the following vote:

Ayes: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

6.2 Resolution Number 23-03: Appointing Commissioners to various boards and committees

Attorney Garcia read Resolution 23-03: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, to appoint liaisons, directors or members and alternate directors or members to various committees and boards of directors to ensure that the City's interests, as expressed through the City Commission, are represented on these various committees and boards.

Mr. Carrino noted that a list of the boards and committees was provided to the Commissioners. He added that there is a new Commissioner as well. He then stated that there is an addition to the list as Commissioner Karen LeHeup-Smith sat on the board of the Open Door. B.E. Thompson with Lifestream as confirmed that they want to have a City Commissioner on their board.

The Commission agreed to add the Open Door board to the list of committees and boards.

Christine Halloran, City Clerk, went through the list of boards with the Commission discussing and then responding with who would be appointed to that particular board. The agreed upon appointments are as follows: 1) Audit Committee - Mayor Holland; 2) Lake Community Action Agency - Commissioner Hawkins; 3) Lake County Arts and Cultural Alliance - Commissioner Cobb as lead with Pam Rivas as alternate; 4) Lake County Education Concurrency Review Committee - Commissioner Hawkins; 5) Lake County League of Cities - Mayor Holland with Vice Mayor Lee as alternate; 6) Lake Sumter Metropolitan Planning Organization Governing Board - Commissioner Ashcraft; 7) Upper Ocklawaha Basin Working Group - Vice Mayor Lee; 8) Lake Eustis Chamber of Commerce Board - City Manager Tom Carrino; and 9) Open Door board - Commissioner Ashcraft with Commissioner Cobb as alternate.

Commissioner Cobb asked that the America in Bloom committee be added to the list. She noted that she and Vice Mayor Lee have been attending those meetings. Mayor Holland



asked that it be noticed that both Commissioner Cobb and Vice Mayor Lee will be attend those meetings.

Attorney Garcia opened the public hearing at 6:41 p.m. There being no public comment, the hearing was closed at 6:41 p.m.

Motion made by Commissioner Cobb, Seconded by Vice Mayor Lee to approve Resolution 23-03 with the agreed upon appointments. The motion passed on the following vote:

Ayes: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

### 6.3 Resolution Number 23-04: Utility Rate and Impact Fee Study

Attorney Garcia read Resolution 23-04 by title: A Resolution of the City Commission of the City of Eustis, Lake County, Florida, authorizing to proceed with a water, wastewater, reclaimed water utility rate and an impact fee rate study to be performed by Raftellis in the 2022-23 budget based on a piggyback contract of an RFP awarded by Daytona Beach for consulting services RFP-19632.

Mike Sheppard, Finance Director, explained the resolution is to approve both a utility rate study and an impact fee study. He explained the last independent rate study was done in 2016 and an internal study was done in 2021. He explained issues with the latest rate study and stated they did not increase the rates due to the ARPA funds for the expansion and savings on interest. He noted the City would be soon hooking up sewer service with the City of Umatilla and that would require a new rate study. He indicated the cost for the utility rate study is estimated at \$52,000, which \$45,000 was budgeted and the balance would be covered by a contingency transfer.

Mr. Sheppard reported that the last impact fee study was done in 2006. He explained that impact fees have to have a nexus associated with what is charged. He indicated that the impact fee study would only be an additional \$14,000. He further explained that he was initially going to recommend also doing a stormwater rate study; however, the cost was too high. He recommended just increasing it by the cost of living. He further recommended that they do that for future years as well.

Attorney Garcia opened the public hearing at 6:45 p.m. There being no public comment, the hearing was closed at 6:45 p.m.

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee to approve Resolution 23-04. The motion passed on the following vote:

Ayes: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

### 6.4 Resolution Number 23-07: Amendment to Personnel Rules and Regulations

Attorney Garcia read Resolution 23-07 by title: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, amending the Personnel Rules and Regulations of the City of Eustis Section 6.04 Sick Leave, 6.05 Annual Leave (Vacation) and 6.09 Emergency Paid Sick Leave Program.

Bill Howe, Human Resources Director, reviewed Resolution 23-07 and explained that two of the proposed changes are to clarify that employees who depart the City will only receive 480 hours of sick leave and 200 hours of vacation leave for all terms of employment. He stated the third change to 6.09 deals with the emergency paid sick leave. He explained that the federal

government previously established a Covid policy that mandated all employers to provide hours of paid leave to employees and that expired in December 2020. In November 2021, the Commission authorized the City Manager to establish a similar program. He recommended that the emergency program be eliminated effective February 1, 2023, based on changes to the Covid protocols.

Attorney Garcia opened the public hearing at 6:48 p.m. There being no public comment, the hearing was closed at 6:48 p.m.

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee to approve Resolution 23-07. The motion passed by the following vote:

Ayes: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

6.5 Resolution Number 23-08: Approval of PBA Collective Bargaining Memorandum of Agreement, Extra-Duty Employment

Attorney Garcia read Resolution 23-08 by title: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, approving a modification to Article 18, Extra Duty Employment, of the collective bargaining agreement between the City of Eustis and the North Central Florida Police Benevolent Association (PBA) for the period October 1, 2021 through September 30, 2024, and authorizing the City Manager to sign said agreement.

HR Director Howe recommended approval of the agreement. He explained it increases the pay the officers receive for working a secondary extra employment job paid for by an outside vendor from \$35 to \$45 per hour. It also increases the rate another \$10 per hour for a supervisor or on a holiday. He stated the rates are consistent with what is being paid by the Lake County School District for officers and what is being paid to other agencies. He added there is no cost to the City to implement the change.

Attorney Garcia opened the public hearing at 6:49 p.m. There being no public comment, the hearing was closed at 6:49 p.m.

Motion made by Commissioner Cobb, Seconded by Commissioner Hawkins to approve Resolution 23-08. The motion passed by the following vote:

Ayes: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

6.6 Resolution Number 23-09: Approval of PBA Collective Bargaining Memorandum of Agreement, Compensation

Attorney Garcia read Resolution 23-09 by title: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, approving a modification to Article 23 Compensation of the collective bargaining agreement between the City of Eustis and the North Central Florida Police Benevolent Association (PBA) for the period October 1, 2021 through September 30, 2024, and authorizing the City Manager to sign said agreement.

HR Director Howe explained the resolution authorizes the City Manager to sign an agreement negotiated with the PBA to implement the wage change that was already approved by the Commission. He noted they signed a three-year contract with the PBA in 2021. In September 2022 the Commission authorized a 4% salary increase plus an additional 2% longevity. He explained the agreement would just put into the contract the actions already taken. He stated staff's recommendation for approval.

Attorney Garcia opened the public hearing at 6:51 p.m. There being no public comment, hearing was closed at 6:51 p.m.

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee to approve Resolution 23-09. The motion passed on the following vote:

Ayes: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

6.7 Resolution Number 23-11: 44 Sharps Circle LLC (Sharps Mobile Home Park)

Attorney Garcia read Resolution 23-11 by title only: A Resolution of the City Commission of the City of Eustis, Florida; approving a Code Enforcement Board action to authorize the City Attorney to foreclose on an outstanding code enforcement lien for Case #22-00528 against 44 Sharps Circle LLC.

Eric Martin, Code Enforcement Supervisor, explained Resolution 23-11 approves a January 9, 2023, Code Enforcement Board order authorizes the City Attorney to begin foreclosure action on an unpaid lien against Case #22-00528 totaling \$18,000 which was recorded against 44 Sharps Circle on September 9, 2022.

Mr. Martin explained that the lien is the result of an unsafe power pole that was in danger of falling over. He reviewed the history of the case and board actions regarding the case. He stated that it took 72 passed the expiration of the deadline for the pole to be replaced and when it was it was done without a permit and was not done in a workmanlike manner resulting in damage to the electrical conduit. He indicated that it took another 113 days for a licensed electrician to obtain a permit. The work did not pass inspection by the Building Dept. until January 10, 2023. He stated the administration recommends approval of the resolution.

Attorney Garcia opened the public hearing at 6:54 p.m. There being no public comment, the hearing was closed at 6:54 p.m.

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee to approve Resolution 23-11. The motion passed on the following vote:

Voting Yea: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

6.8 First Reading: Ordinance Number 23-01 – Voluntary Annexation; Ordinance 23-02 – Comprehensive Plan Amendment; and Ordinance 23-03 Design District Assignment all pertaining to 9.37 acres generally located on the east side of State Road 44, Alternate Keys 2612533 and 2612517

Ordinance Number 23-01: Voluntary annexation of approximately 9.37 acres located on the east side of State Road 44

Attorney Garcia read Ordinance 23-01 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 9.37 acres of real property at Lake County Property Appraiser's Alternate Key Number 2612533 and 2612527, generally located on the east side of State Road 44 opposite the intersection with Lake Joanna Drive.

Jeff Richardson, Deputy Director of Development Services, reviewed the proposed annexation and related future land use designation and design district designation for 9.37 acres located on SR 44. He indicated the property is currently designated Urban Low in Lake County and

the applicant is requesting Mixed Commercial/Residential in the City with a design district Suburban Neighborhood. He reviewed staff's evaluation of the requested annexation, future land use and design district designation requests.

Mr. Richardson compared the requested future land use designation with its current County designation. He stated the Mixed Commercial/Residential would allow up to 12 du/acre and would allow single family, office, commercial and multi-family uses. He indicated that the SR44 corridor is urbanizing and wedged between the cities of Eustis and Mount Dora. He added that utilities are available and noted that it is located within the Wekiva Study Area. He presented a map showing the flood zone.

Mr. Richardson then reviewed the design district request of Suburban Neighborhood and explained the allowed uses and indicated that the surrounding properties have the same designation. He stated staff's recommendation for approval and stated the request is compatible and consistent with the JPA, Florida Statutes, Comprehensive Plan and Land Development Regulations.

The Commission asked how the developer will address the wetlands with Mr. Richardson responding that would be better answered by the applicant. The Commission decided to hear public comment first and then hear from the applicant.

Attorney Garcia opened the public hearing at 7:02 p.m.

The following individuals addressed the Commission regarding the proposed annexation and designations: 1) Mark Bobick; 2) Jerry DiCegare; 3) Cindy Newton; and 4) Dee Gretzler.

Concerns expressed included the following: 1) Densities; 2) Increased traffic on SR 44B; 2) Need for traffic signal at 44A; 3) Water to be used for irrigation and its effect; 4) Wording for justification; 5) Consideration of existing soils and recharge; and 6) Possible impact on the lake.

Mayor Holland asked that the comments made by Mary Spacone at the Local Planning Agency (LPA) meeting also be incorporated into the Commission meeting minutes. At the LPA meeting, Ms. Spacone expressed concern regarding the possible effects on Lake Joanna.

David Clutts, consulting engineer working with Huddle 44 on the project, acknowledged the developer will face some difficulties and challenges due to the wetlands and floodplain. He stated that approximately 45% of the site has floodplain and some wetland. He commented on improvements made to the wetlands and agricultural conditions. He stated they will have a large amount of analysis to do to determine the functions of the wetlands. He indicated it will be determined by the Water Management District regarding whether or not they will have to do mitigation. He explained they will follow all of the pertinent City and State regulations. He stated they may consider using shallow irrigation or even irrigation out of the wetlands if allowed by Public Works. He added they will also adhere to any Florida Friendly landscaping and water restrictions applied by the City.

Mr. Clutts then commented on the concept plan and indicated they are estimating ten townhome units with approximately 36 to 38 total units which would be very similar to what would be allowed under the County zoning. He added they are also planning to have some commercial/professional office space in the front.

The Commission asked if there would be a park with Mr. Clutts responding the Land Development Regulations do require some amenities and facilities. He indicated that almost the entire residential area will be encompassed by a trail area. He commented on how the retention area will be designed to look more natural. He added the wetland will stay where it's

at and they will incorporate some pretreatment and stormwater with it and tie it in where needed to for water quality treatment and flood attenuation.

Mayor Holland asked if they would be willing to hold a community meeting as they get further into the process with Mr. Clutts responding affirmatively.

Commissioner Cobb commented on how difficult growth is and how the Commission tries to make decisions to benefit everyone.

Commissioner Hawkins cited the increase in traffic and agreed that they would like a traffic signal but that is controlled by FDOT so they have to work with DOT to try and lessen the burden on the residents.

Vice Mayor Lee concurred that growth is painful. She explained that the City has to allow annexation and consider growth or they will be boxed in by Mount Dora. She emphasized they have to try and make the right decisions about growth. She indicated the City will work with DOT to try and address the traffic issues.

Commissioner Ashcraft expressed concerned with how fast the City is growing. He indicated that if they maintain the same level of density that is currently in the area, then he did not see a problem with the project.

Commissioner Cobb noted that the City's density allowance is "up to" a certain amount; however, due to what the City demands developers cannot reach the "up to" figure.

Commissioner Hawkins noted that the County zoning allows up to four units per acre which would allow 36 units and what is currently being proposed is 38. He expressed support for them holding a community meeting.

Further discussion was held regarding the public needing to see the positives and not just the negatives and the need for the developer to hold a community meeting to keep the public informed and get their input. It was also discussed how the City needs to protect the resources while also protecting the City's future.

There being no further public comment, the hearing was closed at 7:29 p.m.

Motion made by Commissioner Ashcraft, Seconded by Commissioner Cobb to approve Ordinance 23-01 on first reading. The motion passed by the following vote:

Ayes: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

Ordinance Number 23-02 - Comprehensive Plan Amendment for changing the future land use designation of approximately 9.37 acres on State Road 44

Attorney Garcia read Ordinance 23-02 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187 F.S.; changing the future land use designation of approximately 9.37 acres of recently annexed real property at Alternate Key Numbers 2612533 and 2612517, generally located on the east side of State Road 44 opposite the intersection with Lake Joanna Drive, from Urban Low in Lake County to Mixed Commercial Residential in the City of Eustis.

Attorney Garcia opened the public hearing at 7:30 p.m. There being no public comment, the hearing was closed at 7:30 p.m.

Motion made by Commissioner Cobb, Seconded by Vice Mayor Lee to approve Ordinance 02 on first reading. The motion passed by the following vote:

Ayes: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

Ordinance Number 23-03: Design District Designation for 9.37 acres located on the east side of State Road 44

Attorney Garcia read Ordinance 23-03 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Neighborhood design district designation to approximately 9.37 acres of recently annexed real property at Alternate Key Numbers 2612533 and 2612517, generally located on the east side of State Road 44 opposite the intersection with Lake Joanna Drive.

Attorney Garcia opened the public hearing at 7:31 p.m. There being no public comment, the hearing was closed at 7:31 p.m.

Motion made by Commissioner Ashcraft, Seconded by Vice Mayor Lee to approve Ordinance 23-03 on first reading. The motion passed on the following vote:

Ayes: Commissioner Ashcraft, Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

**7. OTHER BUSINESS**

7.1 Organizational and Event Support Grants

Mr. Carrino explained that the process was changed to provide for presentations prior to the grant awards, to require the funds to be provided on a reimbursement basis and for the awardees to provide reports at the end. He stated staff is looking for a general agreement with staff's recommendation. If so, then the organizations will be brought back for presentations and then the amount of the awards will be finalized.

Mike Sheppard, Finance Director, reported that four staff members reviewed all of the applications. He noted that the previous year the City received 16 applications totaling \$99,000 in requests. In the current year, the City received nine applications with almost \$71,000 in requests. He reviewed the process used to disseminate information regarding the grants. He stated staff could schedule a workshop to hear all of the organization presentations. He noted the funds will be presented on a reimbursement basis and the organizations will have to provide reports on how the funds were utilized.

Mr. Sheppard reviewed the application and what had to be submitted along with the application and explained what the funds could be utilized for. He noted they also had to provide financial information on the organization as well. He stated that out of the nine applicants, the review committee recommended awarding to eight. He said the ninth applicant wanted to do a backpack drive for schools. He indicated that the committee thought that the City's food drive could be donated to the Act of Hope Ministries to provide them with assistance.

Mr. Sheppard reviewed the award recommendations citing the amount requested by each and then the amount recommended. He stated they recommended awarding \$27,500 which left sufficient funds for each Commissioner to award another \$500 during the year.

Mr. Carrino responded that the intent is to leave \$2,500 for the Commission as a whole to award during the year.

The Commission asked about financials for each organization with Mr. Sheppard and Mr. Carrino indicating that emails with links had been sent out. It was noted that not everyone could access them. Mr. Carrino indicated staff would print out copies for the Commission.

The Commission asked if applications were sent to only Eustis organizations with Mr. Sheppard noting that the United Way of Lake and Sumter Counties would only expend their funds for Eustis citizens.

Mr. Carrino confirmed that they primarily sent information to Eustis organizations. He noted Lake Cares is not located in Eustis; however, Eustis residents are their largest number of clients.

Commissioner Hawkins noted that Trout Lake Nature Center recently held an event in Leesburg; however, they frequently ask the City for funding.

Eileen Tramontana, Executive Director of TLNC, responded that they have already booked the City's community center to hold that event in September. She explained that the City's facility was not available in the previous year when they were holding the event.

Mayor Holland indicated that he wanted to look at United Way with Mr. Sheppard indicating that the previous year they were disqualified as they wanted the funds for salaries.

The Commission agreed to schedule a workshop to hear the organizational presentations.

Robin Richter, Amazing Race for Charity and Paws Therapy Dogs, indicated they have no problem with the reimbursement requirement and they are happy to provide the presentation.

Eileen Tramontana, Trout Lake Nature Center, noted they have always reported back to the Commission regarding their activities. She noted that, for some small organizations, reimbursement may be difficult; however, they don't have a problem with that.

Commissioner Hawkins expressed concern that requiring the financials and reimbursement may hinder small, new organizations.

**8. FUTURE AGENDA ITEMS**

Craig Capri, Police Chief, reported that hookah lounges have become an issue in other communities. He asked for permission to draft up some regulations regarding these even though none are currently proposed.

It was a consensus of the Commission for them to proceed with drafting some regulations.

Mike Swanson, Fire Chief, announced that the annual food drive would be held Saturday from 10-2 at Station 22. He noted it is a tri-city challenge and Eustis has won the initial two years. He noted that cash donations are also welcome. He added that Lake Tech has collected about 2,000 lbs. of food for them as well.

**9. COMMENTS**

**9.1 City Commission**

Commissioner Ashcraft commented on how busy both the police and fire departments have been and complimented them on their great work.

Commissioner Cobb asked for an update on the islands with Mr. Carrino indicating he was part of the meeting with DOT and there was discussion regarding getting utilities to the islands for irrigation. He indicated there are plans to get irrigation to the islands but they may not be able to get irrigation to the overpass.

Commissioner Cobb stated she was more interested in the islands on Hwy. 19 but she wanted them to clean up the cloverleaf. She then asked when the Arbor Day tree planting would be with Mr. Carrino indicating that has usually occurred at Eustis Heights.

Commissioner Cobb expressed interest in the City having a separate Arbor Day celebration as part of the America in Bloom project. She then asked Tami Roundtree if the Chamber would be interested in doing a "Business of the Month" program to recognize businesses that have improved the exterior of their business particularly in the gateways.

Ms. Roundtree indicated the Chamber could consider that.

Commissioner Cobb then asked about the Trout Lake spillway noting that the City does not own it with Mr. Carrino indicating that DOT owns it but they are considering transferring it to the City.

Commissioner Cobb asked Al Latimer if he has heard anything from Waste Management about the grant with Mr. Carrino indicating he spoke with someone at the League of Cities who indicated it is in the works. The City applied for \$10,000 and he was told they may be able to get \$5,000.

Commissioner Cobb suggested that the Commission institute a "Coffee with a Commissioner" to allow them to meet with staff members so they get to know the City workers with Mr. Carrino indicating he could work on that.

Commissioner Cobb commented on the clergy graduation at the Police Department. She complimented staff on the service. She thanked Chief Capri for implementing the program. She then reported on her attendance at the Lake County Delegation meeting and cited the local representatives who spoke. She then commented on the Strong Towns meeting held in Leesburg with herself, Mr. Carrino, Pam Rivas and George Asbate in attendance.

Commissioner Hawkins thanked everyone who attended the Tyler Williams Miracle Football Game. He explained it benefits children with pediatric cancer. He noted they raised \$5,000 last year and hoped to double that. He reported that to-date they had raised \$8,000 and were still waiting on receipt from a big sponsor. He stated the proceeds go to Runway to Hope who serve kids in Central Florida. He added they want to start a Lake County chapter.

Commissioner Hawkins reported on the clean up done the previous weekend in the area between Bates and Getford. He indicated they collected approximately 50 bags in two hours in 34 degree weather. He thanked everyone that participated and indicated they need those people who live in the area to come out and participate.

Commissioner Hawkins noted the upcoming Georgefest event and expressed concern as to whether or not the sound system has been improved in time for the event. He commented on the passing of a local homeless man and noted how one of the local news agencies had reported on his passing and how they had interviewed police officers and others who said good things about him. He said that is what being a small town is all about.

Mayor Holland reported that due to the high quality of the performers planned for Georgefest he did not think the sound system would be a problem. He noted that the City would be celebrating its 140th birthday on the 4th of July. He asked about bearproof trash cans.

Mr. Carrino reported that Recreation and Public Works have both been working on the sound in Ferran Park. He noted that every act would provide their own sound equipment; however, there would also be new speakers on the poles in Ferran Park that will be installed by Georgefest throughout the park. He then reported that the State had some turnover which has



delayed the bearproof cans. He spoke with a supervisor who indicated that the City's project will be a perfect first project for their new employee. He indicated they will be canvassing the initial area and then expand from there.

Commissioner Hawkins reported on an incident with a bear attacking a man and his dog so the State came out and trapped the bear and relocated it.

Commissioner Hawkins provided an update on the African American Heritage Festival. He stated the parade will be on February 18th beginning at 10 a.m. He indicated the festivities would be at the 9th grade center with a banquet to be held the night before. Mayor Holland indicated he had bought a table for the Commission and it was noted that the Lake County Sheriff would also be in attendance.

Vice Mayor Lee commented on the need to hold another City clean up to get ready for Georgefest.

Commissioner Cobb reported that the Sheriff's Department can provide trustees to help with the cleanup on Friday, February 10th.

Mr. Carrino indicated he would contact Waste Management for dumpsters and get the event publicized with Commissioner Cobb stating she would contact Coach Johnny regarding having hamburgers and hot dogs for volunteers.

**9.2 City Manager**

Mr. Carrino reminded the Commission that the retreat would be held on Saturday, January 28th, at 8 a.m. He stated that staff would provide some items in advance to the Commission particularly concerning County processes and City processes, as well as information on the cemetery.

Mr. Carrino stated that Al Latimer and Mike Lane have been working on some web-based software for economic development and they will have a demo on that software. He noted that events will also find it useful as it can show how many people are in the park at a particular date and time.

Mr. Carrino added that they will also have an open discussion period and recommended that if anyone has a specific topic they want to discuss to let him know so staff can gather the information. He then commented on the negotiations with the strategic planning consultant. He added that they will be having some presentations on Friday regarding the master planning process.

Mr. Carrino then cited the previous discussion to schedule a sign workshop. He noted that the Commission will be holding a joint workshop with the Code Enforcement Board on February 13th and asked if they want to also discuss signs at that time. It was agreed to add that to the agenda for that workshop.

**9.3 City Attorney**

Attorney Garcia asked to hold a closed session regarding the 44 Sharps litigation at 5 p.m. on February 2nd. It was a consensus of the Commission to schedule that.

Attorney Garcia also stated she will need approval from the Commission to authorize the City Manager to execute a corrective deed due to an error in a legal description pertaining to the Lake Eustis Marina. It was a consensus of the Commission to authorize the City Manager to execute the corrective deed.

#### 9.4 Mayor

Mayor Holland noted the passing of local businessman John Roberts and announced that his funeral service would be on Sunday. He commented on Mr. Roberts' contributions to the community.

Mayor Holland commented on the number of upcoming local events and expressed anticipation for the African American Heritage Festival and Georgefest. He noted that City Events and Tourism Coordinator Miranda Muir was in Illinois to serve as a judge for the Miss Illinois pageant. He commented on upcoming meetings with both Lake County and the State.

#### 10. ADJOURNMENT: 8:20 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](http://www.eustis.org) and click on the video for the meeting in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

---

CHRISTINE HALLORAN  
City Clerk

---

MICHAEL L. HOLLAND  
Mayor/Commissioner



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 16, 2023

RE: Re-Appointment to Code Enforcement Board – Stephanie L. Carder

---

**Introduction:**

This appointment is for consideration of the re-appointment of Stephanie L. Carder to the Code Enforcement Board for a three-year term as a member. If approved, the new term will expire on 02/28/2026.

**Background:**

The City follows State Statute Chapter 162 Local government code enforcement boards which provides for a seven-member Code Enforcement Board with two alternates. Per Florida Statute 162.02, the purpose of the board is to "promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state by authorizing the creation of administrative boards with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities, where a pending or repeated violation continues to exist."

Ms. Stephanie L. Carder submitted her request to be considered for re-appointment as a member to the Code Enforcement Board. Attached is a copy of her paperwork for your review (to be attached).

**Recommended Action:**

Staff recommends the approval of Ms. Carder to the Code Enforcement Board for a three-year term to expire February 28, 2026.

**Prepared By:**

Christine Halloran, City Clerk

RECEIVED

FEB 13 2023

Item 4.1

City of Eustis  
P.O Drawer 68  
10 North Grove Street  
Eustis, Florida 32727

RE: Reappointment Status (Please check the appropriate box, fill in the remaining information, and sign below)

Dear Sir or Madam:

I no longer wish to serve on the following Board.  
Effective Date: \_\_\_\_\_

Please accept this form as a request for reappointment to the following Board.  
Your consideration is appreciated.

Board: Code Enforcement

Name: Stephanie L. Carder

Address: 1101 Club Hills Dr. Eustis

Telephone Number: 352-455-8743

Email Address: stefflee@aol.com

Upcoming Commission Meeting Dates I Can Attend: 2/16/23

Sincerely,

Signature: Stephanie L. Carder Date: 2/13/23



# 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 16<sup>th</sup>, 2023

SUBJECT: RESOLUTION NUMBER 23-19  
Approval of a budget amendment to the FY 2022-2023 transfer of forfeited funds in the amount of \$50,000.00 for training

**Introduction:**

Resolution Number 23-19 approves a budget amendment to the FY 2022-2023 Police Forfeiture budget in accordance with Resolution Number 10-17. Resolution Number 10-17 was passed in order to account for State and Federal receipt and expenditures of monies taken from forfeitures of contraband seized. The allocation of \$50,000 from Police Forfeited Funds will be used for training of Officers and Command Staff in the Supervisory or Leadership genre.

**Recommended Action:**

The administration recommends approval of Resolution Number 23-19.

**Background:**

The State of Florida created the Florida Contraband Forfeiture Act, as Florida Statutes 932.701 through 932.707, effective on July 1, 1980. There are a number of codified restrictions and limitations to the use of the forfeited assets per Florida Statutes. One particularly significant restriction is that funds acquired from forfeited property may not be used to supplant the budget of an agency.

Florida State Statute 932.7055 states “If the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special law enforcement trust fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.”

The State Statute also indicates “These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request

complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

On March 18<sup>th</sup>, 2010 the City Commission of the City of Eustis, Florida approved and resolved Resolution Number 10-17 which established a standard policy regarding the expenditure and disposition of the funds and property awarded to the City of Eustis pursuant to either to the Florida Contraband Forfeiture Act or the U.S. Department of Justice Asset Forfeiture Act and in accordance of current Florida State Statutes specifically related to Forfeiture Funds expenditure.

The approved Resolution Number 10-17 provides detailed guidelines for the use of monies within the Police Forfeited Funds account. The Resolution Number further provides the Chief of Police for the City of Eustis can determine the needs of use for the funds is well versed in what the funds may be expended for.

A review of the current amount in the Police Forfeited Funds accounts shows an amount greater than the requested \$50,000.00 amount. The appropriation of \$50,000.00 from the Police Forfeiture Fund into the Training Fund (account number 012-2180-521-30-57) of the Police Department is completed for receipt and expense recording only and is not used to supplement the standard training budget. This transfer is authorized through the approval of Resolution Number 10-17. There are many authorized uses of these forfeited monies, to wit training for officers is one of the uses.

**Budget/ Staff Impact:**

The transfer of \$50,000.00 from the Police Forfeiture Fund account will provide for payment training classes regarding First Line Supervisor training and Command Staff Leadership Development training. By completing the transfer into the Training account listed above, the City of Eustis Police Department will have the necessary documentation and receipt of the expenditure of funds required by State Statute and Federal Rule.

**Reviewed By:**

Chief Craig A. Capri, Chief of Police

**Prepared By:**

Captain David Carney, Investigative Services Commander

**RESOLUTION NUMBER 23-19**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO THE FY2022-23 POLICE FORFEITURE FUND BUDGET IN ACCORDANCE WITH RESOLUTION NUMBER 10-17.**

**WHEREAS**, THE City of Eustis passed Resolution Number 10-17 to account for State and Federal receipt and expenditures of monies taken from forfeitures of contraband seized; and

**WHEREAS**, the Chief of Police for the City of Eustis has determined that the department would benefit from, up to date, First Line Supervisor and Senior Management training;

**WHEREAS**, Generally Accepted Accounting Principles necessitates that the available funds are within the cash reserves, in the Police Forfeiture Fund is sufficient to cover the cost of training in the amount of \$50,000; requiring the funds to be appropriated through an amendment to the FY2022-23 Police Forfeiture Fund for documentation of expenditure and receipt per established guidelines.

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

Amend the FY2022-23 Police Forfeiture Fund Budget by recognizing \$50,000 to be appropriated as an expenditure in the operating account of the Fund.

**DONE AND RESOLVED**, this 16th day of February, 2023, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran  
City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February, 2023, by Michael L. Holland., Mayor, and Christine Halloran, City Clerk, who are personally known to me.

\_\_\_\_\_  
Notary Public- State of Florida

**CITY ATTORNEY’S OFFICE**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney’s Office

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 23-19 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 16, 2023

RE: ORDINANCE NUMBER 23-04 AMENDING CHAPTER 70, PENSIONS AND RETIREMENT, ARTICLE III, MUNICIPAL FIRE OFFICERS' PENSION AND RETIREMENT SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

### **Introduction:**

Ordinance Number 23-04 amends the Eustis Code of Ordinances, Chapter 70, Pensions and Retirement, Article III, City of Eustis Municipal Firefighters' Pension and Retirement System, Sections 70-62(b) Contributions, 70-67(a) Monthly Retirement Income for Firefighters, and 70-71(b)(1) defines the change in firefighters' disability benefits. Exhibit A to Ordinance 23-04 has all the changes underlined for the new wording and strikethrough for deletions.

### **Recommended Action:**

Staff recommends approval of Ordinance Number 23-04.

### **Background:**

The City negotiated a new Collective Bargaining Agreement with the International Association of Firefighters (IAFF) Local 4731. The negotiations resulted in amendments to the current Collective Bargaining Agreement. Negotiations have concluded, the terms were approved by IAFF Local 4731 membership, and the terms were approved via Resolution 23-14 by the Eustis City Commission on February 2, 2023. Certain provisions of the agreement call for changes to Chapter 70 Article III of the Eustis Code of Ordinances described in Exhibit A of Ordinance 23-04.

The pension changes approved by Resolution 23-14 and proposed in Ordinance 23-04 are described below:

- Bargaining unit members will contribute between 4% and 7.5% of their annual compensation to the Firefighters' Pension and Retirement System, based on the member paying 16% of the City's required contribution. The member's contribution will be 5.5% in FY 2022/23, after ratification. The member's contribution shall increase or decrease no more than 1% of their annual compensation for any fiscal year.

- Bargaining unit members hired after the date of ratification of this agreement will receive a 3% multiplier of average final compensation times years of service. Bargaining unit members hired prior to ratification of this agreement will retain the 4% multiplier.
- Bargaining unit members' base disability pension rate will be 45%, and increased by 2% each full year of the member's service, up to the maximum rate of service of 65%. The disability pension rate for a disability resulting from malicious or intentional acts against the bargaining unit member on duty or from active firefighting, or from a non-preventable traffic crash shall remain at 65%.

The Fire Pension Board met on Wednesday February 8, 2023. They were informed of the pension changes and the need for an impact statement regarding the changes as part of the process.

Upon City approval of the attached Ordinance and receipt of the impact statement, both documents will be forwarded to the Municipal Fire Officers' and Firefighters' Retirement Trust Funds Office, Division of Retirement for their comments and approval. Once reviewed and approved by the state, Ordinance 23-04 will be brought back to Eustis City Commission for consideration of the second reading.

#### **Alternatives:**

- Approve Ordinance Number 23-04
- Deny Ordinance Number 23-04.

#### **Discussion of Alternatives:**

Alternative 1 approves the Ordinance.

##### Advantages:

- The agreement was mutually negotiated.
- The ordinance will comply with the provision described in Resolution 23-14, which was approved on February 2, 2023.

##### Disadvantages:

- The denial of Ordinance 23-04 would be negated and new negotiations with the bargaining unit would be necessary.

Alternative 2 denies the Ordinance 23-04

##### Advantages:

- None noted.

##### Disadvantages:

- Negotiations would be resumed which may lead to an impasse and arbitration, which can be time consuming and costly.

**Community Input:**

Staff has properly advertised the ordinance, and there will be an opportunity for public input at the public hearing.

**Budget/Staff Impact:**

There may be an immaterial administrative cost associated with establishment of the defined contribution plan per Chapter 175, F.S.; however, adjustments to the budget were defined in Resolution 23-14.

**Prepared By:**

Mike Sheppard, Finance Director

**Attachments:**

Ordinance 23-04

Exhibit A Changes to City of Eustis Code of Ordinance Article III

**ORDINANCE NUMBER 23-04**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AMENDING CHAPTER 70, PENSIONS AND RETIREMENT, ARTICLE III, MUNICIPAL FIREFIGHTERS' PENSION AND RETIREMENT SYSTEM, SECTIONS 70-62(b), 70-67(a) AND 70-70-71(b)(1), OF THE CODE OF ORDINANCES OF THE CITY OF EUSTIS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Eustis firefighters are presently provided pension benefits pursuant to Article III Chapter 70, Eustis Code of Ordinances, which establishes a plan intended to meet or exceed the minimum benefits and minimum standards set out Chapter 175, Florida Statutes; and

**WHEREAS**, the City Commission desires to amend and restate its "local-law" pension plan to maintain benefits for firefighters', to clarify the provisions of the plan, and to incorporate changes in Federal and State law since the last adoption of the Municipal Firefighters' Pension and Retirement System; and

**WHEREAS**, the proposed changes have been approved and ratified and signed by the IAFF Collective Bargaining Agreement on January 24, 2023; and

**WHEREAS**, the proposed changes have been approved and ratified by the City Commission of the City of Eustis by Resolution Number 23-14 on February 2, 2023.

**NOW, THEREFORE, BE IT ORDAINED THAT:**

**Section 1.** Chapter 70, PENSIONS AND RETIREMENT, Article III, MUNICIPAL FIREFIGHTERS' PENSION AND RETIREMENT SYSTEM, Sections 70-62(b), 70-67(a) and 70-71(b)(1), inclusive, of the Code of Ordinances of the City of Eustis, are hereby amended and restated to be known as the CITY OF EUSTIS FIREFIGHTERS' PENSION AND RETIREMENT SYSTEM, as set forth in Exhibit A attached hereto and made a part hereof.

**Section 2.** That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**Section 3.** 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 4.** That this ordinance shall become effective immediately upon passing.

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Lake County, Florida, this 16<sup>th</sup> day of February, 2023.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 16<sup>th</sup> day of February, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 23-04 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk

**Exhibit A**  
**Changes to City of Eustis Code of Ordinance**  
**Article III City of Eustis Municipal FIREFIGHTERS' Pension and Retirement System**

**Sec. 70-62. Contributions.**

- (b) *Contributions by firefighters to the firefighters' pension trust fund.* Each member of the system shall be required to make regular contributions to the fund. The city shall pay into the firefighters' pension trust fund said between four percent and seven and one-half percent of their annual compensation to the firefighters' pension and retirement system. The members contribution percentage shall be calculated based on the members paying 16 percent of the city's contribution percentage as determined by the pension and retirement system's actuary as of October 1 of each year, subject to the following limitations: (a) for the remainder of fiscal year 2022-2023 the bargaining unit members contributions shall be five and one-half percent of their annual compensation, and (b) the bargaining unit members contribution shall increase or decrease no more than one percent of their annual compensation for any fiscal year, the salary of each firefighter who is a member of the fire department and eligible for inclusion in the firefighters' pension trust fund, ~~which four percent~~ shall be deducted by the city from the compensation due to the firefighter as described above ranging between a minimum of four percent and no more than seven and one-half percent. No firefighter shall have any right to the money so paid into the firefighters' pension trust fund except as provided by law and the firefighters' pension trust fund. Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to § 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the members' gross income for Federal Income Tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

**Sec. 70-67. Monthly retirement income for firefighters.**

- (a) *Normal retirement benefit.* A member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coinciding with or next following his retirement and be continued thereafter during member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The amount of monthly retirement income payable to a firefighter of the city who is currently employed as of or is first hired after January 6, 2004, who retires on or after his or her normal retirement date shall be in an amount equal to the number of years of credited service multiplied by four percent of his or her average final compensation. The amount of monthly retirement income payable to a firefighter of the city who is eligible to participate in the firefighters' pension trust fund but who is not employed as of January 6, 2004, shall be 2.5 percent of his or her average final compensation for years of service prior to October 1, 1998, and by three percent of his or her average final compensation for years of service after October 1, 1998. Provided however, that should a firefighter of the city who has previously been employed by the city as a firefighter and who has left the city's employment prior to January 6, 2004, subsequently be rehired by the city after January 6, 2004, as a

firefighter, then such firefighter shall receive on his or her normal retirement date a monthly retirement income equal to 2.5 percent of his or her average final compensation for years of service prior to October 1, 1998, 3.0 percent of his or her average final compensation for years of service between October 1, 1998, and January 6, 2004, and 4.0 percent of his or her average final compensation for years of service after January 6, 2004; as of January 24, 2023 all bargaining unit members hired will receive a 3% percent multiplier of average compensation times credited service. All members hired before this date will retain their current benefits. Provided however, in no event may a firefighter receiving benefits from the firefighters' pension trust fund receive a monthly retirement income in excess of 100 percent of such firefighter's average final compensation.

### **Sec. 70-71. Firefighter disability benefits.**

#### *(b) Calculation and payment of benefit.*

- (1) ~~The benefit payable to a firefighter who retires from the city due to total and permanent disability as a direct result of a disability commencing prior to his normal retirement date is the monthly income payable for ten years certain and life for which, if the firefighter's disability occurred in the line of duty, his monthly benefit shall be the accrued retirement benefit, but shall not be less than 65 percent of his average monthly salary at the time of disability. If the disability is other than in the line of duty, the firefighter's monthly benefit shall be the accrued normal retirement benefit, but shall not be less than 25 percent of his average monthly salary at the time of disability.~~
- (1) The Firefighters' Pension and Retirement System shall be amended to provide that the bargaining unit members' base disability pension rate will be 45%, and increased by 2% each full year of the member's service, up to the maximum rate of service of 65%. The disability pension rate for a disability resulting from malicious or intentional acts against the bargaining unit member on duty or from active firefighting, or from a non-preventable traffic crash shall remain at 65%.



# 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 16, 2023  
RE: Discussion: Revised Florida Department of Transportation Local Funding Agreement for S.R.-19

---

## **Introduction:**

This discussion is an update on the revised Local Funding Agreement (LFA) between the City of Eustis and the Florida Department of Transportation (FDOT).

## **Background:**

The FDOT has recently completed Phase III plans for the repaving of S.R.-19 within the City's territory. They have developed more definitive costs for the raised architectural paver and stamped asphalt work we requested at our intersections and crosswalks. The FDOT will need to execute a Local Funding Agreement (LFA) with the City in order to include this as part of their project since it is beyond typical work the FDOT will perform.



**Picture 1: Raised Crosswalk speed reduction**





**Picture 2: Raised Intersection**

Below is a summary of the pay items for the cost to perform this work, along with a summary of their original and revised estimates for your review which show the quantity and unit price changes from our original LFA.

### **Scope of Work**

- Remove and reinstall the decorative pavers where they will be disturbed at the following intersections:
  - Grove St and Magnolia Ave
  - Bay St and Magnolia Ave
  
- Construct pattern pavement at the following intersections:
  - Grove St and Orange Ave
  - Grove St and Magnolia Ave
  - Grove St and McDonald Ave
  - Grove St and Clifford Ave
  - Grove St and Gottsche Ave
  - Bay St and Orange Ave
  - Bay St and Magnolia Ave
  - Bay St and McDonald Ave
  - Bay St and Clifford Ave

**Cost Estimates**

<b>Original Estimate (Prior to Phase II Plans)</b>				
<b>FIN 445297-1</b>				
<b>Pay Item</b>	<b>Description</b>	<b>Quantity (SY)</b>	<b>Unit Price</b>	<b>Cost</b>
523-3	Pattern Pavement	530	\$105	\$55,650
526-1-101	Pavers, Architectural, Remove Existing and Reinstall	29	\$156	\$4,524
<b>FIN 445686-1</b>				
<b>Pay Item</b>	<b>Description</b>	<b>Quantity (SY)</b>	<b>Unit Price</b>	<b>Cost</b>
523-3	Pattern Pavement	611	\$105	\$64,155
526-1-101	Pavers, Architectural, Remove Existing and Reinstall	55	\$156	\$8,580
<b>Totals</b>				
<b>Pay Item</b>	<b>Description</b>			<b>Totals</b>
<b>523-3</b>	<b>Pattern Pavement</b>			<b>\$119,805</b>
<b>526-1-101</b>	<b>Pavers, Architectural, Remove Existing and Reinstall</b>			<b>\$13,104</b>

**Revised Estimate (Post Phase III Plans)**

**FIN 445686-1**

Pay Item	Description	Quantity (SY)	Unit Price	Cost
523-3	Patterned Pavement	611	\$195	\$119,145
526-1-101	Pavers, Architectural, Remove Existing and Reinstall	55	\$250	\$13,750
				<b>\$132,895</b>

**FIN 445297-1**

Pay Item	Description	Quantity (SY)	Unit Price	Cost
523-3	Patterned Pavement	530	\$195	\$103,350
526-1-101	Pavers, Architectural, Remove Existing and Reinstall	29	\$250	\$7,250
				<b>\$110,600</b>

**Totals**

Pay Item	Description			Totals
523-3	Pattern Pavement			<b>\$222,495</b>
526-1-101	Pavers, Architectural, Remove Existing and Reinstall			<b>\$21,000</b>

**Summary**

**Totals**

Pay Item	Description			Totals
523-3	Pattern Pavement			<b>\$102,690</b>

526-1-101	Pavers, Architectural, Remove Existing and Reinstall			\$7,896	Item 8.1
-----------	--	--	--	---------	----------

The total costs associated with the stamped asphalt at the raised intersections and crosswalks is \$222,495. The total costs associated with removing the existing brick at Magnolia and reinstalling after the grade is adjusted is estimated at \$21,000. Staff is requesting that the City Commission review these revised costs and provide concurrence that they are still willing to provide funds for this work as part of the FDOT’s S.R.-19 project. If agreed, the FDOT will move forward with finalizing the LFA so that the City’s section of their project can be completed.

**Community Input**

None required.

**Recommended Action:**

Staff is seeking City Commission’s guidance.

**Policy Implications:**

n/a

**Alternatives:**

n/a

**Budget/Staff Impact:**

Our FY23/24 budget includes funding for the installation of “smart intersection signalization” to upgrade 2 of the current intersection signals. This work is included in the scope of work that FDOT has programmed into these work packages at no cost to the City. Staff will revise the budgets in our next cycle to move the associated signalization costs into a line item to cover the stamped asphalt intersections if Commission so desires.

**Prepared By:**

Sally Mayer, Administrative Assistant

**Reviewed By:**

Rick Gierok, Director of Public Works



# 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 16, 2023  
 RE: DISCUSSION OF CHAMBER OF COMMERCE LEASE

## Introduction

Due to foundation settlement, the City-owned building at 1 West Orange Avenue occupied by the Lake Eustis Area Chamber of Commerce has for years experienced flooring issues. While the City explores solutions, representatives of the Chamber have asked for a reduction in rent as portions of the building have limited use.

## Recommended Action

Staff is seeking consensus on the requested reduction in rent.

## Background

In June 2019 the Eustis City Commission approved Resolution Number 19-50 authorizing the City Manager to execute a commercial lease with the Lake Eustis Area Chamber of Commerce for the building located at 1 West Orange Avenue in Eustis. That lease establishes monthly rent at \$800 per month and is for a five-year term with three five-year extensions.

Due to foundation settlement, flooring in the building has been an issue over the years. Public Works staff have periodically made improvements to stabilize the floor. Currently, approximately half of the building has limited use due to more flooring issues. The City is planning to have a consultant (structural engineer) examine the building and offer solutions/pricing.

In the interim, due to about half of the building having limited use, representatives of the Chamber of Commerce have requested reduction in rent from \$800 per month to \$400 per month. The building is approximately 2,436 square feet. At \$800 per month, the price per square foot for the space is approximately \$0.33 per month or \$3.94 per year. Any reduction in rent would require an amendment to the existing lease, which would have to come before the Eustis City Commission for approval.

**Community Input**

There will be an opportunity for community input when Eustis City Commission considers this item. There will also be an opportunity for additional public input if the Eustis City Commission modifies the existing lease.

**Budget / Staff Impact:**

If the Commission approves the requested reduction, that would result in \$400 per month in lost revenue, but it is difficult to determine the period of the reduction prior to a professional evaluation of the building.

**Prepared By:**

Tom Carrino, City Manager

**Attachments**

Resolution Number 19-50

Signed Lease

**RESOLUTION NO. 19-50**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH THE LAKE EUSTIS AREA CHAMBER OF COMMERCE, INC. FOR CITY-OWNED PROPERTY AT ONE WEST ORANGE AVENUE.**

**WHEREAS**, the City of Eustis, Florida owns the following described property, including a 2,278 sq. ft. building:

From the Southeast corner of Block 57, according to the official Plat of the City of Eustis, as recorded in Plat Book 1, Page 79, Public Records of Lake county, Florida, run thence South 86° 56' 30" West along the South line of said Block 57 a distance of 18.50 feet for a Point of Beginning, continue thence South 86° 56' 30" West along the South line of Block 57 a distance of 103 feet, more or less to the waters of Lake Eustis for a Point of Beginning designated as Point "A". Begin again at the Point of Beginning, run thence North 01° 57' 20" East 79.29 feet, thence North 88° 02' 40" West 45.00 feet, thence North 0° 56' 10" East 46 feet, more or less, to the waters of Lake Eustis, thence Southwesterly and Southerly along said water of Lake Eustis to the above designated Point "A" for a Point of Terminus. and

**WHEREAS**, the Lake Eustis Area Chamber of Commerce, Inc. (Chamber), a Florida non-profit corporation, has requested that the Eustis City Commission enter into a lease for the building on the subject property to continue the Chamber's business support and business development activities; and

**WHEREAS**, the City finds that it is in the public interest to support the Lake Eustis Area Chamber of Commerce and their activities to create a healthy business environment; and

**WHEREAS**, the proposed use is consistent with the City's overall development plans for the downtown and Ferran Park area in the efforts to increase lakefront activities; and

**WHEREAS**, the City has no other specified use of the property and building at this time; and

**WHEREAS**, the lease will generate gross revenue of \$9,600 annually.

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

That the City Manager is hereby authorized to execute the attached Commercial Lease Agreement with the Lake Eustis Area Chamber of Commerce, Inc. providing for a five-year lease at \$800/month.

**DONE AND RESOLVED** this both day of June, 2019, in regular session of the City Commission of the City of Eustis, Florida.

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

*Michael L. Holland*

Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

*Mary C. Montez*  
Mary C. Montez, City Clerk

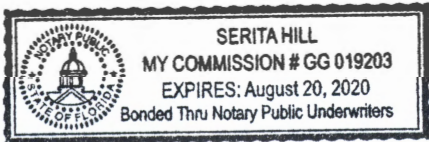


**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2019, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

*Serita Hill*  
Notary Public - State of Florida  
My Commission Expires:  
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.

*[Signature]*  
City Attorney's Office      6/6/19      Date

**CERTIFICATE OF POSTING**

The foregoing Resolution 19-50 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

*Mary C. Montez*  
Mary C. Montez, City Clerk



## Commercial Lease

**This Agreement** is made and entered into on June 6 2019, between the City of Eustis, a Florida municipality ("Landlord"), and Lake Eustis Area Chamber of Commerce, Inc. a Florida Non Profit Corporation ("Tenant"). Tenant has requested and Landlord has agreed to lease the following property and the improvements located thereon under the terms and provisions hereinafter set forth:

From the Southeast corner of Block 57, according to the official Plat of the City of Eustis, as recorded in Plat Book 1, Page 79, Public Records of Lake county, Florida, run thence South 86° 56' 30" West along the South line of said Block 57 a distance of 18.50 feet for a Point of Beginning, continue thence South 86° 56' 30" West along the South line of Block 57 a distance of 103 feet, more or less to the waters of Lake Eustis for a Point of Beginning designated as Point "A". Begin again at the Point of Beginning, run thence North 01° 57' 20" East 79.29 feet, thence North 88° 02" 40" West 45.00 feet, thence North 0° 56' 10" East 46 feet, more or less, to the waters of Lake Eustis, thence Southwesterly and Southerly along said water of Lake Eustis to the above designated Point "A" for a Point of Terminus.

Address: 1 West Orange Avenue, Eustis, FL 32726

The access and use of the adjoining parking lot is included in this agreement.

The above described property and the improvements located thereon are hereinafter referred to as the "leased premises".

### I. Term

**1.1 Base Term of Lease.** Landlord leases to Tenant the above premises for a term of five (5) years commencing on July 1, 2019, and terminating on midnight June 30, 2024, or sooner as provided herein.

**1.2 Lease Extensions.** Tenant at its sole discretion, shall have the option to extend the lease up to three (3) consecutive times for a term of five (5) additional years for a maximum Lease Extension term of Fifteen (15) years after the Base Term of Five (5) years. Each of the Five (5) Year Lease Extensions shall automatically be exercised Unless Tenant gives Landlord written notification no less than 180 days prior to any automatic renewal of Tenant's desire to NOT exercise its remaining option(s) to extend the Lease Term. The Tenant shall have the right to a total of three (3) five (5) year Lease extensions after the Base Lease Term.

### II. Rent

**2.1 Rent Payment.** Tenant will pay to Landlord minimum base rent for the leased premises, at City of Eustis, P.O. Drawer 68, Eustis, FL 32727-0068 or such place as Landlord may designate in writing, on the first day of each month of the lease term, plus applicable sales tax.

**2.2 Base Rent.** Tenant shall pay to Landlord rent during the term of this lease. Tenant shall pay to Landlord the Basic Rental, as hereinafter provided, in equal monthly installments of \$800.00 in advance on the first day of each full calendar month during the term of this Lease. In addition to the Basic Rental, Tenant shall pay Landlord all applicable taxes then in force, if any,

which may be imposed on rents to be received by the Landlord. All rent shall be paid in advance. The first payment shall also include any prorated Basic Rental for the period from the commencement date of this Lease to the first day of the first full calendar month in the term of this Lease. All payments due hereunder shall be made payable to Landlord at the above referenced address, unless notified otherwise in writing by Landlord.

**2.3 Late Payment Charge.** Tenant will be assessed a late payment charge equal to 5% of the monthly payment due and payable for any monthly payment received after the tenth day of the month in which the payment is due and payable, which charge becomes immediately due and payable.

**2.4 Sales Tax.** In addition to the above rent, Tenant will pay Landlord all applicable sales taxes, if any, which may be imposed on rents to be received by the Landlord.

**2.5 Proration of Rent.** If Landlord delivers possession on other than the first day of the month, Tenant will occupy the leased premises under the terms of this lease and, the pro-rata portion of the monthly rent for said month will be paid upon Landlord's delivery of possession.

### III. Repairs And Maintenance

**3.1 Repairs and Maintenance to the Exterior.** Landlord shall provide normal maintenance to the exterior of the leased premises, including, but not limited to, repairs to the exterior of the building of which the leased premises are a part, including but not limited to repairs to roof, exterior walls, foundations, floor construction, pipes and conduits leading to the leased premises from utility installations, sidewalks, parking areas and curbs. The Landlord shall pay for each repair costing a total of \$500 or more, and the Tenant shall pay for any repair costing a total of less than \$500. If Landlord is required to make any repairs by reason of Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent which shall thereafter become due and payable.

**3.2 Repairs and Maintenance to the Interior.** Landlord shall provide normal maintenance to the interior of the leased premises, including, but not limited to, repairs to the plumbing, electrical, air conditioning and lighting systems within the leased premises. Tenant shall at all times keep the leased premises and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the leased premises. The Landlord shall pay for each repair costing a total of \$500 or more, and the Tenant shall pay for any repair costing a total of less than \$500. If Landlord is required to make any repairs by reason of Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent which shall thereafter become due and payable.

Notwithstanding anything contained herein, Tenant shall not be responsible for any failure of the building structure caused by ground erosion, settlement or instability of the ground or foundation so long as such failure was not caused by a negligent act of Tenant.

### IV. Signs

**4.1** Tenant may erect and maintain a sign only upon written approval of Landlord. Landlord shall not unreasonably withhold approval for the placing of signs. Tenant shall be responsible for

obtaining and paying for all permits required for the erection of any sign. Tenant shall replace or repair all signage as necessary to maintain same in good working order. Tenant shall remove all signage at the end of the lease term and repair any damage to the premises caused by the installation and removal of the signage.

Landlord will work with Tenant to identify possible signage locations on adjacent City-owned property or right-of-way for appropriate, code-compliant signage and Landlord will not charge Tenant for use of the sign Location.

#### **V. Use Of Premises**

**5.1** The leased premises may be used by Tenant for any lawful purposes whatsoever. Further, Tenant shall not violate any applicable local, county, federal or state laws, rules, regulations, and ordinances applicable to the use and occupancy of the leased premises, or restrictions recorded in the public records, as applicable.

#### **VI. Assignment And Subletting**

**6.1** Without the prior written consent of Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the leased premises or any part thereof. The consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this lease.

This section does not prohibit room or special event rentals.

#### **VII. Alterations, Improvements and Liens**

**7.1** Tenant shall make no alterations to the building on the leased premises or the parking lot or construct any building or make other improvements on the leased premises without the prior written consent of Landlord, such consent shall not be unreasonably withheld. All alterations, changes, and improvements built, constructed or placed on the leased premises by Tenant, with the exception of movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the leased premises at the expiration or sooner termination of this lease.

**7.2** Tenant has no power to do any act or acts to make or enter into any contract that may create or be the foundation for any lien, mortgage or other encumbrance on the reversion or other estate of Landlord, or of any interest of Landlord in the leased premises or in the buildings or improvements thereon without the prior written consent of Landlord. Should Tenant cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the leased premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither Landlord nor the leased premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. Tenant shall be solely and wholly liable for the cost and responsible for all such alterations, rebuilding, replacements, changes, additions, improvements and repairs caused by Tenant, and contractors, labor and material utilized therein.

If any act or omission (or alleged act or omission) of Tenant results in any construction or

mechanic's or other lien, charge or order for the payment of money shall be filed against the leased premises or any building or improvement thereon, or against Landlord or any conditional bill of sale or chattel mortgage shall be filed for or affecting any equipment or any materials used in the construction or alteration of any such building or improvement (whether or not such lien, charge or order, condition, bill of sale or chattel mortgage is valid or enforceable as such), then Tenant shall at its own cost and expense cause the same to be canceled and discharged of record or bonded within thirty (30) days after the date of filing thereof. Any discharge, cancellation or bonding of any lien, encumbrance, charge or order for payment must be presented by Tenant in writing with the proper supporting documentation to Landlord. Failure to perform hereunder shall be deemed an event of default under this Lease.

### VIII. Utilities And Ad Valorem Taxes

**8.1 Utility Services.** Tenant shall be responsible for arranging and paying for all utility services required on the leased premises. Tenant shall post the necessary deposits to obtain utilities service.

**8.2 Ad Valorem Taxes.** Tenant represents and warrants that it is a not-for-profit Florida Corporation and has 501(c) 6 tax exempt status with the United States Internal Revenue Service. If there are any taxes, Tenant shall be responsible for and pay any and all ad valorem real property taxes and any personal property taxes assessed or levied against the leased premises and improvements located thereon and the equipment, furnishings, inventory and other tangible personal property located therein, during the entire term of this Lease.

Landlord shall furnish to Tenant all ad valorem real property tax bills received by Landlord promptly upon Landlord's receipt of same. In addition to ad valorem real and personal property taxes, Tenant shall be solely responsible for payment of all regular and special assessments imposed by the applicable owners association and shall pay all sales or other taxes that are due on any payments made, in any form, under this Lease.

In the event any governmental authority having jurisdiction shall levy any assessments against any property comprising the leased premises for public betterments or improvements, Tenant shall also pay to Landlord as additional rent the full amount of such assessment. Landlord shall have the option to take the benefit of the provisions of any statute or ordinance allowing assessments to be paid over a period of time. Nothing herein contained shall be construed to include within the term "taxes" or "assessments" any inheritance, estate, succession, transfer, gift, franchise, corporation or income taxes that is or may be imposed upon Landlord; provided, however, that if any time prior to or during the term of this Lease the methods of taxation prevailing at the date of this Lease shall be altered so that in addition to, in lieu of, or as a substitute for the whole or any part of the taxes or assessments now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on or measured by the rents received from such real estate, or (ii) a tax or license fee imposed on Landlord that is otherwise measured or based in whole or in part on the leased premises, then the same shall be included in the taxes and assessments under this section, but only in such amounts as would be payable by Landlord if the leased premises was the only property of Landlord subject to such taxes or fees.

In addition to the rent, additional rent, and any other sums or charge provided for herein, Tenant shall pay all applicable sales, use or other tax thereon or on any other sum due under this Lease.

### **IX. Entry For Inspection And Repairs**

**9.1** Landlord shall have the right to enter the leased premises at all reasonable hours to (i) make inspections, and (ii) whenever necessary, to make repairs and alterations to the leased premises.

### **X. Waste, Nuisance, Or Unlawful Use**

**10.1** Tenant agrees that it shall not commit waste on the leased premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the leased premises to be used in an unlawful manner.

### **XI. Destruction Of Premises And Eminent Domain**

**11.1** In the event the leased premises are destroyed or rendered permanently untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Tenant, or if the same are taken by eminent domain, this lease shall terminate except for the purpose of enforcing rights that may have accrued hereunder.

**11.2** Should only a part of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, the rent shall abate in the proportion which the injured part or portion of the leased premises bears to the whole leased premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

**11.3** A condemnation award shall belong exclusively to Landlord.

### **XII. Waivers**

**12.1** A waiver by Landlord of a breach of any covenant or duty of Tenant under this lease can only be done in writing.

### **XIII. FIRST RIGHT OF REFUSAL TO PURCHASE**

**13.1** If during the term of this Lease the Landlord proposes to sell the property subject to this Agreement, the Tenant shall have the right to purchase the property described herein. The sale price will be determined at the time of proposed sale by mutual agreement of the parties. Landlord shall not sell the property to anyone for less than the lowest price offered to Tenant without giving Tenant the option to the lowest price offered to any third party.

### **XIV. Notices**

**14.1** All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail and addressed as follows:

To Landlord: Ronald R. Neibert, City Manager  
 City of Eustis  
 P.O. Drawer 68  
 Eustis, FL 32727-0068

To Tenant: Lake Eustis Area Chamber of Commerce, Inc.  
Attn: President  
1 West Orange Avenue  
Eustis, FL 32726

## XV. Default

**15.1** Tenant shall have breached this lease and shall be considered in default hereunder if (i) involuntary proceedings are instituted against Tenant under any bankruptcy act, (ii) Tenant fails to pay any rent within ten (10) days from the date the rent is due, or (iii) Tenant fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days, or (iv) If any judgment, claim of lien or any attachment or execution against any of the leased premises for any amount, resulting from any action, inaction or omission on the part of Tenant, remains unpaid, unstayed, or undismissed for a period of more than thirty (30) days. Notwithstanding the foregoing, Tenant shall not be in default hereunder as long as any construction liens or other encumbrances which may be filed against the leased premises, resulting from any action, inaction or omission on the part of Tenant, are released or bonded off within 30 days of the filing of the construction lien or other encumbrance.

**15.2** Should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may time to time, without terminating this lease relet the leased premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord in their sole discretion may deem advisable with a right to make alterations and repairs to the leased premises. On each such reletting (a) Tenant shall be immediately liable to pay Landlord, in addition to any indebtedness other than rent due hereunder, the expense of such reletting and for such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the leased premises for such period on such reletting; or (b) at the option of Landlord, rents received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such reletting and of such alteration and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If Tenant has been credited with any rent to be received by such reletting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new Tenant, or if such rentals received from such reletting under option (b) hereof during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Landlord shall be construed as an election on the part of Landlord to terminate this lease unless the written notice of such intention is given to Tenant or unless the written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of a competent jurisdiction.

Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach. Should Landlord at any time terminate this lease for any breach, in addition to any other remedy they may have, they may recover from Tenant all damages they may incur by reason of such breach, including the cost of recovering the leased premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

**15.3** Notwithstanding the foregoing, In the event Tenant defaults under any terms of this lease, Landlord may elect on written notice to Tenant to accelerate all payments of monies due Landlord during the term of this lease, which payments will be immediately due and payable in full without further notice to Tenant.

**15.4** Tenant shall be responsible for and shall pay any and all attorney's fees and cost incurred by Landlord arising out of the enforcement of this lease, whether or not litigation, which includes appeals and bankruptcy, be brought, or arising from the enforcement of any rights and remedies afforded Landlord by this lease and Florida law.

**15.5** By signing this Agreement Tenant hereby agrees that upon surrender or abandonment, as defined by the Florida Statutes, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property.

#### **XVI. Entire And Binding Agreement**

**16.1** This lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors and assigns. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Tenant and Landlord and their respective successors and assigns, except as may be otherwise expressly provided in this lease.

#### **XVII. Insurance**

**17.1** Tenant shall be responsible for maintaining insurance on Tenant's contents and equipment if tenant desires insurance on Tenants content and equipment. Landlord shall insure the premises and building.

#### **XVIII. Tenant's Acceptance Of Leased Premises**

**18.1** Tenant acknowledges that Tenant has examined the leased premises, including but not limited to, the land, improvements located thereon and fixtures on or in the leased premises, and agrees to accept the same in an "AS IS" condition as of July 1st, 2019, without any further responsibilities on the part of Landlord for any construction, repairs, alterations, or additions unless otherwise specifically stated in this lease or as agreed upon by both parties.

**18.2** Tenant represents to Landlord that Tenant has made all investigations deemed necessary by Tenant and that Tenant is familiar with the leased premises and has made a complete physical inspection thereof, and has conducted such independent investigations as Tenant deems necessary or appropriate concerning the leased premises. Tenant hereby recognizes that Tenant is relying solely on its own inspection, investigation and analysis of the foregoing matters in leasing the leased premises and not relying in any way on any representations, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Landlord, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

**18.3** Landlord makes no warranty of any type, either express or implied, as to the physical condition of the leased premises, including but not limited to, the roof and other structural components and improvements. Landlord has received no notice form any governmental agency as to a currently uncorrected building or safety code violation.

### **XIX. Time Of The Essence**

**19.1** Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

### **XX. Subordination Of Lease**

**20.1** Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of all such mortgages as may be desired by the mortgagee.

### **XXI. Radon Gas Disclosure**

**21.1** Radon Gas. Radon Gas is a naturally occurring radio active gas, that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

### **XXII. Severability**

**22.1** In the event any section of this lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.

### **XXIII. Hold Harmless And Indemnification**

**23.1** Tenant shall indemnify and hold harmless Landlord from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, including but not limited to Tenant connected with either (i) Tenant's use, operation or condition hereafter of the leased premises, (ii) the failure of Tenant to perform any of the terms or conditions of this lease, (iii) any injury or damage occurring on or about the leased premises, (iv) failure to comply with any law, rule or regulation of any governmental authority, (v) any construction lien or security interest filed against the leased premises, or (vi) any negligent or willful act or omission by Tenant, or any of its agents, contractors, servants, employees, licensees, customers, guest or invitee, or (vii) injury to or death of any person (including without limitation, the public) or loss or damage to any property. This will be as to the extent of the insurance.

### **XXIV. Recording**

**24.1** This lease shall not be recorded in any public records. Should Tenant record this lease in the public records of the county in which the leased premises is located, such action will be deemed a default under this lease.

### **XXV. Environmental Impact**

**25.1** Tenant will not cause or permit any "Hazardous Substance" (as defined in 42 U.S.C.A. Section 9601 (14) (supp. 1990) (as amended)) to be used, stored, or generated on the leased premises, except for Hazardous Substances of types and quantities customarily used or found in such business lawfully conducted on the leased premises.



Tenant will not cause or permit the Release (as defined in 42 U.S.C.A. Section 601(22), as amended), of any Hazardous Substance, contaminant, pollutant, or petroleum in, on, or under the leased premises or into any ditch, conduit, stream, storm, sewer, or sanitary sewer connected thereto or located thereon the leased premises.

Tenant will full and timely comply with all applicable federal, state and local statutes and regulations relating to protection of the environment, including, without limitation, 42 U.S.C.A. Sections 6991-6991i, as amended.

Tenant will indemnify and hold harmless Landlord from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation costs arising from contamination of the leased premises or release of any Hazardous Substance, pollutant, contaminant or petroleum in, on, or under leased premises which are caused by or as result of the use of the leased premises by Tenant. Tenant will indemnify and hold Landlord harmless from and against any and all loss of rentals or decrease in property values arising from Tenant's breach of this provision, provided that no liability will arise under this sentence if Tenant completes any required cleanup, removal, and remedial action after termination of this lease. The terms of this section and the obligation of the parties hereunder will survive the expiration and termination of this lease.

## **XXVI. Miscellaneous**

**26.1** Submission of this lease to Tenant does not constitute an offer, and this lease becomes effective only upon execution and delivery of the lease by both Landlord and Tenant and until such time as any deposit and advance rent paid by Tenant to Landlord in connection with this lease has been cleared by Tenant's bank.

**26.2** Governmental penalties, fines or damages imposed on any portion of the leased premises as a result of the activities of Tenant, its employees, agents or invitees shall be paid by Tenant within three (3) days of the earlier of the governmental notice to Tenant or Landlord's notice to Tenant. If Tenant fails to pay as required in this section, in addition to all other remedies provided by this Lease, Landlord may pay the sums owed or challenge such administratively or judicially, and Tenant shall pay all sums owed and all of Landlord's costs plus a five percent (5%) administrative fee to Landlord upon demand, as additional rent;

**26.3** Landlord makes no express or implied representations, covenants, promises, or warranties that the leased premises are suitable for Tenants proposed use or that Landlord or Tenant will be able to obtain applicable municipal or local governmental approvals, variance or zoning necessary to perform any construction or conduct Tenant's business as specified herein.

**26.4** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent stipulated in the Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in the lease or by law.

**In Witness Whereof**, the parties have executed this lease as of the day and year first above written.

Landlord: CITY OF EUSTIS

By: Ronald R. Neibert  
Print Name: Ronald R. Neibert  
Position: City Manager

Tenant: Lake Eustis Area Chamber of Commerce, Inc.

By: Stephanie Carder  
Print Name: Stephanie Carder  
Position: Authorized Officer

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 10th day of June, 2019 by Ronald R. Neibert, Manager of the City of Eustis,  who is personally known to me, or \_\_\_ who produced Florida Drivers License as identification, and who did/did not take an oath



LK Huebsch  
Notary Public  
My Commission Expires: 05-17-22

State of Florida  
County of Lake

The foregoing instrument was acknowledged before me this 10th day of June, 2019 by Stephanie Carder as an authorized Officer of the Board of Directors of Lake Eustis Area Chamber of Commerce, Inc. on behalf of the corporation,  who is personally known to me, or \_\_\_ who produced Florida Drivers License as identification, and who did/did not take an oath.

LK Huebsch  
Notary Public  
My Commission Expires: 05-17-22

