



AGENDA

Regular City Commission Meeting

6:00 PM - Thursday, March 21, 2019 - City Hall

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INVOCATION: PASTOR CHRIS LIKELY, SPEAK THE TRUTH MINISTRIES	
PLEDGE OF ALLEGIANCE: COMMISSIONER ALIBERTI	
CALL TO ORDER	
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- | | | |
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FIRST READING

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| 1 | Ordinance No. 19-12: Amendment to the Land Development Regulations, Chapter 109 | 213 - 228 |
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8. OTHER BUSINESS

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| 8.2 | Selection of Interim City Commissioner, Seat #5 | 243 - 251 |
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10. COMMENTS

10.1 City Commission

10.2 City Manager

10.3 City Attorney

10.4 Mayor

11. ADJOURNMENT

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

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter

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

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



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: FEBRUARY 21, 2019 - REGULAR CITY COMMISSION MEETING

Introduction:

This item is for approval of the minutes of the February 21, 2019 regular City Commission meeting.

Attachments:

[02-21-2019 CC MIN - For Approval](#)

Reviewed by:



MINUTES
Regular City Commission Meeting
6:00 PM - Thursday, February 21, 2019 – City Hall

APPROVED: 3/21/2019

INVOCATION: BISHOP KEVIN BENTON, IMPACTING WORD OF GOD

PLEDGE OF ALLEGIANCE: COMMISSIONER MORIN

1 PRESENTATION

Mayor Holland introduced Bishop Kevin Benton and noted that his niece is the female lead in the Broadway musical Hamilton. He explained that the Benton family is presenting to the City a book (Natasha, Pierre and the Great Comet of 1812: Journey of a New Musical to Broadway) about a previous musical she starred in for which she was nominated for a Tony award.

CALL TO ORDER: 6:04 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

2 AGENDA UPDATE

Ron Neibert, City Manager, announced that the Appointment to the Lake County Arts & Cultural Alliance was being removed from the agenda.

3 APPROVAL OF MINUTES

February 7, 2019 - Regular City Commission Meeting

Moved by Commission Morin, seconded by Vice Mayor LeHeup-Smith, to approve the Minutes as submitted. Motion carried by the following votes:

Ayes: Commissioner Morin, Commissioner Aliberti, Vice Mayor LeHeup-Smith, and Mayor Holland

4 APPOINTMENTS

Appointment to Lake Eustis Museum of Art - Karen LeHeup-Smith

Moved by Commission Morin, seconded by Commissioner Aliberti, to approve the appointment of Karen LeHeup-Smith as the City's liaison to the Lake Eustis Museum of Art. Motion carried by the following votes:

Ayes: Commissioner Morin, Commissioner Aliberti, Vice Mayor LeHeup-Smith, and Mayor Holland

Reappointment to Library Board of Trustees - Vivian Carla Miller Mitchell

Moved by Vice Mayor LeHeup-Smith, seconded by Commissioner Morin, to approve the reappointment of Vivian Carla Miller Mitchell to the Library Board of Trustees. Motion carried by the following votes:

Ayes: Commissioner Morin, Commissioner Aliberti, Vice Mayor LeHeup-Smith, and Mayor Holland

5 AUDIENCE TO BE HEARD

No one came forward at that time.

6 CONSENT AGENDA

Resolution No. 19-23: Approving purchase in excess of \$25,000 for Carver Park Annex Turf Replacement Project

Resolution No. 19-25: Building Services - Expenditure in Excess of \$25,000; Amended Contract and Budget Transfer

Resolution No. 19-26: Developers Agreement with Lake Investment Ventures, L.L.C.

Moved by Commissioner Morin, seconded by Commissioner Aliberti, to approve the Consent Agenda. Motion carried by the following votes:

Ayes: Commissioner Morin, Commissioner Aliberti, Vice Mayor LeHeup-Smith, and Mayor Holland

7 ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

Resolution No. 19-24: Preliminary Subdivision Plat Approval with Waivers for Eleven Oaks Subdivision (E. CR 44 and E. Orange Avenue)

Derek Schroth, City Attorney, announced Resolution No. 19-24: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat with waivers for the Eleven Oaks subdivision, a sixty-nine lot residential subdivision, on approximately 14.72 +/- acres located on the south side of E. Orange Avenue at E. CR 44.

Lori Barnes, Development Services Director, reviewed the proposed preliminary subdivision plat and the history of previous plans for the property. She explained that the property currently has split land use and design district designations. Staff required them to request one land use and design district for the entire parcel and they selected the Suburban Residential land use district and Suburban Neighborhood design district. She stated the proposed density is 4.69 du/acre. She reviewed staff analysis of the plat under the comprehensive plan and land development regulations and explained the requested waivers as follows: 1) To allow town homes in the Suburban Neighborhood design district designation; 2) to reduce the minimum town home lot width from 22 ft. to 20 ft.; 3) to allow longer block lengths; and 4) to allow the sidewalk on one side of the street only across from the park. She explained the developer plans to construct a multi-purpose mulch walking path in the park making a sidewalk on that side redundant.

Ms. Barnes then reviewed the planned transportation improvements as follows: 1) Main entrance will align with the existing signalized intersection; 2) An emergency access will be available for fire department access only further to the east; 3) A left turn lane will be added on East Orange Avenue for west bound access to the project; 4) A pedestrian crossing will be installed at the signalized intersection. The traffic impact statement did not identify any required improvements other than signal modifications and timing. The applicant has agreed, in negotiations with staff and Lake County, to provide those additional improvements for the betterment of the project and the area traffic situation. She stated

staff's recommendation for approval of the preliminary plat.

Mr. Schroth opened the public hearing at 6:19 p.m.

Elizabeth Johnson questioned what the price range will be.

Jay Barfield, general contractor, stated the price range on the town homes will range from \$150,000 to \$185,000 and the single family homes from \$220,000 to just under \$300,000.

Ms. Johnson expressed concern regarding the impact on traffic.

Dolores Taylor explained the town homes will abut her property and expressed concern regarding the increased traffic and residents coming onto her property to reach the lake.

There being no further public comment, the hearing was closed at 6:23 p.m.

Mayor Holland asked Captain Winheim about the traffic impacts.

Capt. Winheim explained that the Community Traffic Safety Team (including representatives from all local law enforcement agencies, the Lake Sumter MPO, Lake County and Florida Dept. of Transportation) recently discussed the east Orange Avenue area and a study is currently underway for that area for planned improvements.

Mayor Holland asked that they discuss moving up improvements to the traffic signal. He explained for the public that the signal and Orange Avenue is controlled by Lake County.

Moved by Vice Mayor LeHeup-Smith, seconded by Commissioner Aliberti, to approve Resolution No. 19-24. Motion carried by the following votes:

Ayes: Commissioner Morin, Commissioner Aliberti, Vice Mayor LeHeup-Smith, and Mayor Holland

SECOND READING

Ordinance No. 18-31: Comprehensive Plan Text Amendment to the Future Land Use Element Appendix: Non-residential and Mixed Use Intensities

Mr. Schroth read Ordinance No. 18-31 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida, amending the City of Eustis Comprehensive Plan 2010-2035 pursuant to Section 163.3184 of the Florida Statutes; providing for text revisions to the Future Land Use Element Appendix; assigning incrementally decreasing intensities (floor area ratios) for non-residential and mixed-use land use districts based on design district designation; providing for the repeal of ordinances inconsistent with the ordinance; providing for conflicting provisions; and providing for severability and effective date.

Ms. Barnes explained Ord. 18-31 was approved on first reading December 7, 2018, and staff transmitted the plan amendment to the State for consideration. She further explained the Florida Dept. of Transportation as submitted comments to the City. She stated staff has responded to those comments and requested that second reading be postponed to March 7th to allow time to address their concerns.

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

Moved by Commissioner Morin, seconded by Vice Mayor LeHeup-Smith, to postpone second reading of Ordinance No. 18-31 to the March 7, 2019, agenda.
Motion carried by the following votes:

Ayes: Commissioner Morin, Commissioner Aliberti, Vice Mayor LeHeup-Smith, and Mayor Holland

8 FUTURE AGENDA ITEMS: NONE

9 COMMENTS

City Commission

Vice Mayor LeHeup-Smith reported on the Commission members attending Lake County Days in Tallahassee and encouraged the public to remain in contact with their legislative representatives.

City Manager

Mr. Neibert reported on a meeting held with FDOT regarding improvement to the curve at the north end of Grove Street/SR 19 to begin in 2020. He also announced there would be a free class on Friday, March 15th, "Coding with Minecraft", at the Eustis Memorial Library to be taught by Microsoft experts.

City Attorney: None

Mayor

Mayor Holland commented on the Commission's participation in the African-American Heritage Festival and complimented the committee on the Black Achievers dinner. He reminded everyone about the 117th annual Georgefest beginning on Friday and cited a number of activities.

Mayor Holland then commented on their activities in Tallahassee and emphasized the need for the public to stay informed about the legislature and their efforts to erode home rule.

Vice Mayor LeHeup-Smith announced that the Lake Eustis Museum of Art would have an art opening Friday evening prior to the fireworks.

10 ADJOURNMENT: 6:33 P.M.

Michael L. Holland,
Mayor/Commissioner

Mary C. Montez, City Clerk

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



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: FERRAN PARK PHASE 4 PRESENTATION

Introduction:

Public Works Director Rick Gierok will provide an overview of the proposed improvements associated with Ferran Park Phase 4.

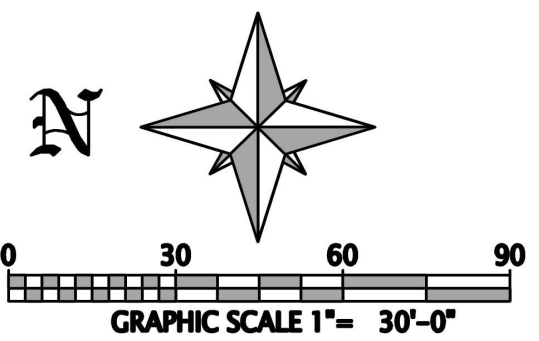
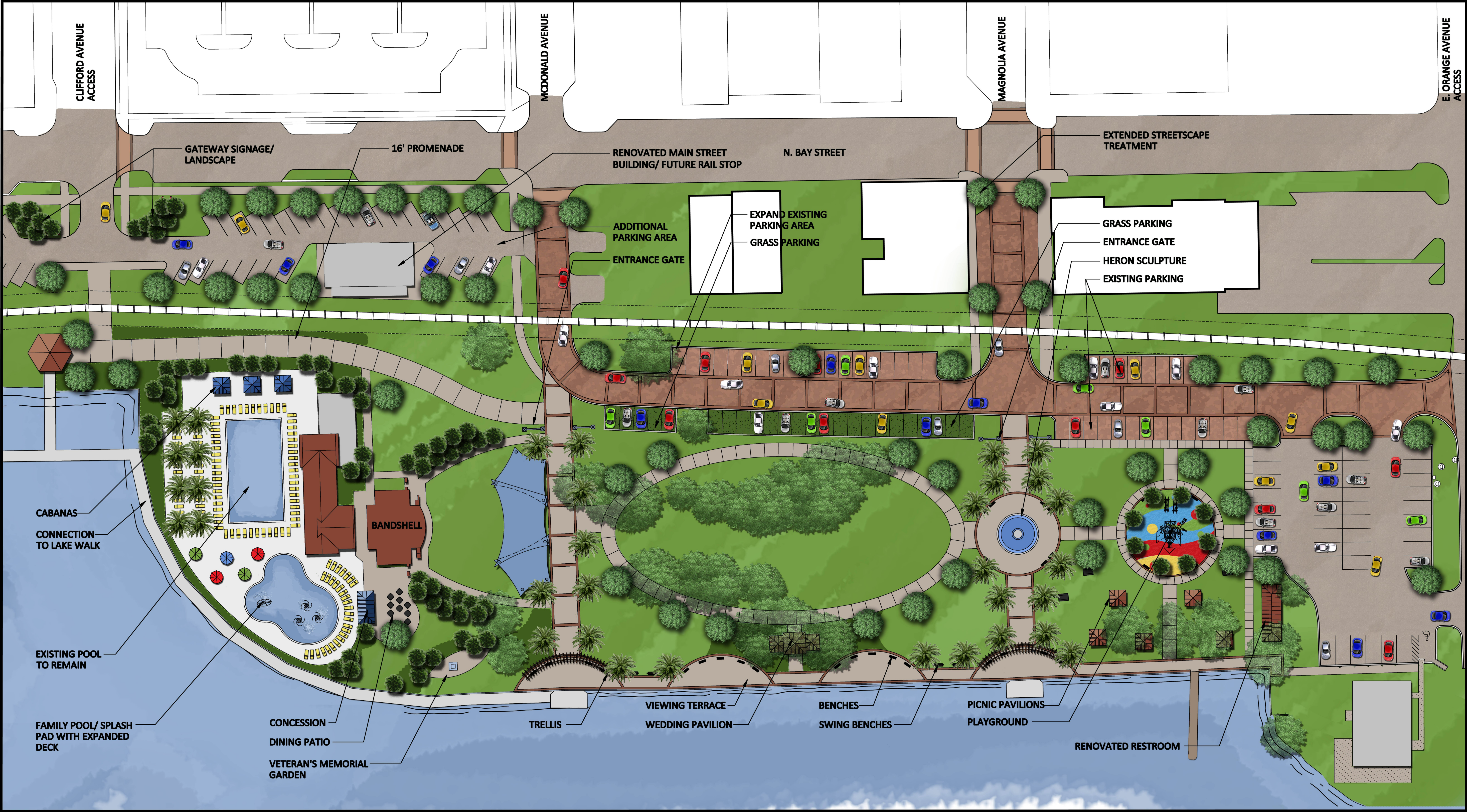
Attachments:

[Ferran Park Master Plan](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 15 Mar 2019
Approved - 15 Mar 2019



FERRAN PARK

EUSTIS, FLORIDA
MASTER PLAN





City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: APPOINTMENT TO THE DOWNTOWN AND EAST TOWN
REDEVELOPMENT AGENCY BOARD (CRA BOARD) - REPRESENTATIVE
FROM THE PORTION OF THE CRA EAST OF CENTER STREET - GAIL
ISAAC-THOMAS

Attachments:

[Staff Report - March 2019 Appoint Eastern Representative to CRA Board
ISAAC-THOMAS CRA BD APP](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 15 Mar 2019
Approved - 15 Mar 2019



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD L. NEIBERT, CITY MANAGER

DATE: MARCH 21, 2019

RE: APPOINTMENT TO THE DOWNTOWN AND EAST TOWN REDEVELOPMENT AGENCY BOARD (CRA BOARD) – REPRESENTATIVE FROM THE PORTION OF THE CRA EAST OF CENTER STREET – GAIL ISAAC-THOMAS

Summary:

On January 17, 2019, the Eustis City Commission appointed Daniel Kelsey to the CRA Board representing the western portion of the CRA and re-opened the application period to identify an applicant to represent the eastern portion of the CRA. Attached is an application from Gail Isaac-Thomas.

Background:

Resolution No. 18-47 created two additional positions on the CRA Board with the following criteria:

- A. Per Florida Statute 163.356, the new members must reside or be engaged in business in the Community Redevelopment Area.
- B. Per Florida Statute 163.357, the terms of office for the additional members shall be for four years, except that the first person appointed shall initially serve a term of two years.
- C. The two additional persons will engage in CRA matters, but will serve as non-voting members.
- D. The advertising and appointment process will be consistent with the advertising and appointment process for other City of Eustis boards and committees.
- E. The new members will represent geographic areas of the CRA. One member will represent the portion of the CRA east of Center Street and Center Street extended. The other member will represent the portion of the CRA west of Center Street and Center Street extended.
- F. In order to qualify to serve, the new members will have educational or professional experience in architecture, finance, construction, land-use, sustainability, and/or community redevelopment. Alternatively, the new members

will also qualify to serve with professional and/or residential experience in affordable housing.

- G. All members, including new members, are encouraged to engage in continuing education related to community redevelopment.

Based on the initial advertisement, City Commission appointed Daniel Kelsey to represent the portion of the CRA west of Center Street on January 17, 2019. At that same meeting, the City Commission authorized the re-opening of the application period to identify an applicant to represent the portion of the CRA east of Center Street. Attached is an application received from Gail Isaac-Thomas.

Staff is recommending that the City Commission appoint Gail Isaac-Thomas to the CRA Board as the representative for the area east of Center Street. This appointment is for a four year term.

Community Input:

There have been several opportunities for community input on this item. There will be another opportunity for community input when Eustis City Commission considers this item on March 21, 2019.

Budget and Staffing Impact:

Other than staff time, there are no anticipated costs as part of this item.

Prepared by:

Tom Carrino, Economic Development Director

Attachments:

CRA Board Application from Gail Isaac-Thomas

CITY OF EUSTIS

109-A East Orange Avenue

P.O. Drawer 68

Eustis, FL 32727-0068

Website - www.eustis.org

E-Mail - personnel@ci.eustis.fl.us

Phone - 352-483-5472

FAX - 352-483-0492

VOLUNTEER/COMMUNITY SERVICES APPLICATION

Date: _____

PLEASE LIST THE TYPE OF WORK THAT INTERESTS YOU AND THE DEPARTMENT(S) WHERE YOU WISH TO VOLUNTEER

- 1.) CRA COMMITTEE VOLUNTEER 3.) _____
2.) _____ 4.) _____

NAME: (GALE) GAIL ISAAC-THOMAS Telephone #: 352) 483-0950

PRESENT ADDRESS: 1140 BATES AVENUE EUSTIS FL 32726
Street/P.O. Box City State Zip

How long have you lived at this address? 24 yrs E-Mail Address: missgit56@yahoo.com

Have you filed an application here before? _____ Yes ☒ No If yes, when? _____

Have you ever worked for the City of Eustis? ☒ Yes _____ No If yes, when? 1987

Are you currently employed? _____ Yes ☒ No May we contact you at work? _____ Yes _____ No

What number can we reach or leave a message for you during the day? Phone #: 352) 483-0950

Are you available. _____ Full Time _____ Part Time _____ Temporary

Are you able to volunteer nights and weekends? _____ Yes _____ No

Do you possess a valid Fla. Driver's License or I.D.? ☒ Yes _____ No

Are you legally eligible for employment in the United States of America? ☒ Yes _____ No

Have you ever been convicted, pled guilty or no contest to, had prosecution deferred or adjudication withheld on a felony or first degree misdemeanor in any jurisdiction? _____ Yes ☒ No If yes, when: _____

Explain: _____
(Nature, severity and date of offense in relation to the position for which you are volunteering are considered.)

Do you have any criminal charges pending? _____ Yes ☒ No If yes, explain: _____

Are you able, physically or otherwise, to perform the job functions of the position for which you are volunteering?
☒ Yes _____ No If no, please explain: _____

Please list maiden or other names under which you may have worked or gone to school: _____

Please list the names of friends or relatives working for the City and their relationship to you: DEREK SCHAROTH,
MICHAEL HOLLAND, MARIE ALBERTI, KAREN LEHEUP, CARLA GRANT THOMPSON

PER 051-09

EQUAL OPPORTUNITY EMPLOYER

EMPLOYMENT RECORD: Please list your four most recent employers including full, part time, temporary and volunteer positions, beginning with the most recent.

Name & Address of Organization:

LAKE COUNTY SCHOOLS
EUSTIS HIGH SCHOOL

From 5/79 to 8/02
Month/Year Month/Year

Job Title: SCHOOL SECRETARY

Describe the work you did: _____

Reason for leaving: RETIRED

Name & Address of Organization:

WINN DIXIE
EUSTIS, FL

From 1/84 to 11/90
Month/Year Month/Year

Job Title: CASHIER

Describe the work you did: _____

Reason for leaving: PERSONAL LEAVE OF ABSENCE - GOT MARRIED

Name & Address of Organization:

MT. ZION P.B. CHURCH

From 1987 to 2008
Month/Year Month/Year

Job Title: ASST. CHURCH CLERK + FINANCE

Describe the work you did: _____

Reason for leaving: WAS HOSPITALIZED

Name & Address of Organization:

EUSTIS REC. GOLDEN SENIORS
BINGO/BREAKFAST

From AUG 2005 to _____
Month/Year Month/Year

Job Title: BINGO CALLER

Describe the work you did: _____

Reason for leaving: _____

EDUCATION AND SPECIALIZED TRAINING:

Circle Highest Grade Completed

GRAMMAR AND HIGH SCHOOL:

1 2 3 4 5 6 7 8 9 10 11 (12) GED

COLLEGE:

13 14 15 16

GRADUATE:

17 18 19 20

Please provide your educational background including the diploma, degree or certification received, as well as any technical or specialized training:

Name of High School (s): <u>EUSTIS HIGH</u> <u>LEE ADULT</u>	City and State: <u>EUSTIS, FL</u> <u>KEESBURG, FL</u>		
Name of College:	City and State:	Major:	Degree Received:
Name of Graduate School:	City and State:	Major:	Degree Received:
Other Trade, <u>Technical</u> , Etc: <u>LAKE CO. NO TECH</u>	City and State: <u>EUSTIS, FL</u>	Major: <u>SECRETARIAL</u>	Degree Received: <u>CERTIFICATE 1977</u>
Foreign Language Skills:	☐ Read ☐ Write ☐ Speak		

OTHER PROFESSIONAL MEMBERSHIPS OR SKILLS:

Please list any special qualifications not covered elsewhere in this application including computer skills, such as Word & Excel; typing, including words per minute typed; and any professional or civic memberships.

- | | |
|--|--------------------------|
| 1.) <u>EUSTIS GOLDEN SENIORS</u> | 3.) <u>ANGELIC TEENS</u> |
| 2.) <u>BATES AVENUE NEIGHBORHOOD COUNCIL</u> | 4.) _____ |
| 5.) <u>YOUNG LIFE OF LAKE COUNTY</u> | 6.) _____ |

REFERENCES:

Please list at least three (3) references who are not related to you. (Please provide complete addresses including Street, City, State and Zip.)

Name	Phone #	Name	Phone #
Address (Street, City, State, Zip)		Address (Street, City, State, Zip)	
Employer	Phone #	Employer	Phone #
Occupation		Occupation	
Name	Phone #	Name	Phone #
Address (Street, City, State, Zip)		Address (Street, City, State, Zip)	
Employer	Phone #	Employer	Phone #
Occupation		Occupation	

PLEASE SEE ATTACHED

HOURS AVAILABLE TO VOLUNTEER:

What days and hours are you available for work? _____

CERTIFICATE OF APPLICANT:

I certify that the answers given on this application are true and complete to the best of my knowledge. I agree to inform the City of any additional information relating to questions raised on the application, which occur subsequent to my completion of the application. I realize that misrepresentation of facts or the failure to update any information relating to questions on the application may be cause for rejection of this application or dismissal from volunteer/community services.

I authorize the City of Eustis to make any inquiries it desires concerning me. I authorize schools, references and my prior employers to provide my records, reason for leaving and all other information they may have concerning me to the City of Eustis. I release the City of Eustis and all other parties from any and all liabilities or claims for any damage that may result therefrom.

I understand that this application is not and is not intended to be a contract for employment.

SIGNATURE OF APPLICANT: _____

Date: _____

2-7-19

CONSENT OF PARENT OR LEGAL GUARDIAN

(All Volunteers Under 18 Years of Age Must Have Parent or Legal Guardian Complete This Section)

I the undersigned, the parent or legal guardian of _____, choose to permit _____ to participate as a volunteer for the City of Eustis. I understand that my child's or ward's services are being offered on a voluntary basis without anticipation of any financial remuneration and I agree to the terms and conditions as stated above.

I further authorize the City to perform a fingerprint criminal history background check through state and federal law enforcement agencies and/or criminal history checks through consumer reporting agencies, who may also provide information to the City on out-of-state or nation-wide criminal histories. I understand that final approval to volunteer is contingent upon the results of the criminal history check.

Signature of Parent or Legal Guardian: _____ Date: _____



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: APPOINTMENT TO FIREFIGHTERS' PENSION BOARD - KEN CARPENTER

Introduction:

The purpose of this report is for the City Commission to consider the reappointment of Ken Carpenter as the fifth member to the Firefighters' Pension Board.

Background:

The membership of the Firefighters' Pension Board of Trustees consists of five members, two of whom, must be legal residents of the municipality and must be appointed by the governing body of the municipality, and two of whom must be full-time firefighters who are elected by a majority of the active firefighters who are members of such plan. The fifth member shall be chosen by a majority of the previous four members and such person's name shall be submitted to the governing body of the municipality. Upon receipt of the fifth person's name, the governing body of the municipality shall, as a ministerial duty, appoint such person to the Board of Trustees. The fifth member shall have the same rights as each of the other four members, shall serve as trustee for a period of two years, and may succeed himself or herself in office - F.S. 175.061(1)(a).

Mr. Carpenter has served as the fifth member of the Pension Board since 2011. Previously, he served as one of the Commission appointed residents. As indicated on the attached reappointment request form, Mr. Carpenter is requesting reappointment as the fifth member as selected by the remaining board members. Currently, he serves as the Board Chairman as well. If approved, this appointment will be for two years and will expire March 31, 2021.

The Commission appointed members to the Pension Board are Jeffrey Stephan and Charles McMaster. The elected members are Joshua Mullaly and Michael Peckham.

Recommended Action:

The Firefighters' Pension Board of Trustees recommends the reappointment of Ken Carpenter.

Attachments:

[Carpenter request for reappt March 2019](#)

[EFPB Member Roster as of July 2018](#)

[Chap 70 - Firefighter Pension](#)

Reviewed by:

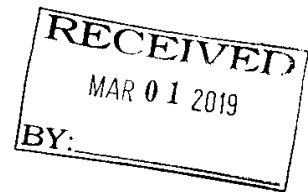
Ronald Neibert, City Manager

Approved - 15 Mar 2019

Mary Montez, City Clerk

Approved - 15 Mar 2019

City of Eustis
P.O. Drawer 68
Eustis, Florida 32727



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

Dear Sir or Madam:

☐ I no longer wish to serve on the following Board.
Effective Date: _____

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

Board: Fire Pension Bd. of Trustees

Name: Ken Carpenter

The date I am able to attend the Eustis City Commission Meeting is: 3/7/19 3/21/19 RD

My address is: 19332 Meador Lane, Eustis, FL 32736

My telephone number is: 352-223-5179

My e-mail address is: Ken.carpenter@unitedsouthernbank.com

Sincerely,

Signature: Ken Carpenter Date: 2-27-19

EUSTIS FIREFIGHTER PENSION BOARD	
Ken Carpenter (Appointed by other 4 members and confirmed by Commission) 19332 Meadow Lane Eustis, FL 32736 PH: 483-5880 (w) 223-5179 (cell) Email: Kenneth.carpenter@unitedsouthernbank.com Term Expires: 03/31/2019	Jeffrey P. Stephan 332 S. Center St. Eustis, FL 32726 PH: 352-589-0695 (H) 352-483-7060 (W) Email: funds@yahoo.com Term Expires: 07/16/2019
Charles McMaster 230 E. Floral Ave. Eustis, FL 32726 (352) 396-6684 Email: cmac53@live.com Appt: 7/5/2018 Term Expires: 1/19/2020	Michael Peckham (Elected position) c/o Eustis Fire Department 100 W. Norton Ave. Eustis, FL 32726 PH: 589-5457 Email: peckhamm@ci.eustis.fl.us Re-elected: December 2017 Term Expires: 01/31/2020
Joshua Mullaly (Elected position) c/o Eustis Fire Department 100 W. Norton Ave. Eustis, FL 32726 PH: 589-5457 Email: mullalyj@ci.eustis.fl.us Term Expires: 11/05/2019	Board Attorney: Kevin M. Stone, Esq. Stone & Gerken, P.A. 4850 North Hwy 19A Mount Dora, FL 32757 357-0330 kevin@stoneandgerken.com

Others to be contacted for Pension Board meetings:

Cindi (Kevin Stone's secretary)	cindi@stoneandgerken.com
Jack Evatt, Bogdahn Group	jacke@bogdahngroup.com
Patrick Donlan, Foster & Foster	Patrick@foster-foster.com
Steve Stack, ICC Capital	sstack@icccapital.com
Amanda Kish, Resource Centers	amanda@resourcecenters.com

Retiree:	
B. E. Pace	bepaceii@gmail.com

Subpart A - GENERAL ORDINANCES
Chapter 70 - PENSIONS AND RETIREMENT

ARTICLE III. MUNICIPAL FIREFIGHTERS' PENSION AND RETIREMENT SYSTEM

ARTICLE III. MUNICIPAL FIREFIGHTERS' PENSION AND RETIREMENT SYSTEM [\[2\]](#)

[Sec. 70-61. Established.](#)

[Sec. 70-62. Contributions.](#)

[Sec. 70-63. Participation in plan mandatory.](#)

[Sec. 70-64. Other local pension or relief funds.](#)

[Sec. 70-65. Custodial agreements authorized.](#)

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[Sec. 70-75. Deferred retirement option plan.](#)

[Secs. 70-76—70-100. Reserved.](#)

Sec. 70-61. Established.

- (a) There is established in the city a pension and retirement system for paid firefighters of the fire department of the city a firefighters' pension trust fund pursuant to the Charter and F.S. ch. 175. Except as specifically provided in this article to the contrary, the local law plan requirements of F.S. ch. 175 shall be applicable.
- (b) The trust fund is a local pension plan as allowed by F.S. § 175.351. Pursuant to such law, the plan shall meet the requirements of F.S. § 175.351. The trust fund shall be administered by a board of trustees as provided in F.S. ch. 175.

(Code 1959, § 15-11)

Sec. 70-62. Contributions.

- (a) *Contributions by the city to the firefighters' pension trust fund.* The city shall contribute to the firefighters' pension trust fund annually an amount which, together with the contributions from the firefighters and the amount derived from the premium tax and other sources allowed by law, will be sufficient to meet the normal cost of the firefighters' pension trust fund and to fund the actuarial deficiency over a period of not more than 40 years. The city's contribution shall not be required unless the contribution of the firefighters reaches the five percent level as provided in this section.

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ARTICLE III. MUNICIPAL FIREFIGHTERS' PENSION AND RETIREMENT SYSTEM

- (b) *Contributions by firefighters to the firefighters' pension trust fund.* The city shall pay into the firefighters' pension trust fund an amount not less than one percent nor more than five percent of the salary of each firefighter who is a member of the fire department and eligible for inclusion in the firefighters' pension trust fund, which one to five percent shall be deducted by the city from the compensation due to the firefighter. Currently, the firefighter contribution is one percent of annual compensation and shall increase by an additional one percent of annual compensation on November 1 each year until the firefighter contribution is a total of four percent of annual compensation. Provided however that the firefighters' increases in contributions as set forth herein is conditioned on the firefighters receiving pay increases for each year that the firefighters' contribution is to increase in an amount that is no less than the amount of the increased contribution required hereunder. No firefighter shall have any right to the money so paid into the firefighters' pension trust fund except as provided by law and the firefighters' pension trust fund.

(Code 1959, § 15-12; Ord. No. 03-66, § 3, 1-6-2004)

Sec. 70-63. Participation in plan mandatory.

Any firefighter of the city who is eligible for inclusion into the plan must join this fund as a prerequisite to employment in the fire department. Any firefighter that meets that definition found in F.S. § 175.032(8)(a) is eligible for inclusion in the plan. Provided, however the fire chief shall have the option to participate or not participate in the plan pursuant to F.S. § 175.032(8)(a).

(Code 1959, § 15-13; Ord. No. 04-42, § 1, 8-5-2004)

Sec. 70-64. Other local pension or relief funds.

No firefighter beneficiary of this pension fund may also be a beneficiary or recipient or member of a local pension or relief fund established under any other state law.

(Code 1959, § 15-14)

Sec. 70-65. Custodial agreements authorized.

The board of trustees in administering the retirement system may enter into custodial agreements with any bank or trust company licensed to do business in the state.

(Code 1959, § 15-15)

Sec. 70-66. Effect of article; insurance to implement systems.

Nothing in this article shall be construed to repeal, rescind or replace any existing system of pension or retirement to which any firefighter is a member, but may be coordinated with such system in its continuation.

(Code 1959, § 15-16)

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

The amount of monthly retirement income payable to a firefighter of the city who is currently employed as of or is first hired after January 6, 2004, who retires on or after his or her normal retirement date shall be in an amount equal to the number of years of credited service multiplied by four percent of

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his or her average final compensation. The amount of monthly retirement income payable to a firefighter of the city who is eligible to participate in the firefighters' pension trust fund but who is not employed as of January 6, 2004, shall be 2.5 percent of his or her average final compensation for years of service prior to October 1, 1998, and by three percent of his or her average final compensation for years of service after October 1, 1998. Provided however, that should a firefighter of the city who has previously been employed by the city as a firefighter and who has left the city's employment prior to January 6, 2004, subsequently be rehired by the city after January 6, 2004, as a firefighter, then such firefighter shall receive on his or her normal retirement date a monthly retirement income equal to 2.5 percent of his or her average final compensation for years of service prior to October 1, 1998, 3.0 percent of his or her average final compensation for years of service between October 1, 1998, and January 6, 2004, and 4.0 percent of his or her average final compensation for years of service after January 6, 2004. Provided however, in no event may a firefighter receiving benefits from the firefighters' pension trust fund receive a monthly retirement income in excess of 100 percent of such firefighter's average final compensation.

(Code 1959, § 15-17; Ord. No. 98-31, § 1, 9-17-1998; Ord. No. 03-66, § 2, 1-6-2004)

Sec. 70-68. Investment of retirement funds.

The board of trustees of the firefighters' pension fund may invest and reinvest the assets of the firefighters' pension fund in: real estate investments, investment grade bonds, stocks or other evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, foreign securities, provided:

- (1) The corporation is listed on any one or more of the recognized national stock exchanges;
- (2) The board of trustees of the firefighters' pension fund shall not invest more than five percent of its assets in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent of the outstanding capital stock of that company, nor shall the aggregate of its investments under this section at cost exceed 60 percent of the fund's assets;
- (3) The board of trustees shall not invest more than 25 percent of plan assets in foreign securities on a market-value basis.

(Code 1959, § 15-18; Ord. No. 96-32, § 1, 9-9-1996; Ord. No. 98-31, § 2, 9-17-1998; Ord. No. 05-24, § 1, 8-4-2005; Ord. No. 10-06, § 1, 6-3-2010)

Sec. 70-69. Retirement age.

Firefighters shall be eligible for normal retirement benefits at age 55 years and after completing at least ten years of service as a firefighter or age 52 years with 25 years of contributing service.

(Code 1959, § 15-20)

Sec. 70-70. Definition of "average final compensation."

- (a) Average final compensation for a full-time firefighter means one-twelfth of the average annual compensation of the five best years of the last ten years of creditable service prior to retirement, termination or death, or the career average as a full-time firefighter since July 1, 1953, whichever is greater. Accumulated leave paid at retirement in a lump sum is included in average final compensation. A year shall be 12 consecutive months.

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- (b) The average final compensation for a volunteer firefighter means the average salary of the ten best contributing years prior to change in status to a permanent full-time firefighter or retirement as a volunteer firefighter or the career average of a volunteer firefighter since July 1, 1953, whichever is greater. A year shall be 12 consecutive months.

(Code 1959, § 15-21; Ord. No. 96-33, § 1, 9-9-1996)

Cross reference— Definitions generally, § 1-2.

Sec. 70-71. Firefighter disability benefits.

Firefighters shall be entitled to disability benefits as follows:

- (1) A firefighter may retire from the service of the city under the plan if, prior to his normal retirement date, the firefighter becomes totally and permanently disabled as defined in subsection (2) of this section by reason or any cause other than a cause set out in subsection (3) of this section on or after the effective date of the plan. Such retirement shall be referred to as "disability retirement."
- (2) A firefighter will be considered totally disabled if, in the opinion of the board of trustees, he is wholly prevented from rendering useful and efficient service as a firefighter; and a firefighter will be considered permanently disabled if, in the opinion of the board of trustees, such firefighter is likely to remain so disabled continuously and permanently from a cause other than as specified in subsection (3) of this section.
- (3) A firefighter will not be entitled to receive any disability retirement income if the disability is a result of:
 - a. Excessive and habitual use by the firefighter of drugs, intoxicants or narcotics.
 - b. Injury or disease sustained by the firefighter while willfully and illegally participating in fights, riots or civil insurrections, or while committing a crime.
 - c. Injury or disease sustained by the firefighter while serving in any armed forces.
 - d. Injury or disease sustained by the firefighter after his employment has terminated.
- (4) No firefighter shall be permitted to retire under the provisions of this section until examined by a duly qualified physician or surgeon, to be selected by the board of trustees for that purpose, and is found to be disabled in the degree and in the manner specified in this section. Any firefighter retiring under this section shall be examined periodically by a duly qualified physician or surgeon or board of physicians and surgeons, to be selected by the board of trustees for that purpose, to determine if such disability has ceased to exist.
- (5) The benefit payable to a firefighter who retires from the city due to total and permanent disability as a direct result of a disability commencing prior to his normal retirement date is the monthly income payable for ten years certain and life for which, if the firefighter's disability occurred in the line of duty, his monthly benefit shall be the accrued retirement benefit, but shall not be less than 65 percent of his average monthly salary at the time of disability. If the disability is other than in the line of duty, the firefighter's monthly benefit shall be the accrued normal retirement benefit, but shall not be less than 25 percent of his average monthly salary at the time of disability.
- (6) a. The monthly retirement income to which a firefighter is entitled in the event of his or her disability retirement shall be payable on the first day of the first month after the board of trustees determines such entitlement. However, the monthly retirement income shall be

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payable as of the date the board determines such entitlement, and any portion due for a partial month shall be paid together with the first payment.

- b. The last payment will be:
 - 1. If the firefighter recovers from the disability, the payment due next preceding the date of such recovery; or
 - 2. If the firefighter dies without recovering from the disability, the payment due next preceding his or her death or the 120th monthly payment, whichever is later.
 - c. In lieu of the benefit payment as provided in this subsection, a firefighter may select an option form as provided in F.S. § 175.171.
 - d. Any monthly retirement income payments due after the death of a disabled firefighter shall be paid to the firefighter's designated beneficiary (or beneficiaries) as provided in F.S. §§ 175.181 and 175.201.
- (7) If the board of trustees finds that a firefighter who is receiving a disability retirement income is, at any time prior to his normal retirement date, no longer disabled, the board of trustees shall direct that the disability retirement income be discontinued. "Recovery from disability" means the ability of the firefighter to render useful and efficient service as a firefighter.
- (8) If the firefighter recovers from disability and reenters as a firefighter, his service shall be deemed to have been continuous; but the period beginning with the first month for which he received a disability retirement income payment and ending with the date he reentered service will not be considered as credited service for the purpose of the plan.

(Code 1959, § 15-22; Ord. No. 99-30, §§ 1, 2, 11-18-1999; Ord. No. 00-24, §§ 1, 2, 9-21-2000; Ord. No. 03-66, §1, 1-6-2004)

Sec. 70-72. Reentry of eligible participants into the firefighters' pension fund.

If a participant who has withdrawn from the firefighters' pension plan is rehired and is eligible to be a participant in the plan within 24 months of withdrawal and termination, the firefighter may reenter the plan at withdrawal level provided the participant repays to the plan the sum equal to the amount the participant withdrew at termination together with interest at the rate of actuarial assumption at the date of the last actuarial study. If the firefighter had not withdrawn his money from the plan, the interest would not be assessed. The payment shall be made within 60 days of rehire or the privilege shall lapse and the firefighter will enter the plan as any other newly employed firefighter. The provision of this section shall not be retroactive.

(Code 1959, § 15-23)

Sec. 70-73. Direct transfers of eligible rollover distributions.

- (a) *Generally.* This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the system to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the board of trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

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Direct rollover means a payment by the plan to the eligible retirement plan specified by the distributee.

Distributee means an employee or former employee. In addition, the employee's or former employee's surviving spouse is a distributee with regard to the interest of the spouse.

Eligible retirement plan means an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity plan described in section 403(a) of the Internal Revenue Code, or a qualified trust described in section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

Eligible rollover distribution means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the distributee or the joint lives or joint life expectancies of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includable in gross income.

(Ord. No. 94-34, § 1, 12-1-1994)

Sec. 70-74. Death prior to retirement; refunds or contributions or payment of death benefits.

- (a) If a firefighter dies before being eligible to retire, the heirs, legatees, beneficiaries, or personal representatives of such deceased firefighter shall be entitled to a refund of 100 percent, without interest, of the contribution made to the firefighters' pension trust fund by such deceased firefighter or, in the event an annuity or life insurance contract has been purchased by the board of trustees on such firefighter, then to the death benefits available under such life insurance or annuity contract, subject to the limitations on such death benefits set forth in F.S. § 175.081, whichever amount is greater.
- (b) If a firefighter having at least ten years of credited service dies prior to retirement, his or her beneficiary is entitled to the benefits otherwise payable to the firefighter at early or normal retirement age.
- (c) In the event that a death benefit paid by a life insurance company exceeds the limits set forth in F.S. § 175.081, the excess of the death benefit over the limit shall be paid to the firefighters' pension trust fund. However, death benefits as provided pursuant to F.S. § 112.191 or any other state or federal law shall not be included in the calculation of death or retirement benefits provided by this article.

(Ord. No. 01-11, § 1, 5-17-2001)

Sec. 70-75. Deferred retirement option plan.

- (a) A deferred retirement option plan (DROP) is hereby created.
- (b) A member who is eligible for normal retirement shall be eligible to enter the deferred retirement option plan beginning on the first day of the month following their eligibility for normal retirement or on the first day of any month thereafter. Participation in the deferred retirement option plan shall be limited to 60 consecutive months. As of the first day of each month of a member's period of participation in the deferred retirement option plan, the monthly retirement benefit he or she would have received under the system had the firefighter terminated employment as a firefighter and

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elected to receive monthly benefit payments thereunder, shall be transferred to a deferred retirement option plan account created for the member under the system.

- (c) Upon entry into the deferred retirement option plan, a member shall be considered a retired member of the system. The member's benefits shall be calculated as if the member had actually separated from service and no further credited service salary increases, or system changes (except for any additional benefits provided under any cost-of-living adjustment for retirees in the system) shall apply to a member in the deferred retirement option plan for purposes of determining the member's benefit under the system. In all other respects however, the member shall remain an active member of the fire department and otherwise be eligible for all other contractual and job benefits.
- (d) Upon entry into the deferred retirement option plan, a member shall not be permitted to contribute to the system and shall no longer be eligible for disability or retirement death benefits. In the event that a member suffers a disabling injury, the member shall commence a regular service retirement. In the event that a member in the deferred retirement option plan shall die, the member shall be treated the same as any other retired member who dies and any survivorship option which the member may have elected shall be paid in accordance with the provisions of the system. In the event of the death of a member, the deferred retirement option plan benefit shall be distributed to the named beneficiary or beneficiaries. In the event that no beneficiary has been named by the member, the deferred retirement option plan account balance shall be paid to the member's estate.
- (e) By entering into the deferred retirement option plan, a member agrees to terminate active service with the fire department not later than 60 months following the date of entry into the deferred retirement option plan. Nothing shall prohibit a member who has entered the deferred retirement option plan or the city from terminating service prior to the expiration of 60 months.
- (f) Upon separation from service and the commencement of the receipt of retirement benefits, a member shall be eligible for distribution of the deferred retirement option plan account. The deferred retirement option plan account may be distributed in a lump sum, may be rolled over to another qualified retirement system, may be made in periodic payments, or any other form approved by the board of trustees. In no instance shall the method of distribution result in the payment of any amount which exceeds the balance in the deferred retirement option plan account.
- (g) A member's participation in the deferred retirement option plan shall cease by:
 - (1) Continuation of his employment as a firefighter at the end of his period of participation in the deferred retirement option plan as determined under subsection (e) of this section.
 - (2) Termination of his employment as a firefighter.

Upon the member's termination of participation in the deferred retirement option plan, all amounts provided for in subsection (b) of this section, including monthly benefits and investments earnings and losses and interest, shall cease to be transferred from the system to his deferred retirement option plan account. A member who terminates his participation in the deferred retirement option plan under this section shall not be permitted to again become a participant in the deferred retirement option plan.

- (h) A member's deferred retirement option plan account shall be debited or credited after each fiscal year quarter with either: (i) interest at the rate applicable to the Florida Retirement System deferred retirement option plan for the calendar quarter immediately preceding the system's deferred retirement option plan calculation, or (ii) earnings, determined as follows: the average daily balance in a member's deferred retirement option plan account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the system for that quarter. "Net rate of investment return" for the purpose of this subsection is the total return of the assets in which the member's deferred retirement option plan account is invested by the board net of brokerage commissions, transaction costs and management fees. Upon electing participating in the deferred retirement option plan, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election only

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once during his deferred retirement option plan participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter. A member's deferred retirement option plan account shall only be credited or debited with earnings or interest and monthly benefits while the member is a participant in the deferred retirement option plan and after the member dies, retires, or terminates his employment as a firefighter. If a member is employed by the city fire department after electing to cease participation in the deferred retirement option plan pursuant to subsection (g) of this section or after participating in the deferred retirement option plan for five years, then beginning with the next payment following cessation of participation or beginning with the member's 61st month of deferred retirement option plan participation, whichever occurs first, the member's deferred retirement option plan account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the deferred retirement option plan account. All such nontransferred amounts shall be forfeited and continue to be forfeited while the member is employed by the city fire department. A member employed by the city fire department after five years of deferred retirement option plan participation will not be eligible for preretirement death or disability benefits, nor will he or she accrue additional credited service.

- (i) Effect of deferred retirement option plan participation on employment. Participation in the deferred retirement option plan is not a guarantee of employment and deferred retirement option plan participants shall be subject to the same employment standards and policies that are applicable to employees who are not deferred retirement option plan participants.

(Ord. No. 05-24, § 2, 8-4-2005)

Secs. 70-76—70-100. Reserved.

FOOTNOTE(S):

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State Law reference— Municipal firefighters' pension and retirement, F.S. ch. 175. [\(Back\)](#)



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: APPOINTMENT TO FIREFIGHTER'S PENSION BOARD - JEFFREY P. STEPHAN

Introduction:

This item is for consideration of the reappointment of Jeffrey Stephan to the Fire Pension Board for a term to end July 16, 2021.

Background:

The membership of the Firefighters' Pension Board of Trustees consists of five members, two of whom, must be legal residents of the municipality and must be appointed by the Commission, and two of whom must be full-time firefighters who are elected by a majority of the active firefighters who are members of the plan. The fifth member is chosen by a majority of the other four members and then that person's name is submitted to the Commission for ratification. All board members serve for a period of two years.

Mr. Stephan was first appointed to the Pension Board January 19, 2017. That term of appointment will expire July 16, 2019. Mr. Stephan has served well on the Pension Board and has stated his desire to be reappointed for a two-year term. If approved, the new term will expire July 16, 2021.

Recommended Action:

Staff recommends approval of the reappointment of Jeffrey Stephan to the Firefighters' Pension Board of Trustees.

Attachments:

[Stephan Reappt Request Letter 2-13-2019](#)

[EFPB Member Roster as of July 2018](#)

[Chap 70 - Firefighter Pension](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 15 Mar 2019
Approved - 15 Mar 2019

City of Eustis
P.O. Drawer 68
Eustis, Florida 32727

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

Attending March 7th Meeting

Dear Sir or Madam:

☐ I no longer wish to serve on the following Board.
Effective Date: _____

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

Board: *Fire Pension*

Name: ~~Jeff~~ *Jeffrey Stephen*

The date I am able to attend the Eustis City Commission Meeting is: _____

My address is: *332 S Center St. Eustis, FL 32724*

My telephone number is: *352 483 7060*

My e-mail address is: *jeffrey.stephen@lp1.com*

Sincerely,

Signature: *Jeffrey Stephen* Date: *2/8/12*

EUSTIS FIREFIGHTER PENSION BOARD	
Ken Carpenter (Appointed by other 4 members and confirmed by Commission) 19332 Meadow Lane Eustis, FL 32736 PH: 483-5880 (w) 223-5179 (cell) Email: Kenneth.carpenter@unitedsouthernbank.com Term Expires: 03/31/2019	Jeffrey P. Stephan 332 S. Center St. Eustis, FL 32726 PH: 352-589-0695 (H) 352-483-7060 (W) Email: funds@yahoo.com Term Expires: 07/16/2019
Charles McMaster 230 E. Floral Ave. Eustis, FL 32726 (352) 396-6684 Email: cmac53@live.com Appt: 7/5/2018 Term Expires: 1/19/2020	Michael Peckham (Elected position) c/o Eustis Fire Department 100 W. Norton Ave. Eustis, FL 32726 PH: 589-5457 Email: peckhamm@ci.eustis.fl.us Re-elected: December 2017 Term Expires: 01/31/2020
Joshua Mullaly (Elected position) c/o Eustis Fire Department 100 W. Norton Ave. Eustis, FL 32726 PH: 589-5457 Email: mullalyj@ci.eustis.fl.us Term Expires: 11/05/2019	Board Attorney: Kevin M. Stone, Esq. Stone & Gerken, P.A. 4850 North Hwy 19A Mount Dora, FL 32757 357-0330 kevin@stoneandgerken.com

Others to be contacted for Pension Board meetings:

Cindi (Kevin Stone's secretary) cindi@stoneandgerken.com
 Jack Evatt, Bogdahn Group jacke@bogdahngroup.com
 Patrick Donlan, Foster & Foster Patrick@foster-foster.com
 Steve Stack, ICC Capital sstack@icccapital.com
 Amanda Kish, Resource Centers amanda@resourcecenters.com

Retiree:
 B. E. Pace bepaceii@gmail.com

(members in order of term expiration date) rev. July 2015

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ARTICLE III. MUNICIPAL FIREFIGHTERS' PENSION AND RETIREMENT SYSTEM ^[2]

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Sec. 70-61. Established.

- (a) There is established in the city a pension and retirement system for paid firefighters of the fire department of the city a firefighters' pension trust fund pursuant to the Charter and F.S. ch. 175. Except as specifically provided in this article to the contrary, the local law plan requirements of F.S. ch. 175 shall be applicable.
- (b) The trust fund is a local pension plan as allowed by F.S. § 175.351. Pursuant to such law, the plan shall meet the requirements of F.S. § 175.351. The trust fund shall be administered by a board of trustees as provided in F.S. ch. 175.

(Code 1959, § 15-11)

Sec. 70-62. Contributions.

- (a) *Contributions by the city to the firefighters' pension trust fund.* The city shall contribute to the firefighters' pension trust fund annually an amount which, together with the contributions from the firefighters and the amount derived from the premium tax and other sources allowed by law, will be sufficient to meet the normal cost of the firefighters' pension trust fund and to fund the actuarial deficiency over a period of not more than 40 years. The city's contribution shall not be required unless the contribution of the firefighters reaches the five percent level as provided in this section.

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- (b) *Contributions by firefighters to the firefighters' pension trust fund.* The city shall pay into the firefighters' pension trust fund an amount not less than one percent nor more than five percent of the salary of each firefighter who is a member of the fire department and eligible for inclusion in the firefighters' pension trust fund, which one to five percent shall be deducted by the city from the compensation due to the firefighter. Currently, the firefighter contribution is one percent of annual compensation and shall increase by an additional one percent of annual compensation on November 1 each year until the firefighter contribution is a total of four percent of annual compensation. Provided however that the firefighters' increases in contributions as set forth herein is conditioned on the firefighters receiving pay increases for each year that the firefighters' contribution is to increase in an amount that is no less than the amount of the increased contribution required hereunder. No firefighter shall have any right to the money so paid into the firefighters' pension trust fund except as provided by law and the firefighters' pension trust fund.

(Code 1959, § 15-12; Ord. No. 03-66, § 3, 1-6-2004)

Sec. 70-63. Participation in plan mandatory.

Any firefighter of the city who is eligible for inclusion into the plan must join this fund as a prerequisite to employment in the fire department. Any firefighter that meets that definition found in F.S. § 175.032(8)(a) is eligible for inclusion in the plan. Provided, however the fire chief shall have the option to participate or not participate in the plan pursuant to F.S. § 175.032(8)(a).

(Code 1959, § 15-13; Ord. No. 04-42, § 1, 8-5-2004)

Sec. 70-64. Other local pension or relief funds.

No firefighter beneficiary of this pension fund may also be a beneficiary or recipient or member of a local pension or relief fund established under any other state law.

(Code 1959, § 15-14)

Sec. 70-65. Custodial agreements authorized.

The board of trustees in administering the retirement system may enter into custodial agreements with any bank or trust company licensed to do business in the state.

(Code 1959, § 15-15)

Sec. 70-66. Effect of article; insurance to implement systems.

Nothing in this article shall be construed to repeal, rescind or replace any existing system of pension or retirement to which any firefighter is a member, but may be coordinated with such system in its continuation.

(Code 1959, § 15-16)

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

The amount of monthly retirement income payable to a firefighter of the city who is currently employed as of or is first hired after January 6, 2004, who retires on or after his or her normal retirement date shall be in an amount equal to the number of years of credited service multiplied by four percent of

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his or her average final compensation. The amount of monthly retirement income payable to a firefighter of the city who is eligible to participate in the firefighters' pension trust fund but who is not employed as of January 6, 2004, shall be 2.5 percent of his or her average final compensation for years of service prior to October 1, 1998, and by three percent of his or her average final compensation for years of service after October 1, 1998. Provided however, that should a firefighter of the city who has previously been employed by the city as a firefighter and who has left the city's employment prior to January 6, 2004, subsequently be rehired by the city after January 6, 2004, as a firefighter, then such firefighter shall receive on his or her normal retirement date a monthly retirement income equal to 2.5 percent of his or her average final compensation for years of service prior to October 1, 1998, 3.0 percent of his or her average final compensation for years of service between October 1, 1998, and January 6, 2004, and 4.0 percent of his or her average final compensation for years of service after January 6, 2004. Provided however, in no event may a firefighter receiving benefits from the firefighters' pension trust fund receive a monthly retirement income in excess of 100 percent of such firefighter's average final compensation.

(Code 1959, § 15-17; Ord. No. 98-31, § 1, 9-17-1998; Ord. No. 03-66, § 2, 1-6-2004)

Sec. 70-68. Investment of retirement funds.

The board of trustees of the firefighters' pension fund may invest and reinvest the assets of the firefighters' pension fund in: real estate investments, investment grade bonds, stocks or other evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, foreign securities, provided:

- (1) The corporation is listed on any one or more of the recognized national stock exchanges;
- (2) The board of trustees of the firefighters' pension fund shall not invest more than five percent of its assets in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent of the outstanding capital stock of that company, nor shall the aggregate of its investments under this section at cost exceed 60 percent of the fund's assets;
- (3) The board of trustees shall not invest more than 25 percent of plan assets in foreign securities on a market-value basis.

(Code 1959, § 15-18; Ord. No. 96-32, § 1, 9-9-1996; Ord. No. 98-31, § 2, 9-17-1998; Ord. No. 05-24, § 1, 8-4-2005; Ord. No. 10-06, § 1, 6-3-2010)

Sec. 70-69. Retirement age.

Firefighters shall be eligible for normal retirement benefits at age 55 years and after completing at least ten years of service as a firefighter or age 52 years with 25 years of contributing service.

(Code 1959, § 15-20)

Sec. 70-70. Definition of "average final compensation."

- (a) Average final compensation for a full-time firefighter means one-twelfth of the average annual compensation of the five best years of the last ten years of creditable service prior to retirement, termination or death, or the career average as a full-time firefighter since July 1, 1953, whichever is greater. Accumulated leave paid at retirement in a lump sum is included in average final compensation. A year shall be 12 consecutive months.

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- (b) The average final compensation for a volunteer firefighter means the average salary of the ten best contributing years prior to change in status to a permanent full-time firefighter or retirement as a volunteer firefighter or the career average of a volunteer firefighter since July 1, 1953, whichever is greater. A year shall be 12 consecutive months.

(Code 1959, § 15-21; Ord. No. 96-33, § 1, 9-9-1996)

Cross reference— Definitions generally, § 1-2.

Sec. 70-71. Firefighter disability benefits.

Firefighters shall be entitled to disability benefits as follows:

- (1) A firefighter may retire from the service of the city under the plan if, prior to his normal retirement date, the firefighter becomes totally and permanently disabled as defined in subsection (2) of this section by reason or any cause other than a cause set out in subsection (3) of this section on or after the effective date of the plan. Such retirement shall be referred to as "disability retirement."
- (2) A firefighter will be considered totally disabled if, in the opinion of the board of trustees, he is wholly prevented from rendering useful and efficient service as a firefighter; and a firefighter will be considered permanently disabled if, in the opinion of the board of trustees, such firefighter is likely to remain so disabled continuously and permanently from a cause other than as specified in subsection (3) of this section.
- (3) A firefighter will not be entitled to receive any disability retirement income if the disability is a result of:
 - a. Excessive and habitual use by the firefighter of drugs, intoxicants or narcotics.
 - b. Injury or disease sustained by the firefighter while willfully and illegally participating in fights, riots or civil insurrections, or while committing a crime.
 - c. Injury or disease sustained by the firefighter while serving in any armed forces.
 - d. Injury or disease sustained by the firefighter after his employment has terminated.
- (4) No firefighter shall be permitted to retire under the provisions of this section until examined by a duly qualified physician or surgeon, to be selected by the board of trustees for that purpose, and is found to be disabled in the degree and in the manner specified in this section. Any firefighter retiring under this section shall be examined periodically by a duly qualified physician or surgeon or board of physicians and surgeons, to be selected by the board of trustees for that purpose, to determine if such disability has ceased to exist.
- (5) The benefit payable to a firefighter who retires from the city due to total and permanent disability as a direct result of a disability commencing prior to his normal retirement date is the monthly income payable for ten years certain and life for which, if the firefighter's disability occurred in the line of duty, his monthly benefit shall be the accrued retirement benefit, but shall not be less than 65 percent of his average monthly salary at the time of disability. If the disability is other than in the line of duty, the firefighter's monthly benefit shall be the accrued normal retirement benefit, but shall not be less than 25 percent of his average monthly salary at the time of disability.
- (6) a. The monthly retirement income to which a firefighter is entitled in the event of his or her disability retirement shall be payable on the first day of the first month after the board of trustees determines such entitlement. However, the monthly retirement income shall be

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payable as of the date the board determines such entitlement, and any portion due for a partial month shall be paid together with the first payment.

- b. The last payment will be:
 - 1. If the firefighter recovers from the disability, the payment due next preceding the date of such recovery; or
 - 2. If the firefighter dies without recovering from the disability, the payment due next preceding his or her death or the 120th monthly payment, whichever is later.
 - c. In lieu of the benefit payment as provided in this subsection, a firefighter may select an option form as provided in F.S. § 175.171.
 - d. Any monthly retirement income payments due after the death of a disabled firefighter shall be paid to the firefighter's designated beneficiary (or beneficiaries) as provided in F.S. §§ 175.181 and 175.201.
- (7) If the board of trustees finds that a firefighter who is receiving a disability retirement income is, at any time prior to his normal retirement date, no longer disabled, the board of trustees shall direct that the disability retirement income be discontinued. "Recovery from disability" means the ability of the firefighter to render useful and efficient service as a firefighter.
- (8) If the firefighter recovers from disability and reenters as a firefighter, his service shall be deemed to have been continuous; but the period beginning with the first month for which he received a disability retirement income payment and ending with the date he reentered service will not be considered as credited service for the purpose of the plan.

(Code 1959, § 15-22; Ord. No. 99-30, §§ 1, 2, 11-18-1999; Ord. No. 00-24, §§ 1, 2, 9-21-2000; Ord. No. 03-66, §1, 1-6-2004)

Sec. 70-72. Reentry of eligible participants into the firefighters' pension fund.

If a participant who has withdrawn from the firefighters' pension plan is rehired and is eligible to be a participant in the plan within 24 months of withdrawal and termination, the firefighter may reenter the plan at withdrawal level provided the participant repays to the plan the sum equal to the amount the participant withdrew at termination together with interest at the rate of actuarial assumption at the date of the last actuarial study. If the firefighter had not withdrawn his money from the plan, the interest would not be assessed. The payment shall be made within 60 days of rehire or the privilege shall lapse and the firefighter will enter the plan as any other newly employed firefighter. The provision of this section shall not be retroactive.

(Code 1959, § 15-23)

Sec. 70-73. Direct transfers of eligible rollover distributions.

- (a) *Generally.* This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the system to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the board of trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

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Direct rollover means a payment by the plan to the eligible retirement plan specified by the distributee.

Distributee means an employee or former employee. In addition, the employee's or former employee's surviving spouse is a distributee with regard to the interest of the spouse.

Eligible retirement plan means an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, an annuity plan described in section 403(a) of the Internal Revenue Code, or a qualified trust described in section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

Eligible rollover distribution means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the distributee or the joint lives or joint life expectancies of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includable in gross income.

(Ord. No. 94-34, § 1, 12-1-1994)

Sec. 70-74. Death prior to retirement; refunds or contributions or payment of death benefits.

- (a) If a firefighter dies before being eligible to retire, the heirs, legatees, beneficiaries, or personal representatives of such deceased firefighter shall be entitled to a refund of 100 percent, without interest, of the contribution made to the firefighters' pension trust fund by such deceased firefighter or, in the event an annuity or life insurance contract has been purchased by the board of trustees on such firefighter, then to the death benefits available under such life insurance or annuity contract, subject to the limitations on such death benefits set forth in F.S. § 175.081, whichever amount is greater.
- (b) If a firefighter having at least ten years of credited service dies prior to retirement, his or her beneficiary is entitled to the benefits otherwise payable to the firefighter at early or normal retirement age.
- (c) In the event that a death benefit paid by a life insurance company exceeds the limits set forth in F.S. § 175.081, the excess of the death benefit over the limit shall be paid to the firefighters' pension trust fund. However, death benefits as provided pursuant to F.S. § 112.191 or any other state or federal law shall not be included in the calculation of death or retirement benefits provided by this article.

(Ord. No. 01-11, § 1, 5-17-2001)

Sec. 70-75. Deferred retirement option plan.

- (a) A deferred retirement option plan (DROP) is hereby created.
- (b) A member who is eligible for normal retirement shall be eligible to enter the deferred retirement option plan beginning on the first day of the month following their eligibility for normal retirement or on the first day of any month thereafter. Participation in the deferred retirement option plan shall be limited to 60 consecutive months. As of the first day of each month of a member's period of participation in the deferred retirement option plan, the monthly retirement benefit he or she would have received under the system had the firefighter terminated employment as a firefighter and

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elected to receive monthly benefit payments thereunder, shall be transferred to a deferred retirement option plan account created for the member under the system.

- (c) Upon entry into the deferred retirement option plan, a member shall be considered a retired member of the system. The member's benefits shall be calculated as if the member had actually separated from service and no further credited service salary increases, or system changes (except for any additional benefits provided under any cost-of-living adjustment for retirees in the system) shall apply to a member in the deferred retirement option plan for purposes of determining the member's benefit under the system. In all other respects however, the member shall remain an active member of the fire department and otherwise be eligible for all other contractual and job benefits.
- (d) Upon entry into the deferred retirement option plan, a member shall not be permitted to contribute to the system and shall no longer be eligible for disability or retirement death benefits. In the event that a member suffers a disabling injury, the member shall commence a regular service retirement. In the event that a member in the deferred retirement option plan shall die, the member shall be treated the same as any other retired member who dies and any survivorship option which the member may have elected shall be paid in accordance with the provisions of the system. In the event of the death of a member, the deferred retirement option plan benefit shall be distributed to the named beneficiary or beneficiaries. In the event that no beneficiary has been named by the member, the deferred retirement option plan account balance shall be paid to the member's estate.
- (e) By entering into the deferred retirement option plan, a member agrees to terminate active service with the fire department not later than 60 months following the date of entry into the deferred retirement option plan. Nothing shall prohibit a member who has entered the deferred retirement option plan or the city from terminating service prior to the expiration of 60 months.
- (f) Upon separation from service and the commencement of the receipt of retirement benefits, a member shall be eligible for distribution of the deferred retirement option plan account. The deferred retirement option plan account may be distributed in a lump sum, may be rolled over to another qualified retirement system, may be made in periodic payments, or any other form approved by the board of trustees. In no instance shall the method of distribution result in the payment of any amount which exceeds the balance in the deferred retirement option plan account.
- (g) A member's participation in the deferred retirement option plan shall cease by:
 - (1) Continuation of his employment as a firefighter at the end of his period of participation in the deferred retirement option plan as determined under subsection (e) of this section.
 - (2) Termination of his employment as a firefighter.

Upon the member's termination of participation in the deferred retirement option plan, all amounts provided for in subsection (b) of this section, including monthly benefits and investments earnings and losses and interest, shall cease to be transferred from the system to his deferred retirement option plan account. A member who terminates his participation in the deferred retirement option plan under this section shall not be permitted to again become a participant in the deferred retirement option plan.

- (h) A member's deferred retirement option plan account shall be debited or credited after each fiscal year quarter with either: (i) interest at the rate applicable to the Florida Retirement System deferred retirement option plan for the calendar quarter immediately preceding the system's deferred retirement option plan calculation, or (ii) earnings, determined as follows: the average daily balance in a member's deferred retirement option plan account shall be credited or debited at a rate equal to the actual net rate of investment return realized by the system for that quarter. "Net rate of investment return" for the purpose of this subsection is the total return of the assets in which the member's deferred retirement option plan account is invested by the board net of brokerage commissions, transaction costs and management fees. Upon electing participating in the deferred retirement option plan, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election only

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once during his deferred retirement option plan participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter. A member's deferred retirement option plan account shall only be credited or debited with earnings or interest and monthly benefits while the member is a participant in the deferred retirement option plan and after the member dies, retires, or terminates his employment as a firefighter. If a member is employed by the city fire department after electing to cease participation in the deferred retirement option plan pursuant to subsection (g) of this section or after participating in the deferred retirement option plan for five years, then beginning with the next payment following cessation of participation or beginning with the member's 61st month of deferred retirement option plan participation, whichever occurs first, the member's deferred retirement option plan account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the deferred retirement option plan account. All such nontransferred amounts shall be forfeited and continue to be forfeited while the member is employed by the city fire department. A member employed by the city fire department after five years of deferred retirement option plan participation will not be eligible for preretirement death or disability benefits, nor will he or she accrue additional credited service.

- (i) Effect of deferred retirement option plan participation on employment. Participation in the deferred retirement option plan is not a guarantee of employment and deferred retirement option plan participants shall be subject to the same employment standards and policies that are applicable to employees who are not deferred retirement option plan participants.

(Ord. No. 05-24, § 2, 8-4-2005)

Secs. 70-76—70-100. Reserved.

FOOTNOTE(S):

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State Law reference— Municipal firefighters' pension and retirement, F.S. ch. 175. [\(Back\)](#)



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: APPOINTMENT TO EUSTIS MEMORIAL LIBRARY BOARD - DONNA BACHOWSKI

Introduction:

This item is for the City Commission to consider the appointment of Donna Bachowski to the Library Board of Trustees for a partial term to expire December 31, 2023.

Background:

Currently, there are only two members on the Library Board of Trustees. Vivian Carla Miller Mitchell was just reappointed to the Board and will serve until December 31, 2023. Gwen Manning is the second member and her term will expire December 31, 2020. It is imperative that new Board members be selected in the near future as, at this time, there is not a quorum and no business can be transacted.

Ms. Bachowski is a professional librarian who most recently worked for the Orange County Library System. She now resides in Eustis and has expressed her willingness to assist the Library by serving on the Library Board.

Recommended Action:

Staff recommends approval of the appointment of Donna Bachowski to the Eustis Memorial Library Board for a term to expire December 31, 2023.

Attachments:

[Donna Bachowski Appt Application](#)
[Library Board Roster as of 3-21-2019](#)
[Article II - Code of Ord - Library Board](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 15 Mar 2019
Approved - 15 Mar 2019

[Close Window](#)**VOLUNTEER LIBRARY BOARD OF TRUSTEES**

Rating: Not Rated ▼

Date Submitted: 1/26/2019 4:47:33 PM

Job Application

Donna Bachowski

CURRENT INFO3067 Zander Dr
Grand Island, FL 32735352-602-4008
352-430-9225
dbachowski@gmail.com**PREVIOUS INFO**10236 Falcon Pines Blvd #204
Orlando, FL 32829**EMPLOYMENT INFO**Will Work: Full Time
Times: Saturday, Sunday, Holidays, Nights, Various, Other
Date Available: 3 weeks noticeHours Available: as needed
Travel: Yes**SKILLS**

Foreign languages spoken fluently:

Skill	Start Date	End Date	Experience
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EXPERIENCE**Learning Central Manager**
Orange County Library System07/03/2006 - December 2018
101 E Central Blvd
Orlando, FL, 32801
407.835.7323

Supervisor Name: Debbie Tour

Expanded Learning Central department from thirteen employees to twenty-three employees, including seven professional librarians, two Special Project Coordinators, three Computer Services Techs, and an Assistant Manager. Responsible for creating, implementing, and managing three significant projects: Orlando Memory (local, online local history project with more than 60,000 items), Right Service at the Right Time (statewide, e-government and social services portal for residents in need), EPOCH - Electronically Preserving Obituaries as Cultural Heritage (national, free online obituary resource with partners in three states). Implemented and ongoing management of Creative Coloring program, including system-wide coordination of National Coloring Book Day, 50 Shades of Orange specialized techniques classes, and the production of three OCLS coloring books for adults. Responsible for implementation and management of Career Online High School program, with 616 initial applicants, 187 active students, and 28 graduates. Oversee special collections, including Foundation Center, Disney Collection, Assistive Devices and Talking Books library, Florida Collection, and digital resources. Develop and implemented Adult Summer Reading program system wide. Activities include planning marketing campaigns, developing print collateral, overseeing creation of programs, monitoring and maintaining online ASR module, and coordinating prizes for participants. Program participation has increased an average of 230% each year for the last five years. Public Library representative to Florida Statewide Digital Action Plan Steering Committee, and member of Technology/DPLA Workgroup

Salary: \$85,000 + generous benefits

Hours Worked: 40+

Reason for leaving: I'd like to be able to work directly with a community again, and relish the opportunity to be greatly involved in my hometown.

Number Supervised: 22

Library Director
Edgewater Free Public Library

December 2001 - June 2006

Edgewater, NJ,
201.224.6144

Supervisor Name: Board of Trustees

Increased circulation by 300% and usage by 600%, with more than 70% of residents holding active library cards. Initiated outreach to senior communities. Expanded support of, and interest in, library through participation in community events. Created Community Profile, Needs Assessment, Operating Policies Developed and implemented Annual Plan of Service. Established Friends of the Edgewater Free Public Library. Consulted with Board of Trustees and recommended courses of action. Directed complete rehabilitation of library interior. Designed and taught statewide Valuing Libraries Workshop, sponsored the the New Jersey State Library and Highlands Regional Library Cooperative.

Salary: \$64,000

Hours Worked: 40+

Reason for leaving: Relocated to central Florida

Number Supervised: 11

various, last was Branch Head
Broward County Library

October 1994 - November 2001

Fort Lauderdale, FL,
954.357.7444

Supervisor Name: various

Positions included Branch Head, Reference Services Trainer, Head of Reference/Asst Branch Manager, Reference Librarian, Head of Programming and Exhibits.

Salary: \$42,000

Hours Worked: 37.5

Reason for leaving: Relocated to New Jersey

Number Supervised: 7

Adjunct Faculty
Broward Community College - South Campus

August 1997 - July 1998

2/6/2019

Application Review : Human Resources

Pembroke Pines, FL,
954.201.8100

Supervisor Name: Susan Malters (retired)

Taught Student Success Skills course to new college students. This included developing a syllabus and conducting classes to meet established learning objectives. Facilitated student self-discovery of learning styles and habits.

Salary: \$450 per class

Hours Worked: 16 hours per class,

Reason for leaving: Primary job changed and the schedule no longer permitted me to teach classes.

Number Supervised: 0

Educator
ByWater Solutions

February 2018 - present
PO Box 1346
Santa Barbara, CA, 93102
888.900.8944
Supervisor Name: Joy Nelson

Providing training and support to partners on using the Koha Integrated Library System

Salary: na

Hours Worked: 40

Reason for leaving: na

Number Supervised:

EDUCATION

Do you have a high school diploma or GED? Yes

Masters Library Science
University of South Florida

Tampa/FL

Bachelors Library Science and History
University of Southern Mississippi

Hattiesburg/MS

Associate Business Administration
Broward Community College

Fort Lauderdale/FL

HighSchool General Diploma
Niceville Senior High School

Niceville/FL

REFERENCES

Amy Johnson, Director, Division of Library and Information Services
RA Gray Building, 500 S Bronough St MS#9, Tallahassee FL, 32399-0250

Division of State
850.245.6603

Laura Connors, Branch Manager
18685 FL-7, Boca Raton, Boca Raton FL, 33498

Palm Beach County Library System
(561) 470-1600

Audra Busey, Education Consultant, Public Libraries
27500 Drake Road, Farmington Hills MI, 48331

Gale Cengage
800.877.4253 ext. 2216

Jessie Zairo, Marketing and Outreach Coordinator
PO Box 1346, Santa Barbara CA, 93102

ByWater Solutions
1-888-900-8944

Carolyn McClendon, South Trail Branch Manager
4600 S. Orange Blossom Trail, Orlando FL, 32839

Orange County Library System
407.835.7305

MISCELLANEOUS

1. Have you ever been convicted, plead guilty or no contest to, had prosecution deferred or adjudication withheld on a felony or first-degree misdemeanor in any jurisdiction? No
2. Do you have any pending criminal charges? No
3. Are you legally eligible for employment in the United States of America? Yes
4. Have you ever been discharged for any reason from any job? No
5. Have you ever been employed by the City of Eustis? No
6. Are any members of your family or relatives employed by the City of Eustis? No
7. Maiden or other names under which you may have worked or gone to school:
8. Do you possess a current, VALID Florida driver license? Yes
9. Which driver license do you possess: E,

<http://sqlserver:81/review/IndividualApplication.aspx?username=dbachowski&applicationID=7026>

2/3

2/6/2019

Application Review : Human Resources

10. Other driver license endorsement:

11. Construction Vehicles/Equipment you can operate:

12. Active licenses, certificates or registrations:

13. Organizations which you belong to that are relevant to the job:
American Library Association; Public Library Association

14. Have you ever been arrested, received a notice to appear, charged, convicted, pled nolo contendere or pled guilty to any criminal violation, regardless if the record was sealed or expunged?
(For Sworn Police applications only)

N/A

Comments:

VETERANS' PREFERENCE

Do you wish to claim Veteran's Preference? No

Veteran Type:

APPLICANT AGREEMENT

The Human Resources or other designated City staff are authorized to verify any or all the information contained in this application. By submitting this application, I hereby authorize the release of all information related to my

ELECTRONIC RESUME

[Click here to view this persons uploaded resume](#)

Donna Bachowski

3067 Zander Dr. | Grand Island, FL 32735 | 352.430.9225 | dbachowski@gmail.com

PROFILE

- Dedicated Library Director with a broad range of experience in program implementation and coordination, budget and grant management, community outreach, onboarding and staff development, collection management and direct patron services
- Consistent professional demeanor complemented by a positive “can-do” attitude
- Persuasive, capable of developing rapport and trust, experienced in influencing the attitudes and ideas of others, continuously visualizing, expanding, and generating ideas

EDUCATION, CERTIFICATIONS & TRAINING

University of South Florida, Tampa, FL-MA, Library Science

University of Southern Mississippi, Hattiesburg, MS-BA, Library Science
Recipient of Anna M. Roberts Award for Outstanding Library Science Graduate

Certified Public Library Administrator, American Library Association

Sunshine State Library Leadership Institute Graduate

RECENT PROFESSIONAL HIGHLIGHTS

<u>Orange County Library System</u>	Orlando, FL	2006-Present
Learning Central Manager		
• Expanded Learning Central department from thirteen employees to twenty-three employees, including seven professional librarians, two Special Project Coordinators, three Computer Services Techs, and an Assistant Manager • Responsible for creating, implementing, and managing three significant projects: Orlando Memory (local, online history project with more than 60,000 items), Right Service at the Right Time (statewide, e-government and social services portal for residents in need), EPOCH - Electronically Preserving Obituaries as Cultural Heritage (national, free online obituary resource with partners in three states) • Implemented and ongoing management of Creative Coloring program, including system-wide coordination of National Coloring Book Day, 50 Shades of Orange specialized techniques classes, and the production of three OCLS coloring books for adults • Responsible for implementation and management of Career Online High School program, with 616 initial applicants, 187 active students, and 28 graduates • Oversee special collections, including Foundation Center, Disney Collection, Assistive Devices and Talking Books library, Florida Collection, and digital resources • Developed and implemented Adult Summer Reading program system-wide: Activities include planning marketing campaigns, developing print collateral, overseeing creation of programs, monitoring and maintaining online ASR module, and coordinating prizes for participants; program participation has increased an average of 230% each year for the last five years • Public Library representative to Florida Statewide Digital Action Plan Steering Committee, and member of Technology/DPLA Workgroup • Created and presented 2017 FLYP Summer Reading Programs for Adults workshops throughout the state on behalf of the Bureau of Library Development		

Edgewater Free Public Library

Edgewater, NJ

2001-2006

Library Director

- Increased circulation by 300% and usage by 600%, with more than 70% of residents holding active library cards, and initiated outreach to senior communities
- Expanded support of, and interest in, library through participation in community events; created Community Profile, Needs Assessment, Operating Policies
- Developed/implemented Annual Plan of Service and established Friends of the Edgewater Free Public Library
- Consulted with Board of Trustees and recommended courses of action, and directed complete rehabilitation of library interior
- Designed and taught statewide Valuing Libraries Workshop, sponsored the New Jersey State Library and Highlands Regional Library Cooperative

GRANTS

E-government resource portal, Library Services and Technology Act, 2009-2017: Project manager (2009-present) and grant writer (2011-present) for statewide e-government portal Right Service at the Right Time that receives more than 12,000 visits per month; total award amount to date in excess of \$600,000

National Leadership Grant: Planning Grant, Institute of Museum and Library Services, 2011: Awarded \$50,000 for planning and evaluation of viability for EPOCH Electronically Preserving Obituaries as Cultural Heritage

National Leadership Grant , Institute of Museum and Library Services, 2012-2015: Highly competitive grant awarded for EPOCH Electronically Preserving Obituaries as Cultural Heritage implementation and expansion, funded at \$212,070

SELECTED AFFILIATIONS

Member of the American Library Association: 1992-Present

Member of the Public Library Association: 2001-Present

Member of the New Jersey Library Association, 2002-2007: Editorial Board 2002-2006; Public Relations Committee Chair 2004-2006

Bergen County Cooperative Library System, 2003-2006: Public Relations Committee Chair 2003-2005; Executive Board 2005-2006, Vice President 2005, 2006

ADDITIONAL SKILLS

-
- Accomplished public speaker, including presentations at Computers in Libraries (2017), American Library Association Annual Conference (2015, 2008), Public Library Association National Conference (2012, 2010, 2008), and Florida Library Association Conference (2017, 2014, 2009)
 - Strong writing skills as demonstrated in published book chapter ("Managing Changing Reference Services in Public Libraries," Middle Management in Academic and Public Libraries, 2011), and articles ("A Library's Role in Preserving History," Strategic Libraries, 2015), and 9 years of experience as a professional reviewer for Library Journal
 - Professional level training abilities, from curriculum concept and design through after-training knowledge retention follow-ups

Eustis Memorial Library Board of Trustees

Membership Roster

Vacant		Expired December 31, 2014
Vacant		Expired December 31, 2017
Gwendolyn Manning	Reappt. 12/3/2015	Expires December 31, 2020
Vivian Carla Miller Mitchell	Reappt. 2/21/2019	Expire: December 31, 2023
Vacant		Expired December 31, 2018

ARTICLE II. EUSTIS MEMORIAL PUBLIC LIBRARY

Sec. 58-26. Established.

There shall be established in the city a public library for the use and enjoyment of the citizens and residents of the city, which shall be known as the Eustis Memorial Public Library in memory of the veterans.

(Code 1959, § 14-6)

Sec. 58-27. Trustees, how appointed.

There shall be appointed by the city commission five persons, citizens of the city, and these persons and their successors shall be officially known as the "Trustees of the Eustis Memorial Public Library" and shall have a right to adopt and use a common seal. The term of office of each trustee shall be five years from date of the appointment. All vacancies shall be filled by appointment by the city commission for the unexpired term or for new terms. The library trustees shall serve without pay.

(Code 1959, § 14-7)

Sec. 58-28. Organization of the board of trustees.

(a) The library trustees shall annually, in the month of January, meet in an organizational meeting to select from among themselves a president, vice-president and a secretary, and shall establish and appoint in the manner prescribed by themselves such committees from their own number as they may deem necessary to carry out the objectives and purposes for which they are appointed. The library trustees shall adopt rules of procedure that will govern the conduct of their meetings for the year. The library trustees shall establish their regularly scheduled monthly meeting times and location, and provide for the method of calling special meetings.

(b) The library trustees shall accept no gift or donation upon any condition that will in any manner tend to impair the public character of the library.

(c) The director of library, or in the absence of the director a designee of the director of library, shall provide staff support to the library trustees for the performance of their duties.

(d) All meetings of the library trustees shall have minutes taken, which minutes shall be placed in an official minute book once approved by the trustees, and shall be made available for public inspection.

(e) The board of library trustees shall be further governed and regulated by applicable state law.

(Code 1959, §§ 14-9, 14-14)

Sec. 58-29. Duties of the trustees.

(a) The board of trustees of the library shall be an advisory board to the city commission, making policy suggestions and recommendations to the city concerning the operations of the library.

(b) The board of trustees of the library shall have the authority to receive and hear complaints concerning the use and operation of the library and to make recommendations to the director of library concerning resolution of legitimate complaints.

(c) The board of trustees of the library shall report annually to the city commission at the first meeting in July of each year. In their annual report, the trustees shall report on

the status of the operations of the library, conditions of the physical facilities, and any recommendations that they wish the commission to consider during the annual budget preparation process, keeping in mind the coordination of library services between libraries in the county and the fiscal limitations of the city.

(d) The board of trustees of the library shall have the power to review and make recommendations concerning the acceptability, and incorporation into the holdings of the library, of books, videotapes, and other materials donated or offered as a gift to the library. The board of trustees of the library shall have the power to accept gifts on behalf of the library, such gifts when accepted to become an asset and the property of the city.

(e) The board of trustees of the library shall have the power to declare reference material and circulations materials (books, videos, magazines, etc.), that have a value of less than \$100.00 each, surplus. The director of library shall prepare a list of all material declared surplus by the trustees and present such list to the city manager for authorization to dispose of the surplus by sale by the board of trustees of the library. All funds received by the sale of surplus materials from the library shall be credited to a library special revenue fund account for use in the acquisition of replacement materials of like kind.

(f) There shall be established for the benefit of the library a special revenue fund consisting of a minimum of two accounts:

(1) *The Eustis Memorial and Gift Account.* Gifts or donations to the Eustis Memorial and Gift Account shall be for the use designated by the giver, as long as such gift or donation is not contrary to the interest of the city or the library or law or regulation. All interest earnings from deposits to this account shall be credited to this account.

(2) *The Eustis Memorial Fines, Fees, and Miscellaneous Account.* Fines or fees levied by the library for the late return of materials lent, fees collected for program or material use or equipment rental, reimbursements for lost or damaged books, and receipt from the sale of surplus books and materials at the library shall be deposited in this account. All interest earned on deposits to or in this account shall be credited to the Eustis Memorial Fines, Fees, and Miscellaneous Account.

The board of trustees of the library shall annually during the city budgeting process make recommendations to the city concerning the use of the two accounts to fund portions of the proposed library budget, or in the case of replacement of damaged, stolen or lost items, recommend the establishment of a separate budget program or line item for that purpose within the special revenue fund account, "fines, fees and miscellaneous."

(g) The board of trustees of the library shall have the power to adopt rules of procedure for the conduct of their board meetings, and form committees for the carrying out of their duties and/or programs.

(h) The board of trustees of the library shall meet monthly to receive financial reports on the two accounts of the special revenue fund and the library budget and reports on the operations of the library from the director of the library, and to perform the business of the board of trustees. The meetings of the board of trustees of the library shall be open to the public.

(Code 1959, § 14-8)

Sec. 58-30. Donations, gifts and payments.

(a) All cash or financial gifts and donations for the maintenance and support of the library shall be deposited to the appropriate account of the special revenue fund. The finance department shall issue pay vouchers for services performed for, or for books or

other property purchased for the library by the city, after proper requisitions have been submitted and approved by the city.

(b) The trustees shall make recommendations to the city concerning the expenditure of funds deposited in the special revenue fund.

(c) Prior to utilization of funds for purchase of services or materials, the funds shall be budgeted; and such budget shall have the approval of the city commission prior to the expenditure of any of the funds.

(Code 1959, § 14-10)

Sec. 58-31. Library use and operation rules.

(a) The library shall maintain, under rules and regulations prescribed by the trustees with concurrence of the city, a library composed of a circulation collection, reading and study areas, public areas, and magazine, newspaper and periodical reading areas, and such other collections or areas as may be recommended and approved by the city in the future.

(b) Hours of operation of the library for public use may be recommended by the trustees to the director of library.

(Code 1959, § 14-13)

Secs. 58-32--58-50. Reserved.



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: APPOINTMENT TO EUSTIS MEMORIAL LIBRARY BOARD - AJA LAKE

Introduction:

This item is for the City Commission to consider the appointment of Aja Lake to the Library Board of Trustees for a partial term to expire December 31, 2022.

Background:

Currently, there are only two members on the Library Board of Trustees. Vivian Carla Miller Mitchell was just reappointed to the Board and will serve until December 31, 2023. Gwen Manning is the second member and her term will expire December 31, 2020. It is imperative that new Board members be selected in the near future as, at this time, there is not a quorum and no business can be transacted.

Ms. Lake is a City resident who has expressed her willingness to assist the Library as a member of the Library Board.

Recommended Action:

Staff recommends approval of the appointment of Aja Lake to the Eustis Memorial Library Board for a term to expire December 31, 2022.

Attachments:

[Aja Lake Appt Application](#)
[Library Board Roster as of 3-21-2019](#)
[Article II - Code of Ord - Library Board](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 15 Mar 2019
Approved - 15 Mar 2019

CITY OF EUSTIS

109-A East Orange Avenue

P.O. Drawer 68

Eustis, FL 32727-0068

Website – www.eustis.org

E-Mail – personnel@ci.eustis.fl.us

Phone – 352-483-5472

FAX – 352-483-0492

VOLUNTEER/COMMUNITY SERVICES APPLICATION

Date: January 25, 2019

PLEASE LIST THE TYPE OF WORK THAT INTERESTS YOU AND THE DEPARTMENT(S) WHERE YOU WISH TO VOLUNTEER

1. Library Board of Trustees
2. _____
3. _____
4. _____

NAME: Aja Lake Telephone #: (352) 516-6186

PRESENT ADDRESS: 1604 Fahnstock St Eustis FL 32726

How long have you lived at this address? 5 years E-Mail Address: AJALAKE@gmail.com

Have you filed an application here before? ☒ Yes _____ No If yes, when? _____

Have you ever worked for the City of Eustis? _____ Yes ☒ No If yes, when? _____

Are you currently employed? _____ Yes ☒ No May we contact you at work? _____ Yes _____ No

What number can we reach or leave a message for you during the day? Phone #: (352) 516-6186

Are you available: _____ Full Time _____ Part Time _____ Temporary

When are you able to volunteer? _____ Nights _____ Weekends _____ Other

Do you possess a valid Fla. Driver's License or I.D.? ☒ Yes _____ No

Are you legally eligible for employment in the United States of America? ☒ Yes _____ No

Have you ever been convicted, pled guilty or no contest to, had prosecution deferred or adjudication withheld on a felony or first degree misdemeanor in any jurisdiction? ☒ Yes _____ No If yes, when: 2005

Explain: prosecution deferred
(Nature, severity and date of offense in relation to the position for which you are volunteering are considered.)

Do you have any criminal charges pending? _____ Yes ☒ No If yes, explain: _____

Are you able, physically or otherwise, to perform the job functions of the position for which you are volunteering?

☒ Yes _____ No If no, please explain: _____

Please list the names of friends or relatives working for the City and their relationship to you: _____

PER 051-15

EQUAL OPPORTUNITY EMPLOYER

EMPLOYMENT RECORD: Please list your four most recent employers including full, part time, temporary and volunteer positions, beginning with the most recent.

Name & Address of Organization:

High Reach
Safford, FL
Job Title: HR Director

From 2007 to 2010
Month/Year Month/Year

Supervisor's E-mail:

Describe the work you did:

Reason for leaving: start a family

Name & Address of Organization:

EXIT Realty Tri-county
Job Title: Realtor

From 2004 to 2007
Month/Year Month/Year

Supervisor's E-mail:

Describe the work you did: office manager / Realtor

Reason for leaving:

Name & Address of Organization:

Tiffany & Co.
Job Title: Client Services

From 2003 to 2004
Month/Year Month/Year

Supervisor's E-mail:

Describe the work you did: management trainee

Reason for leaving:

Name & Address of Organization:

Job Title:

From to
Month/Year Month/Year

Supervisor's E-mail:

Describe the work you did:

Reason for leaving:

EDUCATION AND SPECIALIZED TRAINING:

Circle Highest Grade Completed

12/15/09

2

GRAMMAR AND HIGH SCHOOL:
1 2 3 4 5 6 7 8 9 10 11 12 GED

COLLEGE:
13 14 15 16

GRADUATE:
17 18 19 20

Please provide your educational background including the diploma, degree or certification received, as well as any technical or specialized training:

Name of High School(s): Eustis High	City and State: Eustis, FL		
Name of College: FSU	City and State: Tallahassee, FL	Major: Textiles	Degree Received: BS
Name of Graduate School: UCF	City and State: Orlando, FL	Major: Hist & History	Degree Received:
Other Trade, Technical, Etc:	City and State:	Major:	Degree Received:
Foreign Language Skills:		☐ Read ☐ Write ☐ Speak	

OTHER PROFESSIONAL MEMBERSHIPS OR SKILLS:

Please list any special qualifications not covered elsewhere in this application including computer skills, such as Word & Excel; typing, including words per minute typed; and any professional or civic memberships.

- | | |
|-----------|--|
| 1. Word | 3. Social media |
| 2. Excel | 4. Eustis Historical Society |
| 5. Typing | 6. Florida Trust for Historic Preservation |

REFERENCES:

Please list at least three (3) references who are not related to you. (Please provide complete addresses including Street, City, State and Zip.)

Name Alysson Stevens	Phone # (850) 345-7753	Name Jonni Hattines	Phone #
Address (Street, City, State, Zip) Tallahassee, FL		Address (Street, City, State, Zip) Eustis, FL	
E-mail Address alstevens22@gmail.com		E-mail Address jonni.hattines@hotmail.com	
Employer State of Florida	Phone #	Employer Self-employed	Phone #
Occupation Attorney		Occupation Accountant	
Name Erin Tulley	Phone #	Name	Phone #
Address (Street, City, State, Zip) Washington, DC		Address (Street, City, State, Zip)	
E-mail Address ertulley@gmail.com		E-mail Address	
Employer Daily Kos	Phone #	Employer	Phone #
Occupation Campaigner		Occupation	

HOURS AVAILABLE TO VOLUNTEER:

What days and hours are you available for work? TBR, as needed

CERTIFICATE OF APPLICANT:

I certify that the answers given on this application are true and complete to the best of my knowledge. I agree to inform the City of any additional information relating to questions raised on the application, which occur subsequent to my completion of the application. I realize that misrepresentation of facts or the failure to update any information relating to questions on the application may be cause for rejection of this application or dismissal from volunteer/community services.

I authorize the City of Eustis to make any inquiries it desires concerning me. I authorize schools, references and my prior employers to provide my records, reason for leaving and all other information they may have concerning me to the City of Eustis. I release the City of Eustis and all other parties from any and all liabilities or claims for any damage that may result therefrom.

I understand that this application is not and is not intended to be a contract for employment.

SIGNATURE OF APPLICANT: _____

Date: 01 25 19

CONSENT OF PARENT OR LEGAL GUARDIAN

(All Volunteers Under 18 Years of Age Must Have Parent or Legal Guardian Complete This Section)

I the undersigned, the parent or legal guardian of _____, choose to permit _____ to participate as a volunteer for the City of Eustis. I understand that my child's or ward's services are being offered on a voluntary basis without anticipation of any financial remuneration and I agree to the terms and conditions as stated above.

I further authorize the City to perform a fingerprint criminal history background check through state and federal law enforcement agencies and/or criminal history checks through consumer reporting agencies, who may also provide information to the City on out-of-state or nation-wide criminal histories. I understand that final approval to volunteer is contingent upon the results of the criminal history check.

Signature of Parent or Legal Guardian: _____ Date: _____

Eustis Memorial Library Board of Trustees

Membership Roster

Vacant		Expired December 31, 2014
Vacant		Expired December 31, 2017
Gwendolyn Manning	Reappt. 12/3/2015	Expires December 31, 2020
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(b) Hours of operation of the library for public use may be recommended by the trustees to the director of library.

(Code 1959, § 14-13)

Secs. 58-32--58-50. Reserved.



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: APPOINTMENT TO POLICE OFFICERS' PENSION BOARD - ADAM BOLTON

Introduction:

This item is for the City Commission to consider the appointment of Adam Bolton to the Eustis Police Officers' Pension Board of Trustees for a two-year term to expire March 3, 2021.

Background:

According to Section 70-115(a) of the City's Code of Ordinance, the Police Pension Board shall consist of five members: two police officers who are members of the plan and appointed by the members of the City Police Department eligible to participate in the fund, two members appointed by the City Commission and one member appointed by the members of the board and confirmed by the City Commission. The non-police officer members must be residents of the City.

In June 2018, the Commission appointed Capt. Gary Winheim to fill the ratified position on the Pension Board. The elected members of the Board are Capt. Ken Birkhofer (chairman) and Sgt. Nicole Hagstrom. Currently, there are two vacancies resulting from the resignation of the two City appointees: John Sommer and Susan Hooper. The City has received two applications under consideration for the Board. The first is from Adam Bolton who is an active duty police officer serving as Chief of Police for the City of Umatilla. He is a current City resident. The second application will be brought before the Commission on April 18, 2019, for consideration.

If approved, Mr. Bolton will be appointed to the position vacated by Ms. Hooper and will serve a full term to expire March 3, 2021.

Recommended Action:

Staff recommends approval of the appointment of Adam Bolton to the Police Officers' Pension Board of Trustees.

Attachments:

[Bolton Application - Redacted](#)
[FSS Chapter 185](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 15 Mar 2019
Approved - 15 Mar 2019

[Close Window](#)**VOLUNTEER POLICE PENSION BOARD MEMBER**Rating:

Date Submitted: 3/11/2019 3:28:19 PM

Job Application

Adam L Bolton

CURRENT INFO

[REDACTED]

abolton@umatillafl.org

PREVIOUS INFO

[REDACTED]

EMPLOYMENT INFO

Will Work: Part Time

Times: , Other

Date Available: 3/19/2019

Hours Available: as needed

Travel: Yes

SKILLS

Foreign languages spoken fluently:

Skill	Skill Level	Last Used	Experience
-------	-------------	-----------	------------

EXPERIENCE**Chief of Police**

Umatilla Police Department

03/2005 - current

251 n central ave

umatilla, 32784

3526693561

Supervisor Name: Scott Blankenship

Police Chief

Salary: 64,000

Reason for leaving: Currently employed.

Number Supervised: 12

Hours Worked: 40

EDUCATION

Do you have a high school diploma or GED? Yes

HighSchool General education

St. Cloud High School

St. Cloud /FL

High School

Associate General education

St. Petersburg College

St. Petersburg /FL

Certification Police Academy

Daytona State College

Daytona Beach /FL

REFERENCES**Gary Calhoun, Chief of Police**

51 W Norton Ave, Eustis FL, 32726

City of Eustis

352-357-4121

MISCELLANEOUS

1. Have you ever been convicted, plead guilty or no contest to, had prosecution deferred or adjudication withheld on a felony or first-degree misdemeanor in any jurisdiction? No
2. Do you have any pending criminal charges? No
3. Are you legally eligible for employment in the United States of America? Yes
4. Have you ever been discharged for any reason from any job? Yes
5. Have you ever been employed by the City of Eustis? No
6. Are any members of your family or relatives employed by the City of Eustis? No
7. Maiden or other names under which you may have worked or gone to school: Yes

3/13/2019

Application Review : Human Resources

8. Do you possess a current, VALID Florida driver license?
9. Which driver license do you possess: E,
10. Other driver license endorsement:
11. Construction Vehicles/Equipment you can operate:
NA
12. Active licenses, certificates or registrations:
NA
13. Organizations which you belong to that are relevant to the job:
NA
14. Have you ever been arrested, received a notice to appear, charged, convicted, pled nolo contendere or pled guilty to any criminal violation, regardless if the record was sealed or expunged? N/A
(For Sworn Police applications only)
- Comments:
I was fired from Winn Dixie when I was 17.

VETERANS' PREFERENCE

Do you wish to claim Veteran's Preference? No

Veteran Type:

Title XII - MUNICIPALITIES
Chapter 185 - MUNICIPAL POLICE PENSIONS

185.05 Board of trustees; members; terms of office; meetings; legal entity; costs; attorney's fees.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) In each municipality described in s. 185.03 there is hereby created a board of trustees of the municipal police officers' retirement trust fund, which shall be solely responsible for administering the trust fund. Effective October 1, 1986, and thereafter:

(a) The membership of the board of trustees for chapter plans consists of five members, two of whom, unless otherwise prohibited by law, must be legal residents of the municipality and must be appointed by the legislative body of the municipality, and two of whom must be police officers as defined in s. 185.02 who are elected by a majority of the active police officers who are members of such plan. With respect to any chapter plan or local law plan that, on January 1, 1997, allowed retired police officers to vote in such elections, retirees may continue to vote in such elections. The fifth member shall be chosen by a majority of the previous four members, and such person's name shall be submitted to the legislative body of the municipality. Upon receipt of the fifth person's name, the legislative body shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of 2 years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of 2 years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of 2 years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office. The terms of office of the appointed and elected members of the board of trustees may be amended by municipal ordinance or special act of the Legislature to extend the terms from 2 years to 4 years. The length of the terms of office shall be the same for all board members.

(b) The membership of boards of trustees for local law plans is as follows:

1. If a municipality has a pension plan for police officers only, the provisions of paragraph (a) shall apply.
2. If a municipality has a pension plan for police officers and firefighters, the provisions of paragraph (a) apply, except that one member of the board shall be a police officer and one member shall be a firefighter as defined in s. 175.032, respectively, elected by a majority of the active firefighters and police officers who are members of the plan.
3. Any board of trustees operating a local law plan on July 1, 1999, which is combined with a plan for general employees shall hold an election of the police officers, or police officers and firefighters if included, to determine whether a plan is to be established for police officers only, or for police officers and firefighters where included. Based on the election results, a new board shall be established as provided in subparagraph 1. or subparagraph 2., as appropriate. The municipality shall enact an ordinance to implement the new board by October 1, 1999. The newly established board shall take whatever action is necessary to determine the amount of assets which is attributable to police officers, or police officers and firefighters where included.

Such assets shall include all employer, employee, and state contributions made by or on behalf of police officers, or police officers and firefighters where included, and any investment income derived from such contributions. All such moneys shall be transferred into the newly established retirement plan, as directed by the board.

With respect to any board of trustees operating a local law plan on June 30, 1986, this paragraph does not permit the reduction of the membership percentage of police officers or police officers and firefighters. However, for the sole purpose of changing municipal representation, a municipality may by ordinance change the municipal representation on the board of trustees operating a local law plan by ordinance, only if such change does not reduce the membership percentage of police officers, or police officers and firefighters, or the membership percentage of the municipal representation.

(c) Whenever the active police officer membership of a closed chapter plan or closed local law plan as provided in s. 185.38 falls below 10, an active police officer member seat may be held by either a retired police officer or an active police officer member of the plan who is elected by the active and retired members of the plan. If there are no active or retired police officers remaining in the plan or capable of serving, the remaining board members may elect an individual to serve in the active police officer member seat. Upon receipt of such person's name, the legislative body of the municipality shall, as a ministerial duty, appoint such person to the board of trustees. This paragraph applies only to those plans that are closed to new members under s. 185.38(2), and does not apply to any other municipality having a chapter or local law plan.

(d) If the chapter plan or local law plan with an active membership of 10 or more is closed to new members, the member seats may be held by either a retiree, as defined in s. 185.02, or an active police officer of the plan who has been elected by the active police officers. A closed plan means a plan that is closed to new members but continues to operate, pursuant to s. 185.38(2), for participants who elect to remain in the existing plan. This paragraph applies only to those plans that are closed to new members pursuant to s. 185.38(2) and does not apply to any other municipality that has a chapter plan or a local law plan.

(2) The trustees shall by majority vote elect from its members a chair and a secretary. The secretary of the board shall keep a complete minute book of the actions, proceedings, or hearings of the board. The trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by Florida law.

(3) The board of trustees shall meet at least quarterly each year.

(4) Each board of trustees shall be a legal entity that shall have, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

(5) In any judicial proceeding or administrative proceeding under chapter 120 brought under or pursuant to the provisions of this chapter, the prevailing party shall be entitled to recover the costs thereof, together with reasonable attorney's fees.

(6) The board of trustees may, upon written request by the retiree of the plan, or by a dependent, if authorized by the retiree or the retiree's beneficiary, authorize the plan administrator to withhold from the monthly retirement payment funds necessary to pay for the

benefits being received through the governmental entity from which the employee retired, to pay the certified bargaining agent of the governmental entity, and to make any payments for child support or alimony. Upon the written request of the retiree of the plan, the board of trustees may also authorize the plan administrator to withhold from the retirement payment those funds necessary to pay for premiums for accident, health, and long-term care insurance for the retiree and the retiree's spouse and dependents. A retirement plan does not incur liability for participation in this permissive program if its actions are taken in good faith.

(7) The provisions of this section may not be altered by a participating municipality operating a chapter or local law plan under this chapter.

(8)(a) The board of trustees shall:

1. Provide a detailed accounting report of its expenses for each fiscal year to the plan sponsor and the Department of Management Services and make the report available to each member of the plan and post the report on the board's website, if the board has a website. The report must include all administrative expenses that, for purposes of this subsection, are expenses relating to any legal counsel, actuary, plan administrator, and all other consultants, and all travel and other expenses paid to or on behalf of the members of the board of trustees or anyone else on behalf of the plan.
2. Operate under an administrative expense budget for each fiscal year, provide a copy of the budget to the plan sponsor, and make available a copy of the budget to plan members before the beginning of the fiscal year. If the board of trustees amends the administrative expense budget, the board must provide a copy of the amended budget to the plan sponsor and make available a copy of the amended budget to plan members.

(b) Notwithstanding s. 185.35(2) and (3), a local law plan created by special act before May 27, 1939, must comply with the provisions of this subsection.

History.—s. 2, ch. 28230, 1953; s. 2, ch. 59-320; s. 2, ch. 61-119; s. 4, ch. 86-42; s. 41, ch. 93-193; s. 940, ch. 95-147; s. 45, ch. 99-1; s. 6, ch. 2002-66; s. 8, ch. 2004-21; s. 10, ch. 2009-97; s. 9, ch. 2011-216; s. 10, ch. 2015-39.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: MARCH 7, 2019

RE: RESOLUTION NO. 19-27 APPROVAL OF PURCHASE IN EXCESS OF \$25,000 FOR GEORGEFEST MUSICAL ENTERTAINMENT

Introduction:

Resolution No. 19-27 approves a purchase in excess of \$25,000 for a purchase in excess of \$25,000 for Georgefest musical entertainment.

Recommended Action:

Staff recommends approval of the resolution.

Background:

The Events & Tourism Office was able to obtain the successful and popular rock and roll band, Plain White T's, as the headlining performance at the City's annual Georgefest event. The concert was very well-attended and served as a performance which was fitting for the City's highly popular feature culture and entertainment event of the year.

The Fiscal Year 18-19 Events & Tourism Office Budget includes amounts necessary for Georgefest entertainment. The cost for services rendered by the band is \$35,000.

Alternatives:

1) Approve Resolution No. 19-27 and authorize the purchase of the entertainment services.

Discussion of Alternatives:

1) Alternative 1 approves the purchase.

Advantages:

- The City will honor the contract and effect payment for satisfactory services rendered.

Disadvantages:

- None.

Budget Impact:

The approved FY18-19 General Fund Events & Tourism Budget includes funding for the musical performance.

Reviewed by:

Colleen Scott, Finance Director

Prepared by:

Rob Visser, Deputy Finance Director

Attachment: Plain White T's Contract

RESOLUTION NO. 19-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AUTHORIZING A PURCHASE IN EXCESS OF \$25,000 FOR GEORGEFEST MUSICAL ENTERTAINMENT.

WHEREAS, the City's approved FY 2018-19 Events Budget includes funding for the annual Georgefest musicians and entertainers; and

WHEREAS, the City reserved the services of the successful band known as the Plain White T's as a musical act fitting for the highly popular Georgefest event; and

WHEREAS, it is in the best interest of the City to execute the contract with the band and to effect payment for services rendered for a successful performance.

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

- (1) The City Manager is hereby authorized to approve this purchase in excess in \$25,000; and
- (2) That the Finance Director is hereby authorized to complete the transaction in accordance with this resolution.

DONE AND RESOLVED this 21st day of March, 2019, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez
City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by Michael L. Holland, Mayor/Commissioner, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-27 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk



Date: February 12, 2019

To: Eustis Georgefest

Invoice#: 1 of 1

Attn: Erin Bailey

From:
Dr. Kenneth Noisewater, Inc.
15260 Venture Blvd.
Suite 2100
Sherman Oaks, CA 91403

Individual	Date	DESCRIPTION	VENUE	LOCATION
Eustis Georgefest	2.13.19	Balance	Eustis Georgefest	Eustis, FL

DUE DATE	CURRENCY	DESCRIPTION	AMOUNT DUE
2.24.19	USD	Balance	\$17,500.00
			Total: \$17,500.00 USD

*Balance can be paid via wire or check on day of show.

Return check to
EB on 2/22/19

USD WIRE INSTRUCTIONS

BANK: CITY NATIONAL BANK 400 N ROXBURY DR BEVERLY HILLS, CA 90210

ACCOUNT NAME: DR KENNETH NOISEWATER, INC.

SWIFT NO:

ABA NO: 122 016 066

ACCOUNT NO: 112 491 260

MEMO: PWT's Feb.24 Balance

Revised for spelling of vendor

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
DR KENNETH NOISEWATER, INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
15260 VENTURA BLVD STE 2100
City, state, and ZIP code
SHERMAN OAKS, CA 91403

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number								
2	0	-	5	0	4	1	5	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Krista Wayne* Date ▶ 1-3-2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Date: February 12, 2019

To: Eustis Georgefest

Invoice#: 1 of 1

Attn: Erin Bailey

From:
APA
150 Fourth Ave N,
Suite 2300,
Nashville, TN 37219

Individual	Date	DESCRIPTION	VENUE	LOCATION
Eustis Georgefest	2.13.19	50% Deposit	Eustis Georgefest	Eustis, FL

DUE DATE	CURRENCY	DESCRIPTION	AMOUNT DUE
2.13.19	USD	50% Deposit- PWT's	\$17,500.00
			Total: \$17,500.00 USD

USD WIRE INSTRUCTIONS

BANK: UNION BANK OF CALIFORNIA, 9460 WILSHIRE BLVD., BEVERLY HILLS, CA 90212

ACCOUNT NAME: AGENCY FOR THE PERFORMING ARTS, INC.

SWIFT NO: BOFCUS33MPK

ABA NO: 122 000 496

ACCOUNT NO: 478 006 4698

MEMO: DATE OF ENGAGEMENT/ARTIST/LOCATION

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AGENCY FOR THE PERFORMING ARTS, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 405 SOUTH BEVERLY DRIVE	Requester's name and address (optional)
6 City, state, and ZIP code BEVERLY HILLS, CALIFORNIA 90212	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
1	3	-	1	9	6	6	7	0	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Tony Niles</i>	Date ► <i>1/2/2018</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Contract #: 79244
Issue Date: 2/7/2019
Agent: Val Wolfe

Agreement made this date, Thursday, February 7, 2019 by and between Dr Kenneth Noisewater, Inc (hereinafter referred to as Artist) and City of Eustis (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Plain White T's
BILLING: 100% Headline
DATE(S): Sunday, February 24, 2019

VENUE: Eustis Georgefest
ADDRESS: 250 Ferran Park Drive
Eustis, FL 32726
CAPACITY: TBD
AGES: All Ages

TICKETS: (USD)	<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
	Festival	--	--	--	--
	Totals	0	0		

Gross Potential \$0.00
Net Potential \$0.00

Ticketing Notes Free Festival

DEAL: \$35,000.00 Guarantee. Plus Purchaser to provide and pay for Backline equipment and Hospitality; all per Artist's specifications.

ADD'L PROVISIONS: Purchaser to provide and pay for a first-class sound and light system in compliance with Artist's specifications.

Should it be necessary to adjust performance time or move indoors due to weather, a determination will be made 24 hours in advance.

Any opening act must be approved by Artist.

Marketing plans and advertising materials must be submitted to Becca Wilson prior to on-sale for approval.
bwilson@apa-agency.com / Phone: (310) 598-4753

~~Artist to receive 100% of all revenue for tickets sold above stated capacity.~~

WLKOUT PTNTL: \$35,000.00

ANNOUNCE DATE: To Be Determined

ON SALE DATE: To Be Determined

MERCH: 100% All Merchandise . Artist sells

SCHEDULE:	Load In	Per Advance	Plain White T's	2:00 pm, Artist to perform one (1)
	Sound Check	Per Advance		show, approximately 75-90 minutes
	Doors	TBD		in length.
	Show	2:00 pm, TBD		

CONTRACT DUE: Wednesday, February 13, 2019

PAYMENTS: \$17,500.00 USD deposit payable by Wire Transfer/ACH/Cashier's Check to APA, due no later than Wednesday, February 13, 2019

Account #: 478 006 4698 / Swift #: BOFCUS33MPK / ABA #: 122 000 496

Account Name: Agency for the Performing Arts, Inc

Bank Address for Wire Transfers Only: Union Bank of California / 9460 Wilshire Blvd Beverly Hills, CA 90212

Do not send checks to this address.

Please include Artist and performance date on the payment memo.

Balance, including any overages, to be paid by Per Advance to Dr Kenneth Noisewater, Inc. (Tax ID: 20-5041584) immediately prior to performance(s). ~~^--City check after performance or wire transfer the next business day~~

CONTACTS: Erin Bailey (Talent Buyer) PH: 352-483-5491 Email: events@eustis.org

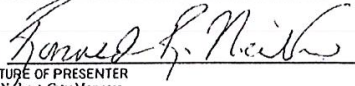
Signatures on Page 2

405 S. Beverly Drive, Beverly Hills, CA 90212
150 Fourth Ave N, Suite 2300 Nashville, TN 37219
135 West 50th St. 17th floor New York, NY 10020
129 John St. Toronto, ON M5V 2E2

Page 1 of 4

Contract #79244

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full. It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BY: X 
SIGNATURE OF PRESENTER
Ronald Sybert, City Manager
City of Eustis
10 N. Grove Street
Eustis, FL 32726
Email: events@eustis.org
Phone: 352-483-5491

BY: X 
SIGNATURE OF ARTIST REPRESENTATIVE
Dr Kenneth Noisewater, Inc
15260 Ventura Blvd. Suite 2100
Sherman Oaks, CA 91403

405 S. Beverly Drive, Beverly Hills, CA 90212
150 Fourth Ave N, Suite 2300 Nashville, TN 37219
135 West 50th St. 17th floor New York, NY 10020
129 John St. Toronto, ON M5V 2E2

Page 2 of 4

Contract #79244

STANDARD TERMS AND CONDITIONS

PRODUCTION CONTROLS: Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

ARTIST'S COMPENSATION: If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, ~~all of which shall be the sole responsibility of Purchaser.~~

BALANCE OF GUARANTEE: The balance of the Guarantee shall be paid to Artist via bank wire no later than the scheduled engagement date if Purchaser fails to present the engagement.

OVERAGES: All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by cash or cashier's check only.

ROYALTIES: Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

WORK PERMITS AND VISAS: Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.

CONFIDENTIALITY: Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE: If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder; or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

BILLING: Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

USE OF ARTIST'S NAME AND IMAGE: Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance. Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.

MERCHANDISING: Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise, and Purchaser shall have no right to share in the proceeds from the sale of such merchandise.

~~Purchaser will not and will not permit or authorize others (including, but not limited to, venue employees, representatives and contractors) to record, broadcast, photograph or otherwise reproduce in any manner the audio or visual performance by Artist or any part thereof. City and/or city contracted photographer and videographer may record during the performance to be used to remember, thank you and honor the tradition of Georgefest. Such images will not be used to sell any products.~~

SEATS: It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

PROMOTION: Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

TICKETS: All tickets shall be numbered. No tickets shall be priced at higher than the agreed upon price (exclusive of tax) without the prior written approval of Artist or Artist's representative. If ticket price scaling is varied in any manner, the percentage of compensation payable to Artist shall be based on whichever of the following is more favorable to Artist: (i) the ticket price scaling set for in the underlying Agreement or as otherwise agreed in writing by the parties; or (ii) the actual ticket price. There shall be no dynamic ticket pricing without the prior written approval of Artist or Artist's representative. Any inclusion of Artist's engagement hereunder in a subscription or series offer shall be subject to the prior written consent of Artist or Artist's representative.

INDEMNIFICATION: Purchaser shall defend, indemnify and hold harmless Artist, and any and all employees of Artist and any and all representatives of Artist from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.

~~The City of Eustis cannot under the law agree to indemnify. Please see Section 768.28 (19) for details.~~

~~One Million Dollars (\$1,000,000)~~

~~INSURANCE: Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.~~

405 S. Beverly Drive, Beverly Hills, CA 90212
150 Fourth Ave N, Suite 2300 Nashville, TN 37219
135 West 50th St. 17th floor New York, NY 10020
129 John St. Toronto, ON M5V 2E2

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Contract #79244

PURCHASER'S DEFAULT/CANCELLATION: If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement herein and/or any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, ~~or in the opinion of Artist or Artist's representative, is unsatisfactory~~, Artist shall have the right to demand payment of the full Guarantee. If Purchaser fails or refuses to make such payment, then such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (i) immediately terminate this Agreement and cancel Artist's engagement hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

ARTIST'S CANCELLATION: Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

FORCE MAJEURE: If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, ~~crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist~~ whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, ~~including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage. Should it be necessary to adjust performance time or move indoors due to weather, a determination will be made 24 hours in advance. Artist and Purchaser agree to be flexible with performance time and location.~~

LIMITATION OF LIABILITY: In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

NOTHING CONTRARY TO LAW: Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

ENTIRE AGREEMENT: These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of ~~California~~ and the state and federal courts located in ~~Los Angeles~~ County in the State of ~~California~~ shall have exclusive jurisdiction over any matters pertaining hereto. ~~Florida~~

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

405 S. Beverly Drive, Beverly Hills, CA 90212
150 Fourth Ave N, Suite 2300 Nashville, TN 37219
135 West 50th St. 17th floor New York, NY 10020
129 John St. Toronto, ON M5V 2E2

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PLAIN WHITE T'S

- PERFORMANCE RIDER
- CONTRACT RIDER
- TECHNICAL RIDER

Carlos Novais

Rev. 03/2018

Plain White T's

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Plain White T's

ARTIST'S CONTACTS

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**TOUR & PRODUCTION MANAGEMENT,
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Las Vegas, NV

Carlos Novais
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Plain White T's

PERFORMANCE RIDER

Modifications to this Rider must be agreed to in writing and signed by Promoter and Artist (or Artist's Representative).

This rider (hereinafter called "the rider") forms part of and is to be constructed with the Agreement between **Dr. Kenneth Noisewater, Inc.** (the "Company") and **The City of Eustis** (the "Promoter") dated **02/08/2019** ("the Concert Agreement") for the services of the band **PLAIN WHITE T's** ("the band") to perform at **the 2019 Eustis Georgefest** ("the venue") on the **02/24/2019** ("the Engagement").

If there is any inconsistency between the provisions of the rider and the provisions of the Agreement, the provisions of the rider shall prevail. The rider and the Concert Agreement as amended by time provisions of the rider shall be hereinafter referred to as "the Agreement."

CANCELLATION

The Company reserves the right to terminate the Agreement in the following events:

1. If the sound engineer, ~~lighting director~~, tour manager, or any member of the band dies or becomes incapacitated for any reason;
2. If performance of any of the Company's obligations hereunder shall render the band, Company, or Company's employees or agents liable to civil proceedings; or,
3. If in the Company's absolute discretion performance of the Agreement shall expose the band, any employee of the Company or any third-party contractor hired by the Company to the possibility of death or injury or if the Company's performance of the Agreement shall become impossible as a result of riot, civil strife, or any other event that renders the Engagement unduly difficult to perform. If the Agreement is terminated by the Company because of any of the above terms, then the Company shall refund to the Promoter any amounts paid to the Company pursuant to the Agreement, but the Company shall not be further liable in any event for any other loss or damage suffered by the Promoter as a result of such termination.

FORCE MAJEURE

1. If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing:
 - a) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and
 - b) In the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, ~~Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.~~

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy;

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acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, ~~crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist~~ whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions. **As agreed above, should inclement weather become forecasted, a decision will be made to adjust to an indoor facility. Artist and Purchaser agree to be flexible with timing and location and will make every effort to continue with the Engagement.**

BILLING AND ADVERTISING

1. ~~The band shall receive one-hundred percent (100%) sole star billing in all advertising in respect of the Engagement. The Promoter's name and the name of the venue in which the Engagement shall be performed shall not appear on any ticket, advertising, or publicity larger than twenty percent (20%) of the size of print used in the band's name.~~
2. If the venue has a marquee, then the name of the band must appear on such marquee on the day of each performance.
3. It shall be the Promoter's sole responsibility to properly promote and advertise this Engagement.
4. This Engagement shall not be announced or advertised in any way without the Company's prior written approval. This includes press releases, text messages, teasers, social media blasts, and any other form of public announcement.
5. The Company and Promoter shall mutually designate an announcement date and the on-sale date for the Engagement.
6. Company shall have the right to supply or approve (in writing) all artwork, announcements, listings, advertisements and other materials in connection with the Engagement. No such materials shall be released or distributed without such approval. Any failure to comply with the foregoing shall constitute a material breach of this Agreement. ~~In such event, in addition to Company's other rights and remedies (all of which are reserved), no ad fees will be charged to the Company at settlement, and a minimum penalty of \$500 per occurrence will be charged to Promoter.~~
7. All artwork is to use official Band's logo(s) and photo(s), shall include Artist's websites and social media outlets, and is subject to written approval by Company before it is distributed to the public. Proofs must be sent to Company's representative for approval ~~no less than 30 days prior to the Engagement, and not less than 48 hours prior to any imposed print deadlines such that there is enough time to make any necessary changes.~~
8. UNDER NO CIRCUMSTANCES may local or national corporate entities be tagged onto or Included in advertisements without Company's express prior written consent. There can further be no sponsorships in stand-alone ads, without management prior written approval. **Please see attached list.**
9. There shall be no radio station presents/co-promotes or radio promotional comps without prior written permission from the Company or management. Promoter shall neither represent, nor authorize or permit any other person or entity to represent that the Engagement is being promoted, sponsored, co-promoted or co-sponsored by any product or service, or by any person or entity manufacturing, distributing, selling or otherwise dealing in or associated, directly or indirectly, with any product or service (including any newspaper, magazine, radio or television station, or any other entertainment medium).
10. The Promoter shall only use print ads, radio spots and television spots which have been approved by Company in writing prior to dissemination or broadcast, as applicable.
11. All radio and television advertising shall only use music designated or approved in writing by Company. ~~No music recorded by any person or group other than Company shall be used in any advertising in connection with the Engagement.~~
12. All marketing plans are to be submitted and approved by Company in writing ~~prior to on-sale.~~
 - a) Promotional Meet & Greet and Interview requests are subject to prior written approval by Company.
13. All advertising to be billed at net cost.



PERMITS

1. Promoter, at Promoter's cost shall obtain all licenses, permits, certifications, authorizations, or other approvals required by any union, guild, public authority, performing rights societies or other entity properly having jurisdiction over, or with respect to the Engagement, and shall comply with and fulfill all terms, conditions and covenants set forth therein, and all related rules, regulations, ordinances and law. This requirement includes driving permits where necessary for the Company and its transport contractors.
2. Promoter shall notify the Artist's representatives of any regional "Occupational Health and Safety" laws, acts or ordinances that would be applicable during the installation, presentation, or removal of Artist's show. Promoter warrants that all employees, sub-contractors, vendors, and other personnel, supplied by or contracted by the Promoter to follow all pertinent Occupational Health and Safety laws, acts, or ordinances.
3. Prior to the execution of this contract, Promoter shall notify Artist of any laws or rules governing specific regulations that could affect the performances hereunder, including, but not limited to, pyrotechnics, decibel levels, curfews, venue lighting, crowd control regulations, facility access, obscenity laws, and other performance restrictions. Such notification should not be interpreted to imply the Artist's consent to said restrictions. Consent (particularly when dealing with decibel restrictions) must be obtained from the Artist's representatives in writing.

THE PERFORMANCE

1. The band will perform one performance per day, and such performance shall be played without an interval.
2. The performance will last approximately 75 minutes, but it is acknowledged by all parties that the playing time is uncertain and will at all times be under the control of the Company. However, the Promoter will use his/her best endeavors to ensure that everything under his/her control is correctly arranged so that the performance can start on time.
3. All matters of performance production shall be controlled by the tour manager or his/her representative on behalf of the Company, and the tour manager shall decide the decibel level; however, the Promoter must inform the production of any local laws relating to permitted decibel levels or curfew times.
4. The band's performance does not require a master of ceremonies or an announcer, and no such person shall be employed without the prior written consent of the Company. Promoter's Mayor will make announcements prior to Engagement
5. All negotiations with union representatives, fire chief, police chief, venue manager, and any other authorities with respect to overtime or any additional payments must be completed by the Promoter at least one hour before the performance and the result of such negotiation conveyed to the Company's representative.
6. The Promoter shall ensure that it is safe for the band to perform on stage. If any missiles that may endanger the safety of the band or stage crew are thrown onto the stage during a performance, then the band in its absolute discretion shall be entitled to terminate the show, in which case the Promoter shall still be liable for the full fee due under the Agreement.

SUPPORT ACT

1. No other act ("Support Act") may appear on the same program without the prior written consent of the Company.
2. If a support act is used then the band shall have the first right to set up all instruments and equipment used in the performance, and such instruments and equipment shall not be moved or used by anyone other than the tour manager or production manager or anyone at their direction.
3. The support act shall not appear on any advertising without the prior written consent of the Company.
4. The band shall be entitled to a sound check for at least one hour before the official time of the opening of the venue doors to the public.

PAYMENT

Payment of the guaranteed fee and percentages as set out in the Concert Agreement shall be made as follows:

1. Fifty percent (50%) of the said guaranteed fee shall be deposited with the Company's agent as follows: ten percent (10%) upon signing the Agreement and the balance of forty percent (40%) thirty (30) days before the performance.
2. The balance of the said fee and percentages must be paid by ~~cashier's check upon settlement of the receipts and expenses (as set out below) on the day of the performance. If the tour manager so requests, part of or all of the balance shall be paid in cash.~~

With respect to performances for which the Company is being paid on the basis of a percentage, the following provisions shall be in effect:

1. The Promoter shall furnish to the Company's agent not later than thirty (30) days before the scheduled date of the Engagement a ticket manifest of the facility setting forth the number of tickets available in each price category. All tickets shall be sold in accordance with such manifest. The Company will have the right to approve all ticket prices.
2. It is agreed that the Agreement is computed on the basis of estimates for total expenses received by the Company from the Promoter. No increase to these expenses will be allowed without the written approval of the Company.
3. The Promoter will provide the Company's tour manager or his/her representative with a copy of the certified ticket manifest and a list of all show expenses actually incurred immediately prior to opening the box office on the day of the Engagement. In a case in which ticket prices vary according to whether they are purchased on the day of the Engagement or before, the Promoter will obtain different colored tickets for each type and price of sale. The Promoter will present to the representative of the Company a signed statement of the number and prices of all tickets sold in advance (prior to the opening of the box office on the day of the Engagement), together with all of the unsold pre-show day tickets.
4. The Company's tour manager shall have the right to check numbers of admissions and box office receipts at any time during or prior to the performance. The Promoter must produce all unsold tickets and a certified printer's manifest at the end of the Engagement for the tour manager's (or his/her representative's) inspection. All other tickets, except for those produced at the end of the Engagement intact, shall be deemed to have been sold, and the Company shall receive payment at the highest ticket price in the venue accordingly.
5. All counterfeit tickets shall be the responsibility of the Promoter, and the Company shall receive the full percentage payment for any admissions that result from such counterfeit tickets. The Promoter shall provide a full written breakdown of the promotional costs (including advertising costs) with valid receipt for the tour manager's (or his/her representatives) inspection on the night of the Engagement with a certified box office statement of the admissions, a photocopy of it and the breakdown of promotional costs must be sent to the Company's agent within seven (7) days of Engagement.
6. The Promoter warrants that all advance tickets will be available at list price and that if the Promoter has a booking office, the ticket for the Engagement will not be subject to any booking fees.
7. The Company expects that the entire floor area in indoor shows be sold as general admission, standing only, and the Promoter must advise the Company at once if this is not the case.
8. A representative of the Company shall have the right to be present in the box office prior to, during, and after the performance.
9. All percentage payments provided for hereunder shall be accompanied by a written signed statement of box office receipts from the Promoter and shall be forwarded to the Company within three (3) days of the Engagement.
10. All drop stubs and unsold tickets shall be retained by the Promoter for ninety (90) days after the date of the Engagement, during which time a representative of the Company shall be entitled to count and examine them and further the right to inspect the books and records of the Promoter so far as they relate to the Engagement.
11. All percentage payments provided for herein shall be paid to the tour/business manager or representative of the Company prior to the performance.
 - a) Percentage payments will be accompanied by a signed written statement from the Promoter, together with a certified invoice for each expense incurred by the Promoter in connection with the production of the Engagement. All expenses will be compared with the estimated expenses previously furnished by the Promoter, and all expenses in excess of those shown prior to the date of the expense will not be included in the expenses for this performance and will be the Promoter's responsibility.

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- b) If the actual aggregate paid expenses relating to any of the costs total less than estimated, then the expenses used to compute the percentage fee will be the actual costs as established to the reasonable satisfaction of the Company's tour manager (or his/her representative) based on the books, records, and paid bills maintained by the Promoter in connection with the performance.
12. If there is any assessment of tax by any taxing authority on the Company for moneys earned during the Engagement, the said tax is to be paid by the Promoter. It must be understood and agreed that no deductions whatsoever are to be taken from the contract price contained herein or from any percentages earned hereunder.
13. Ticket prices and the number of tickets available in each price category must appear on the face of this contract. All tickets shall be printed by a bonded ticket printer or if the Engagement is at a college or university, the official printing department of the college or university.
14. Any production fee as set out in the concert Agreement shall be paid separately from and in addition to the performance fees set out in the concert Agreement.

VENUE AGREEMENT

1. The Promoter shall provide the Company with a copy of the Promoter's Agreement with the venue and any additional documents relating to this Engagement before the tickets are put on sale.
2. The Promoter may withhold from sale only the number of tickets set forth in his/her Agreement with the venue. If the Promoter withholds any additional tickets for the venue, the Promoter shall be required to account for them as if they had been sold at the highest ticket price in the venue.

COMPLIMENTARY TICKETS

1. The Promoter will hold fifteen (15) complimentary tickets for use by the Company in locations requested by the Company. Should these not be used, they will be returned for sale to the public by 6:00 P.M. on the day of the performance, but no such tickets may be allotted from the first twenty rows.
2. Except as specifically provided above, the Promoter shall not distribute complimentary tickets nor permit the same to be distributed. The Promoter shall not, in any event, discount tickets as a premium, package, or series of concerts or performances or impose or permit to be imposed any service or handling charge on or in connection with the sale of tickets except and unless the Company shall grant prior express written permission, which it may refuse to do in its absolute discretion.
3. If people are admitted on the guest list, they shall not be entitled to enter with friends who are not named on the guest list.
4. The tour manager shall have the absolute approval of any "backstage list."

COUNTERFEIT TICKETS

The responsibility for the prevention of counterfeiting of tickets lies with the Promoter, and the Company shall not accept any loss in respect of such tickets.

MERCHANDISING

The Company reserves the sole rights to the sale of the band's merchandising in or about the place of their performance, and the Promoter is requested to take all reasonable measures to ensure that the merchandising crew individuals are able to undertake the sale of the goods as advantageously as possible. If there is not an established concessionaire at the venue, the Promoter may not appoint one for this show. The Company or its representative will deal directly with the Promoter in connection with a fair site fee for the concession for this show.

If any support act wishes to sell its own merchandise in the venue, then notice of its wish to do so must be given to the Company at least seven days before the Engagement or Engagements. **The Company is responsible for reporting all taxes and fees associated with the merchandise sales.**



PLAIN WHITE T's – 2018 RIDER

The Promoter hereby undertakes to use its best endeavors to prevent or stop the illicit or unauthorized sale of the band's merchandise or any other merchandise (other than food and drink) inside or outside the venue.

All merchandise settlements will be presented to the tour manager within 1.5 hours after the show. Please have the vendor discuss this with the tour manager when venue sells.

Artist acknowledges the importance of beverage vending at their concerts. Artist also recognizes the danger of items being thrown at the stage, mix positions, or lighting control consoles. Therefore, Artist encourages that all beverage items to be decanted into open top drinking cups before their distribution to the public.

PROMOTER'S EXPENSES, AUDIT, SETTLEMENT

The Promoter will present to the tour accountant (or tour manager) at 3 P.M. on the day of the Engagement originals of all bills, receipts, invoices, rental Agreements, sponsorship Agreements, advertising copy, staff time sheets, local tax and copyright laws, insurance documents, and related materials that prove the costs of this Engagement. All must be originals (copies will be made at settlement) pertaining to this Engagement, naming the band and dated.

These costs must be only out of pocket expenses by the Promoter and must be on a most favored nation basis with each supplier. The Promoter agrees to keep the costs to an absolute minimum concerning similar events.

All staff costs must be justified by signed receipts by the individual, his/her superior, and the venue manager; time sheets; and previous show documents.

All print advertising must have the detailed invoice, each individual dated tear sheet, and a signed affidavit (with the signee's telephone number) from the publication manager confirming the rate charged and insertion details. All radio advertising must have a detailed invoice backed up by a signed affidavit from the station manager (with his/her telephone number) and a cassette tape of the spot. All expense items submitted must be net of any commissions to any party whatsoever. Any long-term venue rental Agreement, related rates and cutoff conditions, and Promoter's interests or shares in supplier companies or ticket agencies that add a booking fee must be revealed at this time. The final box office statement must be signed by the box office manager, the venue manager, and the Promoter. The tour accountant will use the documents to determine the percentage break figure, but the figure will be no higher than stated on the face of this contract. No damage deposits will be allowed as expenses. All expenses that are not properly verified shall not be included and will be the sole responsibility and liability of the Promoter.

INSURANCE

It is the essence of this Agreement that the Promoter will provide public liability insurance coverage against injuries to person or property as a consequence of the installation and/or operation of the equipment provided by the Company.

Further, the Promoter shall maintain in effect a policy of employer's liability insurance or its equivalent in the relevant country covering all of its employees who are involved in the installation, operation, and/or maintenance of the equipment provided by the Company.

The policy shall provide no less than one million U.S. dollars (\$1,000,000) coverage per occurrence.

The policy must list as named insured: **Dr. Kenneth Noisewater, Inc.**, its employees, agents, and management.

Proof of this insurance must be provided by a Certificate of Insurance, furnished to the Company, ~~no less than thirty (30) days~~ prior to the Engagement. This certificate must demonstrate that the policy cannot be canceled without notification to the named insured.

Lack of this certificate is cause for breach of this contract. Further, lack of this certificate does not relieve the Promoter from their obligations regarding public liability insurance as stated here.

~~Promoter shall indemnify and hold Artist, their employees, principals, directors, officers, agents, and representatives, safe and harmless from any loss, damage or expense, including attorneys' fees, incurred or suffered by or threatened against Artist, their employees, principals, directors, officers, agents, and representatives in connection with or otherwise as a result of, any claim including, but not limited to, claims for personal injury or property damage or otherwise by or on behalf of, any third party person, firm, or corporation as a result of, or in connection with, the Engagement which is the subject of this Agreement, which claim does not directly result from Artist's intentional recklessness. This provision may never be waived and is the essence of this Agreement.~~ The City of Eustis cannot under the law agree to indemnify. Please see Section 768.28 (19) for details.



CONTRACT RIDER

FACILITY ACCESS

The Artist show will require a minimum of ten (10) hours from load-in to load-out. Starting times will depend on venue availability but would typically be between 11:00am - 2:00pm. This access must include all of the venue facilities relevant to the production, specifically power, floor access, parking, dressing rooms, and offices.

AUTHORIZED REPRESENTATIVES

A representative of the local Promoter and a building representative - both with the power to make decisions - must be on site for all working hours, beginning with the stage load-in, through the show and until the stage load-out. Please have all seat on-sale maps and manifests at time of load-in.

STAGING **As advanced**

STAGE REQUIREMENTS

Artist Production will require the venue or local Promoter to provide a stage area with a minimum of thirty two (32') wide and twenty four feet (24') deep. The surface must be smooth, free of holes, obstructions, and capable of supporting one hundred and sixty (160) pounds per square foot.

Please note that the stage, that is, back wall, cycle track, fire exits, and so on, must be totally level and clear of all obstructions by a minimum of eight feet (8'). **The stage is a historical bandshell and has it's physical limits as submitted with the offer. No fasteners may be attached within the venue.**

If the production manager determines that the stage is not stable at any point, there must be materials available (plywood decking, screw jacks, shims, etc.) to make any necessary repairs.

With the exception of personnel directly involved with the running of the show who will be issued passes, the stage and the immediate surrounding area will be cleared completely during the performance. During the entire performance, the stage area will be under the absolute supervision of the Company's production manager. The security guards must be informed that only those people with passes may be admitted to the stage area.

STAGE MASKING

~~The stage must be draped in dark colored masking legs on sides facing the audience with the downstage edge also masked if it can be seen from the audience.~~

SIDE STAGE WORK WINGS

As per advance.

STAIRS

Artist Production will require the venue or local Promoter to provide two (2) sets of stage access.

Production will position at load-in. Please provide a clip-on light fixture for all stairways and egress areas.

RAILING

~~Artist Production will require the venue or Promoter to provide a four-feet (4') high handrail along the entire upstage of the main deck as well as the first eight feet (8') of the stage left and right sides, starting on the upstage corner. The remaining part of the main stage deck and work wings will require a toe rail to be placed along the outside edge.~~

The entire floor area beside the stage must be kept completely clear from the side of the stage to the seats on both sides of the stage.

This area will be used to place other show related equipment at the discretion of the production manager. If there are any fire lane or emergency egress requirements, which restrict the use of this area, please inform the production manager during the production advance.



PLAIN WHITE T's – 2018 RIDER

STAGE, FRONT OF HOUSE BARRICADES

~~The Promoter must provide professional grade blow-through barricades for front of stage, and front of house positions.~~

DRUM RISER

Artist will require an 8' x 8' x 1' rolling drum riser, with a drum rug.

MIXING POSITIONS

Both sound and lighting mixers shall be placed at the center of the room, equidistant from the left and right loudspeaker arrays, and is not to be located under a balcony or any other overhead structure. ~~The sound mixer shall be on a platform that is eight feet wide by eight feet deep by one foot tall (8' x 8' x 1').~~ The final placing of this sound mixer must be approved by the Company's production manager. The lighting mixer will be on a platform that is eight feet wide by eight feet deep by two feet tall (8' x 8' x 2'). The position and size of these platforms are subject to change.

For outdoor events a tent must be available to cover the mixing area.

~~The venue or local Promoter is also required to provide an adequate lighting system, typically consisting of 64k of static lighting and at least 6 moving lights, as well as an upstage black drop covering the width of the stage. Artist is not traveling with a lighting engineer and will need one provided by the Promoter.~~

The venue or local Promoter shall provide a barricade to completely surround the sound, lighting positions.

SPOTLIGHTS

~~The Promoter must provide two (2) suitable and adequate front of house (FOH) spotlight support towers or at the request of the production manager, two (2) suitable, sturdy, and secure positions for the front of house (FOH) spotlights.~~

The Promoter will bear the wages of the two (2) spotlight operators.

HOUSE LIGHTS

Artist's production manager shall control the cueing of the house lights in relation to the show. The Promoter will make ~~arrangements for all lights not required by the local safety ordinances to be turned off during the performance. This especially applies to private suites, clocks, scoreboards, advertising, concessions, TV screens, etc. This show requires a complete blackout.~~

POWER REQUIREMENTS

The Artist tour will not be carrying a generator/power package for the tour. Promoter will be responsible for supplying all necessary power for catering, dressing rooms, offices, buses, etc.

Following are the electrical requirements for this show; all power must be 110v 3-phase, five (5) wires, and grounded neutral:

Sound#1 - One (1) separate 100-amp three phase service

Stage#1 - One (1) separate 100-amp three phase service

~~Lights#1 - One (1) separate 400-amp three phase service~~

~~Rigging - service will be taken from lighting~~

LOADING DOCK

Please ensure that the load-in area is well lit at all times, and completely clear of all unnecessary equipment and debris at the time of load-in and load-out. Because Artist's Production will load some equipment from the floor, please also ensure that the front half of the floor directly in front of the stage is completely clear of chairs at the start of load-in or pre-rig.

Immediately after the show a house crew will be required to clear this half of the floor of chairs and debris.

PLAIN WHITE T's – 2018 RIDER

PARKING

A secured parking compound will be required within the immediate backstage area. The parking area should have enough room for the following vehicles:

- One (1) Artist's bus and trailer (65')
- Two (2) Artist vans with trailers (25' each)
- One (1) Runner vehicle

Any necessary parking permits that will allow unimpeded access for the above must be provided by the Promoter/facility. The above parking areas must have 24-hour access from the stage load-in through the stage load-out. This area must also have 24-hour security during this time period.

CREW

Please note that these calls will vary according to the venue and must be advanced and confirmed by the production manager. For show budget purposes, please estimate calls at their minimum length.

LOAD-IN CALL – TIME TBA

- Four (4) Stage Hands
- Two (1) Audio Technicians
- ~~One (1) Lighting Technician~~
- One (1) Runner
- ~~One (1) Steward (if required)~~

SHOW CALL - TIME TBA

- Two (1) Audio Technicians
- Two (2) Minimum Deck Crew (dark clothes for set changes)
- ~~One (1) House Lights (House electrician)~~

PRODUCTION OUT CALL – TIME: (1/2 HOUR PRIOR TO THE END OF THE SHOW)

- One (1) Runner
- One (1) Steward (if required)
- Four (4) Stage Hands

Labor requirements subject to change at the sole discretion of Artist's production manager.

RUNNER REQUIREMENTS

vehicle.

Promoter must provide one (1) knowledgeable runner and ~~one (1) twelve (12) passenger van to transport the Artist party for all airport arrivals and departures (not all shows) and to and from the venue and local hotel. This van will also be used to transport the tour staff to and from the local hotel and the venue.~~

Runner must have a valid driver's license and vehicle's insurance.

The runner should be a full-time position for the day (i.e. not stage hands or caterers, etc., nor to be a shared position with caterers, Promoters, the venue, etc.). Please make sure the driver understands and speaks English and is familiar with the locality. The runner must have a cell phone.

PRODUCTION OFFICES AND PHONES ~~As advanced, this venue does not allow for a production office, accommodations may be made at the Aquatic Offices upon request.~~

All of the following rooms must be clean and lockable with adequate lighting, electrical outlets, waste cans and furnishings. All offices should be ready, available and organized prior to load-in. Production will not be carrying their own phone instruments. Please have phone jacks tested and marked with correct numbers prior to arrival.

~~Office #1: One large (at least 400 sq. ft.) office for Artist's Production use only. This office should have one (1) phone line. These phone line is to be direct dial. This office should be located as near to the stage area as possible.~~

DRESSING ROOMS As advanced, venue dressing rooms are very small and simple. A sofa or any large furniture are not feasible in this environment.

Dressing rooms must be available for entry at 1:00 P.M. on show days. All rooms must be clean and lockable with appropriate heating and air-conditioning available. Artist will require a minimum of 1 room.

#1 DRESSING ROOM: ARTIST

Medium to large size room, moderately but adequately lit (no overhead fluorescent tube lighting), with one (1) large comfortable sofa, and two (2) large comfortable chairs (living room like accommodations, i.e. coffee tables, lamps, mirrors). There should also be adequate facilities for hanging wardrobe such as wall hooks or wardrobe pole rack and clean carpet or reasonable floor coverings. Two (2) eight-foot (8') long tables for catering.

Restroom with clean showers within direct access is required. Showers are available at the nearby Aquatic Center if absolutely necessary.

#2 DRESSING ROOM: SUPPORT ACT(S)

Medium to large size room, moderately but adequately lit (no overhead fluorescent tube lighting), with one (1) large comfortable sofa. Restroom with clean showers.

Please insure that the venue keeps the hot water on for one hour after the load-out is completed so the tour staff has time to take showers.

CATERING

Please maintain coffee, tea, and water service in catering area throughout the production run. Breakdown of this station will be at the discretion of the tour manager. Please keep area clean, and stocked with sugar, cream, honey, ice, cups, etc.

ARTIST DRESSING ROOM 1

SET UP TIME: 2:00 PM

See attached hospitality rider. The tour manager will be your dressing room catering contact.

PRODUCTION OFFICE TBD

SET UP TIME: 12:00 PM

Twelve (12) new bath towels, and Twelve (12) new face towels (dark colors only). All pre-washed.

Twenty-four (24) 500 ml bottles of water.

The tour manager would prefer to coordinate the after-show food through the show runner.

Delivery times and place will be determined on show day. Please insure the production runner has an assortment of menus for surrounding restaurants (subway, pizza, take-out, etc.).

ADDITIONAL EQUIPMENT

- a) Large first aid kit for local stagehands.
- b) Four (4) large, clean trash barrels and liners in stage area.

DOORS OPENING Venue is in a large public park and part of a large festival. The public is not restricted.

~~Doors will not be opened to the public without Artist's tour manager consent.~~



MEDICAL

~~A doctor with privileges of admission to a nearby hospital or clinic should be available on an emergency basis during all periods of construction, setup, performance, and tear down. The name and telephone number should be given to the Company's production manager.~~

GENERAL SECURITY As advanced.

The Promoter shall provide adequate, clearly identifiable, and responsible security staff from the time of the load in until all the equipment has been fully loaded in the vehicles at the end of the show, for the protection of the band's equipment both on and off stage. General venue security personnel will be expected to wear the uniform normally worn, but any security personnel positioned behind the crowd control barricades must wear black T-shirts.

Within this general stipulation, the Promoter shall, in particular, provide the following personnel:

1. Two (2) persons to be available from the time the band arrives.
2. From 6:00 P.M. or from the time the doors open, whichever shall be sooner, one (1) person per access point to the backstage area at all times.
3. One (1) person for the dressing rooms.
4. Two (2) persons, one (1) on each side of the stage behind the public-address system.
5. One (1) persons at the house mix position in the auditorium.
6. After the performance, at least two (2) additional persons to assist in the backstage area to control all visitors, autograph hunters, and so on.
7. One (1) security person to guard the buses and other vehicles.

At all times from the arrival of the equipment, the security personnel must take their instructions from the tour manager or whomever he/she delegates for this job. This particularly applies to security staff backstage, onstage, and front of stage. Before the doors open, the tour manager or his/her delegate must be introduced to the person in charge of security, who must speak fluent English and take his/her instructions from the tour manager. The Promoter will arrange a meeting between the tour manager or his/her delegate and all security staff before the doors are open. A sign-in sheet will be mandatory for all personnel. In the event of unreasonable violence by any security personnel upon members of the public, the Company reserves the right to cancel or terminate the show immediately, and the Company will be entitled to its full contracted fee.

The Promoter must not permit anyone backstage who does not have a pass issued by the tour manager or his/her delegate. The Promoter agrees that any passes issued by the Company will be recognized by the security personnel. The tour manager will show the Promoter's representative all types of passes that the Company has issued. Passes issued by the Promoter will only be valid upon tour manager's approval.

In the instance of two or more consecutive performances being staged in the same venue, Promoter will supply constant 24-hour security coverage by a team of no less than two (2) security personnel. This team is to patrol at all times areas of the Artist production equipment, production offices, dressing rooms and parking areas as directed by the production manager and or Head of Security. This security will be continuous from the time of departure of the Artist Production staff until their return the following day.

ACCOMODATIONS

~~If the Promoter is to supply accommodations it must be a minimum four-star hotel (international rating), close the venue. The hotel should include a restaurant, business center, fitness facility, and in-room high speed Internet. The hotel should be in a safe location near shops and restaurants. Artist will require eight (8) king size rooms, non-smoking.~~



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MEDIA

Artist Inc. handles all Artist's public relations. All interviews, special promotions, or any other requests involving radio, television, press, or fans, must be cleared by Artist' tour manager or they will not be accommodated.

A handwritten signature in dark ink, appearing to be a stylized 'K' or similar character.

Plain White T's

TECH RIDER

(Rev. February 2018)

SOUND SYSTEM As advanced.

Please provide a professional grade 3 or 4-way, full range, active crossover system capable of producing an undistorted 110dbA SPL evenly to all audience, using fills/delays when and where necessary.

Main House system must be in stereo. Each additional zone such as balcony fills, and front fills must be controlled off separate console matrixes or auxiliaries.

The mix position must be near the center of the room, equidistant from the left and right speakers.

Left, Right, Sub, Fills from the desk. No routing into another desk.

Please provide a Lake LM-44's (or similar controller) and a wireless PC tablet for EQ and time alignment of all PA zones.

Please provide a talkback line and communication system (intercom) connecting the front of house and monitor world.

FOH As advanced - 6 speakers per side. Will not be flown.

Front of House console should be a **minimum of 40 inputs** plus stereo returns.

Console: Midas Pro Series (Pro2), M32; Yamaha CL Series, PM5D; Avid Venue Series; Soundcraft Vi Series. **No Behringer.**

Loudspeakers: d&b audiotechnik; L-Acoustics; Meyer; EAW; JBL; VUE Audiotechnik; QSC (flown whenever possible).

No Peavey, Carvin, Mackie, Behringer PA systems.

Subs and Front Fills should be routed via aux sends.

Front Fills: Apogee AE-2 s2, Meyer UPM1P, JBL MS-28, EAW JF80.

STAGE/MONITORS As advanced - in-ear rig and console provided by the Artist. No engineer needed.

Console should have a **minimum of 32 inputs**, 16 busses, PFL.

Console: Midas M32 with a wireless access point connected and tested, with the Midas M32-QUE app. All band members will need to connect to the console.

Stage Monitors & Power:

Five (5) Sennheiser 2000 or EW 300 G3 series, or Shure PSM 1000 or 900 (stereo mixes)

Eight (8) Receivers (four for the downstage musicians, two for the techs, one for the monitor engineer, one spare)

One (1) Shure P9HW (hardwired personal monitor bodypack)

One (1) Antenna Combiner

One (1) Paddle style or Helical Antenna

Two (2) 50ohm RG8 RF Cable (1 for Spare)

Fresh Batteries

We use **only in-ear-monitors**, no wedges or side fills are used. Please clear all wedges from the front of stage.

Crossovers and power amps must also be matched.

Plain White T's is not carrying a monitor engineer. We supply the console file for the M32. Please supply a competent engineer who is familiar with the system being provided and mixing in-ear-monitors.

MIC/DI PACKAGE

As per input list.

MIC STANDS:

As per input list.

ATLAS or K&M brand stands please! All black in color.

PLAIN WHITE T's – 2018 RIDER

MIC SPLITTER:

48ch Splitter 2 Way Passive

STAGE BOXES:

- (4) 12pr Stage Sub Snake Box (Female XLR to Mult)
- (4) 100ft 12pr Mult
- (4) 12pr Mult Male XLR Fans (For patching into splitter)

SNAKE:

- 100m 75ohm BNC (FOH)
- (1) 25ft 48ch Multi to Male XLR (MON)

INTERCOM SYSTEM:

- (2) Intercom Headsets
- (2) Intercom Beacon Packs with flasher units
- (1) Intercom Master Station in Monitor world

WORKBOX WITH:

- 5 colors of Electrical tape, Black Gaff tape, Colored Gaff tape.
- XLR turnarounds: Four (4) Male to Male, Four (4) Female to Female, Four (4) Male XLR to 1/4" TRS, Four (4) Female XLR to 1/4" TRS
- XLR Y-cables: Two (2) male to 2 female, Two (2) female to male

AUDIO PERSONAL:

- 1x PA/FOH technician
- ~~1x Monitor Engineer (PWT do not have a Monitor Engineer).~~ **per advance.**
- 1x Stage technician

All components must be advanced, any and all changes or substitutions need to be approved by production manager.

Contact:

Carlos Novais
Tour/Production Manager • Sound Engineer
310.628.3622 Cell
carlosnovais@mac.com



PLAIN WHITE T's – 2018 RIDER

Plain White T's

INPUT LIST

(Rev. February 2018)

PLAIN WHITE T's
2018 Input List

INPUT	SUB-SNAKE	SOURCE	MICROPHONE/DI	STAND
1		Kick In	Beta 91	x
2		Kick Out	Audix D6	Short Boom
3		Snare Top	Telefunken M80	Short Boom
4		Snare Bottom	SM 57	Short Boom
5		Snare Top 2	Telefunken M80	Short Boom
6		Hi Hat	Neumann KM 184	Medium Boom
7		Rack Tom	Sennheiser e904	Mic Clamp
8		Floor Tom 1	Sennheiser e904	Mic Clamp
9		Floor Tom 2	Sennheiser e904	Mic Clamp
10		Ride	Neumann KM 184	Short Boom
11		SR OH	KSM 32	Tall Heavy Boom
12		SL OH	KSM 32	Tall Heavy Boom
13		Tambourine	SM 57	Medium Boom
14		Bass Direct	Avalon US DI	x
15		Bass Cabinet Mic	Beyerdynamic M 88TG	Short Boom
16		x	x	x
17		<< SR Guitar Combo Amp	Sennheiser e906	Short Boom
18		< SR Guitar Combo Amp	Sennheiser e906	Short Boom
19		< SR Acoustic Guitar	Active DI	x
20		Center Acoustic Guitar	Active DI	x
21		<< SR Vox - Dave	SM 58	Tall Heavy Boom
22		< SR Vox - Tim	SM 58	Tall Heavy Boom
23		Center Vox - Tom	SM58	Tall Heavy Straight
24		SL Vox - Mike	Beta 58	Tall Heavy Boom
25		Drums - De'Mar	SM 58	Tall Heavy Boom
26		Spare Vox	SM 58	Tall Heavy Boom
27		Click	Passive DI	x
28				
29				
30				
31		FoH Music Playback L	Active DI	x
32		FoH Music Playback R	Active DI	x

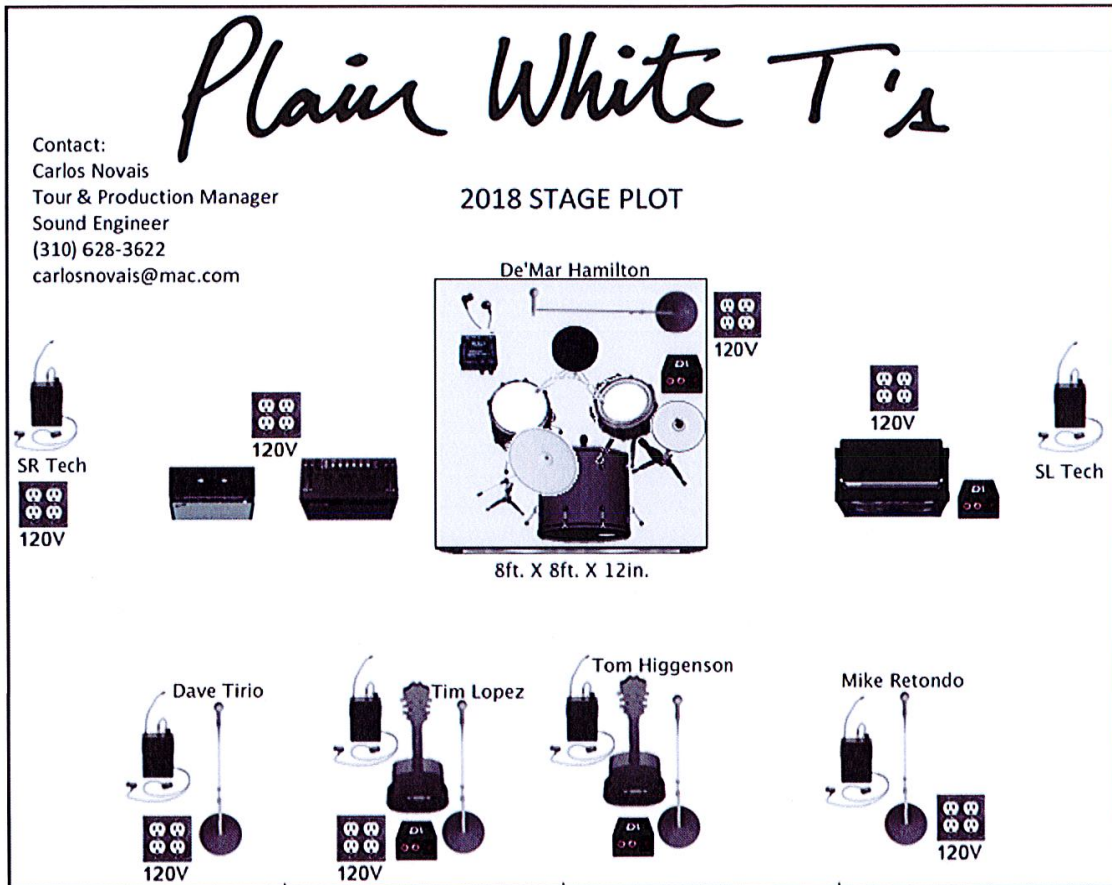
Contact:
Carlos Novais
carlosnovais@mac.com
(310) 628-3622



Plain White T's

STAGE PLOT

(Rev. February 2018)



Plain White T's

BACKLINE RIDER

DRUMS (DW):

One (1) 14x24" Bass Drum
Two (2) 6.5x14" Snares
One (1) 5x13" Snare Drum
One (1) 9x13" Suspended Rack Tom
One (1) 16x16" Floor Tom w/ legs
One (1) 16x18" Floor Tom w/ legs

DW 9000 Hardware:

One (1) 9500 Two Legged Hi Hat Stand (with Short AND Long Rods)
Two (2) 9000 Chain Drive Single Kick Pedals
Two (2) 9300 Heavy Duty Snare Stands
One (1) 9991 or 9900 Tom Stand
Five (5) 9700 Heavy Duty Double Braced Straight/Boom Cymbal Stand
Two (2) 9100M Round Seat Thrones

CYMBALS:

(1) 15" K Hi Hats
(1) 18" K Dark Crash
(1) 20" A Custom EFX or K Dark Crash
(1) 22" K Constantinople Renaissance Ride or K Dark Ride

DRUM MISCELLANEOUS:

All Remo Heads (new):
Kick: Powerstroke 3
Snare: Coated Controlled Sound X
Toms: Clear Vintage Emperors
One (1) LP Duo Shaker
One (1) LP Double Row Tambourine
One (1) Pair of Mallets
One (1) 8'x8' Drum Carpet

AMPLIFIERS:

One (1) SVT-CL Bass Amplifier
One (1) Ampeg SVT 810 E Bass Speaker Cabinet
Two (2) Fender Deville Combo Amplifiers (one is a backup)
Two (2) Vox AC-30 Combo Amplifiers (one is a backup) **As advanced, substitution may be necessary.**

GUITARS:

Two (2) Taylor Acoustic Guitars w/ pick up system and 1/4" output jack
Two (2) Gibson Les Paul Electric Guitars
One (1) Gibson ES-335 Electric Guitars
Two (2) Fender USA Standard P-Basses

Please see page 2 for more backline info



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Backline Rider pg2

OTHER MISCELLANEOUS:

One (1) Avalon U5 DI (for Bass Guitar)
Four (4) Hercules GS414B Hanging Guitar Stand
One (1) Eight Slot Ultracase Guitar Boat
Eight (8) 1/4" 15 ft. Cables
Four (4) Boss TU-3 Tuners
Six (6) Black Nylon Guitar Straps
Two (2) Vornado 630 Fans
Fresh, new strings for all of the above guitars:
Bass: Ernie Ball 45's
Electric Guitar: Ernie Ball Regular Slinky 10~46
Acoustic Guitar: Ernie Ball 12's
Six (6) 25 lbs. black Theatrical Sand Bags (e.g.: Global Truss brand)

CONTACT: Carlos Novais (Tour/Production Manager, Sound Engineer) | carlosnovais@mac.com (310) 628-3622



HOSPITALITY

(Rev. February 2018)

Please refer to next page for hospitality rider.

It is a generic list. Please advance with tour manager regarding the Artist's needs for the date of your Engagement.



PLAIN WHITE T's – 2018 RIDER

Plain White T's
PLAIN WHITE T'S HOSPITALITY RIDER 2018

EVERY SINGLE ITEM on this list will be needed, unless otherwise amended by the tour manager, as the needs for each day may vary.
This is VERY IMPORTANT, in order to avoid last minute requests.
Please advance with Tour Manager, before shopping; Carlos Novais (310) 628-3622, carlosnovais@mac.com

1	750ml TITO'S VODKA	\$	23.99
1	750ml BULLETTOR KNOB CREEK BOURBON	\$	35.99
1	750ml DEL MAGUEY VIDA MEZCAL	\$	35.99
1	20pk-12oz PACK MILLER LITE Cans	\$	18.99
1	12pk-12oz MILLER HIGH LIFE Cans	\$	9.99
1	12pk-11oz PACK STELLA ARTOIS Cans	\$	18.99
2	BOTTLES RED WINE (A \$15 - \$20 BOTTLE)	\$	40.00
2	CASES (48) 16-20 OZ BOTTLED SPRING WATER	\$	10.99
6	LITER BOTTLES OF GLACEAU SMART WATER	\$	12.99
6	LITER BOTTLES OF GLACEAU SMART WATER-SPARKLING (IN CASE YOU CAN'T FIND LACROIX)	\$	12.99
12	CANS LACROIX SPARKLING WATER (Mixed Flavors)	\$	8.00
4	BOTTLES OF KOMBUCHA TEA (Mixed Pack)	\$	16.99
4	BOTTLES VITAMIN WATER ZERO (ANY FLAVOR)	\$	9.99
12	DIET MOUNTAIN DEW	\$	8.00
6	COKE ZERO	\$	4.00
1	4pk-12oz SUGAR FREE RED BULL	\$	11.99
1	59oz Poly Free ORANGE JUICE (WHEN VODKA IS PROVIDED)	\$	3.49
1	59oz GRAPEFRUIT JUICE (WHEN VODKA IS PROVIDED)	\$	3.49
1	16oz OF ORGANIC CREAMER	\$	3.49
1	ELECTRIC KETTLE (For Tea)	\$	-
1	DRIP COFFEE MAKER WITH FILTERS	\$	-
1	12oz BAG OF GROUND LOCAL COFFEE (PLEASE GRIND FOR DRIP)	\$	10.99
1	BOX OF ORGANIC THROAT COAT TEA	\$	4.99
1	BOX OF SUGAR IN THE RAW PACKETS	\$	10.99
1	SMALL JAR OF ORGANIC RAW HONEY	\$	9.99
1	SMALL SIZE VEGGIE TRAY	\$	9.99
1	LOAF WHOLE GRAIN OR WHEAT BREAD	\$	5.99
1	PACK VEGGIE TURKEY (FIELD ROAST, SMART DELI OR TOFU RYKY)	\$	4.99
1	LARGE DELI TRAY W/ SLICED TURKEY BREAST, HARD SALAMI, PROSCIUTTO, SLICED CHEESE (PROVOLONE, MUENSTER, GOUDA, SWISS)	\$	32.99
1	LARGE TRAY W/ LETTUCE, ONION, TOMATO, HOT PEPPERS, PICKLES	\$	-
1	ALL DELI TO BE BOARS HEAD OR APPLIGATE FARMS	\$	9.99
1	PACK STRING CHEESE	\$	-
1	JAR DILL PICKLES	\$	4.99
1	ORGANIC HOT SALSA (FRESH REFRIGERATED TYPE PREFERRED)	\$	3.99
1	TUB HUMMUS (ROASTED RED PEPPER, SPICY, OR PLAIN)	\$	4.99
1	JAR ORGANIC NO-STIR PEANUT BUTTER	\$	5.99
1	JAR ORGANIC PRESERVES (STRAWBERRY OR RASPBERRY)	\$	5.99
1	BAG STACY'S PLAIN PITA CRISPS	\$	5.99
1	BAG ORGANIC TORTILLA CHIPS	\$	2.99
1	BAG SKINNY POP OR BOOM CHIKA POPCORN	\$	2.99
1	SNYDERS OR ROLD COLD HONEY BRAIDED TWIST PRETZELS	\$	2.99
1	BAG DORITOS (HABANERO, CRAZY FLAVOR, NACHO)	\$	2.99
1	ORGANIC SALTED MIXED NUTS	\$	6.49
2	LARGE BAG BEEF JERKEY	\$	13.99
1	PKG BEEF STICKS	\$	6.99
1	BOX KASHI OR NATURE VALLEY GRANOLA BARS	\$	3.99
4	VEGA SPORT PROTEIN BARS	\$	12.00
1	BAG CANDY (BUTTERFINGER, TWIX, SNICKERS. YOU PICK)	\$	11.99
3	BANANAS	\$	1.99
3	ORGANIC APPLES (HONEY CRISP OR PINK LADY)	\$	2.99
2	LIMES	\$	1.49
1	3pk OF SUGAR FREE ORBIT GUM (ANY MINT FLAVOR)	\$	2.99
1	72ct BOTTLE AIRBORNE Vitamin C GUMMIES	\$	16.99
1	BOX EMERGENC	\$	9.99
1	BOTTLE OF ADVIL LIQUID GELS	\$	4.99
1	40ct CLARITIN Allergy 24 HOUR Tablets	\$	10.69
1	21ct RICOLA NATURAL HERB COUGH DROPS	\$	2.99
1	30ct SLEEVE OF RED SOLO CUPS	\$	4.49
1	30ct SLEEVE OF 16oz HOT CUPS	\$	9.99
1	ROLLS PAPER TOWELS	\$	1.99
1	BOX KLEENEX	\$	2.49
1	PACK FLUSHABLE WIPES (NOT WET ONES THINK BABY WIPES)	\$	2.99
12	FACE TOWELS - BLACK (PRE-WASHED)	\$	-
12	BATH TOWELS (PRE-WASHED)	\$	-
3	AFTER-SHOW PIZZAS: 1 VEGGIE, 1 MARGHERITA, 1 PEPPERONI	\$	30.99
	TOTAL	\$	612.65

HEAVY DUTY DISPOSABLE PLATES & BOWLS PLASTIC SPOONS, FORKS, AND KNIVES
CONDIMENTS: MAYO, DELI MUSTARD

- 1 LARGE COOLER W/ ICE (FOR BEER), replenished throughout the day
- 1 LARGE COOLER W/ ICE (FOR SOFT DRINKS), replenished throughout the day
- 1 BUCKET W/ CLEAN ICE (FOR DRINKS), replenished throughout the day

AGREEMENT

THIS AGREEMENT MUST BE INITIALED/SIGNED AND EMAILED OR FAXED TO:

An Agency or Management representative

Promoter Representative Name: Ronald Neibert

Promoter Representative Signature: [Signature]

Date: 2/11/19



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: RESOLUTION NO. 19-27: APPROVAL OF PURCHASE IN EXCESS OF \$25,000 FOR GEORGEFEST MUSICAL ENTERTAINMENT

Attachments:

[Staff Report Res 19-27 Purchase of Georgefest Musical Entertainment](#)
[Resolution No 19-27 Purchase of Georgefest Musical Entertainment](#)
[APA - AGENCY FOR THE PERFORMING ARTS INC](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 15 Mar 2019
Approved - 15 Mar 2019



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: MARCH 7, 2019

RE: RESOLUTION NO. 19-27 APPROVAL OF PURCHASE IN EXCESS OF \$25,000 FOR GEORGEFEST MUSICAL ENTERTAINMENT

Introduction:

Resolution No. 19-27 approves a purchase in excess of \$25,000 for a purchase in excess of \$25,000 for Georgefest musical entertainment.

Recommended Action:

Staff recommends approval of the resolution.

Background:

The Events & Tourism Office was able to obtain the successful and popular rock and roll band, Plain White T's, as the headlining performance at the City's annual Georgefest event. The concert was very well-attended and served as a performance which was fitting for the City's highly popular feature culture and entertainment event of the year.

The Fiscal Year 18-19 Events & Tourism Office Budget includes amounts necessary for Georgefest entertainment. The cost for services rendered by the band is \$35,000.

Alternatives:

1) Approve Resolution No. 19-27 and authorize the purchase of the entertainment services.

Discussion of Alternatives:

1) Alternative 1 approves the purchase.

Advantages:

- The City will honor the contract and effect payment for satisfactory services rendered.

Disadvantages:

- None.

Budget Impact:

The approved FY18-19 General Fund Events & Tourism Budget includes funding for the musical performance.

Reviewed by:

Colleen Scott, Finance Director

Prepared by:

Rob Visser, Deputy Finance Director

Attachment: Plain White T's Contract

RESOLUTION NO. 19-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AUTHORIZING A PURCHASE IN EXCESS OF \$25,000 FOR GEORGEFEST MUSICAL ENTERTAINMENT.

WHEREAS, the City's approved FY 2018-19 Events Budget includes funding for the annual Georgefest musicians and entertainers; and

WHEREAS, the City reserved the services of the successful band known as the Plain White T's as a musical act fitting for the highly popular Georgefest event; and

WHEREAS, it is in the best interest of the City to execute the contract with the band and to effect payment for services rendered for a successful performance.

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

- (1) The City Manager is hereby authorized to approve this purchase in excess in \$25,000; and
- (2) That the Finance Director is hereby authorized to complete the transaction in accordance with this resolution.

DONE AND RESOLVED this 21st day of March, 2019, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez
City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by Michael L. Holland, Mayor/Commissioner, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-27 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk



Date: February 12, 2019

To: Eustis Georgefest

Invoice#: 1 of 1

Attn: Erin Bailey

From:
Dr. Kenneth Noisewater, Inc.
15260 Venture Blvd.
Suite 2100
Sherman Oaks, CA 91403

Individual	Date	DESCRIPTION	VENUE	LOCATION
Eustis Georgefest	2.13.19	Balance	Eustis Georgefest	Eustis, FL

DUE DATE	CURRENCY	DESCRIPTION	AMOUNT DUE
2.24.19	USD	Balance	\$17,500.00
			Total: \$17,500.00 USD

*Balance can be paid via wire or check on day of show.

Return check to
EB on 2/22/19

USD WIRE INSTRUCTIONS

BANK: CITY NATIONAL BANK 400 N ROXBURY DR BEVERLY HILLS, CA 90210

ACCOUNT NAME: DR KENNETH NOISEWATER, INC.

SWIFT NO:

ABA NO: 122 016 066

ACCOUNT NO: 112 491 260

MEMO: PWT's Feb.24 Balance

Revised for spelling of vendor

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
DR KENNETH NOISEWATER, INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
15260 VENTURA BLVD STE 2100
City, state, and ZIP code
SHERMAN OAKS, CA 91403

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
2	0	-	5	0	4	1	5	8 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Krista Wayne* Date ▶ 1-3-2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Date: February 12, 2019

To: Eustis Georgefest

Invoice#: 1 of 1

Attn: Erin Bailey

From:
APA
150 Fourth Ave N,
Suite 2300,
Nashville, TN 37219

Individual	Date	DESCRIPTION	VENUE	LOCATION
Eustis Georgefest	2.13.19	50% Deposit	Eustis Georgefest	Eustis, FL

DUE DATE	CURRENCY	DESCRIPTION	AMOUNT DUE
2.13.19	USD	50% Deposit- PWT's	\$17,500.00
			Total: \$17,500.00 USD

USD WIRE INSTRUCTIONS

BANK: UNION BANK OF CALIFORNIA, 9460 WILSHIRE BLVD., BEVERLY HILLS, CA 90212

ACCOUNT NAME: AGENCY FOR THE PERFORMING ARTS, INC.

SWIFT NO: BOFCUS33MPK

ABA NO: 122 000 496

ACCOUNT NO: 478 006 4698

MEMO: DATE OF ENGAGEMENT/ARTIST/LOCATION

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AGENCY FOR THE PERFORMING ARTS, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 405 SOUTH BEVERLY DRIVE	
6 City, state, and ZIP code BEVERLY HILLS, CALIFORNIA 90212	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
1	3	-	1	9	6	6	7	0	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Tony Niles</i>	Date ► <i>1/2/2018</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Contract #: 79244
Issue Date: 2/7/2019
Agent: Val Wolfe

Agreement made this date, Thursday, February 7, 2019 by and between Dr Kenneth Noisewater, Inc (hereinafter referred to as Artist) and City of Eustis (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Plain White T's
BILLING: 100% Headline
DATE(S): Sunday, February 24, 2019

VENUE: Eustis Georgefest
ADDRESS: 250 Ferran Park Drive
Eustis, FL 32726
CAPACITY: TBD
AGES: All Ages

TICKETS: (USD)	<u>Tier</u>	<u>Quantity</u>	<u>Comps/Kills</u>	<u>Ticket Price</u>	<u>Total</u>
	Festival	--	--	--	--
	Totals	0	0		

Gross Potential \$0.00
Net Potential \$0.00

Ticketing Notes Free Festival

DEAL: \$35,000.00 Guarantee. Plus Purchaser to provide and pay for Backline equipment and Hospitality; all per Artist's specifications.

ADD'L PROVISIONS: Purchaser to provide and pay for a first-class sound and light system in compliance with Artist's specifications.

Should it be necessary to adjust performance time or move indoors due to weather, a determination will be made 24 hours in advance.

Any opening act must be approved by Artist.

Marketing plans and advertising materials must be submitted to Becca Wilson prior to on-sale for approval.
bwilson@apa-agency.com / Phone: (310) 598-4753

~~Artist to receive 100% of all revenue for tickets sold above stated capacity.~~

WLKOUT PTNTL: \$35,000.00

ANNOUNCE DATE: To Be Determined

ON SALE DATE: To Be Determined

MERCH: 100% All Merchandise . Artist sells

SCHEDULE:	Load In	Per Advance	Plain White T's	2:00 pm, Artist to perform one (1)
	Sound Check	Per Advance		show, approximately 75-90 minutes
	Doors	TBD		in length.
	Show	2:00 pm, TBD		

CONTRACT DUE: Wednesday, February 13, 2019

PAYMENTS: \$17,500.00 USD deposit payable by Wire Transfer/ACH/Cashier's Check to APA, due no later than Wednesday, February 13, 2019

Account #: 478 006 4698 / Swift #: BOFCUS33MPK / ABA #: 122 000 496

Account Name: Agency for the Performing Arts, Inc

Bank Address for Wire Transfers Only: Union Bank of California / 9460 Wilshire Blvd Beverly Hills, CA 90212

Do not send checks to this address.

Please include Artist and performance date on the payment memo.

Balance, including any overages, to be paid by Per Advance to Dr Kenneth Noisewater, Inc. (Tax ID: 20-5041584) immediately prior to performance(s). ~~^--City check after performance or wire transfer the next business day~~

CONTACTS: Erin Bailey (Talent Buyer) PH: 352-483-5491 Email: events@eustis.org

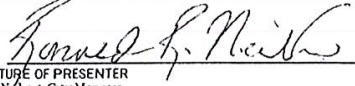
Signatures on Page 2

405 S. Beverly Drive, Beverly Hills, CA 90212
150 Fourth Ave N, Suite 2300 Nashville, TN 37219
135 West 50th St. 17th floor New York, NY 10020
129 John St. Toronto, ON M5V 2E2

Page 1 of 4

Contract #79244

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full. It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BY: X 
SIGNATURE OF PRESENTER
Ronald Sybert, City Manager
City of Eustis
10 N. Grove Street
Eustis, FL 32726
Email: events@eustis.org
Phone: 352-483-5491

BY: X 
SIGNATURE OF ARTIST REPRESENTATIVE
Dr Kenneth Noisewater, Inc
15260 Ventura Blvd. Suite 2100
Sherman Oaks, CA 91403

405 S. Beverly Drive, Beverly Hills, CA 90212
150 Fourth Ave N, Suite 2300 Nashville, TN 37219
135 West 50th St. 17th floor New York, NY 10020
129 John St. Toronto, ON M5V 2E2

Page 2 of 4

Contract #79244

STANDARD TERMS AND CONDITIONS

PRODUCTION CONTROLS: Artist shall have sole and exclusive creative control over the production, presentation and performance of Artist's engagement hereunder and any changes thereto. Purchaser agrees to comply promptly with the directions of Artist or Artist's representative concerning stage settings for Artist's engagement hereunder.

ARTIST'S COMPENSATION: If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, ~~all of which shall be the sole responsibility of Purchaser.~~

BALANCE OF GUARANTEE: The balance of the Guarantee shall be paid to Artist via bank wire no later than the scheduled engagement date if Purchaser fails to present the engagement.

OVERAGES: All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by cash or cashier's check only.

ROYALTIES: Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

WORK PERMITS AND VISAS: Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.

CONFIDENTIALITY: Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

ARTIST'S RIGHT TO PAYMENT OF GUARANTEE IN ADVANCE: If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder; or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

BILLING: Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

USE OF ARTIST'S NAME AND IMAGE: Purchaser may only use Artist's name and pre-approved voice, photograph, likeness, image or other identification of Artist in connection with Purchaser's advertisements and publicity for Artist's engagement hereunder. Purchaser may not use Artist's name, voice, photograph, likeness, image or other identification of Artist as a direct or implied endorsement of any product or service. There shall be no corporate or product or service name or logo included in any such advertising or publicity without the prior written approval of Artist or Artist's representative obtained in each instance. Notwithstanding the foregoing, the placement, form, content, appearance and all other aspects of Purchaser's use of Artist's name, voice, photograph, likeness, image or other identification of Artist shall at all times be subject to the prior written approval of Artist or Artist's representative.

MERCHANDISING: Artist shall have the exclusive right to sell merchandise in connection with Artist's engagement hereunder, including but not limited to, soft goods (e.g. T-shirts), souvenir programs, photographs, posters, stickers and CDs, on the premises or otherwise, and Purchaser shall have no right to share in the proceeds from the sale of such merchandise.

~~Purchaser will not and will not permit or authorize others (including, but not limited to, venue employees, representatives and contractors) to record, broadcast, photograph or otherwise reproduce in any manner the audio or visual performance by Artist or any part thereof. City and/or city contracted photographer and videographer may record during the performance to be used to remember, thank you and honor the tradition of Georgefest. Such images will not be used to sell any products.~~

SEATS: It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

PROMOTION: Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

TICKETS: All tickets shall be numbered. No tickets shall be priced at higher than the agreed upon price (exclusive of tax) without the prior written approval of Artist or Artist's representative. If ticket price scaling is varied in any manner, the percentage of compensation payable to Artist shall be based on whichever of the following is more favorable to Artist: (i) the ticket price scaling set for in the underlying Agreement or as otherwise agreed in writing by the parties; or (ii) the actual ticket price. There shall be no dynamic ticket pricing without the prior written approval of Artist or Artist's representative. Any inclusion of Artist's engagement hereunder in a subscription or series offer shall be subject to the prior written consent of Artist or Artist's representative.

INDEMNIFICATION: Purchaser shall defend, indemnify and hold harmless Artist, and any and all employees of Artist and any and all representatives of Artist from and against any and all costs, claims, expenses (including attorneys' fees and court costs), liabilities, damages, losses or judgments arising out of or in connection with, any claim, action or demand sustained as an indirect or direct result of, Artist's engagement hereunder.

~~The City of Eustis cannot under the law agree to indemnify. Please see Section 768.28 (19) for details.~~

~~One Million Dollars (\$1,000,000)~~

~~INSURANCE: Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.~~

405 S. Beverly Drive, Beverly Hills, CA 90212
150 Fourth Ave N, Suite 2300 Nashville, TN 37219
135 West 50th St. 17th floor New York, NY 10020
129 John St. Toronto, ON M5V 2E2

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Contract #79244

PURCHASER'S DEFAULT/CANCELLATION: If, on or before the date of Artist's engagement, Purchaser fails or refuses to perform any contractual obligations relating to Artist's engagement herein and/or any contractual obligation with any other performer, or if the financial status of Purchaser has been impaired, ~~or in the opinion of Artist or Artist's representative, is unsatisfactory~~, Artist shall have the right to demand payment of the full Guarantee. If Purchaser fails or refuses to make such payment, then such failure shall be deemed a material breach of this Agreement, and Artist shall have the right, without prejudice to any other rights or remedies, to: (i) immediately terminate this Agreement and cancel Artist's engagement hereunder; (ii) retain all amounts previously paid to Artist by Purchaser; (iii) receive the full Guarantee (or balance thereof) and all out of pocket expenses incurred by Artist in connection with Artist's engagement. For the avoidance of doubt, Purchaser shall remain responsible for all transportation, accommodations and expense reimbursements for Artist and Artist's entourage pursuant to this Agreement.

ARTIST'S CANCELLATION: Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

FORCE MAJEURE: If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, ~~crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist~~ whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, ~~including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage. Should it be necessary to adjust performance time or move indoors due to weather, a determination will be made 24 hours in advance. Artist and Purchaser agree to be flexible with performance time and location.~~

LIMITATION OF LIABILITY: In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

NOTHING CONTRARY TO LAW: Nothing herein contained shall require the commission of any act contrary to law or contrary to the restrictions of any guild or union having jurisdiction over Artist's engagement hereunder. In the event of any conflict between any provision of this Agreement and any such law or restriction, such law or restriction shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

ENTIRE AGREEMENT: These Standard Terms and Conditions are hereby incorporated into the Agreement and any addendum(s) thereto. In the event of any conflict between these Standard Terms and Conditions and the Artist's rider provided by Artist or Artist's representative attached hereto (if any), Artist's rider shall control. This Agreement shall constitute the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by an instrument in writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of ~~California~~ and the state and federal courts located in ~~Los Angeles~~ County in the State of ~~California~~ shall have exclusive jurisdiction over any matters pertaining hereto. ~~Florida~~

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic delivery shall be deemed a valid and binding original.

405 S. Beverly Drive, Beverly Hills, CA 90212
150 Fourth Ave N, Suite 2300 Nashville, TN 37219
135 West 50th St. 17th floor New York, NY 10020
129 John St. Toronto, ON M5V 2E2

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PLAIN WHITE T'S

- PERFORMANCE RIDER
- CONTRACT RIDER
- TECHNICAL RIDER

Carlos Novais

Rev. 03/2018

Plain White T's

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ARTIST'S CONTACTS

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Las Vegas, NV

Carlos Novais
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Plain White T's

PERFORMANCE RIDER

Modifications to this Rider must be agreed to in writing and signed by Promoter and Artist (or Artist's Representative).

This rider (hereinafter called "the rider") forms part of and is to be constructed with the Agreement between **Dr. Kenneth Noisewater, Inc.** (the "Company") and **The City of Eustis** (the "Promoter") dated **02/08/2019** ("the Concert Agreement") for the services of the band **PLAIN WHITE T's** ("the band") to perform at **the 2019 Eustis Georgefest** ("the venue") on the **02/24/2019** ("the Engagement").

If there is any inconsistency between the provisions of the rider and the provisions of the Agreement, the provisions of the rider shall prevail. The rider and the Concert Agreement as amended by time provisions of the rider shall be hereinafter referred to as "the Agreement."

CANCELLATION

The Company reserves the right to terminate the Agreement in the following events:

1. If the sound engineer, ~~lighting director~~, tour manager, or any member of the band dies or becomes incapacitated for any reason;
2. If performance of any of the Company's obligations hereunder shall render the band, Company, or Company's employees or agents liable to civil proceedings; or,
3. If in the Company's absolute discretion performance of the Agreement shall expose the band, any employee of the Company or any third-party contractor hired by the Company to the possibility of death or injury or if the Company's performance of the Agreement shall become impossible as a result of riot, civil strife, or any other event that renders the Engagement unduly difficult to perform. If the Agreement is terminated by the Company because of any of the above terms, then the Company shall refund to the Promoter any amounts paid to the Company pursuant to the Agreement, but the Company shall not be further liable in any event for any other loss or damage suffered by the Promoter as a result of such termination.

FORCE MAJEURE

1. If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing:
 - a) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and
 - b) In the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, ~~Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.~~

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; acts of public enemy;

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acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, ~~crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist~~ whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

INCLEMENT WEATHER: Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions. **As agreed above, should inclement weather become forecasted, a decision will be made to adjust to an indoor facility. Artist and Purchaser agree to be flexible with timing and location and will make every effort to continue with the Engagement.**

BILLING AND ADVERTISING

1. ~~The band shall receive one-hundred percent (100%) sole star billing in all advertising in respect of the Engagement. The Promoter's name and the name of the venue in which the Engagement shall be performed shall not appear on any ticket, advertising, or publicity larger than twenty percent (20%) of the size of print used in the band's name.~~
2. If the venue has a marquee, then the name of the band must appear on such marquee on the day of each performance.
3. It shall be the Promoter's sole responsibility to properly promote and advertise this Engagement.
4. This Engagement shall not be announced or advertised in any way without the Company's prior written approval. This includes press releases, text messages, teasers, social media blasts, and any other form of public announcement.
5. The Company and Promoter shall mutually designate an announcement date and the on-sale date for the Engagement.
6. Company shall have the right to supply or approve (in writing) all artwork, announcements, listings, advertisements and other materials in connection with the Engagement. No such materials shall be released or distributed without such approval. Any failure to comply with the foregoing shall constitute a material breach of this Agreement. ~~In such event, in addition to Company's other rights and remedies (all of which are reserved), no ad fees will be charged to the Company at settlement, and a minimum penalty of \$500 per occurrence will be charged to Promoter.~~
7. All artwork is to use official Band's logo(s) and photo(s), shall include Artist's websites and social media outlets, and is subject to written approval by Company before it is distributed to the public. Proofs must be sent to Company's representative for approval ~~no less than 30 days prior to the Engagement, and not less than 48 hours prior to any imposed print deadlines such that there is enough time to make any necessary changes.~~
8. UNDER NO CIRCUMSTANCES may local or national corporate entities be tagged onto or Included in advertisements without Company's express prior written consent. There can further be no sponsorships in stand-alone ads, without management prior written approval. **Please see attached list.**
9. There shall be no radio station presents/co-promotes or radio promotional comps without prior written permission from the Company or management. Promoter shall neither represent, nor authorize or permit any other person or entity to represent that the Engagement is being promoted, sponsored, co-promoted or co-sponsored by any product or service, or by any person or entity manufacturing, distributing, selling or otherwise dealing in or associated, directly or indirectly, with any product or service (including any newspaper, magazine, radio or television station, or any other entertainment medium).
10. The Promoter shall only use print ads, radio spots and television spots which have been approved by Company in writing prior to dissemination or broadcast, as applicable.
11. All radio and television advertising shall only use music designated or approved in writing by Company. ~~No music recorded by any person or group other than Company shall be used in any advertising in connection with the Engagement.~~
12. All marketing plans are to be submitted and approved by Company in writing ~~prior to on-sale.~~
 - a) Promotional Meet & Greet and Interview requests are subject to prior written approval by Company.
13. All advertising to be billed at net cost.



PERMITS

1. Promoter, at Promoter's cost shall obtain all licenses, permits, certifications, authorizations, or other approvals required by any union, guild, public authority, performing rights societies or other entity properly having jurisdiction over, or with respect to the Engagement, and shall comply with and fulfill all terms, conditions and covenants set forth therein, and all related rules, regulations, ordinances and law. This requirement includes driving permits where necessary for the Company and its transport contractors.
2. Promoter shall notify the Artist's representatives of any regional "Occupational Health and Safety" laws, acts or ordinances that would be applicable during the installation, presentation, or removal of Artist's show. Promoter warrants that all employees, sub-contractors, vendors, and other personnel, supplied by or contracted by the Promoter to follow all pertinent Occupational Health and Safety laws, acts, or ordinances.
3. Prior to the execution of this contract, Promoter shall notify Artist of any laws or rules governing specific regulations that could affect the performances hereunder, including, but not limited to, pyrotechnics, decibel levels, curfews, venue lighting, crowd control regulations, facility access, obscenity laws, and other performance restrictions. Such notification should not be interpreted to imply the Artist's consent to said restrictions. Consent (particularly when dealing with decibel restrictions) must be obtained from the Artist's representatives in writing.

THE PERFORMANCE

1. The band will perform one performance per day, and such performance shall be played without an interval.
2. The performance will last approximately 75 minutes, but it is acknowledged by all parties that the playing time is uncertain and will at all times be under the control of the Company. However, the Promoter will use his/her best endeavors to ensure that everything under his/her control is correctly arranged so that the performance can start on time.
3. All matters of performance production shall be controlled by the tour manager or his/her representative on behalf of the Company, and the tour manager shall decide the decibel level; however, the Promoter must inform the production of any local laws relating to permitted decibel levels or curfew times.
4. The band's performance does not require a master of ceremonies or an announcer, and no such person shall be employed without the prior written consent of the Company. Promoter's Mayor will make announcements prior to Engagement
5. All negotiations with union representatives, fire chief, police chief, venue manager, and any other authorities with respect to overtime or any additional payments must be completed by the Promoter at least one hour before the performance and the result of such negotiation conveyed to the Company's representative.
6. The Promoter shall ensure that it is safe for the band to perform on stage. If any missiles that may endanger the safety of the band or stage crew are thrown onto the stage during a performance, then the band in its absolute discretion shall be entitled to terminate the show, in which case the Promoter shall still be liable for the full fee due under the Agreement.

SUPPORT ACT

1. No other act ("Support Act") may appear on the same program without the prior written consent of the Company.
2. If a support act is used then the band shall have the first right to set up all instruments and equipment used in the performance, and such instruments and equipment shall not be moved or used by anyone other than the tour manager or production manager or anyone at their direction.
3. The support act shall not appear on any advertising without the prior written consent of the Company.
4. The band shall be entitled to a sound check for at least one hour before the official time of the opening of the venue doors to the public.

PAYMENT

Payment of the guaranteed fee and percentages as set out in the Concert Agreement shall be made as follows:

1. Fifty percent (50%) of the said guaranteed fee shall be deposited with the Company's agent as follows: ten percent (10%) upon signing the Agreement and the balance of forty percent (40%) thirty (30) days before the performance.
2. The balance of the said fee and percentages must be paid by ~~cashier's check upon settlement of the receipts and expenses (as set out below) on the day of the performance. If the tour manager so requests, part of or all of the balance shall be paid in cash.~~

With respect to performances for which the Company is being paid on the basis of a percentage, the following provisions shall be in effect:

1. The Promoter shall furnish to the Company's agent not later than thirty (30) days before the scheduled date of the Engagement a ticket manifest of the facility setting forth the number of tickets available in each price category. All tickets shall be sold in accordance with such manifest. The Company will have the right to approve all ticket prices.
2. It is agreed that the Agreement is computed on the basis of estimates for total expenses received by the Company from the Promoter. No increase to these expenses will be allowed without the written approval of the Company.
3. The Promoter will provide the Company's tour manager or his/her representative with a copy of the certified ticket manifest and a list of all show expenses actually incurred immediately prior to opening the box office on the day of the Engagement. In a case in which ticket prices vary according to whether they are purchased on the day of the Engagement or before, the Promoter will obtain different colored tickets for each type and price of sale. The Promoter will present to the representative of the Company a signed statement of the number and prices of all tickets sold in advance (prior to the opening of the box office on the day of the Engagement), together with all of the unsold pre-show day tickets.
4. The Company's tour manager shall have the right to check numbers of admissions and box office receipts at any time during or prior to the performance. The Promoter must produce all unsold tickets and a certified printer's manifest at the end of the Engagement for the tour manager's (or his/her representative's) inspection. All other tickets, except for those produced at the end of the Engagement intact, shall be deemed to have been sold, and the Company shall receive payment at the highest ticket price in the venue accordingly.
5. All counterfeit tickets shall be the responsibility of the Promoter, and the Company shall receive the full percentage payment for any admissions that result from such counterfeit tickets. The Promoter shall provide a full written breakdown of the promotional costs (including advertising costs) with valid receipt for the tour manager's (or his/her representatives) inspection on the night of the Engagement with a certified box office statement of the admissions, a photocopy of it and the breakdown of promotional costs must be sent to the Company's agent within seven (7) days of Engagement.
6. The Promoter warrants that all advance tickets will be available at list price and that if the Promoter has a booking office, the ticket for the Engagement will not be subject to any booking fees.
7. The Company expects that the entire floor area in indoor shows be sold as general admission, standing only, and the Promoter must advise the Company at once if this is not the case.
8. A representative of the Company shall have the right to be present in the box office prior to, during, and after the performance.
9. All percentage payments provided for hereunder shall be accompanied by a written signed statement of box office receipts from the Promoter and shall be forwarded to the Company within three (3) days of the Engagement.
10. All drop stubs and unsold tickets shall be retained by the Promoter for ninety (90) days after the date of the Engagement, during which time a representative of the Company shall be entitled to count and examine them and further the right to inspect the books and records of the Promoter so far as they relate to the Engagement.
11. All percentage payments provided for herein shall be paid to the tour/business manager or representative of the Company prior to the performance.
 - a) Percentage payments will be accompanied by a signed written statement from the Promoter, together with a certified invoice for each expense incurred by the Promoter in connection with the production of the Engagement. All expenses will be compared with the estimated expenses previously furnished by the Promoter, and all expenses in excess of those shown prior to the date of the expense will not be included in the expenses for this performance and will be the Promoter's responsibility.

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- b) If the actual aggregate paid expenses relating to any of the costs total less than estimated, then the expenses used to compute the percentage fee will be the actual costs as established to the reasonable satisfaction of the Company's tour manager (or his/her representative) based on the books, records, and paid bills maintained by the Promoter in connection with the performance.
12. If there is any assessment of tax by any taxing authority on the Company for moneys earned during the Engagement, the said tax is to be paid by the Promoter. It must be understood and agreed that no deductions whatsoever are to be taken from the contract price contained herein or from any percentages earned hereunder.
13. Ticket prices and the number of tickets available in each price category must appear on the face of this contract. All tickets shall be printed by a bonded ticket printer or if the Engagement is at a college or university, the official printing department of the college or university.
14. Any production fee as set out in the concert Agreement shall be paid separately from and in addition to the performance fees set out in the concert Agreement.

VENUE AGREEMENT

1. The Promoter shall provide the Company with a copy of the Promoter's Agreement with the venue and any additional documents relating to this Engagement before the tickets are put on sale.
2. The Promoter may withhold from sale only the number of tickets set forth in his/her Agreement with the venue. If the Promoter withholds any additional tickets for the venue, the Promoter shall be required to account for them as if they had been sold at the highest ticket price in the venue.

COMPLIMENTARY TICKETS

1. The Promoter will hold fifteen (15) complimentary tickets for use by the Company in locations requested by the Company. Should these not be used, they will be returned for sale to the public by 6:00 P.M. on the day of the performance, but no such tickets may be allotted from the first twenty rows.
2. Except as specifically provided above, the Promoter shall not distribute complimentary tickets nor permit the same to be distributed. The Promoter shall not, in any event, discount tickets as a premium, package, or series of concerts or performances or impose or permit to be imposed any service or handling charge on or in connection with the sale of tickets except and unless the Company shall grant prior express written permission, which it may refuse to do in its absolute discretion.
3. If people are admitted on the guest list, they shall not be entitled to enter with friends who are not named on the guest list.
4. The tour manager shall have the absolute approval of any "backstage list."

COUNTERFEIT TICKETS

The responsibility for the prevention of counterfeiting of tickets lies with the Promoter, and the Company shall not accept any loss in respect of such tickets.

MERCHANDISING

The Company reserves the sole rights to the sale of the band's merchandising in or about the place of their performance, and the Promoter is requested to take all reasonable measures to ensure that the merchandising crew individuals are able to undertake the sale of the goods as advantageously as possible. If there is not an established concessionaire at the venue, the Promoter may not appoint one for this show. The Company or its representative will deal directly with the Promoter in connection with a fair site fee for the concession for this show.

If any support act wishes to sell its own merchandise in the venue, then notice of its wish to do so must be given to the Company at least seven days before the Engagement or Engagements. **The Company is responsible for reporting all taxes and fees associated with the merchandise sales.**



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The Promoter hereby undertakes to use its best endeavors to prevent or stop the illicit or unauthorized sale of the band's merchandise or any other merchandise (other than food and drink) inside or outside the venue.

All merchandise settlements will be presented to the tour manager within 1.5 hours after the show. Please have the vendor discuss this with the tour manager when venue sells.

Artist acknowledges the importance of beverage vending at their concerts. Artist also recognizes the danger of items being thrown at the stage, mix positions, or lighting control consoles. Therefore, Artist encourages that all beverage items to be decanted into open top drinking cups before their distribution to the public.

PROMOTER'S EXPENSES, AUDIT, SETTLEMENT

The Promoter will present to the tour accountant (or tour manager) at 3 P.M. on the day of the Engagement originals of all bills, receipts, invoices, rental Agreements, sponsorship Agreements, advertising copy, staff time sheets, local tax and copyright laws, insurance documents, and related materials that prove the costs of this Engagement. All must be originals (copies will be made at settlement) pertaining to this Engagement, naming the band and dated.

These costs must be only out of pocket expenses by the Promoter and must be on a most favored nation basis with each supplier. The Promoter agrees to keep the costs to an absolute minimum concerning similar events.

All staff costs must be justified by signed receipts by the individual, his/her superior, and the venue manager; time sheets; and previous show documents.

All print advertising must have the detailed invoice, each individual dated tear sheet, and a signed affidavit (with the signee's telephone number) from the publication manager confirming the rate charged and insertion details. All radio advertising must have a detailed invoice backed up by a signed affidavit from the station manager (with his/her telephone number) and a cassette tape of the spot. All expense items submitted must be net of any commissions to any party whatsoever. Any long-term venue rental Agreement, related rates and cutoff conditions, and Promoter's interests or shares in supplier companies or ticket agencies that add a booking fee must be revealed at this time. The final box office statement must be signed by the box office manager, the venue manager, and the Promoter. The tour accountant will use the documents to determine the percentage break figure, but the figure will be no higher than stated on the face of this contract. No damage deposits will be allowed as expenses. All expenses that are not properly verified shall not be included and will be the sole responsibility and liability of the Promoter.

INSURANCE

It is the essence of this Agreement that the Promoter will provide public liability insurance coverage against injuries to person or property as a consequence of the installation and/or operation of the equipment provided by the Company.

Further, the Promoter shall maintain in effect a policy of employer's liability insurance or its equivalent in the relevant country covering all of its employees who are involved in the installation, operation, and/or maintenance of the equipment provided by the Company.

The policy shall provide no less than one million U.S. dollars (\$1,000,000) coverage per occurrence.

The policy must list as named insured: **Dr. Kenneth Noisewater, Inc.**, its employees, agents, and management.

Proof of this insurance must be provided by a Certificate of Insurance, furnished to the Company, ~~no less than thirty (30) days~~ prior to the Engagement. This certificate must demonstrate that the policy cannot be canceled without notification to the named insured.

Lack of this certificate is cause for breach of this contract. Further, lack of this certificate does not relieve the Promoter from their obligations regarding public liability insurance as stated here.

~~Promoter shall indemnify and hold Artist, their employees, principals, directors, officers, agents, and representatives, safe and harmless from any loss, damage or expense, including attorneys' fees, incurred or suffered by or threatened against Artist, their employees, principals, directors, officers, agents, and representatives in connection with or otherwise as a result of, any claim including, but not limited to, claims for personal injury or property damage or otherwise by or on behalf of, any third party person, firm, or corporation as a result of, or in connection with, the Engagement which is the subject of this Agreement, which claim does not directly result from Artist's intentional recklessness. This provision may never be waived and is the essence of this Agreement.~~ The City of Eustis cannot under the law agree to indemnify. Please see Section 768.28 (19) for details.



CONTRACT RIDER

FACILITY ACCESS

The Artist show will require a minimum of ten (10) hours from load-in to load-out. Starting times will depend on venue availability but would typically be between 11:00am - 2:00pm. This access must include all of the venue facilities relevant to the production, specifically power, floor access, parking, dressing rooms, and offices.

AUTHORIZED REPRESENTATIVES

A representative of the local Promoter and a building representative - both with the power to make decisions - must be on site for all working hours, beginning with the stage load-in, through the show and until the stage load-out. Please have all seat on-sale maps and manifests at time of load-in.

STAGING **As advanced**

STAGE REQUIREMENTS

Artist Production will require the venue or local Promoter to provide a stage area with a minimum of thirty two (32') wide and twenty four feet (24') deep. The surface must be smooth, free of holes, obstructions, and capable of supporting one hundred and sixty (160) pounds per square foot.

Please note that the stage, that is, back wall, cycle track, fire exits, and so on, must be totally level and clear of all obstructions by a minimum of eight feet (8'). **The stage is a historical bandshell and has it's physical limits as submitted with the offer. No fasteners may be attached within the venue.**

If the production manager determines that the stage is not stable at any point, there must be materials available (plywood decking, screw jacks, shims, etc.) to make any necessary repairs.

With the exception of personnel directly involved with the running of the show who will be issued passes, the stage and the immediate surrounding area will be cleared completely during the performance. During the entire performance, the stage area will be under the absolute supervision of the Company's production manager. The security guards must be informed that only those people with passes may be admitted to the stage area.

STAGE MASKING

~~The stage must be draped in dark colored masking legs on sides facing the audience with the downstage edge also masked if it can be seen from the audience.~~

SIDE STAGE WORK WINGS

As per advance.

STAIRS

Artist Production will require the venue or local Promoter to provide two (2) sets of stage access.

Production will position at load-in. Please provide a clip-on light fixture for all stairways and egress areas.

RAILING

~~Artist Production will require the venue or Promoter to provide a four-feet (4') high handrail along the entire upstage of the main deck as well as the first eight feet (8') of the stage left and right sides, starting on the upstage corner. The remaining part of the main stage deck and work wings will require a toe rail to be placed along the outside edge.~~

The entire floor area beside the stage must be kept completely clear from the side of the stage to the seats on both sides of the stage.

This area will be used to place other show related equipment at the discretion of the production manager. If there are any fire lane or emergency egress requirements, which restrict the use of this area, please inform the production manager during the production advance.



PLAIN WHITE T's – 2018 RIDER

STAGE, FRONT OF HOUSE BARRICADES

~~The Promoter must provide professional grade blow-through barricades for front of stage, and front of house positions.~~

DRUM RISER

Artist will require an 8' x 8' x 1' rolling drum riser, with a drum rug.

MIXING POSITIONS

Both sound and lighting mixers shall be placed at the center of the room, equidistant from the left and right loudspeaker arrays, and is not to be located under a balcony or any other overhead structure. ~~The sound mixer shall be on a platform that is eight feet wide by eight feet deep by one foot tall (8' x 8' x 1').~~ The final placing of this sound mixer must be approved by the Company's production manager. The lighting mixer will be on a platform that is eight feet wide by eight feet deep by two feet tall (8' x 8' x 2'). The position and size of these platforms are subject to change.

For outdoor events a tent must be available to cover the mixing area.

~~The venue or local Promoter is also required to provide an adequate lighting system, typically consisting of 64k of static lighting and at least 6 moving lights, as well as an upstage black drop covering the width of the stage. Artist is not traveling with a lighting engineer and will need one provided by the Promoter.~~

The venue or local Promoter shall provide a barricade to completely surround the sound, lighting positions.

SPOTLIGHTS

~~The Promoter must provide two (2) suitable and adequate front of house (FOH) spotlight support towers or at the request of the production manager, two (2) suitable, sturdy, and secure positions for the front of house (FOH) spotlights.~~

The Promoter will bear the wages of the two (2) spotlight operators.

HOUSE LIGHTS

Artist's production manager shall control the cueing of the house lights in relation to the show. The Promoter will make ~~arrangements for all lights not required by the local safety ordinances to be turned off during the performance. This especially applies to private suites, clocks, scoreboards, advertising, concessions, TV screens, etc. This show requires a complete blackout.~~

POWER REQUIREMENTS

The Artist tour will not be carrying a generator/power package for the tour. Promoter will be responsible for supplying all necessary power for catering, dressing rooms, offices, buses, etc.

Following are the electrical requirements for this show; all power must be 110v 3-phase, five (5) wires, and grounded neutral:

Sound#1 - One (1) separate 100-amp three phase service

Stage#1 - One (1) separate 100-amp three phase service

~~Lights#1 - One (1) separate 400-amp three phase service~~

~~Rigging - service will be taken from lighting~~

LOADING DOCK

Please ensure that the load-in area is well lit at all times, and completely clear of all unnecessary equipment and debris at the time of load-in and load-out. Because Artist's Production will load some equipment from the floor, please also ensure that the front half of the floor directly in front of the stage is completely clear of chairs at the start of load-in or pre-rig.

Immediately after the show a house crew will be required to clear this half of the floor of chairs and debris.

PLAIN WHITE T's – 2018 RIDER

PARKING

A secured parking compound will be required within the immediate backstage area. The parking area should have enough room for the following vehicles:

- One (1) Artist's bus and trailer (65')
- Two (2) Artist vans with trailers (25' each)
- One (1) Runner vehicle

Any necessary parking permits that will allow unimpeded access for the above must be provided by the Promoter/facility. The above parking areas must have 24-hour access from the stage load-in through the stage load-out. This area must also have 24-hour security during this time period.

CREW

Please note that these calls will vary according to the venue and must be advanced and confirmed by the production manager. For show budget purposes, please estimate calls at their minimum length.

LOAD-IN CALL – TIME TBA

- Four (4) Stage Hands
- Two (1) Audio Technicians
- ~~One (1) Lighting Technician~~
- One (1) Runner
- ~~One (1) Steward (if required)~~

SHOW CALL - TIME TBA

- Two (1) Audio Technicians
- Two (2) Minimum Deck Crew (dark clothes for set changes)
- ~~One (1) House Lights (House electrician)~~

PRODUCTION OUT CALL – TIME: (1/2 HOUR PRIOR TO THE END OF THE SHOW)

- One (1) Runner
- One (1) Steward (if required)
- Four (4) Stage Hands

Labor requirements subject to change at the sole discretion of Artist's production manager.

RUNNER REQUIREMENTS

vehicle.

Promoter must provide one (1) knowledgeable runner and ~~one (1) twelve (12) passenger van to transport the Artist party for all airport arrivals and departures (not all shows) and to and from the venue and local hotel. This van will also be used to transport the tour staff to and from the local hotel and the venue.~~

Runner must have a valid driver's license and vehicle's insurance.

The runner should be a full-time position for the day (i.e. not stage hands or caterers, etc., nor to be a shared position with caterers, Promoters, the venue, etc.). Please make sure the driver understands and speaks English and is familiar with the locality. The runner must have a cell phone.

PRODUCTION OFFICES AND PHONES As advanced, this venue does not allow for a production office, accommodations may be made at the Aquatic Offices upon request.

All of the following rooms must be clean and lockable with adequate lighting, electrical outlets, waste cans and furnishings. All offices should be ready, available and organized prior to load-in. Production will not be carrying their own phone instruments. Please have phone jacks tested and marked with correct numbers prior to arrival.

~~Office #1: One large (at least 400 sq. ft.) office for Artist's Production use only. This office should have one (1) phone line. These phone line is to be direct dial. This office should be located as near to the stage area as possible.~~

DRESSING ROOMS As advanced, venue dressing rooms are very small and simple. A sofa or any large furniture are not feasible in this environment.

Dressing rooms must be available for entry at 1:00 P.M. on show days. All rooms must be clean and lockable with appropriate heating and air-conditioning available. Artist will require a minimum of 1 room.

#1 DRESSING ROOM: ARTIST

Medium to large size room, moderately but adequately lit (no overhead fluorescent tube lighting), ~~with one (1) large comfortable sofa, and two (2) large comfortable chairs (living room like accommodations, i.e. coffee tables, lamps, mirrors).~~ There should also be adequate facilities for hanging wardrobe such as wall hooks or wardrobe pole rack and clean carpet or reasonable floor coverings. Two (2) eight-foot (8') long tables for catering.

Restroom with **clean showers** within direct access is required. **Showers are available at the nearby Aquatic Center if absolutely necessary.**

#2 DRESSING ROOM: SUPPORT ACT(S)

~~Medium to large size room, moderately but adequately lit (no overhead fluorescent tube lighting), with one (1) large comfortable sofa. Restroom with clean showers.~~

Please insure that the venue keeps the hot water on for one hour after the load-out is completed so the tour staff has time to take showers.

CATERING

Please maintain coffee, tea, and water service in catering area throughout the production run. Breakdown of this station will be at the discretion of the tour manager. Please keep area clean, and stocked with sugar, cream, honey, ice, cups, etc.

ARTIST DRESSING ROOM 1

SET UP TIME: 2:00 PM

See attached hospitality rider. The tour manager will be your dressing room catering contact.

PRODUCTION OFFICE TBD

SET UP TIME: 12:00 PM

Twelve (12) new bath towels, and Twelve (12) new face towels (dark colors only). All pre-washed.

Twenty-four (24) 500 ml bottles of water.

The tour manager would prefer to coordinate the after-show food through the show runner.

Delivery times and place will be determined on show day. Please insure the production runner has an assortment of menus for surrounding restaurants (subway, pizza, take-out, etc.).

ADDITIONAL EQUIPMENT

- a) Large first aid kit for local stagehands.
- b) Four (4) large, clean trash barrels and liners in stage area.

DOORS OPENING Venue is in a large public park and part of a large festival. The public is not restricted.

~~Doors will not be opened to the public without Artist's tour manager consent.~~



MEDICAL

~~A doctor with privileges of admission to a nearby hospital or clinic should be available on an emergency basis during all periods of construction, setup, performance, and tear down. The name and telephone number should be given to the Company's production manager.~~

GENERAL SECURITY As advanced.

The Promoter shall provide adequate, clearly identifiable, and responsible security staff from the time of the load in until all the equipment has been fully loaded in the vehicles at the end of the show, for the protection of the band's equipment both on and off stage. General venue security personnel will be expected to wear the uniform normally worn, but any security personnel positioned behind the crowd control barricades must wear black T-shirts.

Within this general stipulation, the Promoter shall, in particular, provide the following personnel:

1. Two (2) persons to be available from the time the band arrives.
2. From 6:00 P.M. or from the time the doors open, whichever shall be sooner, one (1) person per access point to the backstage area at all times.
3. One (1) person for the dressing rooms.
4. Two (2) persons, one (1) on each side of the stage behind the public-address system.
5. One (1) persons at the house mix position in the auditorium.
6. After the performance, at least two (2) additional persons to assist in the backstage area to control all visitors, autograph hunters, and so on.
7. One (1) security person to guard the buses and other vehicles.

At all times from the arrival of the equipment, the security personnel must take their instructions from the tour manager or whomever he/she delegates for this job. This particularly applies to security staff backstage, onstage, and front of stage. Before the doors open, the tour manager or his/her delegate must be introduced to the person in charge of security, who must speak fluent English and take his/her instructions from the tour manager. The Promoter will arrange a meeting between the tour manager or his/her delegate and all security staff before the doors are open. A sign-in sheet will be mandatory for all personnel. In the event of unreasonable violence by any security personnel upon members of the public, the Company reserves the right to cancel or terminate the show immediately, and the Company will be entitled to its full contracted fee.

The Promoter must not permit anyone backstage who does not have a pass issued by the tour manager or his/her delegate. The Promoter agrees that any passes issued by the Company will be recognized by the security personnel. The tour manager will show the Promoter's representative all types of passes that the Company has issued. Passes issued by the Promoter will only be valid upon tour manager's approval.

In the instance of two or more consecutive performances being staged in the same venue, Promoter will supply constant 24-hour security coverage by a team of no less than two (2) security personnel. This team is to patrol at all times areas of the Artist production equipment, production offices, dressing rooms and parking areas as directed by the production manager and or Head of Security. This security will be continuous from the time of departure of the Artist Production staff until their return the following day.

ACCOMMODATIONS

~~If the Promoter is to supply accommodations it must be a minimum four-star hotel (international rating), close the venue. The hotel should include a restaurant, business center, fitness facility, and in-room high speed Internet. The hotel should be in a safe location near shops and restaurants. Artist will require eight (8) king size rooms, non-smoking.~~



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MEDIA

Artist Inc. handles all Artist's public relations. All interviews, special promotions, or any other requests involving radio, television, press, or fans, must be cleared by Artist' tour manager or they will not be accommodated.

A handwritten signature in dark ink, appearing to be a stylized 'K' or similar character.

Plain White T's

TECH RIDER

(Rev. February 2018)

SOUND SYSTEM As advanced.

Please provide a professional grade 3 or 4-way, full range, active crossover system capable of producing an undistorted 110dbA SPL evenly to all audience, using fills/delays when and where necessary.

Main House system must be in stereo. Each additional zone such as balcony fills, and front fills must be controlled off separate console matrixes or auxiliaries.

The mix position must be near the center of the room, equidistant from the left and right speakers.

Left, Right, Sub, Fills from the desk. No routing into another desk.

Please provide a Lake LM-44's (or similar controller) and a wireless PC tablet for EQ and time alignment of all PA zones.

Please provide a talkback line and communication system (intercom) connecting the front of house and monitor world.

FOH As advanced - 6 speakers per side. Will not be flown.

Front of House console should be a **minimum of 40 inputs** plus stereo returns.

Console: Midas Pro Series (Pro2), M32; Yamaha CL Series, PM5D; Avid Venue Series; Soundcraft Vi Series. **No Behringer.**

Loudspeakers: d&b audiotechnik; L-Acoustics; Meyer; EAW; JBL; VUE Audiotechnik; QSC (flown whenever possible).

No Peavey, Carvin, Mackie, Behringer PA systems.

Subs and Front Fills should be routed via aux sends.

Front Fills: Apogee AE-2 s2, Meyer UPM1P, JBL MS-28, EAW JF80.

STAGE/MONITORS As advanced - in-ear rig and console provided by the Artist. No engineer needed.

Console should have a **minimum of 32 inputs**, 16 busses, PFL.

Console: Midas M32 with a wireless access point connected and tested, with the Midas M32-QUE app. All band members will need to connect to the console.

Stage Monitors & Power:

Five (5) Sennheiser 2000 or EW 300 G3 series, or Shure PSM 1000 or 900 (stereo mixes)

Eight (8) Receivers (four for the downstage musicians, two for the techs, one for the monitor engineer, one spare)

One (1) Shure P9HW (hardwired personal monitor bodypack)

One (1) Antenna Combiner

One (1) Paddle style or Helical Antenna

Two (2) 50ohm RG8 RF Cable (1 for Spare)

Fresh Batteries

We use only in-ear-monitors, no wedges or side fills are used. Please clear all wedges from the front of stage.

Crossovers and power amps must also be matched.

Plain White T's is not carrying a monitor engineer. We supply the console file for the M32. Please supply a competent engineer who is familiar with the system being provided and mixing in-ear-monitors.

MIC/DI PACKAGE

As per input list.

MIC STANDS:

As per input list.

ATLAS or K&M brand stands please! All black in color.

PLAIN WHITE T's – 2018 RIDER

MIC SPLITTER:

48ch Splitter 2 Way Passive

STAGE BOXES:

- (4) 12pr Stage Sub Snake Box (Female XLR to Mult)
- (4) 100ft 12pr Mult
- (4) 12pr Mult Male XLR Fans (For patching into splitter)

SNAKE:

- 100m 75ohm BNC (FOH)
- (1) 25ft 48ch Multi to Male XLR (MON)

INTERCOM SYSTEM:

- (2) Intercom Headsets
- (2) Intercom Beacon Packs with flasher units
- (1) Intercom Master Station in Monitor world

WORKBOX WITH:

5 colors of Electrical tape, Black Gaff tape, Colored Gaff tape.
XLR turnarounds: Four (4) Male to Male, Four (4) Female to Female, Four (4) Male XLR to 1/4" TRS,
Four (4) Female XLR to 1/4" TRS
XLR Y-cables: Two (2) male to 2 female, Two (2) female to male

AUDIO PERSONAL:

- 1x PA/FOH technician
- ~~1x Monitor Engineer (PWT do not have a Monitor Engineer).~~ **per advance.**
- 1x Stage technician

All components must be advanced, any and all changes or substitutions need to be approved by production manager.

Contact:

Carlos Novais
Tour/Production Manager • Sound Engineer
310.628.3622 Cell
carlosnovais@mac.com



PLAIN WHITE T's – 2018 RIDER

Plain White T's

INPUT LIST

(Rev. February 2018)

PLAIN WHITE T's
2018 Input List

INPUT	SUB-SNAKE	SOURCE	MICROPHONE/DI	STAND
1		Kick In	Beta 91	x
2		Kick Out	Audix D6	Short Boom
3		Snare Top	Telefunken M80	Short Boom
4		Snare Bottom	SM 57	Short Boom
5		Snare Top 2	Telefunken M80	Short Boom
6		Hi Hat	Neumann KM 184	Medium Boom
7		Rack Tom	Sennheiser e904	Mic Clamp
8		Floor Tom 1	Sennheiser e904	Mic Clamp
9		Floor Tom 2	Sennheiser e904	Mic Clamp
10		Ride	Neumann KM 184	Short Boom
11		SR OH	KSM 32	Tall Heavy Boom
12		SL OH	KSM 32	Tall Heavy Boom
13		Tambourine	SM 57	Medium Boom
14		Bass Direct	Avalon US DI	x
15		Bass Cabinet Mic	Beyerdynamic M 88TG	Short Boom
16		x	x	x
17		<< SR Guitar Combo Amp	Sennheiser e906	Short Boom
18		< SR Guitar Combo Amp	Sennheiser e906	Short Boom
19		< SR Acoustic Guitar	Active DI	x
20		Center Acoustic Guitar	Active DI	x
21		<< SR Vox - Dave	SM 58	Tall Heavy Boom
22		< SR Vox - Tim	SM 58	Tall Heavy Boom
23		Center Vox - Tom	SM58	Tall Heavy Straight
24		SL Vox - Mike	Beta 58	Tall Heavy Boom
25		Drums - De'Mar	SM 58	Tall Heavy Boom
26		Spare Vox	SM 58	Tall Heavy Boom
27		Click	Passive DI	x
28				
29				
30				
31		FoH Music Playback L	Active DI	x
32		FoH Music Playback R	Active DI	x

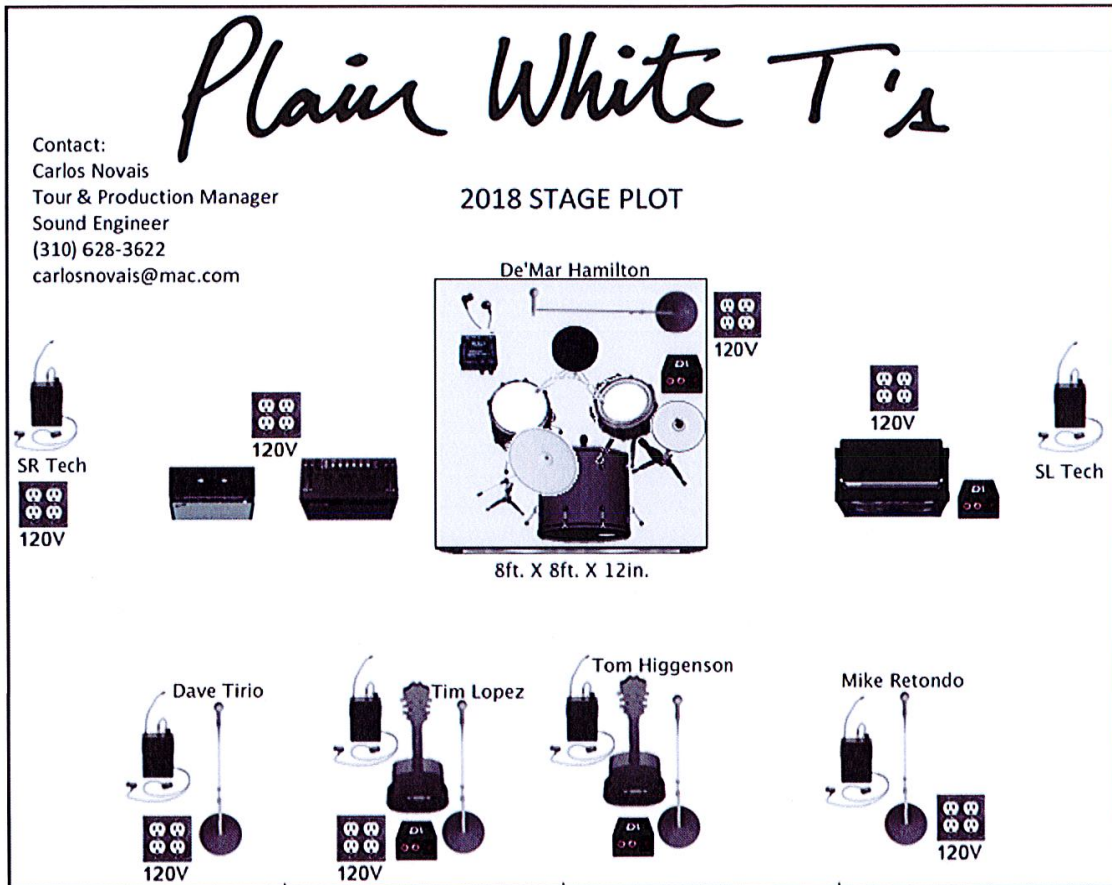
Contact:
Carlos Novais
carlosnovais@mac.com
(310) 628-3622



Plain White T's

STAGE PLOT

(Rev. February 2018)



Plain White T's

BACKLINE RIDER

DRUMS (DW):

One (1) 14x24" Bass Drum
Two (2) 6.5x14" Snares
One (1) 5x13" Snare Drum
One (1) 9x13" Suspended Rack Tom
One (1) 16x16" Floor Tom w/ legs
One (1) 16x18" Floor Tom w/ legs

DW 9000 Hardware:

One (1) 9500 Two Legged Hi Hat Stand (with Short AND Long Rods)
Two (2) 9000 Chain Drive Single Kick Pedals
Two (2) 9300 Heavy Duty Snare Stands
One (1) 9991 or 9900 Tom Stand
Five (5) 9700 Heavy Duty Double Braced Straight/Boom Cymbal Stand
Two (2) 9100M Round Seat Thrones

CYMBALS:

(1) 15" K Hi Hats
(1) 18" K Dark Crash
(1) 20" A Custom EFX or K Dark Crash
(1) 22" K Constantinople Renaissance Ride or K Dark Ride

DRUM MISCELLANEOUS:

All Remo Heads (new):
Kick: Powerstroke 3
Snare: Coated Controlled Sound X
Toms: Clear Vintage Emperors
One (1) LP Duo Shaker
One (1) LP Double Row Tambourine
One (1) Pair of Mallets
One (1) 8'x8' Drum Carpet

AMPLIFIERS:

One (1) SVT-CL Bass Amplifier
One (1) Ampeg SVT 810 E Bass Speaker Cabinet
Two (2) Fender Deville Combo Amplifiers (one is a backup)
Two (2) Vox AC-30 Combo Amplifiers (one is a backup) **As advanced, substitution may be necessary.**

GUITARS:

Two (2) Taylor Acoustic Guitars w/ pick up system and 1/4" output jack
Two (2) Gibson Les Paul Electric Guitars
One (1) Gibson ES-335 Electric Guitars
Two (2) Fender USA Standard P-Basses

Please see page 2 for more backline info



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Backline Rider pg2

OTHER MISCELLANEOUS:

One (1) Avalon U5 DI (for Bass Guitar)
Four (4) Hercules GS414B Hanging Guitar Stand
One (1) Eight Slot Ultracase Guitar Boat
Eight (8) 1/4" 15 ft. Cables
Four (4) Boss TU-3 Tuners
Six (6) Black Nylon Guitar Straps
Two (2) Vornado 630 Fans
Fresh, new strings for all of the above guitars:
Bass: Ernie Ball 45's
Electric Guitar: Ernie Ball Regular Slinky 10~46
Acoustic Guitar: Ernie Ball 12's
Six (6) 25 lbs. black Theatrical Sand Bags (e.g.: Global Truss brand)

CONTACT: Carlos Novais (Tour/Production Manager, Sound Engineer) | carlosnovais@mac.com (310) 628-3622



HOSPITALITY

(Rev. February 2018)

Please refer to next page for hospitality rider.

It is a generic list. Please advance with tour manager regarding the Artist's needs for the date of your Engagement.



PLAIN WHITE T's – 2018 RIDER

Plain White T's PLAIN WHITE T'S HOSPITALITY RIDER 2018

EVERY SINGLE ITEM on this list will be needed, unless otherwise amended by the tour manager, as the needs for each day may vary.
This is VERY IMPORTANT, in order to avoid last minute requests.
Please advance with Tour Manager, before shopping; Carlos Novais (310) 628-3622, carlosnovais@mac.com

1	750ml TITO'S VODKA	\$	23.99
1	750ml BULLLET OR KNOB CREEK BOURBON	\$	35.99
1	750ml DEL MAGUEY VIDA MEZCAL	\$	35.99
1	20pk-12oz PACK MILLER LITE Cans	\$	18.99
1	12pk-12oz MILLER HIGH LIFE Cans	\$	9.99
1	12pk-11oz PACK STELLA ARTOIS Cans	\$	18.99
2	BOTTLES RED WINE (A \$15 - \$20 BOTTLE)	\$	40.00
2	CASES (48) 16-20 OZ BOTTLED SPRING WATER	\$	10.99
6	LITER BOTTLES OF GLACEAU SMART WATER	\$	12.99
6	LITER BOTTLES OF GLACEAU SMART WATER-SPARKLING (IN CASE YOU CAN'T FIND LACROIX)	\$	12.99
12	CANS LACROIX SPARKLING WATER (Mixed Flavors)	\$	8.00
4	BOTTLES OF KOMBUCHA TEA (Mixed Pack)	\$	16.99
4	BOTTLES VITAMIN WATER ZERO (ANY FLAVOR)	\$	9.99
12	DIET MOUNTAIN DEW	\$	8.00
6	COKE ZERO	\$	4.00
1	4pk-12oz SUGAR FREE RED BULL	\$	11.99
1	59oz Pulp Free ORANGE JUICE (WHEN VODKA IS PROVIDED)	\$	3.49
1	59oz GRAPEFRUIT JUICE (WHEN VODKA IS PROVIDED)	\$	3.49
1	16oz OF ORGANIC CREAMER	\$	3.49
1	ELECTRIC KETTLE (For Tea)	\$	-
1	DRIP COFFEE MAKER WITH FILTERS	\$	-
1	12oz BAG OF GROUND LOCAL COFFEE (PLEASE GRIND FOR DRIP)	\$	10.99
1	BOX OF ORGANIC THROAT COAT TEA	\$	4.99
1	BOX OF SUGAR IN THE RAW PACKETS	\$	10.99
1	SMALL JAR OF ORGANIC RAW HONEY	\$	9.99
1	SMALL SIZE VEGGIE TRAY	\$	9.99
1	LOAF WHOLE GRAIN OR WHEAT BREAD	\$	5.99
1	PACK VEGGIE TURKEY (FIELD ROAST, SMART DELI OR TOFU RYKY)	\$	4.99
1	LARGE DELI TRAY W/ SLICED TURKEY BREAST, HARD SALAMI, PROSCIUTTO, SLICED CHEESE (PROVOLONE, MUENSTER, GOUDA, SWISS)	\$	32.99
1	LARGE TRAY W/ LETTUCE, ONION, TOMATO, HOT PEPPERS, PICKLES	\$	-
1	ALL DELI TO BE BOARS HEAD OR APPLGATE FARMS	\$	9.99
1	PACK STRING CHEESE	\$	-
1	JAR DILL PICKLES	\$	4.99
1	ORGANIC HOT SALSA (FRESH REFRIGERATED TYPE PREFERRED)	\$	3.99
1	TUB HUMMUS (ROASTED RED PEPPER, SPICY, OR PLAIN)	\$	4.99
1	JAR ORGANIC NO-STIR PEANUT BUTTER	\$	5.99
1	JAR ORGANIC PRESERVES (STRAWBERRY OR RASPBERRY)	\$	5.99
1	BAG STACYS PLAIN PITA CRISPS	\$	5.99
1	BAG ORGANIC TORTILLA CHIPS	\$	2.99
1	BAG SKINNY POP OR BOOM CHIKA POPCORN	\$	2.99
1	SNYDERS OR ROLD COLD HONEY BRAIDED TWIST PRETZELS	\$	2.99
1	BAG DORITOS (HABANERO, CRAZY FLAVOR, NACHO)	\$	2.99
1	ORGANIC SALTED MIXED NUTS	\$	6.49
2	LARGE BAG BEEF JERKEY	\$	13.99
1	PKG BEEF STICKS	\$	6.99
1	BOX KASHI OR NATURE VALLEY GRANOLA BARS	\$	3.99
4	VEGA SPORT PROTEIN BARS	\$	12.00
1	BAG CANDY (BUTTERFINGER, TWIX, SNICKERS. YOU PICK)	\$	11.99
3	BANANAS	\$	1.99
3	ORGANIC APPLES (HONEY CRISP OR PINK LADY)	\$	2.99
2	LIMES	\$	1.49
1	3pk OF SUGAR FREE ORBIT GUM (ANY MINT FLAVOR)	\$	2.99
1	72ct BOTTLE AIRBORNE Vitamin C GUMMIES	\$	16.99
1	BOX EMERGENC	\$	9.99
1	BOTTLE OF ADVIL LIQUID GELS	\$	4.99
1	40ct CLARITIN Allergy 24 HOUR Tablets	\$	10.69
1	21ct RICOLA NATURAL HERB COUGH DROPS	\$	2.99
1	30ct SLEEVE OF RED SOLO CUPS	\$	4.49
1	30ct SLEEVE OF 16oz HOT CUPS	\$	9.99
1	ROLLS PAPER TOWELS	\$	1.99
1	BOX KLEENEX	\$	2.49
1	PACK FLUSHABLE WIPES (NOT WET ONES THINK BABY WIPES)	\$	2.99
12	FACE TOWELS - BLACK (PRE-WASHED)	\$	-
12	BATH TOWELS (PRE-WASHED)	\$	-
3	AFTER-SHOW PIZZAS: 1 VEGGIE, 1 MARGHERITA, 1 PEPPERONI	\$	30.99
	TOTAL	\$	612.65

HEAVY DUTY DISPOSABLE PLATES & BOWLS PLASTIC SPOONS, FORKS, AND KNIVES
CONDIMENTS: MAYO, DELI MUSTARD

- 1 LARGE COOLER W/ ICE (FOR BEER), replenished throughout the day
- 1 LARGE COOLER W/ ICE (FOR SOFT DRINKS), replenished throughout the day
- 1 BUCKET W/ CLEAN ICE (FOR DRINKS), replenished throughout the day

AGREEMENT

THIS AGREEMENT MUST BE INITIALED/SIGNED AND EMAILED OR FAXED TO:

An Agency or Management representative

Promoter Representative Name: Ronald Neibert

Promoter Representative Signature: [Signature]

Date: 2/11/19



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: RESOLUTION NO. 19-29: APPROVAL OF PURCHASE IN EXCESS OF \$25,000 FOR ENGINEERING SERVICES FOR THE BATES AVENUE WWTP EXPANSION STUDY AND CORRESPONDING BUDGET AMENDMENT

Introduction:

Resolution No. 19-29 approves an expenditure in excess of \$25,000 and authorizes the City Manager to execute an agreement with Tetra Tech, Inc. for a study of a service expansion of the Bates Avenue Wastewater Treatment Plant for an estimated compensation of \$60,658. The Resolution also authorizes a corresponding budget amendment.

Background:

The existing Bates Avenue Wastewater Treatment Plant (WWTP) has a existing permitted capacity of 2.4 million gallons per day (MGD) on an annual average daily flow (AADF) basis. As the plant is nearing the 80% operating capacity threshold, City Staff would like to retain the services of Tetra Tech, one of the City's Continuing Service Civil Engineering consultants. They will examine growth potential, interlocal wastewater contributions, flow trends, influent characteristics, unit process loadings, hydraulics, and historical performance to develop, evaluate, and select an expansion concept to increase the capacity of the facility by an increment to accommodate projected flows in a cost-effective manner.

Based on the submitted proposal, Tetra Tech Inc. has agreed to perform the following Scope of Services for the estimated fee of \$60,658:

- Review the interlocal wastewater service agreement with Umatilla and meet with Umatilla Planning Officials to gather information to support flow projections
- Analyze pending developments, vacant tracts of land within the service area, growth trends, and population projections to estimate water flows for the 5-, 10-, and 20-year planning horizons.
- Summarize and evaluate historical flows, influent characteristics, and plant performance to present the flow projections and suggested plant expansion phasing.

- Construct a BioWin model reflecting current Bates Avenue WWTP process configuration. They will conduct steady-state BioWin simulations under various flow and loading scenarios.
- Evaluate the plant hydraulic profile and pumping equipment; evaluate unit operations that are governed by hydraulic loadings; evaluate current aeration system and chemical storage and feed systems; evaluate sludge holding, dewatering, and disposal facilities and practices.
- Study standby power facilities and identify improvements needed for expansion concepts; evaluate the effluent disposal system, identify shortfalls in storage, pumping, or disposal capacity; and estimate capital costs for suggested improvements.

Tetra Tech will prepare a document presenting the findings, conclusions and recommendations resulting from the work described above. The estimated cost of this expansion study is \$60,658. A Sewer R&R Fund Balance (Fund 42) appropriation into an established project expenditure account in the amount of \$65,000 is requested for this project.

Recommended Action:

Staff recommends approval of Resolution No. 19-29

Alternatives:

Alternatives:

1. Approve Resolution No. 19-29
2. Deny Resolution No. 19-29

Discussion of Alternatives:

1. Alternative 1 approves the Resolution.

Advantages:

- a. The Bates Avenue Treatment Facility is nearing its capacity limits. Process improvements are vital to keep the plant in DEP compliance and to accommodate for future expansion of services.
- b. Tetra Tech is one of the City's Continuing Service Engineering firms and is infinitely familiar with the required actions to complete this study.

Disadvantages:

The action approves an estimated expenditure of \$60,658.

2. Alternative 2 denies the Resolution.

Advantages:

The City would not expend \$60,658.

Disadvantages:

The project would be delayed and the facility will not meet DEP compliance regulations.

Reviewed By:

Rick Gierok, Director of Public Works

Prepared By:

Sally Mayer, Administrative Assistant - Public Utilities

Budget Impact:

Staff is requesting approval for a 42 Fund balance allocation to accommodate the cost.

Attachments:

[Resolution No. 19-29](#)

[Bates Avenue WWTP Expansion Study Proposal](#)

Reviewed by:

Ronald Neibert, City Manager

Approved - 15 Mar 2019

Mary Montez, City Clerk

Approved - 15 Mar 2019

RESOLUTION NO. 19-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$25,000 FOR CIVIL ENGINEERING SERVICES FROM TETRA TECH, INC. FOR A BATES AVENUE WASTEWATER TREATMENT FACILITY EXPANSION STUDY AND AUTHORIZING CORRESPONDING BUDGET AMENDMENT.

WHEREAS, the City of Eustis has a Continuing Services Agreement with Tetra Tech, Inc. for Civil Engineering Services; and

WHEREAS, Tetra Tech, Inc. submitted a proposal to gather and examine the necessary information and create an analysis report for the Bates Avenue Wastewater Facility Expansion Study for an estimated lump sum of \$60,658 in accordance with rates agreed to in the Continuing Services Agreement between Tetra Tech, Inc. and the City; and

WHEREAS, staff is requesting a Sewer R&R Fund 42 balance appropriation of \$65,000 into an established project expenditure account to accommodate the cost of this project; and

WHEREAS, City of Eustis purchasing policies require that the City Commission approve any purchase in excess of \$25,000.

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

- (1) That the Finance Director is authorized to amend the Fiscal Year 18-19 Water & Sewer R&R Fund Budget to appropriate \$65,000 from Fund Balance into an established project expenditure account; and
- (2) That the City Commission hereby authorizes the City Manager to execute an agreement with Tetra Tech for the approved purchase.

DONE AND RESOLVED this 21st day of March 2019, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Michael L. Holland, Mayor, and Mary C. Montez, 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 No. 19-29 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.

Mary C. Montez, City Clerk



March 6, 2019

Mr. Rick Gierok, P.E.
City of Eustis
10 N. Grove Street
Eustis, FL 32727

**Subject: Professional Engineering Services Proposal
Bates Avenue WWTP Expansion Study**

Tt # 200BP Eustis

Dear Mr. Gierok:

Tetra Tech is pleased to furnish this proposal for professional engineering services to assist the City of Eustis with the above-referenced project. A detailed scope of services, compensation summary, and project schedule are attached hereto.

Tetra Tech looks forward to providing these services to the City of Eustis. Should you have any questions, please do not hesitate to contact me at 407-839-3955.

Very truly yours,

Tetra Tech

A handwritten signature in blue ink, appearing to read 'Jon D. Fox'.

Jon D. Fox, P.E.
Vice President

Attachments

JDF/ab/Bates Ave WWTP Exp Study/Gierok_030619

C: John P. Toomey, P.E., Tetra Tech

Tetra Tech, Inc.
201 E. Pine Street, Suite 1000, Orlando, FL 32801
Tel 407.839.3955 Fax 407.839.3790 www.tetratech.com

ATTACHMENT A

CITY OF EUSTIS

BATES AVENUE WASTEWATER TREATMENT PLANT EXPANSION STUDY

SCOPE OF SERVICES

I. PROJECT OVERVIEW

The existing Bates Avenue Wastewater Treatment Plant (WWTP) has an existing permitted capacity of 2.4 million gallons per day (MGD) on an annual average daily flow (AADF) basis. The City of Eustis (City) intends to retain Tetra Tech to examine growth potential, interlocal wastewater contributions, flow trends, influent characteristics, unit process loadings, hydraulics, and historical performance to develop, evaluate, and select an expansion concept to increase the capacity of the facility by an increment to accommodate projected flows in a cost-effective manner. Tasks to be completed for this project are further described herein.

Professional engineering services described herein will be performed in accordance with the City of Eustis/Tetra Tech Continuing Contract for Professional Engineering, Architectural, and Landscape Architect services Agreement dated August 1, 2018.

II. SCOPE OF WORK

1. Attend a kick-off meeting/site visit with City Staff.
2. Review the interlocal wastewater service agreement with Umatilla and meet with the Umatilla Planning Official to gather information that will support flow projections.
3. Meet with the City of Eustis Planning and Public Works Staff to discuss pending developments, vacant tracts of land within the service area, growth trends, and population projections.
4. Analyze information gathered during completion of the above tasks and estimate wastewater flows for the 5-, 10-, and 20-year planning horizons.
5. Prepare a brief technical memorandum to present the flow projections and suggested plant expansion phasing.
6. Meet with the City to discuss the technical memorandum and finalize the document pursuant to City comments.
7. Summarize and evaluate historical flows, influent characteristics, and plant performance.

8. Review individual unit operation with respect to industry standard design criteria, Class I Reliability requirements, and specific regulatory agency design criteria to preliminarily identify components that may need to be supplemented, replaced or modified. Subsequently, prepare a technical memorandum which provides the initial findings and potential expansion concepts.
9. Meet with the City to discuss initial findings and to select three expansion concepts for further consideration.
10. Construct a BioWin model reflecting the current Bates Avenue WWTP process configuration. The model will be calibrated using 12 months of operating data. Any additional sampling and laboratory analyses needed to calibrate the model will be provided by the City. It is anticipated that influent cBOD, COD, TSS, VSS, TKN, and ammonia data may be required.
11. Conduct steady-state BioWin simulations under various flow and loading scenarios to identify improvements to the biological treatment process needed for the expansion concepts under consideration.
12. Evaluate the plant hydraulic profile and pumping equipment to identify improvements needed for the expansion concepts under consideration.
13. Evaluate unit operations that are governed by hydraulic loadings such as clarifiers, filters and chlorine contact tanks, identify capacity constraints and identify improvements needed for the expansion concepts under consideration.
14. Evaluate the current aeration system, including both the blowers and diffused aeration system to identify improvements needed for the expansion concepts under consideration.
15. Evaluate chemical storage and feed systems to identify improvements needed for the expansion concepts under consideration.
16. Evaluate sludge holding, dewatering, and disposal facilities and practices and identify improvements needed to address future rates of sludge production in a reliable and efficient manner.
17. Evaluate standby power facilities identify improvements needed for the expansion concepts under consideration.
18. Evaluate the effluent disposal system and identify any shortfalls in storage, pumping, or disposal capacity.
19. Estimate capital costs for the suggested improvements.
20. Prepare a draft memorandum presenting the findings, conclusions, and recommendations resulting from the work described above.

21. Meet with the City to discuss the memorandum and select an expansion option for future implementation. Subsequently, revise the draft memorandum as needed.

III. COMPENSATION SUMMARY

The total compensation for the Scope of Services described in Section II is summarized below. Services will be made on a lump sum basis. Attachment B presents a detailed breakdown of the estimated compensation for the Scope of Services.

Task	Phase	Compensation
A	Expansion Study	\$60,658

IV. SCHEDULE

A detailed project schedule that addresses each activity is presented in below.

Task	Task Duration (Weeks)	Task Completion (Weeks after NTP)
Kick-Off Meeting Data Review	2	2
Flow Projections & Tech Memo	3	5
Review Meeting/Finalize Tech Memo	2	7
Initial Analysis	2	9
Technical Memorandum/Meeting	2	11
Modeling/Analysis	6	17
Cost Estimates	2	19
Draft Technical Memorandum	2	21
Final Technical Memorandum	3	24

 Price Proposal		Labor Plan						Attachment B		
Bates Avenue WWTP Expansion Study		6 Resource								
Submitted to: City of Eustis								Pricing by Resource		
Contract Type: Fixed Price										
Project Phases / Tasks	Total Labor Hrs	Principal	Sr Project Manager	Engineer IV	Engineer V	Sr. CADD Designer/I	Project Administrator	Labor	ODCs	Task Pricing Totals
	376	26	62	220	12	34	22	60,358	300	60,658
A Expansion Study	376	26	62	220	12	34	22	60,358	300	60,658
Kick-Off Meeting/Site Visit	12	4	4	4				2,711		2,711
Meet with Umatilla/Review Documents	12		4	8				2,067		2,067
Meet with Eustis Planner/Review Documents	12		4	8				2,067		2,067
Analyze Documents/Prepare Flow Projections	22		2	20				3,146		3,146
Prepare Draft Tech Memo	22		2	8		8	4	2,801		2,801
Meet with City/Finalize Tech Memo	20	4	4	8		2	2	3,642		3,642
Data Analysis	16		4	12				2,595		2,595
Initial Process Evaluation/Technical Memorandum Meeting	24		4	16			4	3,496		3,496
Model Development & Calibration	12	4	4	4				2,711		2,711
Expansion Simulations	28		4	24				4,179		4,179
Hydraulic Evaluations	18		2	16				2,618		2,618
Unit Operation Evaluations	10		2	8				1,562		1,562
Aeration System Evaluation	10		2	8				1,562		1,562
Chemical Feed System Evaluation	6		2	4				1,033		1,033
Sludge Handling System Evaluation	2			2				264		264
Standby Power Evaluation	10		2	8				1,562		1,562
Effluent Disposal System Evaluation	10			2	8			1,791		1,791
Cost Estimates	4			4				528		528
Draft Technical Memorandum	28		4	24				4,179		4,179
Meeting/Finalize Memorandum	54	2	4	24		16	8	7,245		7,245
QA/QC & Coordination	32	4	4	8	4	8	4	5,243		5,243
Other Direct Costs	12	8	4					3,355		3,355
	-								300	300
Totals	376	26	62	220	12	34	22	60,358	300	60,658



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: RESOLUTION NO. 19-30: REDUCTION OF CODE ENFORCEMENT FINE/RELEASE OF LIEN FOR 33 WEST HERRICK DRIVE, CODE ENFORCEMENT CASE #18-00900

Introduction:

Resolution No. 19-30 approves a Special Magistrate Order reducing an outstanding code enforcement fine from \$2,600 to \$1,040 and releases the lien against 33 W. Herrick Dr. upon full payment of the reduced fine.

Background:

See attached Staff Report.

Attachments:

[Staff Report Res. No.19-30](#)

[Resolution No. 19-30](#)

[Fine Reduction Application](#)

[Pictures](#)

[Recorded Lien](#)

[Violation Detail](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 15 Mar 2019
Approved - 15 Mar 2019



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: MARCH 21, 2019

RE: RESOLUTION NO. 19-30: REDUCTION OF CODE ENFORCEMENT FINE/RELEASE OF LIEN FOR 33 WEST HERRICK DRIVE, CODE ENFORCEMENT CASE 18-00900

Introduction:

Resolution No. 19-30 approves a Special Magistrate Order reducing an outstanding code enforcement fine from its current amount of \$2,600 to \$1,040 and releases the lien against 33 West Herrick Drive upon full payment of the reduced fine.

Recommended Action:

The administration recommends approval of Resolution No. 19-30.

Background:

1. Code Board Action:

On March 11, 2019, the Special Magistrate, acting in place of the Code Enforcement Board in accordance with Section 2-57(1)(b) of City Code, reviewed an application for a reduction of fine submitted by Gugabele1, Inc., owner of 33 West Herrick Drive. The Magistrate denied their request for a reduction to administrative fees (\$615), but approved a reduction of the accrued fine to \$1,040, to be paid within 60 days of City Commission approval, or the original full fine imposed shall become due.

2. Case History:

On March 19, 2018, Gugabele1, Inc purchased the property from the previous owners, and on August 13, 2018, the City Code Enforcement Department received a citizen complaint regarding overgrown grass.

On August 16, 2018, the property was inspected for compliance of City Code. Multiple code violations were documented, including overgrown grass to a height of at least 4 feet in some areas.

On August 22, 2018, a Notice of Violation was issued requiring corrective action by September 4, 2018.

On September 10, 2018, the Code Enforcement Board found that Notice was given as required by law and that Gugabele1 Inc. did violate City Code by allowing the following conditions to remain on the property:

- Grass or weeds overgrown to a height of twelve inches or more from the ground.
- Dead tree branches and an accumulation of trash remains on property.
- Containers or other receptacles that could collect water have been placed or left outdoors.
- Yard trash placed in the public right-of-way has not been packaged properly for curbside collection.

The Board issued an Order of Enforcement requiring the property owner to bring the property into compliance by September 20, 2018 or a fine of \$25 per day of non-compliance would be imposed.

On October 8, 2018, the Code Enforcement Board imposed the \$25 per day fine because the property owner failed to bring the property into compliance. The property remained in violation for 104 days resulting in a \$2,600 fine.

On March 7, 2019, the property owners submitted a written request for the Code Enforcement Board to reduce the \$2,600 fine to administrative fees. The Special Magistrate reviewed the application, because there were not enough Code Enforcement Board members available to meet quorum requirements per Florida Statutes. He denied the applicant's request, but did agree to reduce the accrued fine to \$10 per day totaling \$1,040, if paid within 60 days of the City Commission approval.

A more detailed breakdown and timeline of this case is attached. (See violation detail).

Alternatives

1. Approve Resolution No. 19-30.
2. Deny Resolution No. 19-30.

Discussion of Alternatives:

1. Alternative 1 approves Resolution No. 19-30 reducing the accrued fine to \$1,040 and releases code enforcement liens against 33 West Herrick Drive upon full payment of the reduced fine.

Advantages:

- The action would make it more affordable for the property owner to pay the fine and obtain a release of lien.
- The City would recover more than its administrative costs (\$615) associated with the code enforcement case.
- The action supports the City's primary goal of achieving compliance.
- The action is consistent with previous City Commission action and CEB recommendations.

Disadvantages:

- The City would lose the opportunity to collect the full fine of \$2,600.

2. Alternative 2 denies Resolution No. 19-30 and maintains the liens against the subject property.

Advantages:

- The City could possibly collect the full fine of \$2,600.

Disadvantages:

- The property owner would bear the financial burden of paying the full fine.
- The property owner may not pay the full fine.

Community Input

No adjacent property owners attended the Code Enforcement Hearings, but the violation was the result of a citizen complaint.

Budget / Staff Impact:

If the Resolution is approved, the City would receive \$1,040 that more than covers its administrative costs associated with the code enforcement case against the subject property.

Reviewed By:

Lori Barnes, AICP, Development Services Director

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments:

- Resolution No. 19-30
- Copy of Code Lien
- Applications for Reduction of Fine
- Violation Detail
- Pictures

RESOLUTION NO. 19-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; PROVIDING FOR A REDUCTION OF OUTSTANDING CODE ENFORCEMENT FINES AND RELEASE OF LIEN AGAINST 33 WEST HERRICK DRIVE UPON FULL PAYMENT OF THE REDUCED FINE.

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property under Case No. 18-00900 against Gugabele1 Inc., current property owner, for failing to comply with City Ordinances:

EUSTIS, SHOREACRES NO 3 LOT 12 BLK A PB 6 PG 83 ORB 5087 PG 2488, and

WHEREAS, on January 17, 2019, the City of Eustis, Florida, a Florida Municipal Corporation, recorded a Code Enforcement Lien against the subject property; and

WHEREAS, the property was in violation of city code for 104 days before being brought into compliance; and

WHEREAS, the daily fines accrued to \$2,600; and

WHEREAS, Gugabele1 Inc., the current property owners, submitted an application requesting that the fines be reduced to administrative fees (\$615); and

WHEREAS, On March 11, 2019, the Special Magistrate reviewed the request and recommended that the City Commission reduce the fines to \$1,040 payable within 60 days.

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

Section 1: That the outstanding \$2,600 fine assessed for Case No. 18-00900 shall be reduced to \$1,040 if the payment is received within 60 days of this action.

Section 2: That the recorded lien against the subject property shall be released if payment is received in accordance with Section 1 of this resolution.

Section 3: That this action shall become null and void if the reduced fine is not paid on or before May 20, 2019.

DONE AND RESOLVED this 21st day of March, 2019, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-30 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 and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk

Case No. 18-00900



APPLICATION FOR REDUCTION OF CODE ENFORCEMENT FINE

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

INSTRUCTIONS: Please complete both pages of this form. Be specific when writing your statement. **Return the original completed form** in person to the Code Enforcement office located at 4 North Grove Street, Eustis, FL, or by U.S. Mail at P.O. Drawer 68, Eustis, FL 32727 **no later than 5:00 p.m., Thursday, March 7, 2019.** Attn: City of Eustis, Code Enforcement Department. In lieu of hand delivery or mailing, you may fax a copy of the completed form to (352) 357-4177, or email to codeenforcement@ci.eustis.fl.us.

APPLICATION BECOMES VOID IF NOT SUBMITTED BY DEADLINE

If original completed form is received by the deadline, the request will be presented to the Code Enforcement Board (CEB) at the next regularly scheduled hearing on **April 4, 2019**. If the CEB approves the reduction request, the CEB's recommendation will be submitted to the City Commission for approval at their scheduled next scheduled meeting before taking effect.

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

Property Owner Name: Gugabele1 Inc Phone: _____
Address: 4849 CYPRESS WOODS DR, APT 1101 FAX: _____
City: Orlando State: FL Zip: 32811
E-mail: gugabele1@gmail.com

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

Address or location of property where violation existed: 33 W Herrick Dr, Eustis, FL

Date violation brought into compliance: 01-15-19

Date Code Enforcement Office called to request re-inspection: N/A

Total Accrued Fine: \$2,600 Reduction Request Amount: \$ Administrave Fee

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

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

Update file address: /tmp/7f2ee6aa0c98c38e101c1143b2105334.docx

I, Leonardo de Franca/Gugabele1 do hereby submit this Application for Reduction of Code Enforcement Fine, and in support offer the following statement:

Owner believed and trusted the property was being up-kept by the landscaping company hired to clean and mow the lawn biweekly. For a reason we cannot understand, the notices sent by the City of Eustis never reached the owner's address in Orlando (nor his agent's) and he was not aware of the violation until he hired a contractor to start remodeling the house. The violation was brought into compliance as soon as owner was notified and company hired to maintain landscaping was fired. The property has been upkept since then and no new violations were found, proving that the owner strives to do what is correct and fulfill his responsibilities with the government and the public. The owner lives in Orange County, about an hour away from the property.

(Additional pages may be added if needed)

Date: 3/7/19

Signed: [Signature]

State of FL

Print Name: Leonardo de Franca

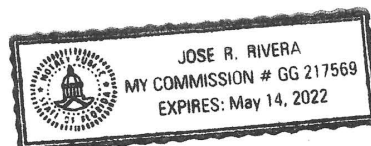
County of Orange

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

Date: 3/7/19

[Signature]
Notary Public
My Commission Expires: 5/14/2022

Drivers License No. FM 046559



1



August 16, 2018

33 West Herrick Avenue

2



August 16, 2018

Case #18-00900

3



August 16, 2018

33 West Herrick Avenue

4



August 16, 2018

Case #18-00900

5



August 16, 2018

33 West Herrick Avenue

6



September 4, 2018

Case #18-00900

7



September 4, 2018

33 West Herrick Avenue

8



September 4, 2018

Case #18-00900

9



September 7, 2018

33 West Herrick Avenue

10



September 7, 2018

Case #18-00900

11



September 7, 2018

33 West Herrick Avenue

12



September 7, 2018

Case #18-00900

13



September 7, 2018

33 West Herrick Avenue

14



September 7, 2018

Case #18-00900

15



September 7, 2018

33 West Herrick Avenue

16



September 21, 2018

Case #18-00900

17



September 21, 2018

33 West Herrick Avenue

18



September 21, 2018

Case #18-00900

19



September 21, 2018

33 West Herrick Avenue

20



September 21, 2018

Case #18-00900

21



September 21, 2018

33 West Herrick Avenue

22



September 21, 2018

Case #18-00900



CODE ENFORCEMENT BOARD

CITY OF EUSTIS

STATE OF FLORIDA

INSTRUMENT #2019007224
OR BK 5225 PG 1138 - 1139 (2 PGS)
DATE: 1/17/2019 1:08:26 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$18.50

CASE NO. 18-00900

IN THE MATTER OF: GUGABELE1, INC.

ORDER IMPOSING FINE / LIEN

This matter was heard by the Code Enforcement Board on October 8, 2018 at a Certification of Fine / Lien Hearing based on a prior Order entered in this matter by the Board during a regularly scheduled hearing held on September 10, 2018.

At the September 10, 2018 Hearing, the Board took evidence and testimony under oath from the City and gave opportunity to GUGABELE1, INC. to give evidence and testimony under oath.

Based on the testimony given under oath and relevant evidence presented at the September 10, 2018 Hearing, the Board issued a Finding of Fact and Conclusion of Law and thereupon issued an oral Order, which was reduced to writing and furnished to GUGABELE1, INC..

Said Order required GUGABELE1, INC. to take certain corrective action by September 20, 2018, as more specifically set forth in that Order.

An Affidavit of Non-Compliance, bearing the re-inspection date of September 21, 2018 has been filed with the Board by the Code Inspector, which Affidavit certifies under oath that the required corrective action was not taken as ordered.

Accordingly, it having been brought to the Board's attention that GUGABELE1, INC. has not complied with the Order dated September 10, 2018. It is hereby ORDERED that GUGABELE1, INC. pay to the City of Eustis a fine in the amount of \$25 per day after September 20, 2018 for each and every day the violation(s) exist(s) and continue to exist at EUSTIS, SHOREACRES NO 3 LOT 12 BLK A PB 6 PG 83 ORB 5087 PG 2488 (33 WEST HERRICK DRIVE, Eustis, FL Parcel ID 02-19-26 0500-00A 01200), described as:

- 1) Grass or weeds overgrown to a height of twelve inches or more from the ground.
- 2) Dead tree branches and an accumulation of trash remains on property.
- 3) Containers or other receptacles that could collect water have been placed or left outdoors.

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

CITY OF EUSTIS
PO DRAWER 68
EUSTIS FL 32726-0068



Case No. 18-00900

CERTIFICATION OF VOTE

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

Member	Yes	No	Absent
Alan Paczkowski	x		
Stephanie Carder	x		
James Hagarty			x
Alan Johnson			x
George Asbate	x		
Joanne Hart-Rittenhouse	x		

DONE AND ORDERED THIS 8TH DAY OF OCTOBER, 2018.

Code Enforcement Board of the City of Eustis, Florida

By: _____

Alan Paczkowski, Chairperson

CERTIFICATE OF SERVICE

I, Clerk of the City of Eustis, hereby certify that this is a true and accurate copy of the Order of Enforcement and that a copy of this Order has been sent via First Class Mail to GUGABELE1, INC. at 4881 CYPRESS WOODS DR., #3204, ORLANDO, FL 32811 and 4849 CYPRESS WOODS DRIVE APT 1101, ORLANDO, FL 32811 on this 11th day of, October, 2018.

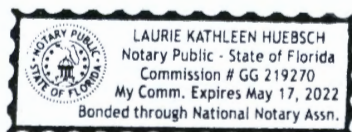
CITY OF EUSTIS

Mary C. Montez, City Clerk

STATE OF FLORIDA)
) ss
COUNTY OF LAKE)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Eustis, said County and State, this 11th day of, October, 2018.



NOTARY PUBLIC

My Commission Expires: 5-17-22
Notary Serial No. GG219270

March 12, 2019
10:19 AM

CITY OF EUSTIS
Violation Detail

Page No: 1

Violation Id	Parcel Id	Property Loc	Owner Name	Owner Phone	Owner Email
18-00900	02-19-26-0500-00A-01200	33 WEST HERRICK DR	GUGABELE1 INC		
4881 CYPRESS WOODS DR APT 3204, ORLANDO, FL 32811					

General:

Violation Date	Status	Status Date	Use Type	User Code	Cust Id	Customer Name	Complaint Phone	Complaint Email	Tenant Other
Tenant Name			Tenant Phone			Tenant Email			
08/14/18	Pending		COMPL	CL					
Doretta Kirchoff			(954)554-9619						

Description:

8-13-18 Complaint: Overgrown grass.

Conditions:

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

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

Violation: Containers or other receptacles that could collect water have been placed or left outdoors.

Corrective Action Required. Move all containers or other receptacles that could collect water indoors, or remove them from the property.

Violation: waste receptacles are not being removed from the curbside by 11:59 p.m. the day of scheduled collection.

Corrective Action Required: Remove the waste receptacles from the curbside.

Violation: Yard trash placed in the public right-of-way has not been packaged properly for curbside collection.

Corrective Action Required: 1) Properly prepare the yard trash for curbside collection by placing it in approved receptacles or tying it into bundles (or neatly stacking) not exceeding four feet in length or 50 pounds in weight, and 2) Dispose of any yard trash that does not qualify for curbside collection (i.e. longer than four feet in length and/or larger than 6 inches in diameter) at the Lake County Landfill in Astatula, FL or another approved disposal facility, or 3) Call Waste Management at

(352) 787-4416 to arrange a collection for a fee.

Ordinances:

Ordinance Id	Description	Compliance Deadline
34-96A1.4	Section 34-96(a)(1)(4): (a) No person who owns or occupies real property within the City shall maintain or cause to be maintained on the property a nuisance. Prohibited acts and required compliance measures include the following: (1) No person within the City shall allow property that person owns or occupies to become overgrown with grass or weeds to a height of 12 inches or more from the ground nor allow dead shrubs, bushes, branches, or trees to remain on such property. (4) No person shall allow any object or item such as, but not limited to, household furniture, household appliances, or containers or other receptacles that could collect water or any other accumulation of personal property, construction and demolition debris or other materials, trash, garbage, or rubbish of any kind that could become a breeding place for insects or vermin or cause unpleasant odors or which is unsightly and an eyesore from adjoining properties or from the public right-of-way to be placed or left outdoors except for such period as may be necessary to allow collection of such items by waste collection services.	
34-97	Section 34-97: Regardless of whether they occupy the property, it shall be the duty of the owner of each lot, tract, or parcel of land within the City to reasonably regulate and effectively control excessive growths and accumulations as enumerated in Section 34-96 on the property and on the portion of the adjoining public right-of-way between the property and the street. It shall also be the duty of the owner to drain, regrade or fill any lot, tract or parcel, including swimming pools, which shall be unwholesome or unsanitary, have stagnant water, or be in such other condition as to be susceptible to producing disease.	
78-57E4	Section 78-57(e)(4): All waste receptacles shall be placed upon the curbside no earlier than 5:00 P.M. of the day before scheduled collection and no later than 6:00 A.M. of the day of scheduled collection. All waste receptacles shall be removed from the curbside and stored in a side or rear yard or a location that is not visible from the street no later than 11:59 P.M. of the day of scheduled collection. Placement of waste receptacles on the curbside earlier than 5:00 P.M. of the day before scheduled collection or failure to remove waste receptacles from the curbside to a location that is not visible from the street by 11:59 P.M. on the day of scheduled collection is a violation of this Code and may be remedied by the Code Enforcement process according to Chapter 2 of this Code. Residential premises receiving back yard collection service will utilize a collection point designated by the City Manager or his representative. Yard trash shall be placed in approved receptacles or tied in bundles not to exceed four feet in length or 50 pounds in weight. The City or, if authorized by the City, its franchisee, may require additional preparation of solid waste for collection as is reasonably necessary.	

Fines:

Status	Ordinance Id	Service Id	Total	Paid
PENDING: 10/02/18	34-96A1.4	CE-LIEN Code Enforcement Lien	1,040.00	0.00
WAIVED: 03/12/19	34-97	CE-LIEN Code Enforcement Lien	2,600.00	0.00

Activities:

Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time	Status
	INSP COMPLAINT	EM	08/16/18			Fail
Comment: 8-13-18 Complaint: Overgrown grass.						
	VN MAILED		08/22/18			Pass
Comment:						
	VN POSTED	EM	08/22/18			Pass
Comment:						
	VN RETURNED		08/31/18			Fail
Comment: VN2 returned "Not Deliverable as Addressed. Unable to Forward." Attached to case. (lkh)						
	VN INSP	EM	09/04/18			Fail
Comment: NCIC						
	CONTACT		09/04/18			Open
Comment: Representative called and reported to Laurie that the property is being mowed today.						
	RE-INSPECTION	EM	09/07/18			Fail
Comment:						
	NH1 INSP	EM	09/10/18			Fail
Comment:						
	FOF ISSUED	EM	09/10/18			Open
Comment: Comply by 09/20/18 or a fine of \$25 per day of occurrence will be imposed.						

March 12, 2019
10:19 AM

CITY OF EUSTIS
Violation Detail

Page No: 4

34-96A1.4	FOF INSP	EM	09/21/18	Fail
Comment:				
34-96A1.4	NH2 MAILED		09/26/18	Pass
Comment:				
	NH2 INSP	EM	10/08/18	Fail
Comment:				
	LIEN MAILED		10/11/18	Pass
Comment:	to address listed in LCPA office and address found listed on Sunbiz.org			
	NOTE		10/16/18	Fail
Comment:	COF mailed to Sunbiz.org address returned "Not Deliverable as Addressed". Attached to case.			
	RE-INSPECTION	EM	12/04/18	Fail
Comment:				
	LIEN POSTED	EM	01/03/19	Pass
Comment:	There was a crew onsite performing minor renovations to the structure. Made contact with one of them and gave him a copy of the Order Imposing Lien and asked that he have the owner contact me.			
	FINAL INSP	EM	01/03/19	Pass
Comment:	Grass has been mowed. No dead tree branches or containers that could collect water observed. Only trash remaining on property is direct result of interior work that is being performed. Fine accrued to \$2,600.			
	AFF COMPLIANCE		01/15/19	Fail
Comment:	No affidavit prepared because all mailings have been returned. Final total is \$2,600			
	LIEN RECORDED		01/17/19	Open
Comment:	ORB 5225 PG 1138-1139			
	CONTACT		02/13/19	Open
Comment:	Carolina Brum called on behalf of the property owner inquiring about the violation and lien on the property. Advised her that the property has since been brought into compliance, but that a \$2,600 fine did accrue. She asked if it could be reduced to administrative. I explained the process and told her that I would email her an application. 407-450-9167, carolbrum.broker@gmail.com			
	CONTACT		02/25/19	Open
Comment:	From: Martin,Eric			
	Sent: Monday, February 25, 2019 2:16 PM			
	To: 'carolbrum.broker@gmail.com' <carolbrum.broker@gmail.com>			
	Subject: 33 West Herrick Avenue, Fine Reduction Application, Case 18-00900			

Dear Ms. Brum,

Attached is the Fine Reduction Application you requested. I apologize for the delay.

CONTACT	03/07/19	Open
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Comment: From: Gugabele <gugabele1@gmail.com>
Sent: Thursday, March 07, 2019 3:14 PM
To: Martin,Eric <MartinE@ci.eustis.fl.us>
Subject: Fine reduction Petition - Gugabele1 INC

Good afternoon Mr. Martin,

March 12, 2019
10:19 AM

CITY OF EUSTIS
Violation Detail

Page No: 5

My name is Leonardo da Franca and Iâ€™m the owner of the company Gugabele1 INC. I spoke with you on the phone earlier today and you told me to notarize the document and send to this email.

Could you please let me know if I need to do something else? I appreciate your time and attention.

REDUCTION CEB 03/11/19 Pass

Comment: Special Magistrate denied request for a reduction to Admin Fees and reduced daily fine to \$10 totaling \$1,040

Fine Totals:

<u>Service Id</u>	<u>Total</u>
CE-LIEN Code Enforcement Lien	3,640.00
Grand Total:	3,640.00



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: RESOLUTION NO. 19-28: SITE PLAN WITH WAIVERS FOR A COMMERCIAL RETAIL BUILDING AT 930 S. BAY STREET

Introduction:

Resolution No. 19-28 approves a Site Plan with waivers to allow for the construction of a 9,100 sf. commercial retail building with a side main entrance on approximately 1.30 acres at 930 S. Bay Street.

Background:

See attached Staff Report.

Attachments:

[Staff Report Res. No. 19-28 930 S Bay](#)
[Resolution with Waivers - 930 S Bay](#)
[500 ft property owner notice - 930 S bay](#)
[DC AFFIDAVIT RES 19-28-SPW-930 S BAY](#)

Reviewed by:

Lori Barnes, Director	Pending
Ronald Neibert, City Manager	Pending



City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: RONALD R. NEIBERT, CITY MANAGER
 DATE: MARCH 21, 2019
 RE: RESOLUTION NO. 19-28: SITE PLAN WITH WAIVER FOR A COMMERCIAL RETAIL BUILDING LOCATED AT 930 S. BAY STREET

Introduction:

Resolution No. 19-28 approves a Site Plan with waivers to allow for the construction of a 9,100 sf. commercial retail building with a side main entrance on approximately 1.30 acres at 930 S. Bay Street.

Recommended Action:

The administration recommends approval of Resolution No. 19-28.

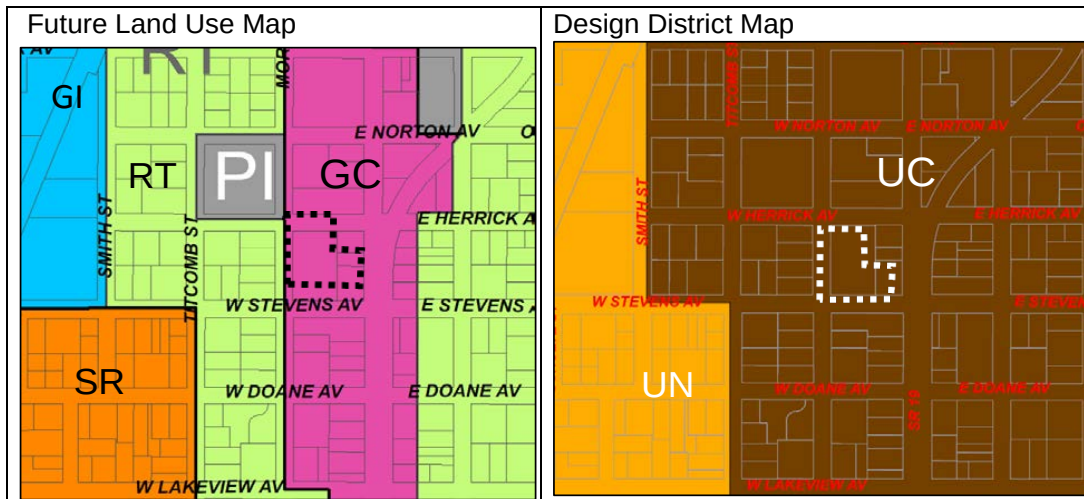
Background:

1. Pertinent Site Information:

- The subject property comprises about 1.30 acres of vacant land.
- A commercial retail use is a permitted use in the GC land use district.
- The property is within the Suburban Corridor Design District. The project utilizes the Commercial lot type.
- The site and surrounding properties' land use, design district designations, and existing uses are shown below:



	Future Land Use	Existing Use	Design District
Site	General Commercial	Vacant	Urban Corridor
North	GC	Office	UC
South	GC	Motel	UC
East	GC	Rest/Retail	UC
West	RT	SFR	UC



2. Proposed Development:

The proposed development plan includes a commercial retail building containing 9,100 sq. ft. The property fronts on four streets and the development plan proposes road entrances on Stevens and Herrick Avenues. No vehicular access to Bay Street is proposed. The applicant is requesting waivers to the landscaping, setback and building frontage percentage requirements. See Section 3, Waivers for details. (See Exhibit A for site development plan).

3. Waivers:

- a) Sec. 110-4.13: Allow a street yard setback of +/- 133 ft. instead of 75 ft. on Herrick Avenue.
- b) Sec. 110-4.13: Allow a frontage buildout percentage of 27% instead of 50% on Morin Street.
- c) Sec. 115-9.3.2.3.a: Allow a 1 ft. landscape buffer between parcels instead of 10 ft. on the northern boundary.
- d) Sec. 115-9.3.2.a.2: Allow a landscape buffer along Stevens Avenue of 7.5 ft. instead of 15 ft.
- e) Sec. 115-9.3.2.a.2: Allow a landscape buffer of +/- 13.68 ft. instead of 15 ft. for the parking spaces along Morin Street.

4. Considerations/Waiver Review:

- a) Street yard setback: The commercial lot type allows a variable street yard setback from 0 to 75 ft. This requirement allows flexibility in the site design. With this property, the requested 133-ft. setback is necessary due to the placement of the stormwater pond

along Herrick Avenue. Since the project site has four street frontages, the maximum street setback applies to all sides of the property. This causes considerable design constraints when trying to meet other design requirements such as stormwater retention. If this were a property with common lot lines, there would be no issues with the setback as the commercial lot allows an unlimited common lot setback.

- b) Frontage buildout percentage: The commercial lot type requires buildings to extend at least 50% of the lot width. This is a design requirement to keep the street frontages looking full. The project site has four street frontages that require the building to cover 50% of the frontage. This is difficult to meet on corner lots with only two frontages let alone four streets. The project meets the 50% requirement on three streets, including Bay Street where application of this requirement is most important. The shape of the lot provides the biggest constraint as it is in the shape of an "L". In order for the building to meet the 50% requirement, it would also be in the shape of an "L".
- c) Landscape buffers: The landscape buffers interact with existing conditions and building designs and sometimes need to be adjusted. The code states that buffers can be reduced to meet individual site constraints.

In order to meet parking and driveway requirements, 3 waivers to the landscape code are required. The site layout:

- a) Places the building 1-foot from the common property line, which negated any room for the adjacent property buffer,
- b) Reduced the street buffer on Stevens Avenue from 15 ft to 7.5 ft., and
- c) Reduced the 15 ft. buffer on Morin Street by 1.32 ft to 13.68 ft.

Two of the buffers are only needed for part of the building or property boundary:

- 1. The 1 ft. buffer affects 32 ft. of the 131 ft. of the building length. The remaining 99 ft. meets the landscaping requirements. Code also allows a 0 ft. common yard setback, which would automatically eliminate the required buffer.
- 2. The Morin Street waiver is only required for along the 10 parking spaces (90 ft. of the 264 ft. property boundary). The remaining Morin Street buffer is actually 13 ft. wider than required.

The third waiver is to the Stevens Avenue buffer. The driveway access and placement of the majority of the required parking along the Stevens Avenue frontage parking requirements for the building, and the "L" shaped property create a condition where a full fifteen-foot buffer does not fit in this area. The code does allow street setbacks between 5 and 15 ft., if necessary.

5. Applicable Policies and Codes:

- a) Section 110-4.13: Commercial Building Lot. A building lot located and designed to accommodate a single use office and retail that are predominately located as part of a retail complex.

BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	75
Common Lot Setback (ft)	0	—
Rear Setback (ft)	15	—
Frontage Buildout (%)	50	100

- b) Section 115-9.3.2: Suburban Design District Standards.

(a) Suburban landscape .

- (1) Building open areas . The green spaces around buildings shall be landscaped completely with trees, shrubs, groundcovers, annuals or sod.
- a. A minimum ten foot wide landscape area shall be located around all buildings. A five foot sidewalk may be included in this buffer area. Suburban buildings that utilize the minimum front setback requirements shall be exempt from this requirement.
- (2) Landscape buffer along public streets .
- a. A 15 to 24-foot landscape buffer shall be required along public streets with vegetation planted per the table below. Buffers smaller than 15 feet may be permitted when the building is sited with a street setback between 5 to 15 feet, or when the buffer must be reduced to meet individual site constraints. When a building is sited with a zero street setback, they shall be exempt from any street yard buffer requirement.

Alternatives:

1. Approve Resolution No. 19-28
2. Deny Resolution No. 19-28

Discussion of Alternatives:

Alternative 1 approves Resolution No. 19-28

Advantages:

- c) The property owner can move forward to obtain a building permit for the proposed development.
- d) The action would be consistent with the existing development patterns in the area.
- e) The City would realize additional ad-valorem tax revenue once the building is constructed.
- f) The action would be consistent with the goals, objectives and policies of the Comprehensive Plan.

Disadvantages:

- a) The action would approve waivers to the Land Development Regulations.

Alternative 2 denies Resolution No. 19-28

Advantages:

- a) The applicant could redesign the site with a different building type where waivers to the LDRs may not be necessary.

Disadvantages:

- a) The applicant may abandon the project due to additional costs to redesign.
- b) The City would not realize additional tax revenue from the new construction.

Community Input

The department has properly advertised the Resolution in the newspaper; notified surrounding properties within 500 feet; and posted the property. To date, there has been no expressed support or opposition to the proposed development.

Budget / Staff Impact:

There would be no direct cost to the City associated with the action other than providing standard City services to the development. There would be no additional staff time beyond the normal plan review process and building inspection.

Reviewed By:

Lori Barnes, AICP, Development Services Director

Prepared By:

Roland D. Magyar, AICP, Senior Planner

Attachments

- Resolution No. 19-28 (Exhibit A (Site Plan) & B (Elevation))
- Surrounding Property Owner Notice
- Legal Advertisement

EXHIBIT A: SITE PLAN

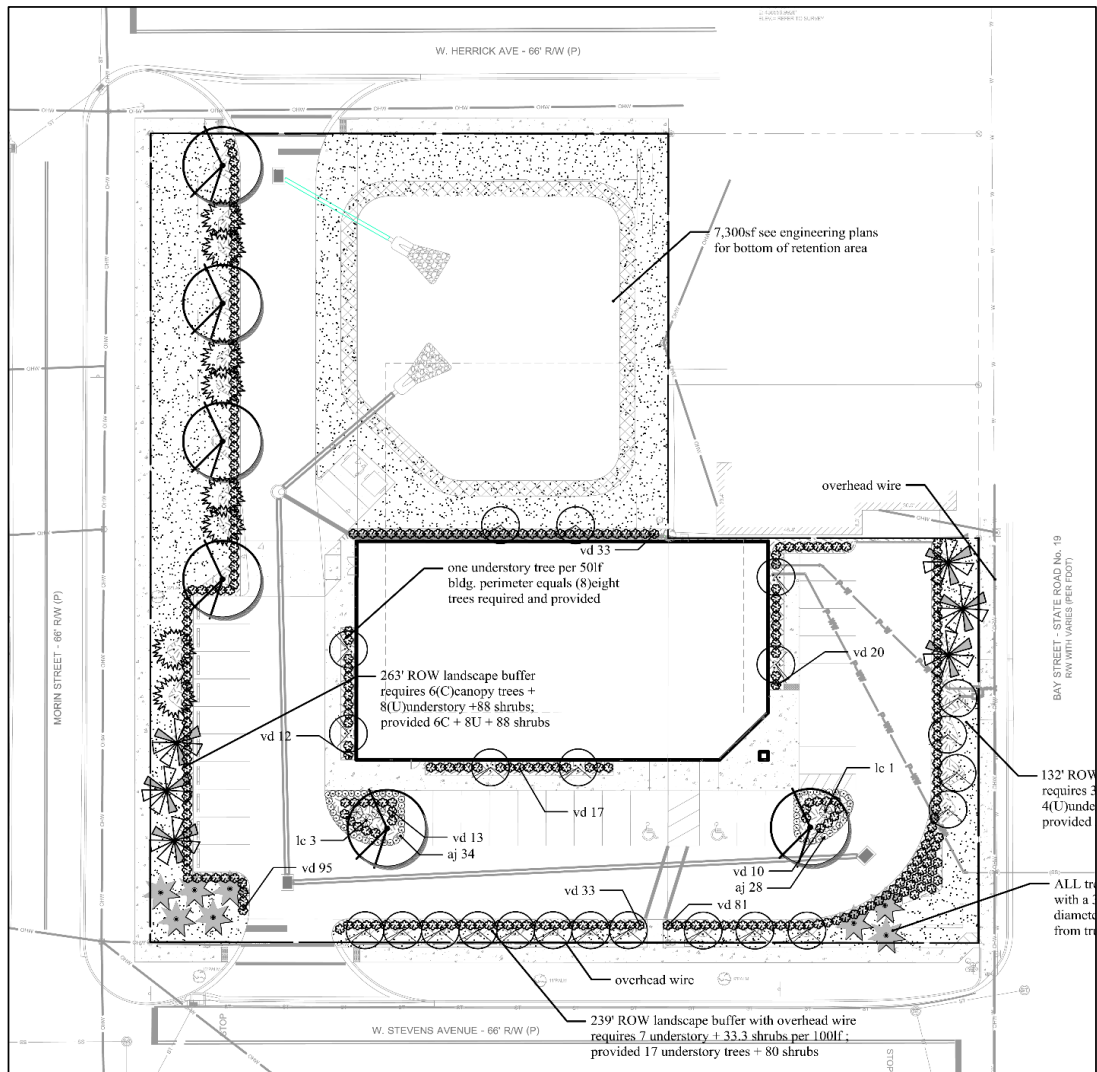
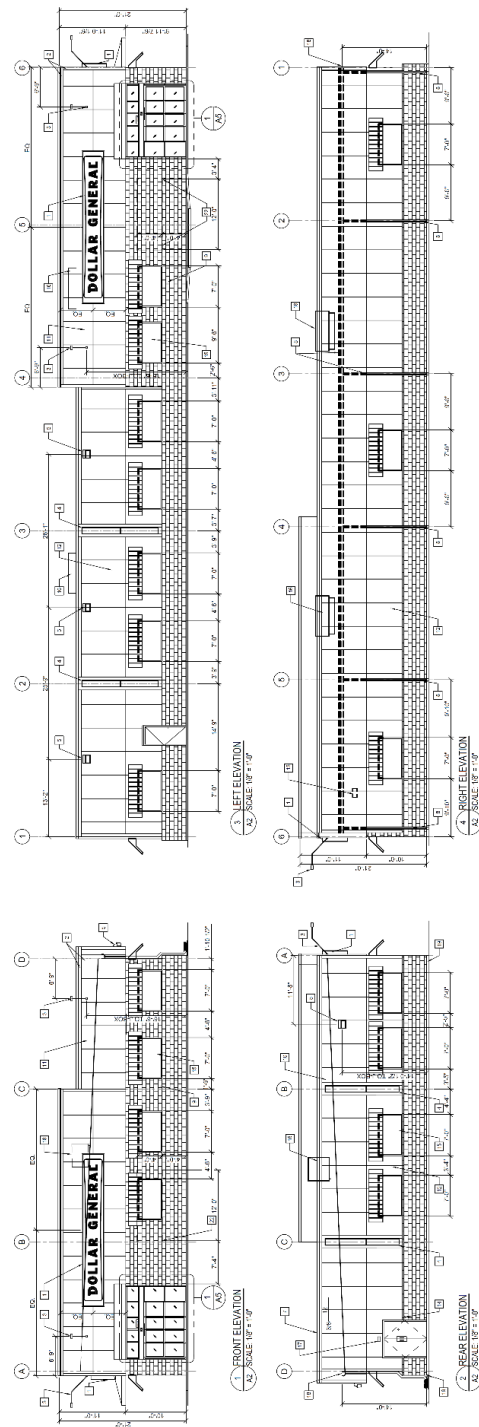


EXHIBIT B: ELEVATIONS



RESOLUTION NO. 19-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A SITE PLAN WITH WAIVERS FOR A 9,100 SQUARE FOOT, COMMERCIAL RETAIL BUILDING ON APPROXIMATELY +/- 1.3 ACRES LOCATED AT 930 S. BAY STREET.

WHEREAS, the Harmon Enterprises, Inc. has made an application for a Site Plan to permit a commercial retail building, on approximately 1.3 acres located at 930 S. Bay Street, more particularly described as:

Tax ID: 11-19-26-0100-128-00003

EUSTIS E 99 FT OF S 132 FT BLK 128 PB 1 PG 79 ORB 2985 PG 1992 and,

Tax ID: 11-19-26-0100-128-00005

EUSTIS W 165 FT OF S 264 FT BLK 128 PB 1 PG 79 ORB 2985 PG 1992

WHEREAS, the property described above has a Land Use Designation of General Commercial (GC) and a Design District Designation of Urban Corridor; and

WHEREAS, a retail store use is a permitted use in the General Commercial (GC) land use designation; and

WHEREAS, the proposed site plan as submitted is generally consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the proposed waivers to the Land Development Regulations meet the general intent of the regulations; do not jeopardize the health, safety, or welfare of the public; and include appropriate mitigation,

NOW, THEREFORE, BE IT RESOLVED BY THE EUSTIS CITY COMMISSION AS FOLLOWS:

SECTION 1. That the Site Plan for 930 S. Bay Street, and attached hereto as Exhibit A is hereby approved with the following waivers:

- Sec. 110-4.13: Allow a street yard setback of +/- 133 ft. instead of 75 ft. on Herrick Avenue.
- Sec. 110-4.13: Allow a frontage buildout % of 27% instead of 50% on Morin Street.
- Sec. 115-9.3.2.3.a: Allow a 1 ft. landscape buffer between parcels instead of 10 ft. at the front, northern boundary.
- Sec. 115-9.3.2.a.2: Allow a landscape buffer along Stevens Avenue of 7.5 ft. instead of 15 ft.
- Sec. 115-9.3.2.a.2: Allow a landscape buffer of +/- 13.68 ft. instead of 15 ft. for the parking spaces along Morin Street.

SECTION 2. That the Site Plan Approval shall be subject to the owner/developer complying with the following conditions:

- a. Obtaining Final Construction Plan approval within one year and developing the property in accordance with the approved Site Plan as referenced in Section 1 and attached hereto as Exhibit A.
- b. Obtaining and providing copies of all applicable permits from other jurisdictional agencies.
- c. Meeting applicable concurrency requirements prior to approval of a final development order.

DONE AND RESOLVED this ____ day of _____, 2019, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Michael L. Holland., Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

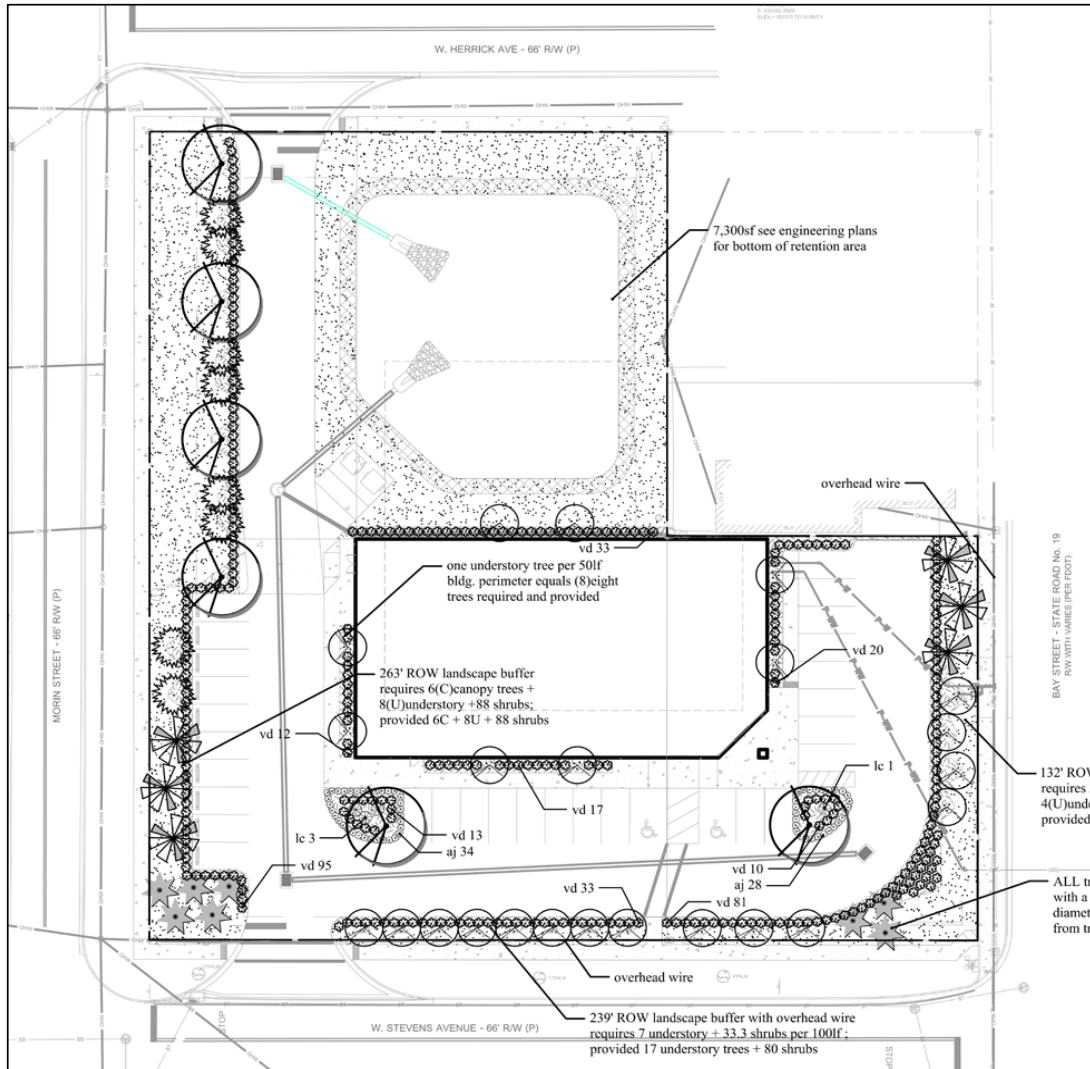
Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 19-28 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk

Exhibit A



Notice of Public Hearing

You are receiving this notice because you own property within 500 feet of a land development request (see below). This is part of the City's notification process to inform the public of this request. If you have questions regarding this request, please contact us at 352-483-5460. If you have no questions or do not wish to attend the meeting, you may disregard this notice. No action is required of you.

To: Surrounding Property Owners
From: Roland Magyar, AICP, Senior Planner
Date: March 7, 2019
Re: Notice of Quasi-Judicial Public Hearing
Resolution No. 19-28
930 S. Bay Street Site Plan with Waivers

Notice is hereby given that the Eustis City Commission will conduct a Quasi-Judicial Public Hearing on **March 21, 2019**, at **6:00 p.m.**, or as may be continued at their discretion, in the City Commission Room, City Hall, 10 North Grove Street, Eustis, Florida, regarding:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A SITE PLAN WITH WAIVERS FOR A 9,100 SQUARE FOOT RETAIL STORE ON APPROXIMATELY +/- 1.3 ACRES LOCATED AT 930 S. BAY STREET.

A Location Map is provided on the reverse side.

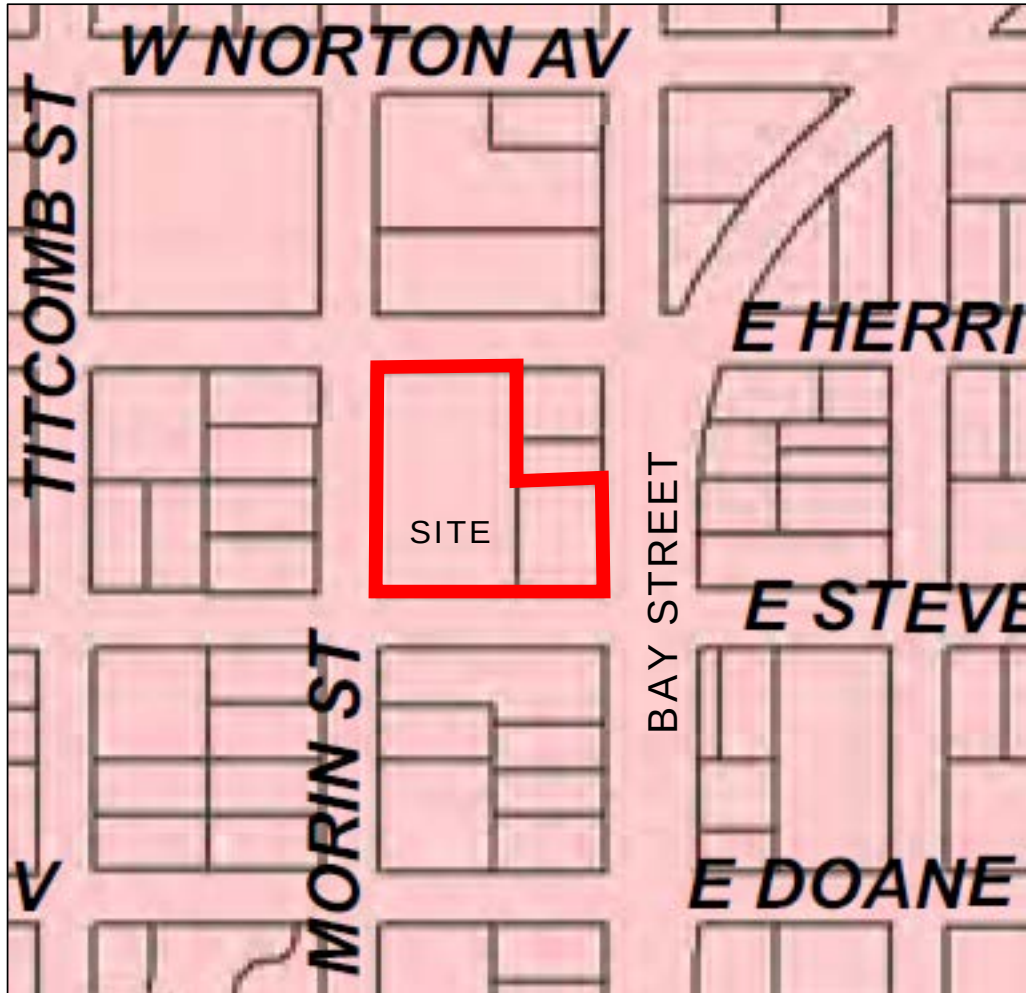
The case file, complete legal description of the property and proposed ordinance will be available for examination beginning approximately five working days before the hearing from 8:00 a.m. to 5:00 p.m. at Development Services, 4 N. Grove St., the Office of the City Clerk, 10 N. Grove St., or at www.eustis.org. Please contact our office at (352) 483-5460 or planner@eustis.org if you have any questions.

If a person decides to appeal any decision made by the commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and that, for such purposes, he/she may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT 352-483-5430 AT LEAST 48 HOURS BEFORE THE HEARING DATE.

Notice of Public Hearing

LOCATION MAP



Daily Commercial

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

City of Eustis (Legals)
P.O. DRAWER 68
EUSTIS, FL 32727-0068

RECEIVED
MAR 11 2019

Account Number: 4108071
Order Number: 10085556
Phone: (352) 483-5430
Date: 03/06/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
NOTICE OF QUASI-JUDICIAL PUBLIC HEARING RESOLUTION NO. 19-28 N	03/07/2019	03/07/2019	\$97.88

NOTICE OF QUASI-JUDICIAL PUBLIC HEARING

Ad No: 10085556
March 07, 2019

RESOLUTION NO. 19-28

Notice is hereby given that the Eustis City Commission will conduct a Quasi-Judicial Public Hearing on March 21, 2019, at 6:00 p.m. or as may be continued at their discretion, in the Commission Room, City Hall, 10 N. Grove St., Eustis, FL, to consider:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A SITE PLAN WITH WAIVERS FOR A 9,100 SQUARE FOOT RETAIL STORE ON APPROXIMATELY +/- 1.3 ACRES LOCATED AT 930 S. BAY STREET.

The case file, complete legal description of the property and proposed resolution will be available beginning approximately five working days before the hearing from 8:00 a.m. to 5:00 p.m. at Development Services, 4 N. Grove St., the Office of the City Clerk, 10 N. Grove St., or at www.eustis.org. Please contact our office at 352-483-5460 if you have any questions.

If a person decides to appeal any decision made by the commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and that, for such purposes, he/she may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in these proceedings should contact the City Clerk at 352-483-5430 at least 48 hours before the hearing date.

Roland Magyar, AICP, Senior Planner,
Eustis, FL

Payment Info	
Ad Price	\$97.88
Tax	\$0.00
Sub Total	\$97.88
Prepaid Amount	\$0.00
Balance Due	\$97.88

Affidavit of Publication

DAILY COMMERCIAL

Leesburg, Lake County Florida
STATE OF FLORIDA, COUNTY OF LAKE

Before the undersigned authority personally appeared

Lisa Clay

Lisa Clay

who on oath says that she is an authorized employee of the Daily Commercial, a daily newspaper published at Leesburg, in Lake County, Florida; that the attached copy of advertisement, being a notice in the matter of

Notice of Quasi-Judicial
Public Hearing

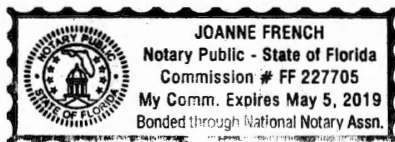
was published in said newspaper in the issues of:

March 7, 2019

Affiant further says that the said Daily Commercial is published at Leesburg, in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida, daily, and has been entered as second class mail matter at the post office in Leesburg, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 7 day of March
A.D., 2019.

Joanne French
Notary Public



Joanne French
(Print, Type or Stamp Name of Notary Public)

AD#

10085556

NOTICE OF QUASI-JUDICIAL PUBLIC HEARING

RESOLUTION NO. 19-28

Notice is hereby given that the Eustis City Commission will conduct a Quasi-Judicial Public Hearing on **March 21, 2019, at 6:00 p.m.** or as may be continued at their discretion, in the Commission Room, City Hall, 10 N. Grove St., Eustis, FL, to consider:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A SITE PLAN WITH WAIVERS FOR A 2,100 SQUARE FOOT RETAIL STORE ON APPROXIMATELY +/- 1.3 ACRES LOCATED AT 930 S. BAY STREET.

The case file, complete legal description of the property and proposed resolution will be available beginning approximately five working days before the hearing from 8:00 a.m. to 5:00 p.m. at Development Services, 4 N. Grove St., the Office of the City Clerk, 10 N. Grove St., or at www.eustis.org. Please contact our office at 352-483-5460 if you have any questions.

If a person decides to appeal any decision made by the commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and that, for such purposes, he/she may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in these proceedings should contact the City Clerk at 352-483-5430 at least 48 hours before the hearing date.

Roland Magyar, AICP, Senior Planner,
Eustis, FL

Ad No: 10085556
March 07, 2019

RECEIVED

MAR 11 2019



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: RESOLUTION NO. 19-31: APPROVAL OF MEMORANDUM OF UNDERSTANDING - ANNEXATION AGREEMENT FOR VOLUNTARY ANNEXATION OF EUSTIS MIDDLE SCHOOL PROPERTY

Introduction:

Resolution No. 19-31 approves a Memorandum of Understanding - Annexation Agreement for the voluntary annexation of Eustis Middle School property and authorizes the Mayor to execute the memorandum.

Background:

Pursuant to previous discussion with the City Commission, the City Manager and other staff have been meeting with representatives of the Lake County School Board regarding the possibility of the City annexing the Eustis Middle School property, located at 18725 East Bates Avenue, Eustis. The Lake County School Board (LCSB) subsequently approved the attached memorandum at its March 11, 2019, meeting.

The Memorandum of Agreement provides that Lake County School Board agrees to irrevocably apply for voluntary annexation of the property within 30 days after completion of the following:

- 1) City contracts with an environmental specialist to perform a Habitat Assessment to determine if certain vegetative species associated with the Wekiva Protection Overlay (longleaf pine, sand hill, sand pine, and xeric oak communities) exist on the property.
- 2) City provides a copy of the Habitat Assessment determination that no Wekiva Protection Overlay vegetative species exist on the property to the School Board.
- 3) City Commission and School Board approve an interlocal agreement to provide for the annual refund of Duke Energy franchise fees charged to the utility account associated with the property to the School Board.

4) City agrees to waive the voluntary annexation fees, Comprehensive Plan Amendment fees, Design District assignment fees, and any other related fees associated with the process to annex the property.

5) City agrees to waive the impact fees and utility connection fees associated with any new construction or building replacement on the subject property or any LCSB owned property located within the boundaries of the City of Eustis for a period of fifteen (15) years after adoption of the annexation ordinance.

6) City agrees that the property shall not be subject to any future franchise fees adopted by the City.

7) City will continue to coordinate with LCSB, the Lake County Board of Commissioners, and the Lake-Sumter Metropolitan Planning Organization to plan for, acquire funding for, and construct sidewalks to the property along Bates Avenue, Estes Road and E. CR 44 (44 bypass).

Recommended Action:

Staff recommends approval of Resolution No. 19-31 and the Memorandum of Understanding - Annexation Agreement.

Attachments:

[Resolution No. 19-31](#)

[Memorandum of Understanding - Annexation Agreement](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 15 Mar 2019
Approved - 15 Mar 2019

RESOLUTION NO. 19-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING REGARDING THE ANNEXATION OF THE EUSTIS MIDDLE SCHOOL PROPERTY PURSUANT TO CERTAIN CONDITIONS.

WHEREAS, the City of Eustis is desirous of annexing the Eustis Middle School property located at 18725 East Bates Avenue, Eustis, Florida; and

WHEREAS, the Lake County School Board is desirous of annexing the said property into the City of Eustis, providing that certain conditions are met; and

WHEREAS, the City of Eustis and the Lake County School Board are mutually agreed that the voluntary annexation of said property will be mutually beneficial to both parties;

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

- (1) That the attached Memorandum of Understanding – Annexation Agreement is hereby approved; and
- (2) That the City Commission hereby authorizes the Mayor to execute the Memorandum of Understanding – Annexation Agreement.

DONE AND RESOLVED this 21st day of March 2019, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Michael L. Holland, Mayor, and Mary C. Montez, 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 No. 19-31 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.

Mary C. Montez, City Clerk

Prepared by and return to:
City of Eustis Development Services Department
P.O. Drawer 68
Eustis, FL 32727

MEMORANDUM OF UNDERSTANDING - ANNEXATION AGREEMENT

THIS AGREEMENT is entered into by and between the SCHOOL BOARD OF LAKE COUNTY, hereinafter referred to as "Owner", and the CITY OF EUSTIS, a municipal corporation, hereinafter referred to as "City".

WHEREAS, the Owner covenants that he/she owns the following described property located and situated in Lake County, Florida, to-wit:

TREMAIN'S HOMESTEAD LOTS 7 & 8--LESS N 132.01 FT--LOT 14, BEG 1072.80 FT E OF SW COR OF SE 1/4 OF SEC 6-19-27, RUN N 960.20 FT, N 86-24-0 E 1409.40 FT TO E LINE OF SEC 6, S ALONG E LINE OF SEC TO SE COR OF SEC 6, W ALONG SAID S LINE TO POB--LEES S 33 FT E 1095.80 FT OF W 2168.60 FT OF SE 1/4 OF SEC 6 FOR RD R/W *UNRECORDED PLAT SEE DEED FOR FULL PROPERTY DESCRIPTION

ORB 1349 PG 1087 ORB 1779 PG 1942

Hereinafter referred to as the "Property"; and

WHEREAS, said Property is located within the Eustis Planning Area but not within the city limits of Eustis and not within the municipality of another city; and

WHEREAS, said Property is contiguous to the city limits of Eustis along a portion of the southern boundary; and

WHEREAS, the City desires the Owner to request a voluntary annexation of the property; and

WHEREAS, the Owner is in general agreement to annex but desires resolution of certain areas of concern prior to making application for voluntary annexation; and

WHEREAS, the Owner agrees to apply for voluntary annexation in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, which is incorporated herein and other good and valuable consideration, the receipt and mutual benefit of which is acknowledged by the parties, City and Owner agree as follows:

1. **MANDATORY ANNEXATION:**

The Owner hereby agrees to irrevocably apply for voluntary annexation of the Property within 30 days after completion of the following:

- a. City contracts environmental specialist to perform a Habitat Assessment to determine if certain vegetative species associated with the Wekiva Protection Overlay (longleaf pine, sand hill, sand pine, and xeric oak communities) exist on Property.
- b. City provides copy of Habitat Assessment determination that no Wekiva Protection Overlay vegetative species exist on the Property to the Owner.
- c. City Commission and School Board approve an interlocal agreement to provide for the annual refund of Duke Energy franchise fees charged to the utility account associated with the Property to the Owner.

2. WAIVER OF FEES:

- a. City agrees that voluntary annexation fees, Comprehensive Plan Amendment fees, Design District assignment fees, and any other related fees associated with the process to annex the Property shall be waived.
- b. City agrees to waive impact fees and utility connection fees associated with new construction or building replacement on the subject property or any LCSB owned property located within the boundaries of the City of Eustis for a period of fifteen (15) years after adoption of an annexation ordinance.
- c. City agrees that the Property shall not be subject to any future franchise fees adopted by the City.

3. PEDESTRIAN CONNECTIVITY:

- a. City will continue to coordinate with Owner, the Lake County Board of Commissioners, and the Lake-Sumter Metropolitan Planning Organization to plan for, acquire funding for, and construct sidewalks to the Property along Bates Avenue, Estes Road, and E. CR 44 (44-Bypass).

4. AGREEMENT BINDING ON SUCCESSORS IN TITLE:

Owner agrees that this Agreement shall be a covenant binding upon and running with title to the Property and any successor owner of the Property shall be obligated to adhere to the terms and conditions of this Agreement. The City agrees that any successor in title serving a public educational purpose shall enjoy all the rights, obligations and privileges provided in this Agreement.

5. OTHER ESSENTIAL TERMS:

- a. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida.
- b. This Agreement shall be effective upon proper execution by both parties hereto.
- c. In the event of a default of this agreement, the remedy of rescission is available to either party in addition to all other remedies provided by law. In the event of a default of this Agreement, the City may terminate water service to the Property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESS:

Natalie Challenger
Printed Name: Natalie Challenger

Owner:

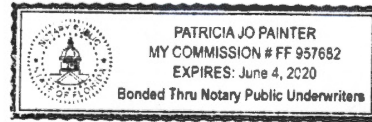
By: Sandy Gamble
Printed Name: Sandy Gamble
Date: 3-11-19

STATE OF FLORIDA
COUNTY OF Flounder-Lake

I HEREBY CERTIFY on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, that the foregoing instrument was acknowledged before me by Sandy Gamble, of the above mentioned property who is personally known to me or produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of March, 2019.

Patricia Jo Painter
Notary Signature
Patricia Jo Painter
Notary Printed Name



ATTEST:

CITY OF EUSTIS, FLORIDA

Mary Montez
City Clerk

By: _____
Michael L. Holland
Mayor-Commissioner

Date: _____



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: ORDINANCE NO. 19-12: AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, CHAPTER 109

Introduction:

Ordinance No. 19-12 amends Land Development Regulations, Chapter 109, Section 109-4: Use Regulations Table to allow mobile vendors in the Central Business District with a Conditional Use Permit subject to certain conditions, and eliminates single-family attached as a permitted use in the Mixed Commercial/Industrial district.

Background:

See attached staff report.

Recommended Action:

The administration recommends approval of Ordinance No. 19-12.

Policy Implications:

n/a

Alternatives:

1. Approve Ordinance No. 19-12.
2. Deny Ordinance No. 19-12.

Budget Impact:

n/a

Attachments:

[Staff Report Ord. No. 19-12](#)

[109-4 Use Regulation Table Redline](#)

[Ordinance No. 19-12](#)

[Ad Proof ORD 19-12](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 15 Mar 2019
Approved - 15 Mar 2019



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: MARCH 21, 2019

RE: ORDINANCE NO. 19-12:
AMENDMENTS TO THE LAND DEVELOPMENT REGULATIONS

Introduction:

Ordinance No. 19-12 amends Land Development Regulations, Chapter 109, Section 109-4: Use Regulations Table to allow mobile vendors in the Central Business District with a Conditional Use Permit subject to certain conditions, and eliminates single-family attached as a permitted use in the Mixed Commercial/Industrial district.

Recommended Action:

The administration recommends approval of Ordinance No. 19-12.

Background:

At the March 2, 2019, City Commission workshop, staff discussed possible revisions to the LDRs to permit mobile vendors in the Central Business District subject to certain conditions. The Commission directed staff to prepare a proposed ordinance for their consideration.

Proposed Amendments & Considerations:

1. Mobile Vendors in the Central Business District (CBD): The amended Use Regulations Table would include mobile vendors as "Limited" or Conditional Uses in the CBD. The Table footnotes (conditions) would include the following:

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.

Innovative food truck parks with community-centered outdoor venues are on the rise. The food truck industry is rapidly growing (7.9% vs, 2% restaurant growth) showing how they are a hit with people across the United States. Trucks offer all different cuisines ranging from tacos and burgers to kebabs and even lobster.

In central Florida and across the country, communities are embracing food trucks in various ways.

In Orlando:

À La Cart is a social dining experience featuring some of the best street food offerings in Central Florida. À La Cart features multiple mobile food vendors, giving everyone an opportunity to satisfy their cravings. An open-air pavilion provides guests with covered indoor seating and an outdoor courtyard allows you to challenge someone to a friendly lawn game while you dine among the carts. The bar inside has 15 taps featuring a rotating lineup of beers, ciders, wines, and cold-brew coffee. À La Cart is open seven days a week for lunch and dinner.

In St. Augustine:

What started off as a vision for Big Island Bowls food truck owners has become a reality with the opening of The Village Garden, the first venue of its kind in St. Augustine. The Village Garden is a community-centered outdoor venue with four permanent food trucks and two rotating guest food trucks every day. The four permanent food trucks include Big Island Bowls, The Loving Cup, New York Beach Bagels, and Pele's Wood Fire. Open seven days a week, The Village Garden has enough food options to satisfy every pallet in town.

Across the Country:

The Seventh Street Truckyard will open an indoor food-truck eatery in St. Paul, Minnesota, changing the idea of how trucks operate. Several trucks will be placed inside a former warehouse, along with bars, live music, and carnival games. This model where trucks are part of a bigger food experience is taking off around the country. In Dallas, the Texas Truck Yard features outdoor seating and a covered bar, with space for trucks to regularly park outside. And in Durham, North Carolina, local restaurateur Mattie Beason is opening County Fare, a venue with a bar and spots for a rotating series of food trucks.

Eustis' current regulations permit mobile vendors in the following land use districts: General Commercial, General Industrial, Mixed Commercial/Residential, and Mixed Commercial/Industrial. Vendors may set up on any site with an improved driveway connection and property owner permission.

The proposed amendment to the LDRs would permit mobile vendors of the food truck variety only within the Central Business District, providing the opportunity to create innovative food truck venues, while avoiding an environment where mobile vendors could set up on any property in the downtown.

2. An additional item is included in the proposed ordinance to correct an error in the Use Regulations Table that reflects single-family attached as a permitted use in the Mixed Commercial/Industrial MCI land use district. With approval of the ordinance, the Use Regulations Table will not list single-family use as a permitted use in MCI.

Applicable Policies & Codes:

Central Business District (CBD)

This land use designation is designed to support a mixed-use area encompassing downtown Eustis within which a combination of commercial, institutional, office, and residential uses may occur at comparatively high densities.

General Range of Uses: This category accommodates the mix of residential, commercial, light industrial/manufacturing, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted as well as residential uses found in or otherwise desirable in downtown areas.

GOAL FLU 1: DEVELOPMENT FRAMEWORK

Implement a land use and development framework that will:

- Promote diversified economic development;
- Protect and enhance residential neighborhoods;
- Ensure services and facilities for new and existing development;
- Discourage urban sprawl;
- Recognize the value of natural resources; and
- Respect private property rights.

OBJECTIVE FLU 1.1: DEVELOPMENT FRAMEWORK IMPLEMENTATION

To create a planning framework and implementation strategy that will enhance the livability of the City of Eustis; promote its natural, cultural, and physical resources; minimize any negative effects of urban development on the natural resources of the City; maintain overall air quality; and discourage urban sprawl.

Policy FLU 1.1.1: Planning Principles

The following principles shall guide the creation of land use policy and development regulations within the City of Eustis:

- ☐ Creating a range of housing opportunities and choices;
- ☐ Creating walkable neighborhoods;
- ☐ Encouraging community and stakeholder collaboration;
- ☐ Fostering distinctive, attractive communities with a strong sense of place;
- ☐ Making development decisions predictable, fair and cost effective;
- ☐ Allowing for a mix of land uses;
- ☐ Providing for open space, natural beauty and protection of critical environmental areas;
- ☐ Providing a variety of transportation choices;
- ☐ Encouraging compact building design.

GOAL ECD 1: ECONOMIC DEVELOPMENT

Promote a healthy and growing local employment and tax base in terms of new job opportunities provided, wages paid and revenues generated.

Policy ECD 1.2.1: Land Development Regulations Standards

The City shall ensure that the Land Development Regulations promote investments in the Downtown and do not create significant regulatory impediments to redevelopment and infill projects.

Mixed Commercial / Industrial (MCI)

This land use designation is intended to provide for development of light manufacturing, distribution, corporate office and related commercial and industrial facilities in select high profile locations and in well planned environments.

General Range of Uses: Uses include light industry and manufacturing, distribution, corporate office, and related commercial and industrial facilities in select high profile locations and in well planned environments. Outdoor recreation and schools are permitted as well as public and utility services and facilities that are 5 acres or less in size. Light industry includes warehousing and wholesale distribution, provided that truck access bays and loading operations are effectively screened from view where necessary, truck traffic does not impact local streets, and hours of operation are compatible with adjacent land uses. Light industry also includes those manufacturing, distribution, and associated activities which do not create any noise, glare, vibration, odor, or waste products which would adversely impact adjacent properties or municipal utility systems, based on performance standards established in the Land Development Regulations.

Alternatives:

1. Approve Ordinance No. 19-12.
2. Deny Ordinance No. 19-12.

Discussion of Alternatives:

1. Alternative 1 approves Ordinance No. 19-12.

Advantages:

- The action is consistent with the goals, objectives, and policies of the Comprehensive Plan including the Economic Development Element, the Future Land Use Element, and the FLUE Appendix.

Disadvantages:

- There are no disadvantages to approving the ordinance.

2. Alternative 2 denies Ordinance No. 19-12.

Advantages:

- The City Commission could consider other revisions to the Land Development Regulations.

Disadvantages:

- Unique, innovative food truck businesses could not locate in downtown Eustis, the disallowance of which could be inconsistent with Comprehensive Plan

provisions to provide diversified economic development and avoid significant regulatory impediments to redevelopment and infill projects in the downtown.

- Single-family attached would remain as a permitted use in MCI, which is inconsistent with other Comprehensive Plan provisions.

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:

Lori Barnes, AICP, CPM, Development Services Director

Attachments:

Ordinance No. 19-12 & Exhibit A (Redline/Strike-Thru of Use Regulations Table)

	Residential				Commercial and Industrial		Mixed Use				Other			Standards
SPECIFIC USE	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														
Agricultural														
Agricultural, general	C	C	C	C	C	C	C	C	C	C		P	L,C	4
Commercial poultry farm												C		
Commercial swine farm												C		
Residential														
Accessory Apt.	C	C	P				P	P	P			C		
Bed & Breakfast	C	C	C	C	P		P	P	P			C		
Boarding and Rooming House			C		P		C	C	P					
Group Home; 6 or fewer residents	P	P	P		C		P	P	P		P	P		
Group Home; 7 or more residents	C	C	C		C		C	P	P		P	C		
Home occupation	L	L	L	L	P		P	P	P			L		6; additional standards in Sec. 100-4.2(g) 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 attached (duplex, row house, townhouse)		P	P					P	P	P				
Recreation Facilities														
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

	Residential				Commercial and Industrial		Mixed Use				Other			Standards
SPECIFIC USE	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														
Regional park; amphitheater		C	C		P		C	P	P		P	C		
Nature, ecology facilities	C	P	P	P	P						P	L	L	3
Sports Complex		C			P	P			P	P	P	C		
Shooting Range (indoor)					P	P				P	P			
Shooting 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 station				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
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
Hotel					P		P	C	P	P				
Mobile Vendor					P	P	L, C		P	P				14

	Residential				Commercial and Industrial		Mixed Use				Other			Standards
SPECIFIC USE	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														
Outdoor Kennel					C	P			C	C		P		
Package store					P		P	C	P	P				
Parking, commercial					P		P	C	P	P	L			9
Pharmacy					P	C	P	C	P	P				
Restaurant, no drive-thru				L	P		P	C	P	P	L			1,9
Restaurant with drive-thru					P		C	C	P	P				
Retail sales and service				L	P	C	P	C	P	P	L			1,9
Self service storage					P	P			P	P				
Vehicle parts and accessories (sales)					P	P	P	C	C	P				
Vehicle service, general					P	P	P	C	C	P				
Vehicle service, major						P				P				
Office														
Professional services and general office			L		P		P	P	P	P				5,7
Industrial														
All light industrial/research except as listed below						P	P			P	C			
Crematorium						C								
Heavy industrial						P								
Research lab w/o manufacturing					P	P	P	C	C	P				
Warehouse and freight movement						P				L				10
Wholesale trade						P				L				10
Community/Service Uses														

	Residential				Commercial and Industrial		Mixed Use				Other			Standards
SPECIFIC USE	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														
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			
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 and when they are integrated into the rental park specifically for the purpose of serving the residents of the park; and where the total site area for the facilities does not exceed two percent 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/riding trails; environmental/geological education centers; and shelters/feature areas and other similar uses.

	Residential				Commercial and Industrial		Mixed Use				Other			Standards
SPECIFIC USE	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														

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 fifty 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 and 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, Sec. 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 Section 10 of the Code of Ordinances

(13) In SR, UR, MH: Public and utility services and facilities that are 2 acres or less in size are also permitted. In GC, CBD, RT, MCR, GI: Public and utility services and facilities that are 5 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 associated 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.

Permitted Accessory Uses/Structures. Uses and/or structures that are customary and secondary to the primary use or structure permitted by the Land Use District and meet any additional requirements listed in Sec. 110-5Section 109-4.2. for Special Accessory Uses where applicable.

ORDINANCE NO. 19-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, CHAPTER 109, SECTION 109-4: USE REGULATIONS TABLE TO ALLOW MOBILE VENDORS IN THE CENTRAL BUSINESS DISTRICT (CBD) WITH A CONDITIONAL USE PERMIT APPROVAL SUBJECT TO CERTAIN CONDITIONS, AND TO ELIMINATE SINGLE FAMILY ATTACHED AS A PERMITTED USE IN THE MIXED COMMERCIAL/INDUSTRIAL DISTRICT; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Eustis City Commission adopted revised Land Development Regulations under Ordinance No. 09-33 on July 16, 2009, amended by Ordinance No. 15-13 on October 1, 2015, Ordinance No. 16-18 on April 7, 2016, Ordinance No. 16-13 on May 19, 2016, Ordinance No. 16-31 on December 15, 2016, and Ordinance No. 17-17 on November 2, 2017; 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 for clarification and property owner flexibility; 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.

WHEREAS, the proposed revisions could help promote economic development in the City; and

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

Section 1. That the City of Eustis Land Development Regulations are hereby amended as shown in the attached red-line/strike Exhibit A.

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 re-numbered or re-lettered and the word "Ordinance" may be changed to "Section", "Article", or such other appropriate word or phrase to accomplish such intentions.

Section 5. 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 6. That this Ordinance shall become effective immediately on passing.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 4th day of April, 2019.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____ 2019 by Michael L. Holland, Mayor and Mary C. Montez, 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 Ordinance No. 19-12 is hereby approved, and I hereby 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 and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk

CITY OF EUSTIS NOTICE OF
PROPOSED AMENDMENT
TO THE CITY OF EUSTIS LAND
DEVELOPMENT REGULATIONS

Notice is hereby given that the Eustis Local Planning Agency (LPA) will hold a public hearing for consideration of amendments to the Land Development Regulations via **Ordinance No. 19-12 on Thursday, March 21, 2019 at 5:50 p.m.** Provided the LPA transmits the proposed amendment to the Land Development Regulations to the Eustis City Commission, the first reading of Ordinance No. 19-12 before the City Commission will be on **Thursday, March 21, 2019 at 6:00 p.m.** The second and final reading by the City Commission will be on **Thursday, April 4, 2019 at 6:00 p.m.** or as may be continued at the discretion of the Commission. The proposed amendment to the Land Development Regulations is described as follows:

Ordinance No. 19-12: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the Land Development Regulations, Chapter 109, Section 109-4: Use Regulations Table to allow mobile vendors in the Central Business District (CBD) with a Conditional Use Permit subject to certain conditions, and to eliminate single-family attached as a permitted use in the Mixed Commercial/Industrial District; providing for codification, severability and an effective date.

All meetings will be held in the City Commission Room at the Eustis City Hall, 10 N. Grove St. Eustis, FL. Interested parties may appear at the meetings to be heard regarding the consideration of the amendment to the Land Development Regulations. If a person decides to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings and that, for such purposes, he/she may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

Ordinance No. 19-12 will be available to the general public five (5) working days prior to the hearing between the hours of 8:00 a.m. and 5:00 p.m., at Development Services, 4 N. Grove St, or the City Clerk, City Hall, 10 N. Grove St. For further information, call (352) 483-5460. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at (352) 483-5430, at least 48 hours before the date of the scheduled hearing.

Lori Barnes, AICP, Development Services Director, Eustis, FL

D048545 - March 10, 2019

☐ **PROOF O.K. BY:** _____ ☐ **O.K. WITH CORRECTIONS BY:** _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D048545 (100%)

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SALES PERSON: LFD001
SIZE: 2X10
PUBLICATION: LF-DAILY COMMERCIAL

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NEXT RUN DATE: 03/10/19
PROOF DUE: 03/08/19 12:59:55



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: DISCUSSION OF EXTENSION OF ANNEXATION INCENTIVE PROGRAM

Introduction:

Resolution No. 18-27 established an annexation incentive program, through which the City will waive application fees associated with voluntary annexation through April 30, 2019. The resolution provides the City Commission opportunity to extend the resolution for one-year periods if the Commission approves prior to expiration.

Recommended Action:

No action is required. Staff seeks City Commission direction regarding continuation of the program for one-year.

Attachments:

[Staff Report-Extend Annexation Incentive](#)
[No Fee Annexation Apps May 2018-Feb 2019](#)
[Resolution No. 18-27 SIGNED](#)
[CC Minutes 4-5-18](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 15 Mar 2019
Approved - 15 Mar 2019



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: MARCH 21, 2019

RE: EXTENSION OF ANNEXATION INCENTIVE PROGRAM

Introduction:

Resolution No. 18-27 established an annexation incentive program, through which the City will waive application fees associated with voluntary annexation through April 30, 2019. The resolution provides the City Commission opportunity to extend the resolution for one-year periods if the Commission approves prior to expiration.

Recommended Action:

No action is required. Staff seeks City Commission direction regarding continuation of the program for one-year.

Background:

1. On April 5, 2018, the City Commission approved Resolution No. 18-27, establishing an annexation incentive program to waive application fees associated with voluntary annexation during the period between May 2, 2018 and April 30, 2019.
2. The expiration of this program may be extended for periods not to exceed (1) year by the City Commission, provided the City Commission approves the extension prior to its expiration.

Considerations:

1. Thirteen properties submitted for voluntary annexation between May 1, 2018 and February 28, 2019; three annexations are complete and ten are pending.
2. Hard costs associated with processing these annexation requests, absorbed by the City, were approximately \$10,000.
3. Estimated annual ad valorem revenue to the City on completion of the thirteen annexations is approximately \$13,000. (Note some properties proposed for annexation are currently vacant and will yield higher revenue upon development).

Prepared By:

Lori Barnes, AICP, CPM, Development Services Director

2018 & 2019 Annexation File Alt Key #s

<u>Alt Key #</u>	<u>Location</u>	<u>Property Owner</u>	<u>Project #</u>	<u>Ordinance #</u>	<u>Estimated Ad Valorem</u>
1115311	2307 Coolidge St.	Racquel De Los Angeles Martinez	2018-A-03	18-19	\$282.32
3268369	2250 Dixie Ave.	Sylvia Thomas	"	"	\$338.95
1492467	2201 Dixie Ave.	Daniel & Stacie Kimble	2018-A-04	18-25	\$604.29
1408237	Interlaken Lane	Crooked Lake Groves	2018-A-05	18-22	\$1,146.25
2787163					\$4,614.82
1114624	Bates Ave.	Daniel & Alexis Frost	2019-A-01	19-03	\$561.45
3891535	Bates Ave.	Daniel & Alexis Frost	"	"	\$576.31
2508311	1706 Virginia Ave.	Gordon Telesford	"	"	\$48.77
1192510	443 Ohio Blvd.	Dura-Stress Acquisitions, LLC	2019-A-02	19-06	\$652.95
1760887	2400 S. Bay St.	North River Ltd. Partnership	2019-A-03	19-09	\$1,657.13
1216231	200 W. Seminole Rd.	Carol English & Dea Smith	"	"	\$895.47
1197210	143 W. Dicie Ave.	Pablo & Miriam Rodriguez	"	"	\$569.33
2538741	2500 S. Bay St.	W. Glenn Tyre, Trustee	"	"	\$1,174.24
Total					\$13,122.26

RESOLUTION NO. 18-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, ESTABLISHING AN ANNEXATION INCENTIVE PROGRAM TO WAIVE, TEMPORARILY, ALL APPLICATION FEES ASSOCIATED WITH VOLUNTARY ANNEXATION OF PROPERTY; PROVIDING FOR AN EFFECTIVE DATE AND EXPIRATION DATE.

WHEREAS, per Chapter 163 of the Florida Statutes, the City of Eustis and Lake County have a Joint Planning Area (JPA) establishing areas appropriate for annexation into the City of Eustis; and

WHEREAS, there are multiple enclave parcels and parcels contiguous to the City limits within the Joint Planning Area, that qualify for annexation; and

WHEREAS, the Florida Statutes, Section 171.046, recognize that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the State to eliminate enclaves; and

WHEREAS, without enclaves of property governed by unincorporated Lake County, the City can provide more efficient and cost effective services to those residing in the Eustis geographic area; and

WHEREAS, the City Commission desires to reduce duplication of services, confusion regarding service providers, and inconsistency of regulation; and

WHEREAS, the potential resulting increase in the City's land valuation would help improve the overall public health, safety, and welfare of its citizens; and

WHEREAS, processing multiple annexation requests in a consolidated manner will reduce the direct costs to the City.

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

- (1) That the City Commission hereby authorizes the Development Services Department to waive all application fees associated with annexation, including the required change in land use designation, for all annexation applications received between the effective date and expiration date of this resolution.
- (2) This Annexation Incentive Program shall become effective on May 1, 2018 at 8:00 a.m. and shall expire on April 30, 2019 at 5:00 p.m.

- (3) That the expiration of this Resolution may be extended for periods not to exceed (1) year by the City Commission, provided the City Commission approves the extension prior to its expiration.
- (4) That the Development Services Department shall notify the property owners of all enclave parcels and encourage them to apply for voluntary annexation.
- (5) That the Development Services Department shall prepare and present annexation ordinances and land use changes for all applications received during the aforementioned period provided the properties meet all statutory requirements for voluntary annexation.

DONE AND RESOLVED, this 5th day of April, 2018, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

ATTEST:

Mary C. Montez
Mary C. Montez
City Clerk

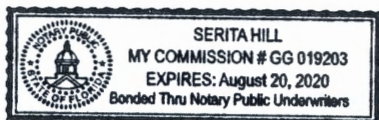
Robert R. Morin, Jr.
Robert R. Morin, Jr.
Mayor/Commissioner



CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 5th day of APRIL, 2018, by Robert R. Morin, Jr., Mayor, and Mary C. Montez, City Clerk, who are personally known to me.



Serita Hill
Notary Public- State of Florida

CITY ATTORNEY'S OFFICE

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

4/5/18
Date

Derek A. Schroth
Derek A. Schroth
City Attorney

CERTIFICATE OF POSTING

The foregoing Resolution 18-27 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

4/5/2018
Date

Mary C. Montez
Mary C. Montez
City Clerk



City of Eustis, Florida

Meeting Minutes - Final City Commission

City Hall
10 North Grove Street
Post Office Drawer 68
Eustis, FL 32727-0068

Thursday, April 5, 2018

6:00 PM

City Hall

INVOCATION: Rev. Tracie Barrett-Welser, Unitarian Universalist Cong. of Lake County

PLEDGE OF ALLEGIANCE: Mayor Morin

CALL TO ORDER: Mayor Morin - 6:17 p.m.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

Present: 4 - Commissioner Linda Bob; Commissioner Carla Gnann-Thompson; Vice-Mayor Marie Aliberti; and Mayor Robert Morin

Absent: 1 - Commissioner Anthony Sabatini

I. AGENDA UPDATE - None

II. APPROVAL OF MINUTES

[18-0090](#)

March 15, 2018 - Regular City Commission Meeting

A motion was made by Commissioner Gnann-Thompson, seconded by Vice-Mayor Aliberti, that the Minutes be Approved. On a voice vote, the motion passed unanimously.

III. PRESENTATIONS

[18-0085](#)

Eustis Police Department Promotion Ceremony: Cpl. Jonathan Fahning and Ofc. Brian Jenkins

Police Chief Gary Calhoun presided over the promotion ceremony for Corporal Jonathan Fahning, who was promoted to Sergeant, and Officer Brian Jenkins, who was promoted to Corporal.

IV. AUDIENCE TO BE HEARD

Gertrude Cobbs addressed the Commission regarding Resolution No. 18-23 and representing her aunt Jessie Darville who was in a nursing home. She explained that when her aunt went into the nursing home she was told they couldn't pull the meter because she was on Medicaid. She was told to bring them her death certificate when she passed and they would pull the meter then. She did so and thought the matter was closed until she learned about the proposed lien.

Ron Neibert, City Manager, offered to meet with Ms. Cobbs and the Finance Director to discuss the account.

Tom Carrino announced the upcoming events including the April First Friday, Amazing Race for Charity, Eustis Music Fest, and May First Friday.

V. CONSENT AGENDA

[18-0047](#) Resolution No. 18-18: Approval of Purchase in Excess of \$25,000 for VT-SCADA and Server Upgrades

[18-0082](#) Resolution No. 18-25: Purchase in Excess of \$25,000 for City Hall Re-roofing Project

A motion was made by Commissioner Gnann-Thompson, seconded by Vice-Mayor Aliberti, to Approve the Consent Agenda. The motion carried by the following vote:

Aye: 4 - Commissioner Bob; Commissioner Gnann-Thompson; Vice-Mayor Aliberti; and Mayor Morin

VI. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

[18-0083](#) Resolution No. 18-23: Recording Water, Wastewater and Irrigation Liens

Derek Schroth, City Attorney, announced Resolution No. 18-23: A Resolution of the City Commission of the City of Eustis, Lake County, Florida; approving the recording of water, wastewater and irrigation liens.

Colleen Scott, Finance Director, cited the previously approved ordinance and reviewed the utility collection process. She stated that, based on the past due amount, an account would be first sent to collections. She explained they are now requesting to place liens for accounts with a threshold of over \$2,500. She reported that, since the resolution was posted, three accounts have been paid off and one is making arrangements. She stated that, if the resolution passes, then the remaining customers will be sent a letter giving them ten days to pay the amounts or a lien will be placed on the property. She explained that, whenever the properties are sold, the City would be reimbursed for the utility services. She also noted that the accounts are all property owners, not tenants.

The Commission noted that for a number of the accounts the owners are deceased and asked what happens if the family provides a death certificate.

Ms. Scott explained the services due occurred before they passed and are still due. She stated that the meter may be pulled when they provide a death certificate. With the lien placed, then the amount will be paid whenever the property is sold.

Ron Neibert, City Manager, further explained the amounts are for services provided before the property owner died. He noted that there are monthly availability charges whether or not water is used. He indicated he would be meeting with Ms. Cobb to discuss her situation.

The Commission commented on the economic level of the individuals in question, previous situations where the City has waived a lien due to financial difficulty and whether or not individuals were living in the homes.

Mr. Neibert explained the lien would not force someone to sell the property but would allow the City to collect for the services whenever the property does get sold. He also explained that the lien waivers typically were code enforcement liens

Ms. Scott explained there was only one home with tenants; however, the amount to be liened is only for those times when the account was in the owner's name.

The Commission discussed deferring consideration to the next Commission meeting.

A motion was made by Commissioner Bob, seconded by Commissioner Gnann-Thompson, to Defer Resolution No. 18-23 to April 19, 2018. The motion carried by the following vote:

Aye: 4 - Commissioner Bob; Commissioner Gnann-Thompson; Vice-Mayor Aliberti; and Mayor Morin

18-0080

Resolution No. 18-24: Tax-exempt Loan Financing with United Southern Bank

Mr. Schroth announced Resolution No. 18-24: A Resolution of the City of Eustis, Lake County, Florida; accepting the proposal of United Southern Bank to purchase the City's not to exceed \$800,000 capital improvement revenue note, series 2018, to finance the City's cost of acquiring certain capital improvements including, but not limited to a fire truck and related equipment; amending the fiscal year 2017-2018 sales tax fund budget in support of the approved loan financing in the amount of \$800,000; authorizing the execution and delivery of a loan agreement with said bank to secure the repayment of the 2018 note; providing for the payment of the 2018 note from the City's covenant to budget and appropriate non ad valorem revenues, all as provided in the loan agreement; authorizing the proper officials of the City to do any other additional things deemed necessary or advisable in connection with the execution of the loan agreement, the 2018 note, and the security therefore; authorizing the execution and delivery of other documents in connection with the 2018 note; designating the 2018 note as "bank qualified"; providing for severability; and providing an effective date.

Ms. Scott explained staff is seeking approval to fund the purchase of the fire ladder truck through the proposed United Southern Bank note. She explained the truck has to be ordered this year in order to receive it by next year. She reviewed the proposed financing and cost for the truck and equipment of \$800,000. She stated the City put out a bid for the financing and the lowest proposal was from United Southern Bank.

Mr. Schroth opened the public hearing at 6:38 p.m. There being no public comment, the hearing was closed at 6:38 p.m.

A motion was made by Commissioner Bob, seconded by Commissioner Gnann-Thompson, to Approve Resolution No. 18-24. The motion carried by the following vote:

Aye: 4 - Commissioner Bob; Commissioner Gnann-Thompson; Vice-Mayor Aliberti; and Mayor Morin

18-0089**Resolution No. 18-28: Approval of Purchase of Fire Department Ladder Truck and Equipment**

Mr. Schroth announced Resolution No. 18-28: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, authorizing a purchase in excess of \$25,000 for the Fire Department to purchase a ladder truck and equipment utilizing funds allocated in the Fire Department's approved fiscal year 2018-2019 budget.

Fire Chief Mike Swanson explained the City is purchasing in one amount so they are receiving a \$30,000 reduction. He further explained they will be going directly to the equipment manufacturers to purchase the equipment which will result in a significant savings. He stated that, if the truck is ordered this month, it will be finished next year.

Mr. Neibert noted there is a web site where people can watch the truck being built.

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

A motion was made by Commissioner Bob, seconded by Vice-Mayor Aliberti, to Approve Resolution No. 18-28. The motion carried by the following vote:

Aye: 4 - Commissioner Bob; Commissioner Gnann-Thompson; Vice-Mayor Aliberti; and Mayor Morin

18-0084**Resolution No. 18-26: Addendum to Commercial Lease with The Ella Marie Pizzeria & Sub Shop LLC for 200 N. Bay Street**

Mr. Schroth announced Resolution No. 18-26: A Resolution of the City Commission of the City of Eustis, Florida, authorizing the City Manager to execute an addendum to a commercial lease agreement with the Ella Marie Pizzeria & Sub Shop LLC, a Florida limited liability corporation, for City-owned property at 200 North Bay Street.

Tom Carrino, Economic Development Director, reviewed the history of the lease agreement and explained the proposed addendum to the commercial lease with the Ella Marie Pizzeria & Sub Shop LLC which would extend the time period that the company would have use of the building rent free to allow more time for renovations. He stated staff's recommendation for approval noting that during the renovation period Mr. Tilquist was not generating any revenue. He added that Mr. Tilquist has been paying the required rent.

The Commission questioned the cost of the improvements and why the City was renting the property rather than selling it with Mr. Carrino estimating the amount of renovations at \$70,000 and explaining that staff was unsure about the future of the lakefront and determined there might be a future benefit to owning the property.

Mr. Neibert further explained that Mr. Tilquist requested a longer term lease to allow him more time to recoup his investment.

The Commission discussed businesses paying for improvements to rental property versus purchasing the property.

Mr. Schroth opened the public hearing at 6:50 p.m. There being no public comment, the hearing was closed at 6:50 p.m.

A motion was made by Vice-Mayor Aliberti, seconded by Commissioner

Gnann-Thompson, to Approve Resolution No. 18-26. The motion carried by the following vote:

Aye: 4 - Commissioner Bob; Commissioner Gnann-Thompson; Vice-Mayor Aliberti; and Mayor Morin

18-0086

Resolution No. 18-27: Annexation Incentive Program

Mr. Schroth announced Resolution No. 18-27: A Resolution of the City Commission of the City of Eustis, Florida, establishing an annexation incentive program to waive, temporarily, all application fees associated with voluntary annexation of property; providing for an effective date and expiration date.

Lori Barnes, Development Services Director, reviewed the proposed annexation incentive program and the history of a similar program offered in 2013 which resulted in 23 properties being annexed. She noted that there are only 1491 vacant parcels within the City with not all of them buildable. She stated the program would waive the fees associated with annexation of both enclave parcels as well as contiguous parcels within the Joint Planning Area (JPA). She further stated the program would allow a one year application period with an option to extend; provide notification on the City's website with press releases and direct letters to enclave parcels; and consolidate advertising to minimize the cost to the City. She stated the benefits of the program as follows: 1) Encourages voluntary annexation; 2) Potential reduction/elimination of duplicate services and confusion regarding jurisdiction within enclaves; 3) Move toward realizing the vision of the JPA by bringing properties into the City; and 4) Potential increased ad valorem revenue to the City. She stated the program is consistent with state statute and expressed staff's recommendation for approval.

The Commission questioned whether or not the enclaves utilize City utilities with Ms. Barnes responding that the majority are probably connected. She noted those probably connected prior to 2008 when the City adopted a policy requiring an agreement to annex in order to receive utilities. She stated the appeal to them will be the reduction in the utility costs, potential reduction in taxes and access to other City services.

The Commission questioned whether or not the enclaves are on septic or sewer with Ms. Barnes responding that some have sewer and some have septic. She explained that under state statute the City cannot require annexation for connection to sewer. If it is available, the City has to provide it.

The Commission questioned what fees would be waived under the program with Ms. Barnes explaining those fees would be the annexation fee and the comprehensive plan amendment fee. She further explained that if a property is already connected to City water and sewer they won't pay connection fees or annexation fees. However, if it is a new or existing home that does not currently have water and sewer, they would normally have to pay the annexation fee of \$1250, once annexed and hooked to City utilities, they would pay approximately \$3,000 in water and sewer impact fees and approximately \$175 in connection fees.

Mr. Neibert summarized that if they take advantage of the annexation program and the other City proposed program they will save approximately \$4,200.

The Commission questioned the application deadline with Ms. Barnes explaining applications will be accepted beginning May 1, 2018. Staff will review and package them monthly and then bring them to the Commission with the deadline for applying

being April 30, 2019, unless the Commission extends the deadline for another year before the deadline expires.

Mr. Schroth opened the public hearing at 7:00 p.m. There being no public comment, the hearing was closed at 7:00 p.m.

A motion was made by Commissioner Gnann-Thompson, seconded by Commissioner Bob, to Approve Resolution No. 18-27. The motion carried by the following vote:

Aye: 4 - Commissioner Bob; Commissioner Gnann-Thompson; Vice-Mayor Aliberti; and Mayor Morin

18-0088

Resolution No. 18-29: Development Incentive Program

Mr. Schroth announced Resolution No. 18-29: A Resolution of the City Commission of the City of Eustis, Florida; establishing an economic development incentive program to encourage development by waiving contractor/developer/property owner responsibility to pay water and sewer impact fees for new construction within the City limits, and authorizing the Finance Director to utilize water and sewer fund revenues to fund water and sewer impact fee payments for new construction within the City limits.

Ms. Barnes reviewed the proposed economic development incentive program which would waive water and sewer impact fees for new construction within the City limits with the fees to be paid utilizing water/sewer impact fees. She explained staff's feeling that properties already in the City should also be eligible for the incentive program to encourage development within the City. She stated the application period would be from May 1, 2018, through April 30, 2020. She cited the benefits of the program as follows: 1) Assistance with upfront costs of construction could generate development interest within the City; and 2) Cost of the incentives would be recovered by increased ad valorem tax revenue.

The Commission questioned why Habitat for Humanity has not been building in Lake County with Mr. Neibert indicating it was primarily due to the school impact fee. Ms. Barnes added that they are currently considering a 30 unit development in Tavares and possibly an additional development in Eustis.

Mr. Neibert reported that Habitat deeded most of their Eustis property over to the Eustis Housing Authority.

The Commission recommended that a meeting be scheduled with the Housing Authority and discussed the need to have more low cost activities for the youth and to determine what can be done with unused City property.

Ms. Barnes stated staff's recommendation for approval adding that the program is consistent with the Comprehensive Plan.

The Commission confirmed that, if approved, the program would not affect the existing corridor improvement program, and questioned whether there was interest in the program.

Mr. Neibert and Ms. Barnes indicated a number of developers have expressed interest in participating.

Mr. Schroth opened the public hearing at 7:14 p.m. There being no public comment, the hearing was closed at 7:14 p.m.

A motion was made by Vice-Mayor Aliberti, seconded by Commissioner Gnann-Thompson, to Approve Resolution No. 18-29. The motion carried by the following vote:

Aye: 4 - Commissioner Bob; Commissioner Gnann-Thompson; Vice-Mayor Aliberti; and Mayor Morin

SECOND READING

18-0075

Ordinance No. 18-10: Conditional Use Permit for Accessory Apartment - 801 W. Woodward Avenue

Mr. Schroth read Ordinance No. 18-10 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, approving a Conditional Use Permit for an accessory apartment in the Suburban Residential (SR) Land Use District on approximately 0.172 acres located at 801 W. Woodward Avenue.

Mr. Schroth opened the public hearing at 7:14 p.m. There being no public comment, the hearing was closed at 7:15 p.m.

A motion was made by Vice-Mayor Aliberti, seconded by Commissioner Gnann-Thompson, to Adopt Ordinance No. 18-10 on second reading. The motion carried by the following vote:

Aye: 4 - Commissioner Bob; Commissioner Gnann-Thompson; Vice-Mayor Aliberti; and Mayor Morin

VII. FUTURE AGENDA ITEMS

Mayor Morin stated a number of cities have decided to join together to sue the State based on action they took back in 2011 restricting cities and counties from making any legislation regarding guns. He commented on an issue that arose in the City previously regarding not allowing a vendor to display guns at City events and asked to have a discussion on the next agenda.

Mayor Morin asked the City Manager to report on a meeting they had with the Florida Department of Transportation (FDOT).

Mr. Neibert reported on the meeting stating that FDOT indicated that some of the City's intersections within the study area might be eligible for study funding due to safety issues. He stated staff would submit a letter of request for those safety studies and would keep the Commission updated.

VIII. COMMENTS

City Commission

Commissioner Bob complimented staff on recent improvements including painting of the buildings and improved lighting.

City Manager

Mr. Neibert reported he had contacted the Mount Olive Cemetery Board president

regarding maintenance issues. The president wasn't comfortable meeting individually so they are waiting for him to call a meeting of the full board. He then reported he had contacted the Lake County School Board Superintendent regarding the ballfields and is waiting for the appropriate staff member to return to the office so they can meet.

City Attorney

Mr. Schroth reported that the lawsuit has been filed against Teems and asked if the Commission wanted to be copied on all filings.

Commissioner Bob expressed concern regarding the probable cost in attorney fees with Mr. Neibert indicating the City could still approach them with a settlement offer.

Mr. Schroth noted that now that the lawsuit has been filed, the Commission can meet in a closed session to discuss any settlement offer.

Mr. Neibert suggested holding a closed session prior to the next Commission meeting.

CONSENSUS: It was a consensus of the Commission to hold a closed session at 5:15 p.m. on April 19th.

Mayor

Mayor Morin reported on his attendance at a retirement ceremony for John Hitt, retiring President of UCF, and commented on the possibility of UCF having a presence in Eustis.

IX. ADJOURNMENT - 7:28 p.m.

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



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: March 21, 2019
RE: SELECTION OF INTERIM CITY COMMISSIONER, SEAT #5

Introduction:

The purpose of this item is for discussion about the selection of an Interim City Commissioner to fill the vacancy in Seat #5 created by the recent death of Commissioner Carla Gnann-Thompson. The appointment will be temporary until a replacement is selected by the electorate of the City as part of the November 2020 general election. The duly elected Commissioner will be sworn in at the first meeting in January 2021 along with the other elected Commissioners.

Background:

Commissioner Carla Gnann-Thompson passed away unexpectedly on March 13, 2019 creating a vacancy in Seat #5 of the Commission. This seat is due for re-election in November 2020. Pursuant to the current City Charter, the Commission is tasked with appointing an interim Commissioner to serve until the next general election. While there is no stipulation for how quickly the Commission must appoint the interim replacement; staff feels it is imperative that the Commission move forward in a reasonable amount of time.

Staff is recommending that the Commission accept applications for interim commissioner from 8 a.m., Monday, March 25, 2019 through 5 p.m., Friday, April 5, 2019, with a special Commission meeting to be scheduled sometime in the following week for interviews with the applicants.

Appropriate advertisements for the application period will be placed in both the Lake Sentinel and the Daily Commercial. The City Clerk will check the Property Appraiser records and City utility accounts to determine that all of the applicants have resided within the City for a minimum of one year per the City Charter. The Clerk will also confirm with the Lake County Supervisor of Elections that all of the applicants are currently registered voters of the City of Eustis. Criminal background checks will also be conducted on all of the applicants.

Procedure

In 2016 and 2018, the Commission interviewed the applicants in alphabetical order at a special meeting. Each applicant was allowed three (3) minutes to give a brief presentation to the Commission after which the Commission had three (3) minutes to ask questions of the applicants. Staff recommends that the Commission proceed with the same procedure for this appointment.

The process utilized for actual appointment was similar to that used for the election of Mayor. Following the presentations and questions and answer sessions, the Mayor opened the floor to nominations for appointment. Once nominations had ceased, a motion was made to close the nominations, followed by a roll call vote on the names submitted for appointment.

At the same meeting, a formal resolution was then considered for the appointment of the interim commissioner followed by the swearing-in of the appointee by the City Clerk.

Recommended Action:

Staff recommends that the Commission confirm the process to be utilized for appointment of the interim commissioner, authorize the City Clerk to advertise the application period and set a date for the special Commission meeting to hold the interviews and conduct the appointment.

Attachments:

[Interim Commissioner Application 2019](#)

[Resolution No 19-XX re interim appt](#)

[ARTICLE III. THE CITY COMMISSION](#)

Reviewed by:

Ronald Neibert, City Manager

Approved - 15 Mar 2019

Mary Montez, City Clerk

Approved - 15 Mar 2019



City of Eustis

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

**APPLICATION
Interim Commissioner
(Term: May 2019 – Until Elected Candidate is Sworn in
following November 2020 election)**

Name _____ Address _____

Home Phone _____ Work Phone _____

Cell Phone _____ Email Address _____

Are you a qualified elector (voter) of the City of Eustis? _____ (Please attach a copy of your Voter's Registration.)

Have you been a resident of the City of Eustis for at least one year immediately preceding this application?
___ Yes ___ No

Have you ever been convicted, pled guilty or no contest to, had prosecution deferred or adjudication withheld on a felony or first-degree misdemeanor in any jurisdiction? _____ If yes, when? _____

Explain: _____
(Nature, severity and date of offense in relation to the position for which you are applying are considered.)

Education/Training: _____

Employer (Name & type of business activity): _____

Training or experience related to the duties of a Commissioner: _____

Professional/Business affiliations: _____

On the back of this application, please explain your interest in serving as the Interim Commissioner.

I will attend meetings in accordance with the adopted policies of the City. I understand that as an Interim Commissioner, I am subject to the requirements and restrictions of the Florida Sunshine Law. If at any time my business or professional interests conflict with the interests of the City Commission, I will not participate in such deliberations.



Date _____

RESOLUTION NO. 19-XX

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPOINTING A QUALIFIED ELECTOR (VOTER) AND RESIDENT OF THE CITY OF EUSTIS TO FILL A VACANCY CREATED ON THE EUSTIS CITY COMMISSION THROUGH THE DEATH OF ONE OF ITS MEMBERS; SUCH APPOINTMENT TO BE MADE ON AN INTERIM BASIS UNTIL A NEWLY ELECTED CITY COMMISSION MEMBER IS QUALIFIED.

WHEREAS, Commissioner Carla Gnann-Thompson, Commissioner for Seat #5, passed away on March 13, 2019; and

WHEREAS, the term of office for which Commissioner Gnann-Thompson was elected began in January 2017, and will end in December 2020; and

WHEREAS, according to the City Charter, Article III, Section 9, "Should a vacancy occur in the commission, except as a result of a recall election, the remaining members of the commission shall appoint a person meeting the qualifications set forth within this Charter to fill the vacancy until the next general municipal election, at which time a successor shall be elected by the electorate. If the term of the commissioner whose departure created the vacancy is not expired at the time of the next general municipal election, the successor elected at that time shall serve only for the remainder of the term of the departed Commissioner, at the end of which an election shall be held to fill the next full term for that seat."

NOW, THEREFORE, BE IT RESOLVED by the Eustis City Commission that _____, a qualified elector (voter) of the city and a resident of the city for one (1) year immediately preceding his (or her) application or who has resided on property annexed into the city for one (1) year, which shall include the time immediately prior to annexation and the time following annexation prior to his or her application, is hereby appointed to serve on the Eustis City Commission, in Seat #5, on an interim basis until a City Commission member is elected.

DONE AND RESOLVED, this ____ day of _____, 2019, in a special session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

Resolution No. 19-XX
Appointment of Interim Commissioner

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by Michael L. Holland, Mayor/Commissioner, and Mary Montez, 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 No. 19-XX is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary Montez, City Clerk

Resolution No. 19-XX
Appointment of Interim Commissioner

ARTICLE III. - THE CITY COMMISSION^[3]

Footnotes:

--- (3) ---

State Law reference— Code of ethics, F.S. § 112.311 et seq.; public meetings, F.S. § 286.011.

Section 1. - City commission powers and composition.

There shall be a city commission with all legislative powers of the city vested therein. The city commission shall consist of five (5) members. All five (5) members shall be elected by the electors of the city, except for vacancies of office, which shall be filled as otherwise provided by this Charter.

Section 2. - Nonpartisan elections.

All qualifications and elections for the office of city commission shall be conducted on nonpartisan basis without regard for or designation of political party affiliation of any nominee on any nomination petition or ballot.

Section 3. - Qualifications of candidates.

Candidates for the office of city commission member shall qualify for such office by filing of a written notice of candidacy with the designated official at such time and in such manner as may be prescribed by ordinance. Such notice shall indicate the seat number for which the candidate seeks to be elected. Any elector of the city and a resident of the city for one (1) year immediately preceding this application, and any person who has resided on property annexed into the city for one (1) year, which shall include the time next before annexation and following annexation prior to his or her application, shall be eligible to hold the office of city commission member.

(Ord. No. 18-12, § 1, 6-7-2018)

Section 4. - City commission shall be judge of election qualifications of those seeking to qualify for office.

The city commission shall be the judge of the election qualifications of those seeking to qualify for candidacy for a city commission seat and for such purpose shall have the power to subpoena witnesses and require the production of records, but the decision of the city commission in any case shall be subject to review by judicial proceedings.

Section 5. - City commission shall be judge of grounds for forfeiture of office.

The city commission shall be the judge of grounds of forfeiture of a member's office. The city commission shall adopt such ordinances from time to time as may be necessary to set forth grounds for forfeiture of office. A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one or more newspapers of general circulation in the city at least one week in advance of the hearing.

Section 6. - Election and terms.

The regular election of city commission members shall be held in even-numbered years, at the time and in the manner provided in this Charter and shall be for four-year terms.

Section 7. - Compensation.

The city commission may determine the annual salary of city commission members by ordinance.

Section 8. - Mayor.

The city commission shall elect from among its members a mayor and a vice-mayor. Election of the mayor and vice-mayor shall be done annually at the first (1st) regular city commission meeting in January of each year. The mayor shall preside at meetings of the city commission, shall be recognized as head of city government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the city official designated to represent the city in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein. The vice-mayor shall act as mayor during the absence or disability of the mayor.

Section 9. - Filling of vacancies.

Should a vacancy occur in the commission, except as a result of a recall election, the remaining members of the commission shall appoint a person meeting the qualifications set forth within this Charter to fill the vacancy until the next general municipal election, at which time a successor shall be elected by the electorate. If the term of the commissioner whose departure created the vacancy is not expired at the time of the next general municipal election, the successor elected at that time shall serve only for the remainder of the term of the departed Commissioner, at the end of which an election shall be held to fill the next full term for that seat.

(Ord. No. 16-14 , § 2, 5-19-2016)

Section 10. - Procedure.

- (a) *Meetings* . The city commission shall meet regularly at such times as may be prescribed in its rules, but not less frequently than once each month.
- (b) *Voting*. Voting, on ordinances and resolutions, shall be by roll call, and shall be recorded in the official minutes of the city. A majority of the city commission shall constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the city commission. Except as otherwise provided by law or this Charter, a simple majority of those members present shall prevail.

(Ord. No. 16-14 , § 3, 5-19-2016)

Cross reference— Curable absence voting procedure, §§ 2-371 et seq.

State Law reference— Open meetings, F.S. § 286.011.

Section 11. - Ordinances and resolutions.

Such acts of the city commission as are required by statute or by this Charter, to be by ordinance, shall contain the enacting clause, "The Commission of the City of Eustis hereby ordains".

The uniform procedure for adoption of ordinances and resolutions as set forth in F.S. § 166.041 as amended is hereby adopted as though set forth in full herein as city commission procedure for passage. In addition, all proposed ordinances shall be posted prior to adoption at three public places in said city, one of which shall be at the city hall.

State Law reference— Procedure for adoption of ordinances and resolutions, F.S. § 166.041.

Section 12. - Form of ballots.

The city commission by ordinance in accordance with law shall prescribe the form of the ballot including the method for listing candidates for the city commission elections and any other city election.

State Law reference— Ballots, F.S. §§ 101.141—101.27.

Section 13. - Elections.

Each commission [commissioner] shall be elected for a term of four (4) years. Three members shall be elected at one general election and two members shall be elected at the next ensuing general election. Each seat shall be numbered and each candidate shall run for a numbered seat. The candidate for each seat receiving the greatest number of votes cast regardless of whether such number is a majority

of all votes cast for candidates for such seat shall be elected. In the event that two or more candidates for a seat receive the same number of votes, there shall be a runoff election between those candidates; otherwise no runoff election is necessary.
(Ord. No. 03-72, § 1, 11-6-2003/8-31-2004)