



# AGENDA

## City Commission Meeting

6:00 PM – Thursday, February 20, 2025 – City Hall

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**Invocation: Moment of Silence**

**Pledge of Allegiance: Vice Mayor Gary Ashcraft**

**Call to Order**

**Acknowledge of Quorum and Proper Notice**

**1. Agenda Update**

**2. Approval of Minutes**

[2.1](#) Approval of Minutes

February 11, 2025 Special City Commission Meeting

**3. Presentations**

[3.1](#) Presentation of Check to the Eustis Community Alliance

[3.2](#) Recognition of Officer Torres completing SWAT school

[3.3](#) Eustis Police Department Officer and Employee of the Year

[3.4](#) Plaque Presentation to Steven Malmrose for donated time to complete the drone infrastructure

**4. Audience to be Heard**

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

[5.1](#) Resolution Number 25-13: Approval of Duke Energy Audit Closing Agreements

[5.2](#) Resolution Number 25-17: Approval of a Franchise Agreement Between The City of Eustis and Waste Management Inc. of Florida

[5.3](#) **FIRST READING**

Ordinance Number 25-01: Amending the Land Development Regulations Section 102-11(b) Community Meeting and Section 109.4 Use Regulations Table

**6. Future Agenda Items and Comments**

**6.1 City Commission**

**6.2 City Manager**

**6.3 City Attorney**

**6.4 Mayor**

**7. Adjournment**

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

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



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 20, 2025

RE: Approval of Minutes

February 11, 2025 Special City Commission Meeting

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**Introduction:**

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

**Recommended Action:**

Approval of the minutes as submitted.

**Prepared By:**

Mary C. Montez, Deputy City Clerk

**Reviewed By:**

Christine Halloran, City Clerk



# MINUTES

## Special City Commission Meeting

5:30 PM – Tuesday, February 11, 2025 – City Hall

**Invocation: Moment of Silence**

**Pledge of Allegiance: Commissioner Michael Holland**

**Call to Order: 5:34 p.m.**

**Acknowledge of Quorum and Proper Notice**

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

**1. Agenda Update: NONE**

**2. Approval of Minutes**

January 13, 2025 City Commission Workshop

January 16, 2025 City Commission Meeting

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

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

**3. Presentations**

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

Mayor Hawkins read the Proclamation declaring February Black History Month and recognizing the 31st Annual African American Heritage Celebration. He presented the signed proclamation to representatives of the Eustis African American Heritage Committee.

**4. Audience to be Heard**

No one came forward at that time.

**5. Consent Agenda**

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

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

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

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



## 6. Future Agenda Items and Comments

### 6.1 City Commission

Vice Mayor Ashcraft asked about a new agreement from Eustis Housing Authority with Mr. Carrino indicating he had not seen a new agreement but would check on it.

Vice Mayor Ashcraft asked if the City had reached out to Habitat for Humanity regarding the City's housing rehab program with Mr. Carrino responding they had met with them and they had asked to review some of what the City has done with program.

Commissioner Asbate suggested revisiting the allowance of chickens within the City and the fees for conditional use permits for chickens in the City of Eustis.

Mr. Carrino explained the \$800 fee is for a Conditional Use Permit and would actually be to allow an agricultural use in a residential district.

Discussion was held regarding what the Commission had previously discussed regarding chickens with Mr. Carrino indicating that no specific restrictions have been created but each application would be on a case-by-case basis. He stated he would get the current information to the Commissioners regarding where an agricultural use would be allowed.

Commissioner Lee commented on Pocket Park and the new photo opportunity with butterfly wings. She thanked Public Works and others for their work in beautifying the area. She noted the kickoff event of Running of the Georges for Georgefest. Ms. Lee commented on how they are spreading the message for America in Bloom (AIB) and cited the need for volunteers to add sculptures and flowers in Eustis and the cemetery.

Commissioner Asbate cited Chamber of Commerce events and stated 98 people walked through Downtown Eustis for the Sip and Stroll event. He noted the need for lights in Pocket Park and indicated he would be willing to contribute power from his building for lighting. He added that the Chamber has suggested adding a tour to some of their events for out-of-town visitors. He cited House Bill 215 which provides \$25,000 for businesses affected by FDOT projects. He commented on a Latin restaurant coming to the Lollygaggers building.

### 6.2 Mayor

Mayor Hawkins cited various Georgefest activities and the African American Heritage Festival.

### 6.3 City Manager

Mr. Carrino highlighted the Sign Shop employees, Lee and Alex, and their signs throughout the city as well as the creative projects. He explained the tour of ReWorld could not be scheduled prior to consideration of the Waste Management contract. He indicated he would be reaching out to Commissioners to schedule joint workshops with the Eustis Housing Authority and the Code Enforcement Board.

### 6.4 City Attorney: NONE

## 7. Adjournment: 5:58 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.*

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CHRISTINE HALLORAN, City Clerk

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WILLIE L. HAWKINS, 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 20, 2025

RE: Presentation of Check to the Eustis Community Alliance

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**Introduction:**

Presentation of Check to the Eustis Community Alliance

**Prepared By:**

Christine Halloran, City Clerk

**Reviewed By:**

Tom Carrino, City Manager



# City of Eustis

## Police Department

51 East Norton Avenue • Eustis, Florida 32726 • (352) 483-5400

Item 3.2

TO: EUSTIS CITY COMMISSION

From: Tom Carrino, City Manager

DATE: February 20, 2025

RE: Officer Torres

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**Introduction:**

Officer Torres completed SWAT school and is now a member of the Mid Florida SWAT team.

**Background:**

Special Weapons And Tactics (SWAT) school consists of 100 hours of training. Prior to going to SWAT school, Officer Torres had to pass a physical fitness assessment, was required to have 100 percent on firearms qualification, had to pass a grueling stress shoot scenario, and was required to go before an oral board.

This is an opportunity to recognize Officer Torres for his achievement.

**Prepared By:** Elena Pasek

**Reviewed by:** Tom Carrino, City Manager



# City of Eustis

## Police Department

51 East Norton Avenue • Eustis, Florida 32726 • (352) 483-5400

TO: EUSTIS CITY COMMISSION  
From: Tom Carrino, City Manager  
DATE: February 20, 2025  
RE: Officer of the Year / Employee of the Year

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**Introduction:**

Corporal Fiedler is Officer of the Year  
Jesse Tallent is Employee of the Year

**Background:**

The Eustis Police Department would like to express their appreciation by presenting plaques to Corporal Fiedler and Jesse Tallent.

**Prepared By:** Elena Pasek

**Reviewed by:** Tom Carrino, City Manager



# City of Eustis

## Police Department

51 East Norton Avenue • Eustis, Florida 32726 • (352) 483-5400

TO: EUSTIS CITY COMMISSION

From: Tom Carrino, City Manager

DATE: February 20, 2025

RE: Appreciation Plaque Presentation

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**Introduction:**

Stephen Malmrose donated his time to complete the infrastructure drone work for Eustis Police Department.

**Background:**

Presented to Steven Malmrose

**Prepared By:** Elena Pasek

**Reviewed by:** Tom Carrino, City Manager



TO: EUSTIS CITY COMMISSION  
FROM: TOM CARRINO, CITY MANAGER  
DATE: FEBRUARY 20, 2025  
RE: RESOLUTION NUMBER 25-13: APPROVAL OF DUKE ENERGY AUDIT CLOSING AGREEMENTS

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**Introduction:**

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

**Recommended Action:**

Staff recommends approval of Resolution Number 25-13.

**Background:**

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

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

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

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

**Budget and Staff Impact:**

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

**Prepared by:**

Lori Carr, Finance Director

**Reviewed by:**

Mari Leisen, Deputy Finance Director

## RESOLUTION NUMBER 25-13

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

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

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

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

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

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

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

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

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

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

**DONE AND RESOLVED**, this 20th day of February, 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

\_\_\_\_\_  
Willie Hawkins  
Mayor/Commissioner

**ATTEST:**

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

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 20th day of February 2025, by Willie Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

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

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 25-13 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

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



## AUDIT CLOSING AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

Duke Energy Florida, LLC

City of Eustis, Florida

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# City of Eustis

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

TO: EUSTIS CITY COMMISSION  
 FROM: TOM CARRINO, CITY MANAGER  
 DATE: FEBRUARY 20, 2025  
 RE: RESOLUTION NUMBER 25-17 – APPROVAL OF A FRANCHISE AGREEMENT  
 BETWEEN THE CITY OF EUSTIS AND WASTE MANAGEMENT INC. OF FLORIDA

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## **Introduction:**

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

## **Recommended Action:**

Staff recommends approval of the Resolution.

## **Background:**

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

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

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

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

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

to the customer.

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

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

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

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

**Budget Impact:**

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

**Attachments:**

Resolution Number 25-17

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

**Prepared by:**

Tom Carrino, City Manager

**RESOLUTION NUMBER 25-17**

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

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

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

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

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

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

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

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

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

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

**DONE AND RESOLVED**, this 20th day of February 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

\_\_\_\_\_  
Willie Hawkins  
Mayor/Commissioner

**ATTEST:**

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

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 20<sup>th</sup> day of February 2025, by Willie Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

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

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 25-17 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

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

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

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

**RECITALS**

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

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

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

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

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

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

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

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

**SECTION 1  
DEFINITIONS**

For purposes of this Agreement, the definitions contained herein shall apply unless otherwise specifically stated. If a word or phrase is not defined in this section, the definition of such word or phrase as contained in the City Code, shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

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

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

**Bags.** Non-dissolvable plastic trash bags.

**Bed and Breakfast.** A property designated by the City as a Bed and Breakfast. The use of such property shall be classified for collection and fee the same as such property is classified by the City for water and sewerage purposes.

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

**Bulk Items.** Those items that may require special handling and management including but not limited to, White Goods; any materials resulting from home improvements which are properly packaged for collection; and all household goods and furniture. Bulk Items must be usual to housekeeping and must be generated by the customer at the Dwelling Unit, wherein the Bulk Item is collected. Bulk Items do not include items herein defined as Exempt Waste.

**Bundle.** A package containing Yard Trash or Rubbish only, weighing not over fifty (50) pounds and not exceeding four (4) feet in its longest dimensions or six (6) inches in diameter; tied with cord or rope, or otherwise secured, in a manner to permit lifting and carrying of the full weight thereof without spillage or neatly stacked (in the case of limbs and palm fronds) so that such Yard Trash may be easily removed without further sorting.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**County.** This term shall mean Lake County, Florida.

**Curbside Residential Recycling Collection Service.** INTENTIONALLY OMITTED.

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

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

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

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

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

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

**Hazardous Waste.** Any Solid Waste which is defined as a Hazardous Waste by the State of Florida Department of Environmental Protection in the State of Florida Administrative Code, or by any future legislative action or, by federal, state or local law.

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

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

**Recycling Container.** INTENTIONALLY OMITTED.

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

**Residential Recyclable Materials.** INTENTIONALLY OMITTED.

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

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

**Roll-off Containers.** Non-compactor Containerized Residential or Commercial Solid Waste storage and Collection equipment or device with a Capacity of ten (10) cubic yards or greater which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping.

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

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

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

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

**Special Waste.** Tires, Construction and Demolition Debris, Land Clearing Debris, Hazardous Waste, Hazardous Material or any other unusual material for which the City collects a separate disposal charge.

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

**White Goods.** Discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White goods must be generated by the customer at the On-Service Dwelling Unit wherein the White Goods are Collected.

**Rollout Cart.** A 64-gallon or 96-gallon Rollout Cart made of heavy plastic with wheels and a hinged top capable of being collected in an automated or semi-automated manner. Residential Solid Waste collection shall be accomplished with a 64-gallon or 96-gallon cart.

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

## SECTION 2 TERM OF THE AGREEMENT

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

## SECTION 3 CONTRACTOR'S FRANCHISE

**3.1 Exclusive Franchise Granted.** Contractor is granted an exclusive franchise to provide Residential and Commercial Solid Waste Collection Service within the Service Area. Roll-off Collection Service shall not be exclusive to Contractor for Construction and Demolition Debris but shall be exclusive to Contractor for garbage and other waste materials not deemed to be Construction and Demolition Debris. Exempt Waste Collection and Commercial Recovered Material Collection services shall not be exclusive to Contractor.

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

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

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

## SECTION 4 WASTE COLLECTION SERVICE AREA

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

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

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

## SECTION 5 RESIDENTIAL COLLECTION SERVICE

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

**5.2 Frequency of Solid Waste Collection.** Residential Garbage, Rubbish and Yard Trash Collection shall be collected once per week. In the event a regularly scheduled day falls on a holiday, the Collection shall occur on the next scheduled workday.

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

**5.4 Conditions for Solid Waste Collection.** All Residential Solid Waste shall be properly containerized in Contractor provided Rollout Carts, Bundled or otherwise prepared for Collection. Should there be more Residential Garbage than can be safely contained in the Rollout Cart, customers may use additional approved containers to place the excess Residential Garbage for collection and it must be placed next to the Rollout Cart provided.

**5.5 Cart Accessibility for Solid Waste Collection.** All Residential Solid Waste shall be placed within three (3) feet of the curb, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the pickup location. For Rollout Carts, the cart shall be placed in such an orientation that the automated or semi-automated collection vehicle may access the cart and collect the waste therein in a safe and efficient manner.

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

- a. **Disabled Persons.** Notwithstanding any term or definition set forth in this Agreement, Off-Street Residential Solid Waste Collection from a Residential On-Service Dwelling Unit shall be required if all adult occupants residing therein are disabled and if a request for Off-Street Service has been made to, and approved by, the Contract Administrator in the manner required by City. The Contract Administrator shall notify Contractor in writing of any customers requiring Off-Street Service. No additional monies shall be due to Contractor for the provision of Off-Street Service to disabled customers.
- b. **Non-Disabled Persons.** Off-Street Residential Solid Waste Collection service is available to non-disabled persons, for an additional fee as provided in the Exhibits.

## SECTION 6 MULTIFAMILY CONTAINERIZED COLLECTION SERVICE

**6.1 Containerized Residential Solid Waste Collection Service.** Contractor shall provide Containerized Residential Solid Waste Collection Service to those Dwelling Units subscribed to services which utilize Containers for the accumulation and storage of Residential Solid Waste. Containers, when requested by customer, shall be provided by Contractor within forty-eight (48) hours from when the request is made (excluding Sundays and holidays).

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

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

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

**6.4 Provision of Containers for Collection Service.** Contractor shall provide Containers at the approved rates; however, customers may own their Container provided that the customer shall be completely responsible for its proper maintenance and provided that such Container is of a type that can be serviced by Contractor's equipment.

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

## SECTION 7 COMMERCIAL COLLECTION SERVICE

**7.1 Commercial Solid Waste Collection Service.** Contractor shall Collect and dispose of all Commercial Solid Waste generated by customers subscribing to Commercial Solid Waste Collection Service. It is the intent of the City that all Commercial Solid Waste generated in the Service Area be Collected by Contractor.

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

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

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

**7.5 Provision of Containers for Collection Service.** Contractor shall provide Containers at the approved rates; however, customers may own their Container provided that the customer shall be completely responsible for its proper maintenance and provided that such Container is of a type that can be serviced by Contractor's equipment. Contractor shall provide Containers requested by customers within forty-eight (48) hours of the request (excluding Saturday, Sunday and Holidays).

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

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

## SECTION 8 HOURS AND DAYS FOR COLLECTION SERVICE

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

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

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

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

## SECTION 9 HOLIDAYS

Contractor shall not be required to provide Residential or Commercial Solid Waste Collection Services or maintain office hours on Thanksgiving, Christmas, New Year's Day, Memorial Day, the 4th of July, and Labor Day. Residential Solid Waste (Garbage, Rubbish, or Yard Waste) which is scheduled for pick up, but which is not collected on the holiday shall be collected on the next scheduled workday. Collection service regularly scheduled for that workday will be serviced the following workday through the end of the week. Example: if a holiday falls on a Wednesday, regular Wednesday collection will be performed on Thursday, regular Thursday collection will be performed on Friday, and regular Friday collection will be performed on Saturday. It shall be the responsibility of Contractor to notify the City of alternative holiday collection days.

## SECTION 10 COLLECTION SERVICE SCHEDULES AND ROUTES

Contractor shall provide the Contract Administrator schedules for all Residential and Commercial Solid Waste Collection Service routes and shall always keep such information current. If any changes to the Collection route days occur, the Contract Administrator shall be immediately notified in writing. In the event of a permanent change in routes or schedules that will alter the day of pick-up, at least two (2) weeks prior to the schedule change, Contractor shall immediately notify the affected customer(s), in writing or by other manner approved by the Contract Administrator.



## SECTION 11

### RESIDENTIAL RECYCLING COLLECTION SERVICE NOT PART OF AGREEMENT

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

## SECTION 12

### RATES FOR CONTRACTOR'S SERVICES

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

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

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

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

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

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

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

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

**12.7 Residential Disposal.** The Waste collected in connection with the Residential Solid Waste Collection Service shall be brought for disposal to the Reworld Waste-To-Energy Plant. Should the Reworld Waste-To-Energy Plant become unavailable for a period of 90 days or more, Contractor shall notify the City as soon as reasonably possible. During the time Reworld Waste-To-Energy Plant is unavailable, Contractor shall transport the collected matter to its Wildwood Transfer Station at the Disposal rate currently in effect under the terms of this Agreement. During the 90-day period, the parties agree to negotiate, in good faith, the terms of this Agreement. Failure to reach an agreement 90 days from the date Contractor notified the City in writing of this occurrence, or by a date mutually agreed to, in writing, by the parties, the Agreement may be terminated by either party.

**12.8 Rate Adjustments for Changes in Law.** State Sales or Service Tax. In the event the State of Florida requires Contractor to begin paying sales or service tax on Residential or Commercial Solid Waste Collection Services, Contractor shall be allowed to pass on to the customer the tax to the extent of actual sales or service taxes paid. The City shall approve the pass on charge within sixty (60) days the Contract Administrator receives the request and all supporting information, or the date the sales or service tax is implemented, whichever is later.

**12.9 Other Costs.** Contractor may petition the City at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue. Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may request from Contractor such further information as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the City. In the event the request is approved the adjustment will be effective when such costs can reasonably be passed on to customers.

## **SECTION 13 SERVICE RATES AND CHARGES COLLECTION**

**13.1 Residential Service Charges.** The City shall be responsible for the billing of all collection and disposal fees for Residential Solid Waste Collection Services (excluding Multifamily Containerized Residential Collection Service which shall be billed by Contractor).

**13.2 Commercial and Containerized Residential Service Charges.** Contractor shall be responsible for the billing of all collection and disposal fees for all Commercial Solid Waste Collection Service and for Containerized Residential Collection Service.

**13.2.1 Level, Type and Disclosure of Rates.** Prior to providing Commercial Solid Waste Collection Services, Contractor and the customer shall agree as to the level and type of service to be provided. The rate shall be the rates prescribed by the City and as set forth in the Exhibits.

**13.3 Additional Services.** At the customer's request Contractor may provide additional services for an additional fee as outlined in the Exhibits. Arrangements for billing and collection for such additional services shall be solely between Contractor and the customer.

## SECTION 14 FRANCHISE FEE

**14.1 Franchise Fee.** A franchise fee equal to seven (7%) percent of the gross residential revenues and ten (10%) percent of gross commercial/roll off revenues collected from all customers in the Service Area shall be retained by or paid to the City monthly. The franchise fee shall be a separate line on each invoice.

**14.2 Payment Acceptance Non-Waiver.** Acceptance by the City of Contractor's payment of the franchise fee is not a waiver of the City's right to audit Contractor's records to confirm accuracy of said payment.

**14.3 Fee Collection Reporting and Error Remedy.** The City shall be entitled to quarterly reports to be delivered to the Contract Administrator by Contractor showing all necessary data to ascertain franchisee fee payment accuracy. Should underpayment be discovered within one year of the City's receipt of said quarterly report, the Contract Administrator shall notify Contractor in writing and allow Contractor a period of thirty (30) days to review the error and remit payment to the City for any outstanding amount. This period shall be known as a cure period and may be extended by the parties, in writing, if mutually agreeable. Failure to rectify the underpayment may result in Contractor being found in breach of this Agreement warranting termination and interest at the highest rate allowable by law being charged to Contractor from the date the error occurred.

## SECTION 15 PAYMENTS

No later than the fifteenth (15th) day following the month this Agreement becomes effective, and each month thereafter during the term of this Agreement, the City will prepare and deliver to Contractor and Contractor shall prepare and deliver to City a Monthly Payment Form as set forth in the Exhibits. The amount due will be payable no later than the tenth (10th) day of the following month.

## SECTION 16 CONTRACTOR SERVICES FOR THE CITY

**16.1 Community Cleanups.** Contractor agrees to perform at least four (4) community cleanups within the Service Area each calendar year. The times and locations of the community cleanup shall be selected by the Contract Administrator after coordinating with Contractor. Contractor shall provide appropriate containers during each community cleanup at no cost to the City. During the community cleanup, Contractor shall collect only Garbage, Trash, Yard Trash, and Bulk Trash. Contractor shall transport these materials for disposal at no cost to the City.

**16.2 Collection for City-Sponsored Events.** Contractor shall provide collection services at designated City facilities at no cost to the City, at least six (6) times per calendar year. The times and locations of the City events shall be selected by the Contract Administrator after coordinating with Contractor.

**16.3 Yellow Recycling Containers.** Contractor agrees to continue to provide yellow recycling containers within the City's commercial area, as designated by the City, for use by all residents wishing to drop recycling. Contractor shall dispose of the recycling at no cost to the City.

**16.4 Tire Disposal.** Contractor agrees to provide a Roll-off container to the City for used tires collected by City Public Works. As needed, Contractor will transport the Roll-off container and dispose tires at Global Tire Recycling in Wildwood Florida at no cost to the City.

## **SECTION 17 PUBLIC NOTICES AND EDUCATIONAL SERVICES**

Contractor shall provide public notices and educational services to help inform the public about the City's Solid Waste Management system. Contractor shall work closely with the City when preparing the notices, educational materials, and promotional information being sent to customers in the Service Area. The design and content of the notices, educational materials, and promotional information shall be subject to the City's approval. Contractor shall be responsible for all expenses associated with the notices, educational materials, and promotional information required herein.

## **SECTION 18 SPILLAGE AND LITTER**

Contractor shall not litter premises in the process of making Collections but shall not be required to Collect any Residential Solid Waste, or Commercial Solid Waste that have not been either placed or prepared in any manner as set forth herein. Contractor shall transport all Residential Solid Waste or Commercial Solid Waste in such a manner as to prevent the spilling or blowing from Contractor's vehicle. Contractor shall promptly clean up all spillage it causes.

## **SECTION 19 CONTRACTOR'S PERSONNEL**

Contractor shall assign qualified persons to be in charge of the operations within the Service Area and shall provide the names of those persons in writing to the Contract Administrator. Contractor shall employ and assign qualified personnel to perform all services set forth herein. Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The City may request the transfer of any employee of Contractor who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties. Each driver of a Collection vehicle shall at all times carry a valid Florida commercial driver's license and all other required licenses for the type of vehicle that is being operated.

## **SECTION 20 COLLECTION EQUIPMENT**

Contractor shall always have on hand, in good working order, Solid Waste Collection equipment as shall permit Contractor to adequately and efficiently perform the duties specified in this Agreement. Solid Waste Collection equipment shall be of the enclosed, loader-packer type. All equipment shall always be kept in good repair and appearance and in a sanitary, clean condition. Contractor shall always have available to it reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by Contractor to perform the contractual duties. Contractor's name, office telephone number and other identifying symbols as may be prescribed by the City shall be properly displayed on all collection vehicles.

## SECTION 21 EXEMPT WASTE

Contractor shall not be required to collect and dispose of Exempt Waste but may offer such services. Collection and disposal of Exempt Waste is not required under this Agreement, but if provided by Contractor, it shall be in strict compliance with all federal, state and local laws and regulations.

## SECTION 22 OFFICE

Contractor shall maintain an office where complaints can be received, and which provides toll-free telephone access for customers living in Lake County. Such office shall be equipped with sufficient telephones and shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m. on those days that Contractor provides Residential Solid Waste Collection Services. Contractor shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed. Contractor shall provide the Contract Administrator with an emergency phone number where it can be reached at all times.

## SECTION 23 SERVICE INQUIRIES AND COMPLAINTS

**23.1 Customers Billed by the City.** All customers billed directly by the City for Solid Waste Collection shall contact the City's Utility Department Customer Service for all service-related inquiries and complaints.

**23.2 Customers Billed by Contractor.** All customers billed directly by Contractor for Solid Waste Collection and additional services shall contact Contractor for all service-related inquiries and complaints. Contractor shall provide written notice in a format approved by City to all customers, served by Contractor, about complaint procedures, rules and regulations including office hours, telephone number and mailing address.

**23.3 Contractor Complaint Handling.** Contractor shall handle all service complaints in a prompt and efficient manner. Complaints received before 12:00 p.m. (noon) of a working day shall be addressed and resolution attempted that day; complaints received after 12:00 p.m. shall be addressed and resolution attempted no later than the next working day. When the next working day is a Sunday, the complaint shall be addressed and resolution attempted on Monday. When the next working day is a holiday, the complaint shall be addressed and resolution attempted on the next working day. In the case of a dispute between a Contractor and a customer, the matter will be reviewed and a decision made by the Contract Administrator.

**23.4 Contractor Complaint Records Retention.** Contractor will maintain a written record of all inquiries and complaints in a manner prescribed by the City. The following information will be provided for each inquiry or complaint: Date; time of call; person calling; address of person calling; telephone number of person calling; reason for inquiry or complaint; and action taken by Contractor. Contractor will, by the tenth (10th) day of each month, file with the Contract Administrator a copy of the completed forms for all inquiries and complaints received by Contractor during the preceding month.

**23.5 Contract Complaint Reporting.** Contractor shall provide the Contract Administrator with a report on the disposition of any unresolved complaint involving a claim of damage to private or public property as a result of the actions of Contractor's employees, agents or subcontractors.

**23.6 Immediate Notification of Certain Complaints.** Contractor shall immediately notify the Contract Administrator if Contractor receives a complaint involving a claim of personal injury, death, or property damage resulting from Contractor's actions in the City. Contractor shall provide the Contract Administrator with a written report about any such matters within three (3) calendar days after Contractor receives the complaint.

## **SECTION 24 QUALITY OF PERFORMANCE OF CONTRACTOR**

It is the intent of the City to ensure that Contractor provides quality Collection services. To this end, all complaints shall be promptly resolved pursuant to the provisions of this Agreement. In the event legitimate complaints, as determined by the Contract Administrator, exceed two (2%) percent of Contractor's total customers within its Residential Service Area during any applicable fiscal year, or one-half of one percent (.5%) of Contractor's total customers within its Residential Service Area during any one calendar month, the Contract Administrator may levy administrative charges of \$100.00 per incident for those actions related to service as listed below. There shall be \$25.00 per occurrence per day administrative charge assessed against Contractor for failure to appropriately respond to a failure to pick up allegation within twenty-four (24) hours of verbal notification by the City or the consumer of the failure to pick up.

1. Failure to clean up spillage caused by Contractor.
2. Failure to replace damaged Containers in the required time-period (forty-eight (48) hours except for Sundays or holidays).
3. Failure to replace Containers in designated location, crossing planted areas, or similar violations.
4. Failure to repair damage to customer property.

The Contract Administrator may also levy administrative charges for all other infractions of this Agreement in an amount of \$100.00 per day per incident without regard to the percentage of customer complaints including:

1. Failure to maintain equipment in a clean, safe and sanitary manner.
2. Failure to have vehicle operators properly licensed.
3. Failure to maintain office hours as required by this Agreement.
4. Failure to maintain and/or submit to the City all documents and reports required under the provisions of this Agreement.
5. Failure to properly cover materials in Collection vehicles.
6. Failure to display Contractor's name and phone number on Collection vehicles.
7. Failure to comply with the hours of operation as required by this Agreement.

The administrative charge for failure or neglect to complete each route on the regular scheduled pick-up day shall be \$1,000.00 per route for each day the route is not completed. The administrative charge may be waived at the sole discretion of the Contract Administrator in

the event of unusual or extraordinary circumstances. Changing route days without proper notification will result in an administrative charge of \$1,000.00 per incident.

Failure to deliver any Residential or Commercial Solid Waste to the Designated Facility will result in the following administrative charges:

- First Offense - \$1,000.00 administrative charge.
- Second Offense - \$2,500.00 administrative charge.
- Third Offense – termination of Agreement.

For the purpose of this section, the Contract Administrator may deduct any administrative charges from payments due or to become due to Contractor. The Contract Administrator may assess administrative charges, pursuant to this Section, on a monthly basis in connection with this Agreement and shall, at the end of each month during the term of this Agreement, notify Contractor in writing of the administrative charges assessed and the basis for each assessment. Contractor shall pay the assessment within thirty (30) days of the date of the notice. In the event Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing that the Contract Administrator request a hearing date before the City Commission to present its defense to such assessment. The administrative charge shall be abated during the contest period. In the event the charge is upheld, the City Commission may apply the administrative charge retroactively from the date it became effective for each day the incident continued unresolved. The City Commission shall notify Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City Commission shall be the final administrative action.

## **SECTION 25**

### **FILING OF REQUESTED INFORMATION AND DOCUMENTS**

**25.1** In addition to any other requirements of this Agreement, Contractor shall be required to file statistical and other pertinent information pertaining to Residential and Commercial Solid Waste Collection Services as may be requested by the City to comply with the provisions of Section 403, Florida Statutes, as amended, other pertinent rules, laws and regulations and any interlocal agreements the City has or may enter into during the term of this Agreement.

**25.2** Contractor shall file and keep current with the City all documents and reports required by this Agreement. Prior to September 1 of each year this Agreement is in effect, Contractor, based on a list provided by the City, shall ensure and certify to the City that all required documents such as, but not limited to, certificates of insurance, performance bond, route schedules and maps, driver's license certifications, and lists of Collection equipment vehicles are current and on file with the City.

**25.3** The assessment or payment of any administrative charges imposed upon Contractor by virtue of this entire section shall not constitute a defense to Contractor nor an election of remedies by the City or an estoppel against the City nor prevent the City from testing this Agreement.

**25.4** The election of the City to refrain from assessing administrative charges, suspending or terminating this Agreement, or seeking any other relief for any Contractor failure shall not constitute a waiver on the part of the City of its right to pursue a remedy for future failure to perform by Contractor.

**SECTION 26  
PUBLIC RECORDS RETENTION**

To the extent doing so will not violate any federal law relating to confidentiality of records, Contractor shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes by:

- a. Keeping and maintaining all public records required by the City to perform the service.
- b. Providing to the City, upon request from the City's Custodian of Records, a copy of any requested records or allowing such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensuring all public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, are not disclosed except as otherwise authorized by law for the duration of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the City.
- d. Upon completion of the Agreement, either (1) transferring to the City, at no cost to the City, all public records in Contractor's possession and destroying any duplicate copies of public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, or (2) continuing to keep and maintain all public records required by the City to perform the service in accordance with all applicable requirements for retaining public records. All records stored electronically by Contractor must be provided to the City in a format that is compatible with the City's information technology systems.

Notwithstanding anything contained herein to the contrary, failure to comply with the above provisions shall constitute a default and material breach of the Agreement by Contractor and shall give the City the option, but not the obligation, to immediately terminate the Agreement without penalty.

**CONTRACTOR SHALL DIRECT ALL QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT TO THE CITY'S CUSTODIAN OF RECORDS AT (352) 483-5430 OR [CITYCLERK@EUSTIS.ORG](mailto:CITYCLERK@EUSTIS.ORG) OR 10 N. GROVE ST., EUSTIS, FL 32726.**



## **SECTION 27 EMERGENCY SERVICE PROVISIONS**

In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator may grant Contractor a variance from regular routes and schedules. As soon as practicable after such an event, Contractor shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. Contractor shall receive additional compensation, above the normal compensation as stated in the Exhibits to this Agreement for such an occurrence, provided Contractor has first secured written authorization and approval from the City.

## **SECTION 28 PERMITS AND LICENSES**

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

## **SECTION 29 PERFORMANCE BOND**

Prior to commencing service under this Agreement, Contractor shall furnish to the City, and keep current, an irrevocable letter of credit or a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of \$2,000,000.00 in a form acceptable to the City Attorney. The Performance Bond shall be executed by a surety company licensed to do business in the State of Florida; having an "A-" or better rating by A.M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States.

## **SECTION 30 INSURANCE**

Contractor shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance as will assure to City the protection contained in this Agreement, including Indemnification, undertaken by Contractor. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall provide the following:

**A. Workers Compensation and Employers Liability Insurance.** Workers' Compensation and Employers Liability Insurance to apply for all employees in compliance with federal and state law. In addition, the policies shall include a limit of Three Million Dollars (\$3,000,000.00) per accident and per employee for disease.

**B. General Liability Insurance.** General Liability Insurance with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, \$6,000,000.00 aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the General Liability Policy, without restrictive

endorsements, as filed by the Insurance Services Offices and must include:

1. Premises and/or Operations.
2. Independent Contractors.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage applicable to this specific Agreement, including the indemnification section.
5. Personal Injury Coverage.
6. Product and Completed Operations.
7. Bodily injury and property damage liability for promises, operations, products, and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground explosions.
8. Include City and the City Commission as "Additional Insureds" with respect to liability arising out of operations performed for City by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

**C. Business Automobile Liability Insurance.** Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the insurance Services Office and must:

1. Cover all owned, non-owned and hired vehicles used by Contractor.
2. Include City and the City Commission as "Additional Insureds" with respect to liability arising out of operations performed for City by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

**D. Subcontractor's Insurance.** Adequate insurance for all subcontractors shall be Contractor's responsibility. Contractor shall ensure that subcontractors are properly insured to meet the above requirements before subcontractors are permitted to commence work pursuant to this Agreement.

**E. Certificate of Insurance.** Contractor shall provide to City a Certificate of Insurance required by this Section. All endorsements and certificates shall state that City shall be given thirty (30) days written notice prior to expiration or cancellation of the policy.

## **SECTION 31 INDEMNITY**

**31.1** The City has provided certain concessions and otherwise given good and valuable consideration, the sufficiency of which is acknowledged by Contractor, and for said consideration, Contractor agrees as follows:

- a. Contractor shall indemnify and save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission negligent act of Contractor, its agents, servants or employees in the performance of services under this Agreement. The City reserves the right

to retain counsel of its own choice at its own expense, or, in the alternative, to approve counsel obtained by Contractor.

- b. Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatever kind or nature arising out of any conduct or misconduct of Contractor not included in this Agreement and for which the City, its agent, servants or employees are alleged to be liable.
- c. This indemnification shall also include any claim or liability arising from, or in any way related to, actual or threatened damage to the environment, City costs of investigation, personal injury or death, or damage to property, due to a release or improper handling by Contractor of Hazardous Waste, Biohazardous Waste, Biological Waste, Infectious Waste or Sludge.
- d. The execution of this Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth in this Agreement.
- e. Contractor further agrees to indemnify, save harmless and defend City, its agents, servants and employees from and against any claim, demand or cause of action brought by any of Contractor's employees, agents or servants for job related injuries alleged to be caused by error, omission or negligent act.
- f. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Notwithstanding the foregoing indemnifications, Contractor shall not be responsible for the negligent acts or omissions attributable to City. However, nothing in this Agreement shall be construed as the City waiving its sovereign immunity pursuant to Section 768.28, et seq., Florida Statutes, or any other sovereign or governmental immunity. This section shall survive the termination of this Agreement.

**31.2** Contractor shall require all subcontractors who are engaged to perform Residential or Commercial Solid Waste Collection Services to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor fully indemnifies the City in accordance with this Agreement. However, Contractor shall remain liable to the City should the subcontractor fail to comply with this provision and/or should the City determine, at its sole discretion, the subcontractor's indemnity is inadequate or insufficient.

## **SECTION 32 BOOKS AND RECORDS**

**32.1** Contractor shall keep records which are adequate to meet all requirements as set forth herein. Such records shall relate only to this Agreement and shall be kept separate and apart from all other records maintained by Contractor.

**32.2** The City or its designee shall have the right to review all records maintained by Contractor, related to this Agreement, on three (3) days written notice. Financial schedules as specified by the City pertaining only to this specific Agreement and Service Area, shall be delivered to the City no later than September 1 of each year during the term of this Agreement.

**32.3** Contractor will provide monthly reports to the City reflecting the number of residential tons delivered to the Reworld Waste-To-Energy Plant.

### **SECTION 33 POINT OF CONTACT**

The day-to-day dealings between Contractor and the City shall be between Contractor and the Contract Administrator. Contractor shall designate in writing an employee to handle the day-to-day contact with City.

### **SECTION 34 NOTICE**

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by messenger or courier service, or mailed by registered or certified mail, return receipt requested, and addressed to:

**If to the City**

City Manager  
City of Eustis  
10 N. Grove Street  
Eustis, FL 32727-0068

**If to Contractor**

Waste Management Inc. of Florida  
1800 North Military Trail, Suite 201  
Boca Raton, FL 33431

Or to such other address as any party may designate by written notice complying with the terms of this Section. Each such notice shall be deemed delivered, if by personal delivery via messenger or courier service, on the date delivered or, if mailed, on the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as undeliverable.

### **SECTION 35 AGREEMENT DEFAULT**

**35.1** Except as otherwise provided below or where termination is provided for elsewhere in this Agreement, the City may cancel this Agreement by giving Contractor thirty (30) days advance written notice, to be served as provided in Section 34, upon the happening of any one of the following events:

- a. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy court, or a petition or answer for an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

- b. By order or decree of a court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any law or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
- c. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
- d. Contractor has defaulted by failing or refusing to pay in a timely manner the administrative charges or other monies due the City and said default is not cured within sixty (60) days of receipt of written notice by City to do so; or
- e. Contractor has defaulted by allowing any final judgment for the payment of money to stand against him unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by City to do so; or
- f. In the event the monies due the City under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, Contractor shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the City Attorney; or
- g. Contractor has defaulted, by failing or refusing to perform or observe the material terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the City pursuant thereto or has wrongfully failed or refused to comply with the lawful instructions of the Contract Administrator relative thereto and said default is not cured within thirty(30) days of receipt of written notice by the City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from the City to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof, with Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time. No notice to cure a default will be required if Contractor fails to perform under above subsections a, b or c. However, notwithstanding anything contained herein to the contrary, for the failure of Contractor to provide Collection services for a period of three (3) consecutive scheduled working days (excluding Force Majeure circumstances), the City may secure Contractor's billing records on the fourth (4th) working day in order to provide interim Collection services until such time as the matter is resolved and Contractor is again able to perform pursuant to this Agreement; provided, however, if Contractor is unable for any reason or

cause to resume performance at the end of fifteen (15) working days all liability of the City under this Agreement to Contractor shall cease and this Agreement may be deemed terminated by the City.

**35.2** In the event of the aforesaid events specified in the above subsection and except as otherwise provided in said subsection, termination shall be effective upon the date specified in the City's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the City under this Agreement to Contractor shall cease, and the City shall have the right to call the performance bond or collect on the full amount of the irrevocable letter of credit and shall be free to negotiate with other Contractors for the operation of the herein specified services. For failure to perform Contractor shall reimburse the City all direct and indirect costs of providing interim Solid Waste and recycling collection services.

**35.3** Contractor recognizes that the failure on its part to comply with the terms of this Agreement is likely to cause irreparable damage to the City and damages at law would be an inadequate remedy. Therefore, Contractor agrees that in the event of a breach or threatened breach of any of the terms of the Agreement by Contractor, the City shall be entitled to an injunction restraining such breach or to a decree of specific performance, or both without showing or proving any actual damage, together with recovery of reasonable attorney's fees and costs incurred in obtaining said equitable relief until such time as a final and binding determination is made by the court. The foregoing equitable remedy shall be in addition to, and not in lieu of, all remedies or rights which the City may otherwise have by virtue of any breach of this Agreement by Contractor.

**35.4** The City shall be entitled to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement. The City shall also be able to seek injunctive relief to prohibit any act or omission by Contractor or its employees that constitutes a violation of any applicable law, is dishonest or misleading. Contractor expressly consents and agrees that the City may, in addition to any other available remedies, obtain an injunction to terminate or prevent the continuance of any existing default or violation, or to prevent the occurrence of any threatened default by Contractor of this Agreement.

### **SECTION 36 AGREEMENT MODIFICATIONS DUE TO PUBLIC WELFARE, CHANGE IN LAW OR CHANGE IN ORDINANCES OR REGULATIONS**

**36.1** The City shall have the power to make changes in this Agreement as the result of changes in law or of the City or County Code to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing Residential and Commercial Solid Waste Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The City shall give Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Residential Solid Waste Collection Services and Commercial Solid Waste Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of Contractor.

**36.2** The City and Contractor understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Contractor agrees that the terms and provisions of the City Code, as now exists or as may be amended in the future, shall apply to all the provisions of this Agreement and the customers of Contractor located within the Service Area. In the event any future change in the City Code materially alters Contractor's obligations, then Contractor shall be entitled to an adjustment in the Collection charges established under this Agreement and the City shall not unreasonably withhold such compensation. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of public welfare or due to change in law. When such modifications are made to this Agreement, the City and Contractor shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of Contractor due to any modification in the Agreement under this Section. Failure to reach an agreement under this Section shall allow either party, upon sixty (60) days' written notice to terminate service under this Agreement.

### **SECTION 37 INDEPENDENCE OF AGREEMENT**

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting Contractor as an agent, representative or employee of the City for any purpose whatsoever. Contractor is to be, and shall remain, an independent Contractor with respect to all services performed under this Agreement. Contractor shall be solely responsible for the acts and omissions of its officers, agent, employees, permitted Contractors and permitted subcontractors.

### **SECTION 38 EMPLOYEE STATUS**

Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

### **SECTION 39 EQUAL OPPORTUNITY EMPLOYMENT**

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoffs or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

## **SECTION 40 FORCE MAJEURE**

**40.1** Either party shall be excused from performance (except for each party's payment obligations hereunder) when its non-performance was caused directly or indirectly by an Event of Force Majeure. The affected party shall give to the other party prompt written notice of the Force Majeure reasonable full particulars concerning it. Thereupon the obligations of the party giving the notice so far as they are affected by the Force Majeure shall be suspended during, but no longer than the continuance of, the Event of Force Majeure and for a reasonable time thereafter required to remedy the physical damage and/or return to normal operations.

**40.2** Any party excused from performing any obligation under this Agreement pursuant to this Section shall promptly, diligently and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the Agreement.

**40.3** The party whose performance is excused due to the occurrence of an Event of Force Majeure shall, during such period, keep the other party duly notified of all such obligations under this Agreement.

**40.4** No Event of Force Majeure shall excuse either party from its payment obligations hereunder and the City shall not be liable for any loss by Contractor due to an Event of Force Majeure.

## **SECTION 41 RIGHT TO REQUIRE PERFORMANCE**

The failure of the City at any time to require performance by Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same; nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

## **SECTION 42 LAWS TO GOVERN**

This Agreement shall be governed by the laws of the State of Florida and the City both as to interpretation and performance. The parties agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the State of Florida Fifth Judicial Circuit Court located in Lake County.

## **SECTION 43 COMPLIANCE WITH LAWS**

Contractor, its officers, agents, employees, and permitted subcontractors shall comply with all federal, state and local laws, ordinances, rules, and regulations.

## **SECTION 44 SEVERABILITY**

If any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.



**SECTION 45  
TITLE TO WASTE**

Contractor shall have title to all Residential and Commercial Solid Waste Collection from Collection until delivery to the Designated Disposal Facility.

**SECTION 46  
ASSIGNMENT OR SUBCONTRACT**

No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or in part by Contractor without the express written consent of the City Commission. Assignment shall include any transfer of twenty percent (20%) of stock or control in Contractor unless said transfer of stock or control is in a publicly held company. The City Commission shall have full discretion to approve or deny, with or without cause, any subcontract, any proposed assignment or assignments by Contractor. However, approval shall not be unreasonably withheld. Any assignment or subcontract of this Agreement made by Contractor without the express written consent of the City Commission shall be null and void and shall be grounds for the City to declare a default of this Agreement and immediately terminate this Agreement by giving Contractor written notice. Upon the date of such notice this Agreement shall be deemed terminated and upon such termination all obligations of the City under this Agreement to Contractor shall cease. The City shall be free to negotiate with other Contractors or any other person or company for the service which is the subject of this Agreement. When an assignment is approved by the City, the assignee shall fully assume all the terms, obligations, covenants and promises of Contractor provided for herein and shall so indicate in writing prior to the request for approval.

**SECTION 47  
MODIFICATION**

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 48  
LOCAL IMPROVEMENTS**

The City reserves the right to construct any roadway improvement or to permit construction in any street, road or alley, which may have the effect of preventing Contractor from traveling its accustomed route or routes for Solid Waste Collection. The City shall communicate anticipated roadway improvements/closures to Contractor as promptly as possible. The Contract Administrator and Contractor shall work together to aid Contractor's continuation of Solid Waste Collection Services through an acceptable, passable, route to the same extent as though no interference existed upon the streets, roads or alleys formerly traversed. This shall be done without extra cost to the City.

**SECTION 49  
REMEDIES CUMULATIVE**

Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of the City in the event Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire such certainty with regard to such matters.

**SECTION 50  
NO CONTINGENT FEE**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee or agent working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee or agent working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach of violation of this provision, City shall have the right to terminate the Agreement without liability, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 51  
ENTIRE AGREEMENT**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**SECTION 52  
LEGAL REPRESENTATION**

It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that the Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

**SECTION 53  
EFFECTIVE DATE**

This Agreement shall become effective on March 1, 2025.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF EUSTIS through its City Commission, signing by and through its Vice-Mayor, authorized to execute the same by Commission action on the \_\_\_\_ day of February, 2025 and duly authorized to execute same.

CORPORATE SEAL

ATTEST:

CITY OF EUSTIS, FLORIDA

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

\_\_\_\_\_  
Willie Hawkins, Mayor/Commissioner

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

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

CONTRACTOR:  
WASTE MANAGEMENT INC.  
OF FLORIDA

\_\_\_\_\_  
By: David M. Myhan  
Title: President

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Solid & Yard Waste Collection	\$ 13.13
Recycling Collection-currently not applicable	\$ -
Hauling Subtotal	<u>\$ 13.13</u>
Disposal Fee	\$ 6.85
Franchise Fee (7%)	\$ 1.40
Billing Charge	\$ 0.42
Total Monthly Charge	<u><u>\$ 21.80</u></u>

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

**Additional Charges Effective March 1, 2025**

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

**Exhibit 2**  
**City of Eustis**  
**Containerized Residential Solid Waste Collection Rates**  
**To be Billed by the Provider**

*Effective Date March 1, 2025*

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

**Exhibit 3**  
**City of Eustis**  
**Containerized Commercial Solid Waste Collection Rates**  
**To Be Billed by the Provider**

*Effective Date March 1, 2025*

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

**Exhibit 4**  
**City of Eustis**  
**CAN Commercial Solid Waste Collection Rates**  
**Some Commercial Units Can not Accommodate a Dumpster**  
**To Be Billed by the Provider**  
*Effective Date March 1, 2025*

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

**Exhibit 5**  
**City of Eustis**  
**Additional Containerized Commercial Solid Waste Collection Rates**  
**To Be Billed by the Provider**

*Effective Date: March 1, 2025*

**Commercial Container Extra Pick- Up Rates**  
**To Be Billed by the Provider**

<u>Container Size</u>	<u>Charge</u>	<u>Franchise Fee</u>	<u>Total</u>
2 Cubic Yards	\$ 58.03	\$ 5.80	\$ 63.83
3 Cubic Yards	\$ 82.96	\$ 8.30	\$ 91.26
4 Cubic Yards	\$ 110.55	\$ 11.06	\$ 121.61
6 Cubic Yards	\$ 165.84	\$ 16.58	\$ 182.42
8 Cubic Yards	\$ 221.10	\$ 22.11	\$ 243.21
10 Cubic Yards	\$ 276.35	\$ 27.64	\$ 303.99

**Additional Charges**

Container Roll Out Charge	\$ 45.24	Per Weekly Collection
Container Deliver Charge	\$ 63.21	Per Container
Container Swap Charge	\$ 63.21	Per Container
Special Collection Charge	\$ 27.81	Per Yard (2 Yard Minimum)



**Exhibit 6**  
**City of Eustis**  
**Open Top Roll-Off and Compactor Rate Schedule**  
**To Be Billed by the Provider**

*Effective Date: February 1, 2025*

Container Delivery Charge

Container Size	10 Yards	20 Yards	30 Yards	40 Yards
Charge	\$ 146.56	\$ 146.56	\$ 146.56	\$ 146.56
Franchise Fee (10%)	\$ 14.66	\$ 14.66	\$ 14.66	\$ 14.66
<b>Total</b>	<b>\$ 161.22</b>	<b>\$ 161.22</b>	<b>\$ 161.22</b>	<b>\$ 161.22</b>

Container Rental

Container Size	10 Yards	20 Yards	30 Yards	40 Yards
Charge	\$ 146.56	\$ 175.88	\$ 205.19	\$ 234.49
Franchise Fee (10%)	\$ 14.66	\$ 17.59	\$ 20.52	\$ 23.45
<b>Total</b>	<b>\$ 161.22</b>	<b>\$ 193.47</b>	<b>\$ 225.71</b>	<b>\$ 257.94</b>

Container Hauling Charge

Container Size	10 Yards	20 Yards	30 Yards	40 Yards
Hauling Charge ***	\$ 351.73	\$ 381.06	\$ 432.29	\$ 468.99
Franchise Fee (10%)	\$ 35.17	\$ 38.11	\$ 43.23	\$ 46.90
<b>Total</b>	<b>\$ 386.90</b>	<b>\$ 419.17</b>	<b>\$ 475.52</b>	<b>\$ 515.89</b>

\*\*\*Container Haul charges do not include disposal. Customer will be charged actual disposal cost plus 10% franchise fee.

Additional Charges

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



# City of Eustis

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

TO: EUSTIS CITY COMMISSION  
 FROM: TOM CARRINO, CITY MANAGER  
 DATE: FEBRUARY 20, 2025  
 RE: ORDINANCE NUMBER 25-01: AMENDMENT TO CHAPTERS 102 and 109 OF THE LAND DEVELOPMENT REGULATIONS

## **Introduction:**

After conducting a workshop related to the Land Development Regulations with the consultant, Kimley-Horn in November, 2024, the City Commission instructed the Planning staff to bring back proposed language to assist it with regulating and controlling locations for self-service storage facilities. Additionally, the City Commission also expressed a desire to require a pre-application community meeting for certain development projects. Ordinance Number 25-01 amends the Land Development Regulations, Chapter 102, Section 102-11 (b) Community Meeting and Chapter 109, Section 109-4 Use Regulations Table to provide for consistency with the Comprehensive Plan, and clarify the City Commission's legislative intent.

## **Recommended Action:**

The administration recommends approval of Ordinance Number 25-01.

## **Background:**

Periodic revisions and updates to the Land Development Regulations provide for consistency with the Comprehensive Plan, and clarify the City Commission's legislative intent.

## **Chapter 102, Section 102-11(b) Community Meeting:**

***A. Amend the Community Meeting section to require a number of development applications to hold a Pre-Application Community Meeting for the following development applications:***

- 1. Residential subdivisions with more than 10 lots;***
- 2. Mixed Use and Multi-Family developments on projects greater than 5 dwelling units per acre;***
- 3. Proposed commercial projects with buildings over 50,000 square feet in size;***
- 4. Any planned unit development (PUD); and***
- 5. Any Future Land Development District change on properties over 4 acres (not a part of an annexation application).***

## **Chapter 109, Section 109.4. Use Regulations Table:**

***B. Amend the Use Regulations Table (Section 109.4) to remove self-service storage as a permitted use in the General Commercial (GC) land use district and make it a conditional use only in the General Industrial (GI) land use district:***

SPECIFIC USE	Residential				Commercial & Industrial		Mixed Use				Other			Standards
	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	
KEY: P = Permitted Use L = Permitted Subject to limitations in Standards Column C = Conditional Use Blank = Not Permitted														
<b>COMMERCIAL</b>														
Parking, Commercial					P		P	C	P	P	L			9
Pharmacy					P	C	P	C	P	P				
Restaurant, no drive-through				L	P		P	C	P	P	L			1,9
Restaurant with drive-through					P		C	C	P	P				
Retail Sales & Service				L	P	C	P	C	P	P	L			1,9
Self Service Storage						<u>C</u>								
Vehicle Parts & Accessories					P	P	P	C	C	P				
Vehicle service, general					P	P	P	C	C	P				

**C. Amend the Use Regulations Table (Section 109.4) to add a hookah/vapor bar or tavern as a conditional use in the General Commercial (GC), General Industrial (GI), Central Business District (CBD), Residential Office Transitional (RT), Mixed Commercial Residential, (MCR), and Mixed Commercial Industrial (MCI) land use districts:**

SPECIFIC USE	Residential				Commercial & Industrial		Mixed Use				Other			Standards
	R	SR	U	MH	GC	GI	CBD	R	MC	MC	PI	AG	CON	
KEY: P = Permitted Use L = Permitted Subject to limitations in Standards Column C = Conditional Use Blank = Not Permitted														
<b>INDUSTRIAL</b>														
Crematorium								C						
Heavy Industrial								P						
<u>Hookah/Vapor Bar Tavern</u>							<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
Research lab without manufacturing							P	P	P	C	C	P		

**Community Input**

Development Services has properly advertised the ordinance and there is an opportunity for community input at the public hearing.

**Budget / Staff Impact:**

None

**Prepared By:**

Mike Lane, AICP, Development Services Director

**Attachments:**

Ordinance Number 25-01

Pre-Application Community Meeting Instructions

**ORDINANCE NUMBER 25-01**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, SECTION 102-11(b) COMMUNITY MEETING AND SECTION 109.4 USE REGULATIONS TABLE; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Eustis City Commission adopted revised Land Development Regulations under Ordinance 09-33 on July 16, 2009, amended by Ordinance 15-13 on October 1, 2015, Ordinance 16-18 on April 7, 2016, Ordinance 16-13 on May 19, 2016, Ordinance 16-31 on December 15, 2016, Ordinance 17-17 on November 2, 2017, Ordinance 19-12 on June 6, 2019, Ordinance 19-22 on August 1, 2019; and Ordinance 20-45 on November 19, 2020 and

**WHEREAS**, the City Commission finds it necessary to periodically revise and update the Land Development Regulations; and

**WHEREAS**, the City Commission finds the proposed revisions are necessary to provide for consistency with the Comprehensive Plan, and clarify the City Commission's legislative intent; and

**WHEREAS**, the Local Planning Agency reviewed the proposed revisions to the Land Development Regulations and finds them to be in compliance with the Comprehensive Plan.

**NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS HEREBY ORDAINS:**

**SECTION 1.**

That the City of Eustis Land Development Regulations are hereby amended as show in the redline/strike through below:

**A. Section 102-11 – General Procedures for Development Approval . . .**

**(b) Community Meeting.**

(1) Generally. To increase community awareness and participation, applicants seeking specified types of developments ~~are encouraged to~~ shall hold a pre-application community meeting to address community concerns related to the proposed development prior to submittal of the application.

a. A Pre-Application Community Meeting is ~~especially important~~ required for the following ~~proposed~~ development applications:

1. Residential subdivisions with more than 10 lots, especially those requesting a density variation greater than 25 percent under section 115-3.3(a)(1).
2. MultiMixed-use developments (including multi-family) for those properties greater than 5 dwelling units per acre.
3. Conditional uses.
3. Proposed commercial and industrial projects with buildings over 50,000 square feet in size uses adjacent to residential land use properties.
- 4.5. Any PUD.
- 5.6. Design district change Any Future Land Use Map Amendment on properties over 4 acres (requested by a property owner and not initiated by the City or required because of annexation).
7. Comprehensive plan amendment.

(2) The recommended submittal requirements for review at the Pre-Application Community Meeting are as follows:

- a. A map showing the general location of the property.
- b. An aerial map of the property.
- c. A boundary survey or other scaled delineation of the parcel.
- d. A map of the future land use designations for the site and the surrounding area within 500 feet of the property.
- e. ~~A map of the design district designations for the site and the surrounding area within 500 feet of the property, including proposed streets.~~
- f. A conceptual site plan or lot layout (if applicable) that includes the following:
  1. Number and type of dwelling units and lot sizes if applicable.
  2. Total acreage.
  3. Total developable acreage (total acreage less water bodies and wetlands).
  4. Total open space required and provided.

- 5. Net density calculation.
- 6. Required buffers.
- 7. Requested waivers.
- 8. Vehicular and pedestrian connections and access points.

(3) City staff must approve the time and location for the Pre-Application Community Meeting.

(4) City staff Developer or his/her representative shall prepare a report summarizing the attendance and discussion at the Pre-Application Community Meeting within 30 days of the meeting and submit to the Planning staff during their initial submittal.

(5) The applicant shall include the City's report with its application.

**B. Section 109.4 Use Regulations Table is hereby amended to allow self-service storage as a conditional use in all land use districts.**

	Residential				Commercial & Industrial		Mixed Use				Other			Standards
SPECIFIC USE	R R	S R	U R	M H	GC	GI	CB D	R T	MC R	M CI	PI	A G	CO N	
<b>KEY: P = Permitted Use L = Permitted Subject to limitations in Standards Column C = Conditional Use Blank = Not Permitted</b>														
<b>COMMERCIAL</b>														
Parking, Commercial					P		P	C	P	P	L			9
Pharmacy					P	C	P	C	P	P				
Restaurant, no drive-through				L	P		P	C	P	P	L			1,9
Restaurant with drive-through					P		C	C	P	P				
Retail Sales & Service				L	P	C	P	C	P	P	L			1,9

Self Service Storage						<u>C</u>								
Vehicle Parts & Accessories					P	P	P	C	C	P				
Vehicle service, general					P	P	P	C	C	P				

B. Section 109.4 Use Regulations Table is hereby amended to add a hookah/vapor bar or tavern as a conditional use in the General Commercial (GC), General Industrial (GI), Central Business District (CBD), Residential Office Transitional (RT), Mixed Commercial Residential, (MCR), and Mixed Commercial Industrial (MCI) land use districts:

	Residential				Commercial & Industrial		Mixed Use				Other			Standards
SPECIFIC USE	R R	S R	U R	M H	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	
<b>KEY: P = Permitted Use L = Permitted Subject to limitations in Standards Column C = Conditional Use Blank = Not Permitted</b>														
<b>INDUSTRIAL</b>														
Crematorium						C								
Heavy Industrial						P								
<u>Hookah/Vapor Bar Tavern</u>					<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>				
Research lab without manufacturing					P	P	P	C	C	P				

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

**SECTION 3.**

That it is the intention of the City Commission of the City of Eustis that the provisions of this Ordinance shall become and be made a part of the Land Development Regulations in the

City of Eustis Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Section", "Article", or such other appropriate word or phrase to accomplish such intentions.

**SECTION 4.**

That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

**SECTION 5.**

That this Ordinance shall become effective upon passing.

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Willie Hawkins  
Mayor/Commissioner

**ATTEST:**

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

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Willie Hawkins, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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



My Commission Expires:  
Notary Serial Number:

**CITY ATTORNEY'S OFFICE**

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

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

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 25-01 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

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



## Pre-Application Community Meeting Instructions

### What is the Pre-Application Community Meeting?

The Pre-Application Community Meeting is a mandatory form of community outreach conducted by the project applicant to receive initial feedback regarding certain project types, prior to submittal to the City's Planning Division or the Development Services Department. Adjacent neighbors and relevant civic/community organizations should be invited to attend this meeting, which must take place during certain hours of the day and within a certain distance from the project site. The meeting's intention is to initiate community communication and identify issues and concerns early on; and provide the project applicant the opportunity to address neighbor concerns about the potential impacts of the project, prior to submitting an application.

### Why is the Pre-Application Community Meeting Required?

The Pre-Application Community Meeting process is required for certain projects in accordance with [Section 102-11\(a\)\(3\)](#) of the Land Development Regulations. Applicants for projects that are not subject to the Pre-Application Conference can also schedule and host the community outreach meeting, in accordance to the requirements described in this document. Individuals contacted as a result of the Pre-Application Community Meeting, will also be notified if and when the project is heard by the City Commission for approval.

### When is the Pre-Application Community Meeting Required?

A Pre-Application Community Meeting is required for the following development application:

- Preliminary Major Subdivision Plats over 10 lots;
- Detailed Mixed-Use and Multi-Family Site Plans greater than five (5) dwelling units per acre;
- Detailed Commercial Site Plans over 50,000 square feet;
- All Planned Unit Development Overlay Amendments (PUD); and
- Future Land Use Map Amendments (FLU Map Amendment) over 4 acres - not part of an annexation.

Pre-Application Community Meetings are optional for any other type of development application. If the development application is not formally accepted for review within two years of the date the Pre-Application Community Meeting was conducted, then the applicant MUST conduct a second Pre-Application Community Meeting.

### INSTRUCTION FOR PRE-APPLICATION COMMUNITY MEETINGS

Prior to filing any of the aforementioned project development applications, the applicant must first conduct at least a minimum of one Pre-Application Community Meeting. To proceed with this process, please:

1. Schedule a **Pre-Application Conference** with the Planning Division staff to confirm the specific application type and to collect needed information like an aerial sketch map, case number, and community mailing lists. Submit Pre-Application Conference request [here](#) and provide the materials listed here.
2. Send a **Pre-Application Community Meeting Informational Mailing** with information of the Pre-Application Community Meeting to the Planning staff, Registered Community Associations, and landowners adjoining, across the street, alley, or canal from subject site, ten (10) days before the Pre-Application Community Meeting.
3. **Post sign notice** on project site ten (10) days before the Pre-Application Community Meeting. The Applicant shall provide and place at least one (1) weatherproof sign on the property at a location that is visible from the public rights-of-way and no more than ten (10) feet from the front street line of the project site. Minimum height for letters and numbers is four (4) inches for uppercase and three (3) inches for lowercase letters.

The Sign shall contain the following information:

- (1) Type of Application (Rezoning, Conditional Use, Planned Development);
- (2) Applicant or Agent's valid phone number; and



## Pre-Application Community Meeting Instructions (continued)

(3) the time, date and location of the Neighborhood Meeting.

Posting of multiple signs on the property may be required based on the configuration of the site and the total linear feet of street frontage abutting the development site, as follows:

- A. Corner lots shall include at least one (1) sign posted along each street abutting the project site.
- (2) Project sites with continuous frontage abutting existing Streets shall post signs at a ratio of one (1) additional sign per four hundred (400) linear feet of street frontage.

The Applicant shall, at its sole cost and expense:

- (1) Install the signs no more than thirty (30) calendar days before, and no later than ten (10) calendar days before, the proposed Pre-Application Community Meeting.
- (2) Remove the sign(s) within three (3) working days after the Neighborhood Meeting.

4. **Hold Pre-Application Community Meeting** at the subject site or an alternate location that is within 3 miles of the subject site (i.e. community center, coffee shop, etc.). The meeting location should be convenient and generally accessible to neighbors residing in proximity to the subject site. *The meeting may also be held virtually, as necessary.*

The meeting should be held either on a weekday (Monday through Friday) at or after 5:00 p.m. or on a weekend (Saturday only) between 10:00 a.m.–4:00 p.m.

- 5. Prepare **Written Summary** of the Pre-Application Community Meeting. The summary should include a list of those invited to the meeting, meeting attendees (copy of sign-in sheet), copies of the materials distributed or made available for review during the meeting, and any other information the applicant deems appropriate.
- 6. **Email** a copy of the written summary to all attendees that have provided an email address.
- 7. Submit the following information to the Planning Division as part of your application. All of the following materials must be submitted along with the **Project Application** for the project, in order to verify compliance with the Pre-Application Community Meeting requirements. If a Pre-Application Community Meeting is required, the Planning Division review will not begin until all the following are received.

The following items should be compiled into a single pdf or Word document, named in accordance the Planning Division Document Naming Convention for Pre-Application Community Meeting package:

- a. A copy of the letter mailed to neighboring property owners, tenants and community organizations (see attached sample letter on pages 3-4).
- b. The mailing list of the community organizations and individuals invited to the meeting, including the mailing address for each.
- c. An affidavit of the Pre-Application Community Meeting signed and dated (see attached template on page 5).
- d. A copy of the sign-in sheet (see attached template on page 6).
- e. One copy of the project materials presented to attendees at the Pre-Application Community Meeting including:
  - i. A map of the site clearly indicating the site's location and streets in the vicinity.



## Pre-Application Community Meeting Instructions (continued)

- ii. Illustrations depicting the proposed layout and design of the development, existing conditions, and the community context.
- iii. A fact sheet or summary including the size of the project, proposed number of dwelling units, and/or gross square footage, proposed density and/or intensity of the project, building heights, and anticipated parking needs.
- iv. Information explaining the subdivision and/or development review process and how the public may participate.
- f. Digital photographs of the signs posted on the property.

### Pre-Application Community Meeting Facilitation Best Practices:

1. Arrive at meeting at least 30-minutes prior to scheduled start time.
2. Assure all participants sign in. If no participants attend, please denote this on the sign-in sheet.
3. Start meeting no later than 15 minutes after scheduled start time.
4. At a minimum, present all project materials required, as listed above.
5. Be assertive, not aggressive. When attendees feel safe or at ease, they are more apt to engage and participate in the meeting.
6. Create a meeting agenda and make it available as the attendees arrive.
7. Balance participation among all present. Make sure that everyone feels seen and heard.
8. Ask leading questions of the attendees. Make sure everyone feels included and inclined to participate.
9. Summarize the "take-aways" before adjourning the meeting.

# Pre-Application Community Meeting

Date/Time: \_\_\_\_\_

Doors will open at [time prior to start time]  
(Developer Representative will be available to answer questions)

Date:

Dear Neighbor:

You are invited to a Community Pre-Application Community Meeting to review and discuss the development proposal at \_\_\_\_\_ cross street(s) \_\_\_\_\_ (Block/Lot#: \_\_\_\_\_; Future Land Use District: \_\_\_\_\_), in accordance with the City of Eustis' Development Services Department's Pre-Application procedures for Application Numbers(s): \_\_\_\_\_.

### Meeting Location/Date/Time

[Add meeting location/address and date/time here.]

### Purpose of the Meeting

The Pre-Application Community Meeting is intended as a way for the Project sponsor(s) to discuss the project and review the proposed plans with adjacent neighbors and community organizations before the submittal of an application to the City of Eustis' Planning Division. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is submitted for the City Planning Division's review.

### What Happens During a Pre-Application Community Meeting?

During the Pre-Application Community Meeting, the applicant's representatives will present the proposed development to the community. This presentation will provide the applicant an opportunity to hear comments and concerns about the development proposal, in order to resolve conflicts and outstanding issues, where possible. Pre-Application Community Meetings are opportunities for informal communication between applicants and the landowners and occupants of nearby lands, and other residents affected by the development proposal(s). Participation in any preliminary, Pre-Application Community Meeting is for informational purposes only. **Any resultant participation and/or written summary of same shall not be part of the administrative record for any development application that may be filed and accepted.**

A Pre-Application Community Meeting is required because this project includes (check all that apply):

- A Preliminary Major Subdivision Plat over 10 lots
- Construction, expansion, or alteration of townhouse and/or multifamily dwelling development of greater than five (5) units
- Construction, expansion, or alteration of nonresidential development consisting of greater than a total of 50,000 square feet of gross floor area.
- A redistricting of a property (including FLU Map Amendments, and Planned Unit Developments) over 4 acres.
- A Pre-Application Community Meeting is an option for this application, but the applicant has decided to hold one.

The development proposal is to: **[provide information here on the application type(s), and the development proposal including any existing development and proposal for the number of dwelling units and/or gross floor area, building height/number of stories, etc.]**



Existing impervious surface		Permitted		Proposed	
Existing number of dwelling units		Permitted		Proposed	
Existing building square footage		Permitted		Proposed	
Existing number of lots		Permitted		Proposed	
Existing building height		Permitted		Proposed	
Current land use			<b>Proposed FLU*</b>		

FLU \*: Future Land Use

**Meeting Information:**

- Applicant
- Contact Information (email/phone)
- Developer/Builder Information (if different from Applicant)

No government agency has reviewed this application. If you have questions about the City of Eustis' Land Development Regulations or general development process in the City, please call the Development Services Counter at 352-483-5460, or contact the Planning Division via email at "planner@eustis.org". You may submit your request by mail to City of Eustis, Development Services Department, 4 North Grove Street, Eustis, FL 32726. Please provide your name, address, and the above-referenced application number and address when mailing a written request.

*[Attach a current future land use sketch map clearly identifying the land area associated with the development (provided following the Pre-Application Conference)]*

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## Pre-Application Community Meeting Frequently Asked Questions

### 1. What is a Pre-Application Community Meeting?

Pre-Application Community Meetings are a means for potential developers to inform neighbors and interested community members of a proposed project in an informal setting. The City of Eustis requires potential developers host a Pre-Application Community Meeting for specific types of Land Development projects. A Pre-Application Community Meeting is not a full review of the project, but rather it is an opportunity for the public to learn about the project and share any thoughts or ideas with the development team.

*Please Note:* Be kind, considerate, and thoughtful when providing feedback. The more thoughtful and reasonable your feedback is, the more likely the developer will be to incorporate it in their design.

### 2. Who can attend a Pre-Application Community Meeting?

Anyone interested in learning more about the project is encouraged to attend the Meeting.

### 3. When are Pre-Application Community Meetings completed?

Pre-Application Community Meetings are completed early in the development process before a formal Development Application has been submitted or approved. Pre-Application Community Meetings occur before any project construction can occur.



## **Pre-Application Community Meeting Frequently Asked Questions (continued)**

### **4. How is the City involved with Pre-Application Community Meetings?**

The City requires Pre-Application Community Meetings for specific application types and outlines a list of required materials the applicant must provide at the meeting, however, the City is NOT involved in planning or hosting the meeting. Since Pre-Application Community Meetings are early in the development process and held before a Development application has been submitted, it is not typical for City teammates to attend these meetings. While the City may not have a representative at the meeting, please note that community members are always welcome to contact the City Development Services Department to share their feedback or get their questions answered. Contact our department at "planner@eustis.org" or 352-483-5460.

### **5. What impact can I have on the development by attending a Pre-Application Community Meeting?**

The primary objective of the Pre-Application Community Meeting is to inform neighbors and interested community members of the proposed Development project in an informal setting. This meeting is not a full review of the project but rather an opportunity to learn about the project and share any thoughts or ideas you might have with the development team. Your feedback may guide the applicant in improving their project, including additions or alterations they had not previously considered. Please note that project approval ultimately comes down to whether or not the proposed project complies with all relevant regulations, codes, and ordinances of the City.

# Pre-Application Community Meeting Sign-In Sheet

**Meeting Date:** \_\_\_\_\_

**Meeting Time:** \_\_\_\_\_

**Meeting Address:** \_\_\_\_\_

**Project Application Numbers(s):** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Property Owner Name(s):** \_\_\_\_\_

**Applicant Name and Contact Information (Email/phone):** \_\_\_\_\_

**Project Sponsor/Representative:** \_\_\_\_\_

Please print your name below, state your affiliation with a community group (as applicable), and provide your address, phone number, and email. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only.

Name/Organization	Address	Phone	Email





## Prē-Application Community Meeting Affidavit

I, \_\_\_\_\_, (**Insert Name**) do hereby declare as follows:

1. I have conducted a Pre-Application Community Meeting for the proposed new construction, alteration, or other activity prior to submitting any entitlement, in accordance with the City's Development Services Pre-Application requirement.
2. The meeting was conducted at \_\_\_\_\_ (**location/address**) on \_\_\_\_\_ (**date**) from \_\_\_\_\_ (**time**).
3. I have included the mailing list (names and addresses of all parties to whom the letter was sent, including dates the letters were mailed), receipt for the list of required invitees, meeting invitation and postmarked letter, sign-in sheet, and pdf of plans distributed at the meeting. I understand that I am responsible for the accuracy of this information and that erroneous information may lead to suspension or revocation of the permit.
4. I have prepared these materials in good faith and to the best of my ability.

I declare, under penalty of perjury under the laws of the State of Florida, that the foregoing is true and correct.

Executed on this \_\_\_\_\_ day, \_\_\_\_\_, month, 202\_\_.

\_\_\_\_\_  
Signature Name (type or print)

\_\_\_\_\_  
Relationship to Project (e.g. Owner, Agent) (If agent, give business name and profession)

\_\_\_\_\_  
Project Address

\_\_\_\_\_  
Lake County Alternate Key Number

Prepared by:  
**The City of Eustis**  
**Development Services Department**  
4 N. Grove St.  
Eustis, FL 32726  
352-483-5460

# TABLE OF USES

SPECIFIC USE	Residential				Commercial and Industrial		Mixed Use				Other			Standards
	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	

KEY: P = Permitted Use L = Permitted Subject to Limitation Standards Column Cn C = Conditional Blank =nk = Not Permitted

Agricultural														
Agricultural, general	C	C	C	C	C	C	C	C	C	C	C	P	L,C	4
Commercial poultry farm												C		
Commercial swine farm												C		
Residential														
Accessory Apt.	C	C	P				P	P	P			C		
Bed & Breakfast	C	C	C	C	P		P	P	P			C		
Boarding and Rooming House			C		P		C	C	P					
Group Home; 6 or fewer residents	P	P	P		C		P	P	P		P	P		
Group Home; 7 or more residents	C	C	C		C		C	P	P		P	C		
Home occupaton	L	L	L	L	P		P	P	P			L		6; additio al standards in Sec. 110-5.9
Live Work			C				P	P	P					
Mobile Home				P								C		
Multi-family		L	P		L		P	P	P					2, 7, 8 (as part of PUD)
Recreational vehicle park				P										
Single family detached	P	P	P	P				P	P			P		
Single family atached (duplex, row house, townhouse)		P	P					P	P					
Recreation aciliti														
Golf Course	L	L										L		8
Marina		C	C		P		C		C	C	P			
Parks: tot lot, passive, and picnic	P	P	P	P	P		P	P	P	P	P	P	L	3
Regional park; amphitheater		C	C		P		C	P	P		P	C		
Nature, ecology facilites	C	P	P	P	P						P	L	L	3
Sports Complex		C			P	P		P	P	P	C			
Shooti g Range, indoor					P	P			P	P				
Shootin Range, outdoor	C	C			C		C		C	C				11
Commercial														
All commercial and office except as specified below				L	P		P	C	P	P				1
Adult						L								12
Car sales, leasing and related services					P	P	C	C	C	C				
Car Wash, Automated					P	P			P	P				
Car Wash, full or self-service					P	P		C	C	C				
Convenience store w/gas staton				L	P	P	P	C	P	P				1
Convenience store w/o gas				L	P	P	P	C	P	P				1
Commercial, neighborhood		L	L	L	P	P	P	C	P	P				1,5

	Residential				Commercial and Industrial		Mixed Use				Other			
SPECIFIC USE	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	Standards
KEY: P = Permitted Use L = Permitted Subject to Limitation Standards Column Cn C = Conditional Blank = nk = Not Peed														
<b>Commercial</b>														
Drive-thru sales or service					P	P	C	C	P	P				
Dry cleaning/laundry				L	P		P	C	P	P				1
Fast Lube/Oil Change					P	P			P	P				
Food and beverage store/incl. alcohol				L	P		P	C	P	P	L			1,9
<b>Hookah/Vapor Bar/Tavern</b>					<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>				
Hotel					P		P	C	P	P				
Mobile Vendor					P	P	L, C		P	P				14
Outdoor Kennel					C	P			C	C		P		
Package store					P		P	C	P	P				
Parking, commercial					P		P	C	P	P	L			9
Pharmacy					P	C	P	C	P	P				
Restaurant, no drive-thru				L	P		P	C	P	P	L			1,9
Restaurant with drive-thru					P		C	C	P	P				
Retail sales and service				L	P	C	P	C	P	P	L			1,9
<b>Self-service storage</b>					<b>X</b>	<b>X C</b>			<b>X</b>	<b>X</b>				
Vehicle parts and accessories (sales)					P	P	P	C	C	P				
Vehicle service, general					P	P	P	C	C	P				
Vehicle service, major						P				P				
<b>Office</b>														
Professional services and general office			L		P		P	P	P	P				5,7
<b>Industrial</b>														
All light industrial/research except as listed below						P	P			P	C			
Crematorium	C													
Heavy industrial						P								
Research lab w/o manufacturing					P	P	P	C	C	P				
Warehouse and freight movement						P					L			10
Wholesale Trade						P					L			10
<b>Community/Service Uses</b>														
Child daycare centers; nursery schools	C	C	P	L	P		P	P	P	P	P			1
Churches and accessory uses, including schools	C	C	C	L	P		P	P	P	P	P			1
College or University	C	C	C		P		P	C	P	P	P			
Elementary school	P	P	P	P	P	C	C	P	P	C	P			
Middle school	C	C	C	C	P	C	C	P	P	P	P			
High school	C	C	C	C	P	C		P	P	P	P			
Vocational school					P	P	C	C	P	P	P			

SPECIFIC USE	Residential				Commercial and Industrial		Mixed Use				Other			Standards
	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	
KEY: P = Permitted Use L = Permitted Subject to Limitation Standards Column Cn C = Conditional Blank =nk = Not Permitted														
<b>Community/ Service Uses (Continued)</b>														
Government buildings	C	C	C	L	P	P	P	P	P	P	P	P		1
Hospitals					P				P	P	P			
Nursing home					P		P	P	P	P	P			
Public services/utilities	L, C	L, C	L, C	L, C	L, C	L, C	L, C	L, C	L, C	L, C	P	C	C	13 - 2 ac in Res/5 Ac in Mixed & GI
Wireless Communication Antenna and/or Towers	C	C	C	C	C	P	C	C	C	C	P	C	C	
Wireless Communication Antenna and/or Towers Camouflaged	C	C	C	C	C	P	P	P	P	P	P	P	C	

Standards.

- (1) The "Limited" uses in MH are permitted as a use upon site plan approval & when they are integrated into the rental park specifically for the purpose of serving the residents of the park; & where the total site area for the facilities does not exceed 2% of the overall land area in the rental park.
- (2) In the general commercial district, the "Limited" residential uses are limited to the upper floors of buildings above ground-level commercial and office uses.
- (3) In the conservation land use district, outdoor recreation facilities are limited to interpretive and educational features and related facilities for nature study and enjoyment. All structures/facilities shall be of an unobtrusive nature to enable a compatible mixture of natural and manmade features, including but not limited to the following: boardwalks and nature/hiking trails; environmental/ecological education centers; and shelters/restrooms and other similar uses.
- (4) Agricultural uses are limited to silviculture and native range land only in the conservation land use category unless specified otherwise as part of a conditional use permit.
- (5) Neighborhood scale commercial uses may be permitted within these districts when limited in scale consistent with a residential structure on a lot when a development of 50 homes or greater is approved or as part of a planned unit development master plan on previously undeveloped property. These uses are not permitted in established and existing neighborhoods.
- (6) Home occupation which: a) is clearly incidental & subordinate to the use of the dwelling unit as a residence; b) is conducted only by members of the family residing in the dwelling unit and entirely within the principal structure; c) does not offer products for sale from the premises; d) does not alter or change the residential character or exterior appearance of the dwelling unit and no evidence of the use is visible or audible from the exterior of the residential property; e) does not generate traffic in excess of that customary at residences; and f) where no commercial vehicles or equipment associated with the business are kept on premises unless stored in an enclosed structure or screened from view from the street or adjacent properties unless otherwise permitted by these regulations
- (7) Limited to the building type design standards of the applicable design district, chapter 110.
- (8) Allowed when the facility is in conjunction with a planned unit development.
- (9) Allow commercial as general accessory, complementary use with a marina and/or outdoor recreation facilities in PI.
- (10) The size and scale of the wholesale facility shall be compatible and consistent with the adjacent building typologies.
- (11) An outdoor shooting range is permitted as a conditional use only in suburban residential land use districts located within a rural design district.
- (12) Must be consistent with chapter 10 of the Code of Ordinances.
- (13) In SR, UR, MH: Public & utility services and facilities that are two acres or less in size are also permitted. In GC, CBD, RT, MCR, GI: Public and utility services and facilities that are five acres or less in size are also permitted.
- (14) In the CBD, the "Limited" mobile vendor use applies to mobile vendors in conjunction with city sponsored or city sanctioned events as approved by the city manager. Mobile vendors offering food service only (food trucks) proposing regular operation in the CBD may apply for a conditional use permit approval by city commission; provided the proposed operation is located on a developed site where the food truck use is managed by and/or operated dependently in association with an eating and/or drinking establishment located in an onsite building with restroom facilities. All mobile vendors are required to apply for and obtain a business tax receipt. Application requirements include letter of permission from the property owner, site plan layout showing driveway connection, and location that does not impede access to the site or required parking.
- (15) Permitted accessory uses/structures. Uses &/or structures that are customary & secondary to the primary use or structure permitted by the land use district & meet any additional requirements listed in section 110-5, for special accessory uses where applicable. (Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016; Ord. No. 19-12, § 1(Exh. A), 5-2-2019)