AGENDA
City Commission Meeting

6:00 PM – Thursday, August 06, 2026 – City Hall

Invocation: Pastor Jay Cochenour, Life Community Church

Pledge of Allegiance: Commissioner Willie Hawkins

Call to Order

Acknowledgement of Quorum and Proper Notice

1. Agenda Update

2. Presentations

2.1 Presentation on Aquilo Project

3. Appointments

3.1 Appointment to Eustis Housing Authority – Kimberly DeShawn Jones

4. Audience to be Heard

5. Consent Agenda

5.1 Resolution Number 2026-61: Approving an Expenditure in Excess of $100,000 for the Purchase and Installation of Sod for the Corey Rolle Field Improvement Project

5.2 Resolution Number 2026-66: Authorizing Multiple Annual Purchases in Excess of $100,000 for Products Provided by Empire Pipe and Supply Company Inc. for the Eustis Public Utilities Department

5.3 Resolution Number 2026-67: Interlocal Agreement for Amendment to Agreement for Provision of Library Services

5.4 Resolution Number 2026-68: Interlocal Agreement with Lake County for Use of Impact Fees

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

6.1 Second Reading of Ordinance Number 2026-28: Annual Update of the Five-Year Capital Improvements Schedule of the Comprehensive Plan Fiscal Year 2026/2027 - 2030/2031

6.2 First Reading of Ordinance Number 2026-29: Repeal of Eustis Code of Ordinance Section 66-78 Entitled "No Petroleum Base Fuel Watercraft Allowed on Lake Gracie" to Comply with Section 327.75, Florida Statutes

7. Other Business

7.1 Discussion of City Commission Meeting Minutes

8. Future Agenda Items and Comments

8.1 City Attorney

8.2 City Manager

8.3 City Commission

8.4 Mayor

9. Adjournment

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

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

City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: August 6, 2026

RE: Presentation on Aquilo Project

Introduction:
CynerGreen Development will present information on the Aquilo Project.

Prepared By:
Christine Halloran, City Clerk

Reviewed By:
Miranda Burrowes, Deputy City Manager

City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Rick Gierok, Interim City Manager

DATE: August 6, 2026

RE: Appointment to Eustis Housing Authority – Kimberly DeShawn Jones

Introduction:
This item is for consideration of the appointment of Kimberly DeShawn Jones to the Eustis Housing Authority (EHA) to fill a vacancy for the four-year term expiring July 18, 2028.

Background:

The EHA has a vacant position formally held by Jennifer Bentley whose term of service ended effective April 22, 2026.

Horace Jones, Executive Director of the EHA, contacted the City of Eustis in June 2026 regarding appointment to the position formerly held by of Jennifer Bentley.

As of July 1, 2026, the position was advertised on the City of Eustis website per standard process.

On July 6, 2026, EHA formally submitted the application for Ms. Jones. Human Resources completed a background check and cleared the applicant for service on July 23, 2026.

Recommended Action:
Staff recommends consideration of the appointment of Kimberly DeShawn Jones to fill the unexpired vacancy on the Eustis Housing Authority Board for the remainder of the current term, which expires on July 18, 2026, as recommended by Eustis Housing Authority Executive Director Horace Jones and the Eustis Housing Authority Board.

Prepared By:
Christine Halloran, City Clerk

Reviewed By:
Miranda Burrowes, Deputy City Manager

Item 3.1

dj015623@gmail

CITY OF EUSTIS

10 North Grove Street, P.O. Drawer 68, Eustis, FL 32726-0068

Website – www.eustis.org E-Mail – cityclerk@eustis.org Phone – (352) 483-5441

VOLUNTEER/COMMUNITY SERVICES APPLICATION

Date: 7-4-2026

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

1. Board commissonor Eustis Housing Authority
3. ______
2. ______
4. ______

NAME: Kimberly D. Jones Telephone #: 352-552-0266

PRESENT ADDRESS: 1101 Morin street (Street/P.O. Box) Eustis (City) Fl (State) 32726 (Zip)

How long have you lived at this address? 2 1/2 yrs E-Mail Address: ______

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 #: 352-552-0266

Are you available: ___ Full Time ___ Part Time ✓ Temporary

When are you able to volunteer? ___ Nights ___ Weekends Varies 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: ______

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 the names of friends or relatives working for the City and their relationship to you: none

Item 3.1

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: N/A

From ____________ to ____________
Month/Year Month/Year

Supervisor's E-mail: ____________

Job Title: ____________

Describe the work you did: ____________

Reason for leaving: ____________

Name & Address of Organization:

From ____________ to ____________
Month/Year Month/Year

Supervisor's E-mail: ____________

Job Title: ____________

Describe the work you did: ____________

Reason for leaving: ____________

Name & Address of Organization:

From ____________ to ____________
Month/Year Month/Year

Supervisor's E-mail: ____________

Job Title: ____________

Describe the work you did: ____________

Reason for leaving: ____________

Name & Address of Organization:

From ____________ to ____________
Month/Year Month/Year

Supervisor's E-mail: ____________

Job Title: ____________

Describe the work you did: ____________

Reason for leaving: ____________

EDUCATION AND SPECIALIZED TRAINING: Circle Highest Grade Completed

GRAMMAR AND HIGH SCHOOL:	COLLEGE:	GRADUATE:
1 2 3 4 5 6 7 8 9 10 11 12 GED	13 14 15 16	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): Benjermain Franklin H.S.	City and State: Rochester, N.Y		
Name of College:	City and State:	Major:	Degree Received:
Name of Graduate School:	City and State:	Major:	Degree Received:
Other Trade, Technical, Etc: Learning Disability Association	City and State Rochester, N.Y.	Major: Reading	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. ______________________ 3. ______________________

2. ______________________ 4. ______________________

5. ______________________ 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 Major Mrs. Evonne E. McKee Phone # 352-735-0456	Name Phone #
Address (Street, City, State, Zip) 7765 Lake Andrea Circle Mt Dora Fl 32757	Address (Street, City, State, Zip)
E-mail Address mckeefoxybrown@aol.com	E-mail Address
Employer Phone #	Employer Phone #
Occupation Semi Retired	Occupation
Name Phone #	Name Christina Atkins Phone # 585-642-2711
Address (Street, City, State, Zip)	Address (Street, City, State, Zip) 1111 Whiteswan Drive. Rochester, N.Y. 14606
E-mail Address	E-mail Address christinaatkins584@gmail.com
Employer Phone #	Employer Phone #
Occupation	Occupation Retired - Disabled.

HOURS AVAILABLE TO VOLUNTEER:

What days and hours are you available for work? Daytime - Varies

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: Kymberly Jones Date: 7-6-26

CONSENT OF PARENT OR LEGAL GUARDIAN

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

I, the undersigned, the parent or legal guardian of ___________________, choose 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 HOUSING AUTHORITY (EHA)

Five Member Board – 4-Year Term (from date of appointment)
The Eustis City Commission appoints the Board of Directors/Commissioners because the State of Florida declared the EHA a dependent unit of the City of Eustis.
The EHA is funded by the Federal Government.

HORACE J. JONES Executive Director 1000 Wall Street, # 60, Eustis, FL (352) 357-4851 (Work) (352) 357-8081 (Fax)	**LATOYA YOUNG** Commissioner Appointed: 07/18/2024 Term Expiration: 07/18/2028 latoyayoung515@gmail.com Former: Marjorie Buckner Appointed: 10/17/2019 Exp: 10/31/2023 Resignation: 04/16/2024 due to death
NICIE ALLEN PARKS Commissioner parksn@eustis.org nicie.parks@yahoo.com Appointed: 08/03/2023 Term Expiration: 08/03/2027 Former: Faye Weaver Appointed: 11/07/2013 Reappointed: 05/06/2021 Exp: 05/31/2025 Resignation Effective 10/31/2023	**DR. HUGH FRAZIER BROCKINGTON, II** Chairperson/Commissioner drbrockhealthwealth@gmail.com Appointed: 01/06/2017 Reappointed: 03/16/2017, 01/07/2021 Term Expiration: 01/17/2025 Reappointed: 06/19/2025 Term Expiration: 01/17/2029 Term: 01/17/2025 to 01/17/2029
Vacant Commissioner (Resident) Appointed: TBD Term Expiration: 7/18/2028 Former: Jennifer Bentley, Appointed: 7/18/2024 Term Expiration: 7/18/2028; Termination: 4/22/2026 J. Melendez, Appointed: 01/18/2018 Reappointed: 01/03/2019 Expires: 10/31/2022 Resignation Effective: 08/19/2019	**RONNIE BUGGS** Vice Chairperson/Commissioner Ronnie.0.buggs@gmail.com (0 is a zero) Appointed: 04/18/2019 Term Expiration: 09/17/2021 Reappointed: 04/07/2022 Term Expiration: 04/07/2026 Reappointed: 04/02/2026 Term: 04/02/2026 to 04/02/2030

Board Attorney: Rick Gilmore, Saxon Gilmore

Revised 7/27/2026

Item 3.1

The Florida Senate

2018 Florida Statutes

Title XXX SOCIAL WELFARE	Chapter 421 PUBLIC HOUSING Entire Chapter	**SECTION 05** **Appointment, qualifications, and tenure of commissioners; hiring of employees.**

421.05 Appointment, qualifications, and tenure of commissioners; hiring of employees.—

(1) When the governing body of a city adopts a resolution as aforesaid, the mayor, with the approval of the governing body, shall promptly appoint no fewer than five persons, and no more than seven persons, as commissioners of the authority created for such city. Three of the commissioners who are first appointed shall be designated to serve for terms of 1, 2, and 3 years respectively; the remaining commissioners shall be designated to serve for terms of 4 years each, from the date of their appointment. Thereafter, each commissioner shall be appointed as aforesaid for a term of office of 4 years, except that a vacancy shall be filled for the unexpired term by an appointment by the mayor with the approval of the governing body within 60 days after such vacancy occurs. Each housing authority created pursuant to this chapter shall have at least one commissioner who shall be a resident who is current in rent in a housing project or a person of low or very low income who resides within the housing authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the housing authority, which commissioner shall be appointed at the time a vacancy exists. In the case of an authority which has no completed project, no tenant-commissioner shall be appointed until 10 percent of the units in the first project of the authority have been occupied. The cessation of a tenant-commissioner's tenancy in a housing project or the cessation of rent subsidy shall remove such tenant-commissioner from office, and another person meeting the qualifications required for the office shall be appointed for the unexpired portion of the term. After all reasonable efforts have been made and documented, if the commissioners find that no housing project resident or rent subsidy recipient is available to serve as a tenant-commissioner, the existing vacancy shall then be filled through the normal appointment procedures set forth in this subsection. However, such normal appointment shall not preclude the requirement to exercise diligence in all succeeding vacancies to attempt to first appoint a tenant-commissioner until at least one tenant-commissioner has been appointed. No commissioner of an authority may be an officer or employee of the city for which the authority is created. A commissioner shall hold office until a successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk, and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. A commissioner shall receive no compensation for his or her services but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of his or her duties. The requirements of this subsection with respect to the number of commissioners of a housing authority apply without regard to the date on which the housing authority was created.

(2) The powers of each authority shall be vested in the commissioners thereof in office from time to time. A majority of the commissioners shall constitute a quorum of the authority for the purpose of conducting its business and exercising its powers and for all other purposes. Action may be taken by the authority upon a vote of a majority of the commissioners present, unless in any case the bylaws of the authority require a larger number. The mayor with the concurrence of the governing body shall designate the first chair from among the appointed commissioners, but when the office of the chair of the authority thereafter becomes vacant, the authority shall select a chair from among the commissioners. An authority shall also select from among the commissioners a vice chair, and it may employ a secretary, who shall be the executive director, technical experts, and such other officers, agents, and employees, permanent and temporary, as it may require and shall determine their qualifications, duties, and compensation. Accordingly, authorities are exempt from s. 215.425. An authority may call upon the chief law officer of the city or may employ its own counsel and legal staff for legal services. An authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

Item 3.1

(3) Notwithstanding the limitation contained in subsection (1) on the number of commissioners of a housing authority, any housing authority that has more than seven commissioners on March 28, 1991, may maintain the same number of commissioners it had on March 28, 1991.

History.—s. 5, ch. 17981, 1937; CGL 1940 Supp. 7100(3-e); s. 1, ch. 59-413; s. 1, ch. 78-165; ss. 1, 2, ch. 80-357; s. 273, ch. 81-259; s. 1, ch. 84-250; s. 1, ch. 89-33; ss. 1, 2, ch. 91-6; s. 82, ch. 97-103; s. 14, ch. 2016-210.

City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: August 6, 2026

RE: Resolution Number 2026-61: Approving an Expenditure in Excess of $100,000 for the Purchase and Installation of Sod for the Corey Rolle Field Improvement Project

Introduction:
Resolution Number 2026-61: Corey Rolle Field Improvement Project approves an expenditure in excess of $100,000 for the purchase and installation of sod at Corey Rolle Field and authorizes the City Manager to execute all agreements and contracts with the award.

Background:
The funds will be used to remove the current sod, regrade the field and install new sod for the field at Corey Rolle. The total budget is $188,350.

Medley Sports Construction has provided an itemized bid form based on the Apopka cooperative contract for the purchase and installation of new sod.

Medley Sports Construction's proposal for these services is $188,350.

Recommended Action:
Staff recommends approval of Resolution Number 2026-61.

Policy Implications:
Not applicable

Budget/Staff Impact:
The approved budget has allocated funds for the Corey Rolle Field Improvement Project as shown below:

001-8600-581-60-48	Corey Rolle Improvements	$125,000
063-7600-572-60-37	Corey Rolle Field Improvements	$63,350

Business Impact Estimate:
Not applicable

Prepared By:
Chris Helme, Administrative Supervisor, Engineering

Reviewed By:
Michelle Saxman, Project Manager, Engineering
Miranda Burrowes, Deputy City Manager

Attachments:
Signed proposal from Medley Sports Construction, available upon request.

RESOLUTION NUMBER 2026-61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING AN EXPENDITURE IN EXCESS OF $100,000 FOR THE PURCHASE AND INSTALLATION OF NEW SOD FOR THE COREY ROLLE FIELD IMPROVEMENT PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND CONTRACTS WITH THE AWARD.

WHEREAS, the City's approved Sales Tax Budget includes $125,000 in Sales Tax Revenue Funds and $63,350 in Parks and Recreation Impact Fees for Corey Rolle Field Improvements; and

WHEREAS, the Parks and Recreation Department has determined the need to purchase and install new sod for the field at an estimated cost of $188,350; and

WHEREAS, Medley Sports Construction submitted a proposal based on the Apopka cooperative contract for purchase and installation of new sod; and

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

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

(1) The City Commission is hereby authorized to approve a purchase in excess of $100,000 for the purchase and installation of new sod for the Corey Rolle Field Improvement Project; and

(2) The City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase; and

(3) The Purchasing Department is hereby authorized to complete the transaction in accordance with this resolution; and

(4) This resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 6th day of August 2026, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA

____
Emily A. Lee
Mayor/Commissioner

ATTEST:

____
Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of physical presence, this 6th day of August 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

____
Notary Public - State of Florida
My Commission Expires:
Commission #:

CITY ATTORNEY'S OFFICE

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

____
Taylor Tremel, City Attorney

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-61 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

____
Christine Halloran, City Clerk

City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: August 6, 2026

RE: Resolution Number 2026-66: Authorizing Multiple Annual Purchases in Excess of $100,000 for Products Provided by Empire Pipe and Supply Company Inc. for the Eustis Public Utilities Department

Introduction:

Resolution Number 2026-66 authorizes multiple annual purchases for Fiscal Year 2025-2026 totaling an excess of $100,000 for water and sewer related inventory parts provided by Empire Pipe and Supply Company Inc. for the Public Utilities Department, and authorizes the Interim City Manager to execute all related agreements.

Background:

Empire Pipe and Supply Company Inc. is an inventory parts distributor that provides a wide range of water and sewer related inventory parts. The City of Eustis Public Utilities Department places several inventory orders throughout the year to maintain general stock, along with specialized inventory orders of parts allocated specifically for Capital projects. Empire Pipe and Supply Company Inc. has consistently been highly responsive and is able to quickly deliver inventory via Volusia County and Citrus County piggyback contract pricing. Quotes are obtained in accordance with the City's Purchasing Policies via the piggyback contracts.

Between general inventory stock and Capital project stock orders including an upcoming budgeted Capital project order in the approximate amount of $215,000, total Fiscal Year 2025-2026 expenditures with Empire Pipe and Supply Company Inc. will exceed $100,000. The City's Purchasing Policies require that City Commission approve purchases exceeding $100,000.

Recommended Action:

Staff recommends approval of Resolution Number 2026-66.

Policy Implications:

N/A

Budget/Staff Impact:

The approved Fiscal Year 2025-2026 budget has allocated funds for contracted water and sewer related inventory parts distributed throughout various accounts in accordance with the nature and scope for use of parts being purchased.

Business Impact Estimate:
N/A

Prepared By:
Olivia Luce – Administrative Assistant, Public Utilities

Reviewed By:
Greg Dobbins – Director of Public Services
Michael Brundage – Deputy Director of Public Utilities
Miranda Burrowes – Deputy City Manager

Attachments:
Resolution Number 2026-66

Available Upon Request:
Empire Pipe and Supply Company Inc. Contracts

RESOLUTION NUMBER 2026-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING MULTIPLE ANNUAL PURCHASES IN EXCESS OF $100,000 FOR PRODUCTS PROVIDED BY EMPIRE PIPE AND SUPPLY COMPANY INC. FOR THE EUSTIS PUBLIC UTILITIES DEPARTMENT.

WHEREAS, the Eustis Public Utilities Department has need for water and sewer related inventory parts provided by Empire Pipe and Supply Company Inc. in excess of $100,000 annually; and

WHEREAS, the City's approved Fiscal Year 2025-2026 budget includes adequate funding in various sources for these products; and

WHEREAS, the City is able to piggyback various contracts with Empire Pipe and Supply Company Inc. including Volusia County and Citrus County; and

WHEREAS, the City of Eustis Purchasing Department obtains quotes for products provided by Empire Pipe and Supply Company Inc. in accordance with the City's purchasing policies through utilizing piggyback options on government contracts; and

WHEREAS, the City of Eustis Purchasing Ordinance requires that the City Commission approve any purchase in excess of $100,000.

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

(1) The City Commission hereby authorizes multiple annual purchases in excess of $100,000 for water and sewer related inventory parts provided by Empire Pipe and Supply Company Inc.; and

(2) The City Commission hereby authorizes the Interim City Manager to execute all agreements associated with the approved purchases; and

(3) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 6th day of August 2026, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA

ATTEST:

Emily A. Lee
Mayor/Commissioner

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of physical presence, this 6th day of August 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-66 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: August 6, 2026

RE: Resolution Number 2026-67: Interlocal Agreement for Amendment to Agreement for Provision of Library Services

Introduction:
Amendment to the Interlocal Agreement between Lake County, Florida and the City of Eustis.

Background:
Lake County is requesting an extension to the Library Interlocal agreement with the Eustis Memorial Library, as well as the nine other municipals, by one year.

Library Directors revised this document four years ago with changes to include updated language to reflect the day-to-day operations of this agreement. The County has been working on a revision to the current appropriations formula. The last change to the formula was in 2024 when the base increased from $25,000 to $30,000 combined with the circulation numbers providing a revenue last year of over $120,000.

The County is currently reviewing the new interlocal and is considering changes to the opt out measures and timelines. This amendment would allow one more year for review and revisions. Once finalized, it then must go through the Library Directors, the Lake County Advisory Board and the County Commission. Once it is approved, it is valid for five years.

Recommended Action:
Staff recommends the approval of the extension.

Policy Implications:
This approval will exact no significant changes to policy

Alternatives:
Not signing the one-year extension would end our current interlocal agreement with the County on September 30, 2026.

Budget/Staff Impact:
This agreement does not directly affect our current allocation and we will be receiving the budgeted amount this fiscal year.

Prepared By:
Ann Ivey, Library Director

Reviewed By:
Miranda Burrowes, Deputy City Manager

RESOLUTION NUMBER 2026-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EUSTIS MEMORIAL LIBRARY AND THE LAKE COUNTY LIBRARY SYSTEM.

WHEREAS, the City of Eustis, Florida and Lake County believe it is mutually beneficial and in public interest to provide equal access to public library services; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 provides that public agencies of the State of Florida may exercise jointly with any other public agency of the state of Florida any power, privilege, or authority which such agencies share in common, and might each exercise separately, and that a joint exercise of power by such agencies may be made in contract in the form of an interlocal agreement; and

WHEREAS, the City of Eustis, Florida desires to approve a fifth one-year extension of the interlocal agreement between the Eustis Memorial Library and the Lake County Library System.

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

1. The City Commission of Eustis, Florida hereby authorizes the City Manager to execute the extension of the Interlocal agreement of the provision of services with the Lake County Library System

DONE AND RESOLVED this 6th day of August 2026, in regular session of the City Commission of the City of Eustis, Florida.

CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA

____
Emily A. Lee
Mayor/Commissioner

ATTEST:

____
Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of physical presence, this 6th day of August 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

____
Notary Public - State of Florida
My Commission Expires:
Commission #:

CITY ATTORNEY'S OFFICE

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

____
Taylor Tremel, City Attorney

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-67 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.

____
City Clerk's Office

FIFTH AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND THE CITY OF EUSTIS
RELATING TO THE PROVISION OF LIBRARY SERVICES

This is the Fifth Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “County”, by and through its Board of County Commissioners, and the City of Eustis, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as “Municipality,” by and through its City Commission.

WITNESSETH:

WHEREAS, on September 10, 2019, County entered into an Interlocal Agreement with Municipality for the purpose of providing unified library services to the residents of Lake County through participation in the Lake County Library System public library cooperative (the “Agreement”); and

WHEREAS, on September 13, 2022, County and Municipality entered into an extension of the Agreement for an additional 12-month period expiring on September 30, 2023 (First Amendment); and

WHEREAS, on September 12, 2023, County and Municipality entered into a second extension of the Agreement for an additional 12-month period expiring on September 30, 2024 (Second Amendment); and

WHEREAS, on September 24, 2024, County and Municipality entered into a third extension of the Agreement for an additional 12-month period expiring on September 30, 2025 (Third Amendment); and

WHEREAS, on September 9, 2025, County and Municipality entered into a fourth extension of the Agreement for an additional 12-month period expiring on September 30, 2026 (Fourth Amendment); and

WHEREAS, the parties now want to extend the Agreement for a fifth, additional 12-month period expiring on September 30, 2027 (Fifth Amendment); and

WHEREAS, executing this Fifth Amendment is in the best interests of the parties and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Fifth Amendment upon adoption hereof.

2. **Amendment.** The Agreement, as previously amended, is hereby amended as follows:

A. **Section 3, *Term*,** is hereby amended to allow for an additional 12-month period and terminating on September 30, 2027, and is hereby amended as follows:

> This Agreement shall be in effect for a period beginning October 1, 2019, and ending on ~~September 30, 2026~~ <u>September 30, 2027</u>, unless terminated earlier in accordance with the provisions of the Agreement.

B. **Section 13, Paragraph (E),** ***Appropriation of County Funds for Municipality,*** is hereby amended to provide funding for the additional "Year Eight" created by the 12-month extension of the Term under this Fifth Amendment and is hereby amended to add:

> <u>Year Eight: The COUNTY shall allocate a base amount of thirty thousand dollars ($30,000) to assist with funding of programs and services at its participating library</u>.

3. **<u>Effect of Amendment.</u>** All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Fifth Amendment conflicts with the Agreement, this Fifth Amendment will govern.

IN WITNESS WHEREOF, the parties have signed this Fifth Amendment through their authorized representatives on the dates under each signature.

<u>COUNTY</u>

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

____
Leslie Campione, Chairman

This _____ day of __________________________, 2026.

Approved as to form and legality:

____
Melanie Marsh, County Attorney

MUNICIPALITY

CITY OF EUSTIS, FLORIDA

____
Emily A. Lee, Mayor

This ____ day of ________________________, 2026.

ATTEST:

____
Christine Halloran, City Clerk

Approved as to form and legality:

____
Taylor Tremel, City Attorney

City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: August 6, 2026

RE: Resolution Number 2026-68: Interlocal Agreement with Lake County for Use of Impact Fees

---

Introduction:
Interlocal Agreement between Lake County and the City of Eustis for use of Impact Fees related to the expansion of the Eustis Memorial Library.

Background:
For FY 2024/2025, the library entered into an agreement to receive 50% of the amount spent for design documents for an expansion project. This was considered phase one of three phases to secure funding for the library expansion with impact fee funds. We received $12,500 in reimbursement for design documents.

This year, we have submitted phase two requesting the initial construction costs for the expansion of the community room. The plans for this expansion include doubling the space of the Community room. The impact fees cover expansion of public meeting space or reconfiguration to allow space that was not available to the public, previously. This phase of the project includes funding from the County in the amount of $157,936.63 (50% of the total construction costs).

Recommended Action:
Staff recommends approval of this agreement.

Policy Implications:
By accepting County Impact fee funds, the expanded community room will be available to all county residents with the same restrictions as County library meeting space.

Alternatives:
By not signing this agreement, it would preclude receiving any further funds of this project. If the project is then cancelled, all monies we received in phase one would need to be refunded.

Budget/Staff Impact:
This expansion project is in the CIP for FY 2026/2027 and 2027/2028.

Prepared By:
Ann Ivey, Library Director

Reviewed By:
Miranda Burrowes, Deputy City Manager

RESOLUTION NUMBER 2026-68

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AUTHORIZING AN AGREEMENT WITH LAKE COUNTY FOR USE OF IMPACT FEES FOR LIBRARY EXPANSION

WHEREAS, the Eustis Memorial Library's population and attendance continues to grow and;

WHEREAS, the Eustis Memorial Library needs to provide public meeting room space and;

WHEREAS, The Eustis Memorial Library has requested 50% of construction costs from the County for an expansion of the community room and;

WHEREAS, The City of Eustis is requesting $157,936.63 for phase 2 of the project

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 an agreement use County Impact fee funds
2. That the City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with this agreement.

DONE AND RESOLVED, this 6th day of August 2026, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA

____

Emily A. Lee
Mayor/Commissioner

ATTEST:

____

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of physical presence, this 6th day of August 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

____
Notary Public - State of Florida
My Commission Expires:
Commission #:

CITY ATTORNEY'S OFFICE

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

____
Taylor Tremel, City Attorney

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-68 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 & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

____
City Clerk's Office

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE CITY OF EUSTIS RELATING TO THE USE OF LIBRARY IMPACT FEES

FY 2027

THIS IS AN INTERLOCAL AGREEMENT ("Agreement") entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Eustis, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the "Municipality," (each a "Party" and collectively "Parties") for use of library impact fee monies for the Eustis Memorial Library, 120 North Center Street, Eustis, Florida 32726, hereinafter the "Library."

WITNESSETH:

WHEREAS, Ordinance No. 2003-99, approved November 18, 2003, created a library impact fee for the purposes of providing a source of revenue to fund construction or improvement in the Lake County Library System necessitated due to growth; and

WHEREAS, Section 22-61, Lake County Code, states that library impact fee money must be used solely for the purpose of constructing or improving the Lake County Library System, including, but not limited to, design and construction plan preparation, permitting and fees, land acquisition, construction and design of new facilities, and acquisition of collection items, public access computers and other capital equipment; and

WHEREAS, Policy LCC-7 sets forth the minimum guidelines for entry into the Lake County Library System as a member library; and

WHEREAS, Policy LCC-63 sets forth the process for distribution of funds from the Library Impact Fee Trust Fund; and

WHEREAS, Municipality requested $30,000.00 in impact fee funding in Fiscal Year 2025 (FY25) for design and site development plans for an expansion of the Library ("Project"); and

WHEREAS, on August 15, 2025, County and Municipality entered an Interlocal Agreement awarding Municipality FY25 library impact fee funding in an amount not to exceed $30,000 for design-related costs for the Project; and

WHEREAS, Municipality expended $12,500 of the FY25 impact fee funds awarded for Project design costs and subsequently determined that reconfiguration of existing space not currently utilized by the public within the Library would be a more cost-effective approach to expanding library services and revised the scope of the Project to reflect this change, and

WHEREAS, the FY 25 Interlocal Agreement will be superseded by the FY 26 Agreement as it has been closed out by the Parties as the impact fee award was completed; and

WHEREAS, in accordance with Policy LCC-63, the Municipality applied for FY27 impact fee funds in the amount of $500,000 for the expansion and reconfiguration of the Eustis Memorial Library; and

WHEREAS, Municipality provided additional clarification related to their application for funding and adjusted the requested amount for the expansion and reconfiguration to an amount of $337,044.58; and

WHEREAS, library impact fee funds may be utilized for expansion of services attributable to growth, but may not be utilized for "repair, replacement, or renovation"; and

WHEREAS, on May 21, 2026, the Lake County Library Advisory Board voted to approve the Municipality's request for partial funding in the amount not to exceed $157,936.63 for the expansion of the Library's Community Room by approximately 713 sq-ft at an estimated cost of $221.52 per sq-ft as part of a larger renovation and reconfiguration of both public and non-public spaces; and

WHEREAS, Policy LCC-63 authorizes municipalities to request up to $500,000 in library impact fee funding in a single fiscal year for construction projects, with total single-project maximum of $1,000,000; and

WHEREAS, Municipality's request is withing the funding limits allowed for construction projects for a single fiscal year and the total amount requested for the project has not exceeded the single project maximum; and

WHEREAS, the Parties find that it is in the best interest of the residents of Lake County to enter into this Agreement for the provision of library impact fee funds to Municipality.

NOW, THEREFORE, in consideration of the mutual terms and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. County Obligations.

A. The County agrees to provide funding in the maximum and total amount of **$157,936.63 (One Hundred Fifty-Seven Thousand, Nine Hundred Thirty-Six Dollars and 63/100)** to the Municipality from the Library Impact Fee Trust Fund ("Funds"), to be used for the expansion of the Community Room at the Eustis Memorial Library, as described in **Exhibit A**, and further clarified by Municipality, attached hereto and incorporated herein by reference (hereinafter and collectively the "Project").

B. The County will make payments on a reimbursement basis with the submittal of an invoice and proper documentation. Invoices must be submitted to the Office of Library Services Director at P.O. Box 7800, Tavares, Florida 32778 or to such email address(es) as specifically provided to Municipality in writing by the County for electronic submittal of reimbursement requests. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Local Government Prompt Payment Act.

3. Municipality Obligations.

A. Scope of Funding. Municipality must utilize the awarded funds in accordance with Municipality's Proposal, attached hereto and incorporated herein, as **Exhibit A**. Funds must be used solely for Funding eligible expenses incurred during the Term of this Agreement for the purposes approved herein. **Municipality must only seek reimbursement for impact fee eligible expenditures related to the Project, in an amount not to exceed $157,936.63, as described in Exhibit A.**

B. Reimbursement Requests. Funds will be paid to Municipality by County on a reimbursement basis. Municipality must submit timely, quarterly reimbursement requests to the County. Quarterly reimbursement requests must be submitted per the following schedule:

Quarter	Expenditure Period	Reimbursement Request Due
Q1*	October 1 – December 31	January 31
Q2	January 1 – March 31	April 30
Q3	April 1 – June 30	July 31
Q4	July 1 – September 30	October 31
**For the initial Q1 following the Effective Date of this Agreement, the first expenditure period will run from the Effective Date until December 31. All subsequent expenditure periods will be as provided in the table above.*		

Municipality must provide a detailed Project schedule with its first reimbursement request.

Municipality must provide quarterly reporting, in a form to be provided by County, with each quarterly reimbursement request in order to receive payment. Quarterly reporting will, at a minimum include (i) an updated Project schedule, (ii) a summary of Project Milestones and completion progress; (iii) an ongoing summary of funds drawn under the Agreement and remaining balance; and (iv) a narrative summary of specific accomplishments and activities that occurred during this quarter relating to the Project. Failure to provide quarterly reporting required by County may result in delay or denial of payment.

If Municipality does not make any eligible expenditures during a quarter, the Municipality must still provide quarterly reporting required by County stating that no expenditures were made for the quarter and provide a short statement describing the reason and Project status as part of the Project Narrative.

i. Minimum Standards for Payment Requests. At minimum, all payment requests submitted by the Municipality must include sufficient detail for the County to confirm that the Municipality has only requested reimbursement of funding-eligible costs that were incurred by the Municipality in compliance with the terms of this Agreement. Reimbursement requests must include documentation demonstrating eligible expenditures, and at a minimum must include the following information:

- Formal invoice from Municipality (letterhead) for reimbursement of eligible expenses;
- Copies of vendor invoices;
- Vendor invoices should include the following information:
  - who is the expense for (Municipality of XYZ),
  - where was the service provided (Library branch name),
  - what service/item was provided (i.e. construction, furniture, computers),

- when did the service take place (delivery date or date range), and
- how much is the service/item (cost of the service or item);

if the information is not provided, or is not clearly stated, on the vendor invoice, the Municipality must include a memo providing the required information;

- Copies of vendor purchase orders; and
- Copies of cashed/cleared checks from the Municipality making payment to vendors.

Documentation must be complete and legible and must clearly describe the eligible expense. Municipality agrees that the minimum standards for payment requests noted in this Section may not in any way be construed or interpreted as being an exhaustive list of what the County may request or require in order to verify, validate, or approve any such request for reimbursement.

ii. Improper Payment Requests. The County reserves the right to withhold or deny payment on any reimbursement request, or terminate this Agreement, if such request: (1) is not timely submitted per the deadlines in this Agreement; (2) is incomplete, not accompanied by the requisite supporting documentation, or is otherwise deemed by the County to be unsatisfactory or insufficiently documented; (3) indicates expenditures that are not compliant with this Agreement; or (4) is inconsistent with the information provided by the Municipality in any progress reporting required under this Agreement.

iii. Sufficient Financial Resources. Municipality accepts that payment will be made by reimbursement and agrees to maintain sufficient financial resources to meet any expenses incurred by the Municipality during the period of time between when the Municipality makes a funding-eligible expenditure and when it receives reimbursement for such expenditure from the County. Such "sufficient financial resources" must include consideration of any delays that may be caused, whether foreseeable or unforeseeable, by the County processing payment and seeking additional supporting information or documentation to verify and validate the reimbursement requests received.

C. Procurement. Municipality will be solely responsible for procurement of goods and/or services related to the Project. The Municipality must comply with all applicable competitive procurement provisions contained within the Florida Statutes, including, if applicable, Section 255.0525, Section 255.20, and Section 287.055. If the competitive bidding/selection process is required for the completion of the Project, the County will have the right to review the competitive bidding/selection process used by the Municipality and will have the right to review all solicitation responses received. In the event the County determines that the Municipality's procurement process is insufficient, the County will require the Municipality to reject all bids and re-bid the Project. If the Municipality refuses to reject all bids and re-bid the Project, then the County will have the option to terminate this Agreement and will receive a return of all payments made from the County to the Municipality under this Agreement, if any.

D. Membership in the Lake County Library System. The Municipality will remain a member of the Lake County Library System during the Term of this agreement and for a period of ten (10) years following the date of Project Completion. For equipment and collections Projects, the date of Project Completion will be the date all eligible expenditures have been reimbursed under this Agreement; for construction related Projects, the date of Project Completion must be the date of final completion of all construction, as provided by a certificate of occupancy, or similar issuance, following reimbursement of all eligible expenditures under this Agreement. In the event the Municipality withdraws from the Lake County

Library System or does not renew its membership in the Lake County Library System within this period, the Municipality must repay the money granted under this Agreement on a prorated basis based on the number of years the Municipality was a member following Project Completion, as required by this Section. (For example, if a Municipality is required to remain a member for ten (10) years following Project completion but terminates its membership two (2) years following Project completion, the Municipality must repay eighty percent (80%) of the Funds provided.) This provision must survive the termination or expiration of this Agreement.

4. **Allowable Uses of Impact Fee Money.** The Municipality must use the impact fee money granted herein for the purposes set forth in Section 22-61, Lake County Code. By executing this Agreement, the Municipality certifies that the Project qualifies as a capital improvement which is required to accommodate demand placed on the Library resulting from new growth or development and is not being purchased to remedy an existing deficiency in library services, as such terms are defined within the adopted Lake County Comprehensive Plan, Capital Improvements Element.

5. **Effective Date, Term and Termination.** This Agreement will become effective upon the day of the last signature of the Parties ("Effective Date") and will remain in force for four (4) years following the Effective Date ("Term"). Either Party has the right to terminate this Agreement for cause with thirty (30) days written notice to the other; provided, however, that in the event of termination by the County, the Municipality will be entitled to reimbursement of purchases relating to the Project up to and including the day of termination, as long as such purchases qualify for impact fee money. **In the event Municipality does not initiate the Project or request reimbursement of Funds within four (4) years after the effective date of this Agreement, the Agreement shall be considered null and void**.

6. **Indemnification.**

A. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either Party of sovereign immunity or statutory limitations on liability including, but not limited to, sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Florida Statutes, as amended.

B. This provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement to the extent allowed for by Florida law. Nothing contained herein shall be construed as an admission of liability on the part of either Party.

C. The Parties expressly retain all rights, benefits, and immunities of sovereign immunity. Nothing will be deemed as a waiver of immunity or the limitations of liability of either Party beyond any statutory limited waiver of immunity or limits of liability and, as between the Parties hereto, the express written terms of this Agreement. Nothing will inure to the benefit of any third-party for the purpose of allowing any claim against either Party, which would otherwise be barred under the law.

7. **Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein will be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

8. <u>Notices</u>.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either Party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

<u>COUNTY</u>
County Manager
P.O. Box 7800
Tavares, Florida 32778-7800

With copies to:
Director
Office of Library Services
P.O. Box 7800
Tavares, Florida 32778-7800

County Attorney
P.O. Box 7800
Tavares, Florida 32778-7800

<u>MUNICIPALITY</u>
City of Eustis
P.O. Drawer 68
10 North Grove Street
Eustis, Florida 32726

With a copy to:
Director
Eustis Memorial Library
20 North Center Street
Eustis, Florida 32726

B. All notices required, or which may be given hereunder, will be considered properly given if personally delivered, sent by certified United States mail, return receipt requested, or sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other Parties or addresses to which notice shall be sent by notifying, in writing, the other Party in a manner designated for the filing of notice hereunder.

9. <u>Default and Opportunity to Cure.</u> If either Party fails to keep, observe, or perform any provision of this Agreement, the breaching Party shall be deemed in default. In the event of default of any of the terms and conditions contained herein by either Party, the non-defaulting Party must provide written notice to the defaulting Party. The defaulting Party shall have the opportunity to cure the defect within thirty (30) days of receipt of the written notice. Thereafter, if the defaulting Party fails to correct the identified default on or before the expiration of the stated time, the non-defaulting Party may declare this Agreement in default.

A. A default by the Municipality shall consist of any use of Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Funds in a timely or proper manner.

B. If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

i. Upon a written request from Municipality setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or

ii. Terminate this Agreement by written notice thereof; or

iii. Take such other action, including, but not limited to, requiring additional conditions under this Agreement; temporarily withholding cash payments pending correction of the deficiency by the Municipality; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Project; withhold further awards for the Project; declare the Municipality ineligible for any further participation in the County's contracts; or take other remedies that may be legally available.

iv. If the County terminates this Agreement for cause, Municipality must return all unused Grant Funding provided to Municipality under this Agreement by the County.

C. Costs Not Allowed After Default. Costs resulting from obligations incurred by the Municipality during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or provides subsequent authorization in writing. Other Municipality costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

i. The costs result from obligations which were properly incurred by the Municipality before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and

ii. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. No Limitation. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the Parties under law or in equity which may now or in the future be applicable.

10. Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be construed in accordance with the Laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Lake County, Florida. The Parties agree that arbitration will not be used as a means of dispute resolution under this Agreement. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT A PARTY MAY HAVE TO A JURY TRIAL IN ANY ACTION OR PROCEEDING PERTAINING TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

11. Public Records. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the Parties.

12. Recordkeeping.

A. The Municipality must maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement.

B. In the event the County determines that such records are not being adequately maintained by the Municipality, the County may cancel this Agreement in accordance the terms herein.

C. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County may require. The Municipality will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment, and other data relating to all matters covered by this Agreement. The County must provide notice of its intent to inspect records to the Municipality at least three (3) business days in advance.

D. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. The Municipality must retain all records and supporting documentation applicable to this Agreement for a period of five (5) years after all funds have been expended or returned to the County unless a retention schedule under GS1-SL provides for a greater retention period, then the greater retention timeframe shall control. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

E. This Section shall survive the expiration or earlier termination of this Agreement.

13. **<u>Right to Audit.</u>** The County reserves the right to require the Municipality to submit to an audit by any auditor of the County's choosing. The Municipality must provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Municipality must retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. The Municipality agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

A. Intentionally Omitted.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Municipality to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Municipality. Any adjustments or payments which must be made as a result of any such audit or inspection of the Municipality's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Municipality.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the Municipality in performance of any work under this Agreement.

14. **Recapture of Funds**. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any Funds provided under this Agreement if the Project is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, Municipality is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if Municipality is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

A. Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

C. The County's determination that an expenditure is eligible does not relieve the Municipality of its duty to repay the County in full for any expenditures that are later determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

D. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant to **Section 8 Notice** requirements and this Agreement.

E. The Municipality has responsibility for identifying and recovering Funds that were expended in error, disallowed, or unused. The Municipality will also report all suspected fraud to the County.

15. **Reversion of Assets**. Within thirty (30) days following the expiration or termination of this Agreement, the Municipality must transfer to the County any Funds on hand at the time of expiration or termination of this Agreement if the Funds have not been expended on eligible costs.

16. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

17. **Severability.** In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses, or words of this Agreement, and this

Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, clause, or word did not exist.

18. **Construction.** This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledge that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Interlocal Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

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

20. **Assignment.** Neither Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

22. **Entire Agreement.** This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement must be made via written addendum and must be signed by both Parties to be binding. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

Exhibit A.....................Application for Impact Fees and Project Description (21 pages).

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and the City of Eustis, Florida, signing by and through its Mayor.

MUNICIPALITY

CITY OF EUSTIS, FLORIDA

____
Emily A. Lee, Mayor

This ____ day of ______________________, 2026.

ATTEST:

____
Christine Halloran, City Clerk

Approved as to form and legality:

____
Taylor Tremel, City Attorney

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

____
Leslie Campione, Chairman

This ______ day of ____________________, 2026.

ATTEST:

____
Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form & legality:

____
Melanie Marsh, County Attorney

EXHIBIT A

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

Appendix A

Lake County Library Impact Fees
PROJECT APPLICATION
Application Deadline: March 1

1. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

City of Eustis

B. APPLICANT ADDRESS

Street 10 N Grove Street PO Box if applicable ____________

City Eustis Zip Code 32726

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. ☐ County library impact fee is assessed within municipality, or

   ☑ Municipality collects local library impact fee which is equal to or greater than county library impact fee, or

   ☐ Municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.

2. ☑ Municipality has a library which is a member of the Lake County Library System (LCLS), or

   ☐ Is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)

Tom Carrino, City Manager

Signature	Name and Title

2. LIBRARY INFORMATION

A. NAME OF LIBRARY Eustis Memorial Library

B. LIBRARY ADDRESS ☑ Current ☐ Future

Street 120 N Center Street City Eustis Zip 32726

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

3. PROJECT MANAGER (Library Director)

A. Name Ann Ivey Telephone 352-357-5302

Fax ____________ E-mail iveya@eustis.org

4. TYPE OF PROJECT

A. [✔] CONSTRUCTION

[✔] Design & Engineering [ ] New Building [✔] Expansion

B. _____COLLECTIONS

_____System-Wide

C. [ ] TECHNOLOGY (System-wide projects only.)

D. _____EQUIPMENT

5. THIS PROJECT IS INCLUDED IN (PLANNED PROJECTS): (Maximum of 5 points) (Mark all that apply)

[✔] City or County Capital Improvement Plan
[ ] Lake County Library System Long Range Plan of Service
[ ] Lake County Library System Annual Plan of Service
[ ] Other (Describe)____________

6. COST OF TOTAL PROJECT (Estimated) $2.25 million

7. AMOUNT REQUESTED (Maximum of 10 points) $500,000

8. PERCENT OF PROJECT ELIGIBLE FOR IMPACT FEES 100%

9. PRIMARY SOURCE OF IMPACT FEES: (Maximum of 10 points)

[ ] Applicant contributes to countywide library impact fee fund (10 points)
[✔] Applicant collects and retains impact fees locally (-10 points)

10. PRIOR PROJECT SUBMISSIONS (Maximum of 10 points)

A. Is this a new project request:

[ ] Yes (skip to section 11)
[X] No (complete Sections 10.B and 10.C)

B. Year(s) requested: **2024** Was the project previously approved by the Library Advisory Board?

[X] Yes _____No

If Yes, what year(s) was the project approved: 2024-25

C. Has project previously received funding from library impact fees?

X___Yes ☐No

If Yes, was the project request X___partially or ______fully funded?

Year/s 2024-25 Amount **$30,000 or 50% of cost which equaled $12,500**

PROJECT NARRATIVE – (Include as an attachment; no more than 3 pages. Maximum of 35 points)

a. **Brief project description.** (5)
Include project history and expected outcomes of the completed project. For construction projects, include a walkthrough of the facility, including the programmatic layout. For collection and equipment projects, outline expected use and how project will be supported after acquisition.

b. **Justification for use of impact fees.** (5)
What is the historical growth and expected growth in the service area of the project? Why are impact fees justified? How is this an expansion of capacity and not addressing a deficiency? How is this project sustainable in your budget? How will this project effect staff?

c. **Describe need for project.** (5)
Provide statistics and anecdotal information supporting the need. For collection projects, describe the gaps in the local collection, the system collection or areas of future growth that will be met by the project? What is the need for expansion or new construction? What expansion of capacity will the requested equipment provide?

d. **Describe the project's benefit to the local community.** (5)
How will the local community benefit from this project? What are the desired outcomes for the local community? How will the local community use the project? How will the project contribute to new or improved services?

e. **Describe how the project will benefit county-wide library service.** (10)
What new or expanded services will be provided to the Lake County Library System cooperative and/or County residents? How does this project address expansion of capacity?

f. **Provide an itemized cost estimate for equipment requests** (for equipment grants only) (5)

11. INITIAL YEAR OF PARTICIPATION IN THE COOPERATIVE 2019

12. COMPLETED BY: Ann Ivey, Library Director **DATE:** 1/2026

RETURN THIS FORM TO: DIRECTOR OF THE LAKE COUNTY OFFICE OF LIBRARY SERVICES
418 W. Alfred St., Suite C, Tavares, FL 32778

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

Staff Use Only

Project Rating____________________________ Project Ranking _________________
Recommended Level of Funding ____
Approved Level of Funding ____
Comments ____
____
____

11. Project Narrative

a) The City of Eustis is requesting $500,000 for Phase 2 of our library meeting room expansion to include design, engineering, construction, furniture, and equipment. This project was approved in our FY 24/25 CIP and is currently in our Capital Improvement Plan for FY 25/26. Although originally thought to be an addition expansion, due to some existing infrastructure which would have made the external expansion costly, the approved design called for an expansion within existing space that will be reconfigured. This expansion would redesign the meeting room at the south end of the building as well as take over spaces that we have been unable to open to the public due to limited or unsecure access. This project is not eliminating any current public spaces, but is taking various, smaller and difficult to access spaces to make them accessible to the public. The square footage of the community room currently is 850 and we plan to double the meeting room space to expand to 1,732 square feet.

Current industry standards for library construction are estimated at $400 to $450 per square foot with design and construction plans estimated at 10% of the total project costs. As with most construction projects, this range can vary significantly at any given time. The proposed design would reconfigure our current children's room in order to double the square footage of the community room. This accounts for 4,500 of the 5,300 square foot project.

For the proposed expansion, using the average of $425 per square foot the total estimated cost is $2.25 million, 1.9 million would include the community room and children's area. This expansion will allow dedicated public meeting room space available to all County residents. As the space doubles inside it will have large windows and a separate entrance to use after hours. The children's area will see a slight increase in square footage as well as an improved layout and direct access to the meeting room for programming.

Phase one of this project we requested $30,000 for design plans of a possible $60,000 cost and were able to spend as little as $25,000 on the design of which we were reimbursed $12,500. This application is requesting 500,000 for the construction documents, engineering, equipment, furniture and the initial construction of this redesign.

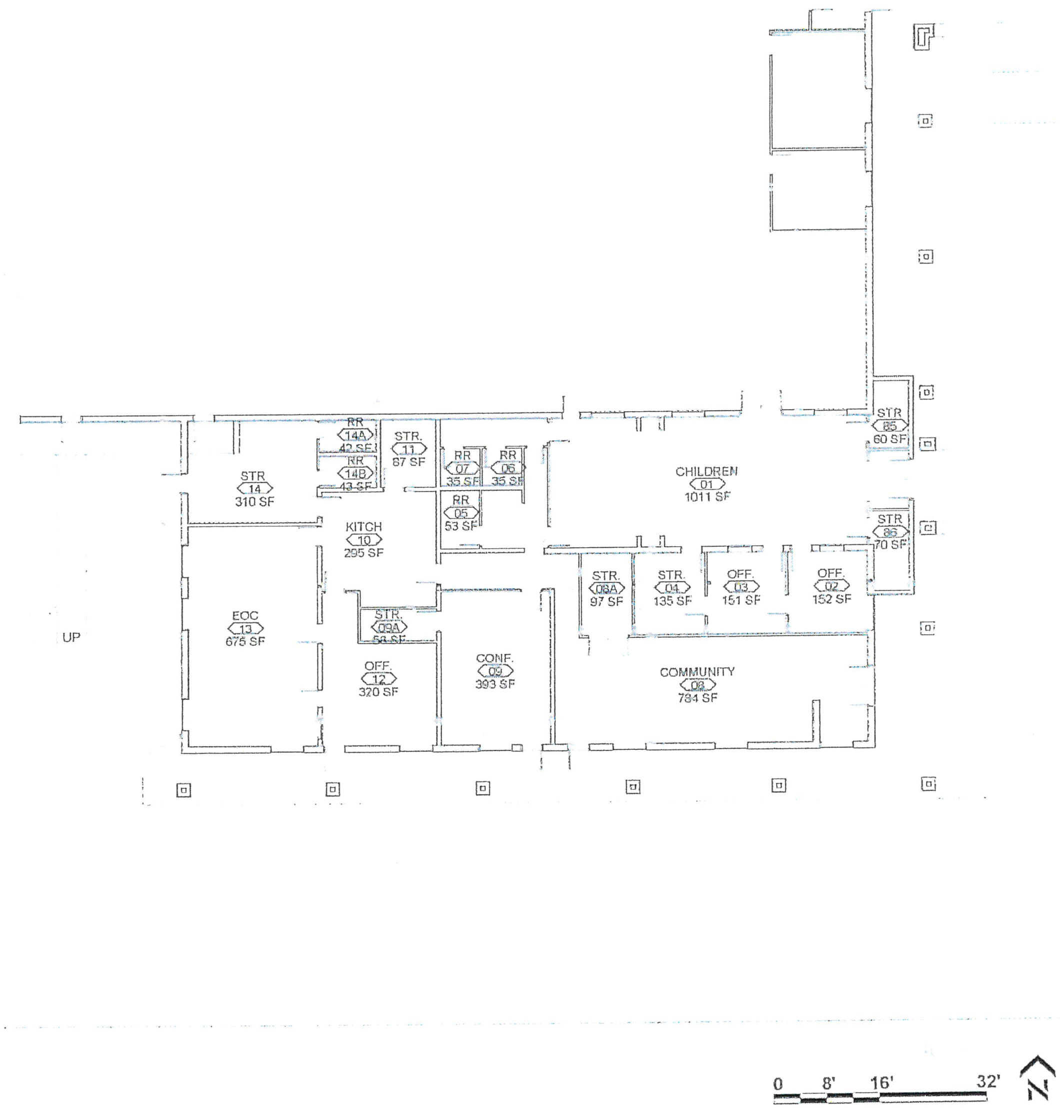
b) The City of Eustis has several neighborhood developments planned that will allow in excess of 2,200 new homes in the next 5 years. (this number tripled since phase one of the project began 2 years ago.) On average, 115 businesses have registered their companies with the city each of the last 3 years. Additionally, the city's population is expected to grow to 31,000 residents by 2030.

c)The Eustis Memorial Library was established in 1902. The library was housed at two different locations before settling in its current address at 120 N. Center Street in 1985. The library is 25,000 square feet in total but the existing service area and public areas are less than 19,000 square feet. Due to the unique design of the building, which was once a Winn Dixie grocery store, the layout is not optimal for large meeting room space. Due to space limitations, we have been unable to provide community services such as early voting and free tax help.

In October 2019, the City of Eustis partnered with the Lake County Library system to serve all Lake County residents. Our city population at the time was 21,000 and we opened up our doors to all county residents which was over 350,000. Our population now exceeds 23,000 and the County's overall population increased to 390,000. Our circulation of items has risen in 10,000 increments annually since this partnership began. We transfer over 1,700 items a month to other libraries. Library card holders were just over 4,000 and are now 7,686. In FY 23 38.4 % of our circulation were for patrons outside the city limits. In addition to the increase in circulation, our library programs have increased by 100% and attendance by 150%. In FY 24 we saw an increase of 1,283 more attendees to the 67 additional programs we offered.

d and e) Expansion of this space would help meet the demand of our continually increasing library program attendance and will also allow us to provide a **new** multi-purpose public meeting room space that will meet the needs of the community and expand the seating capacity to over 100. This space would allow us to offer a **new service** to have meeting room space available to both City and County residents and would adhere to the LCC 33 policies. The County Administration, the Library Advisory Board and Library Directors as well as civic groups and clubs would have access to this new space in addition to all of the Eustis Library programming.

EXISTING PLAN:



KMF ARCHITECTS

EUSTIS

(EXISTING PHOTOS)


CONFERENCE


STAFF LOUNGE

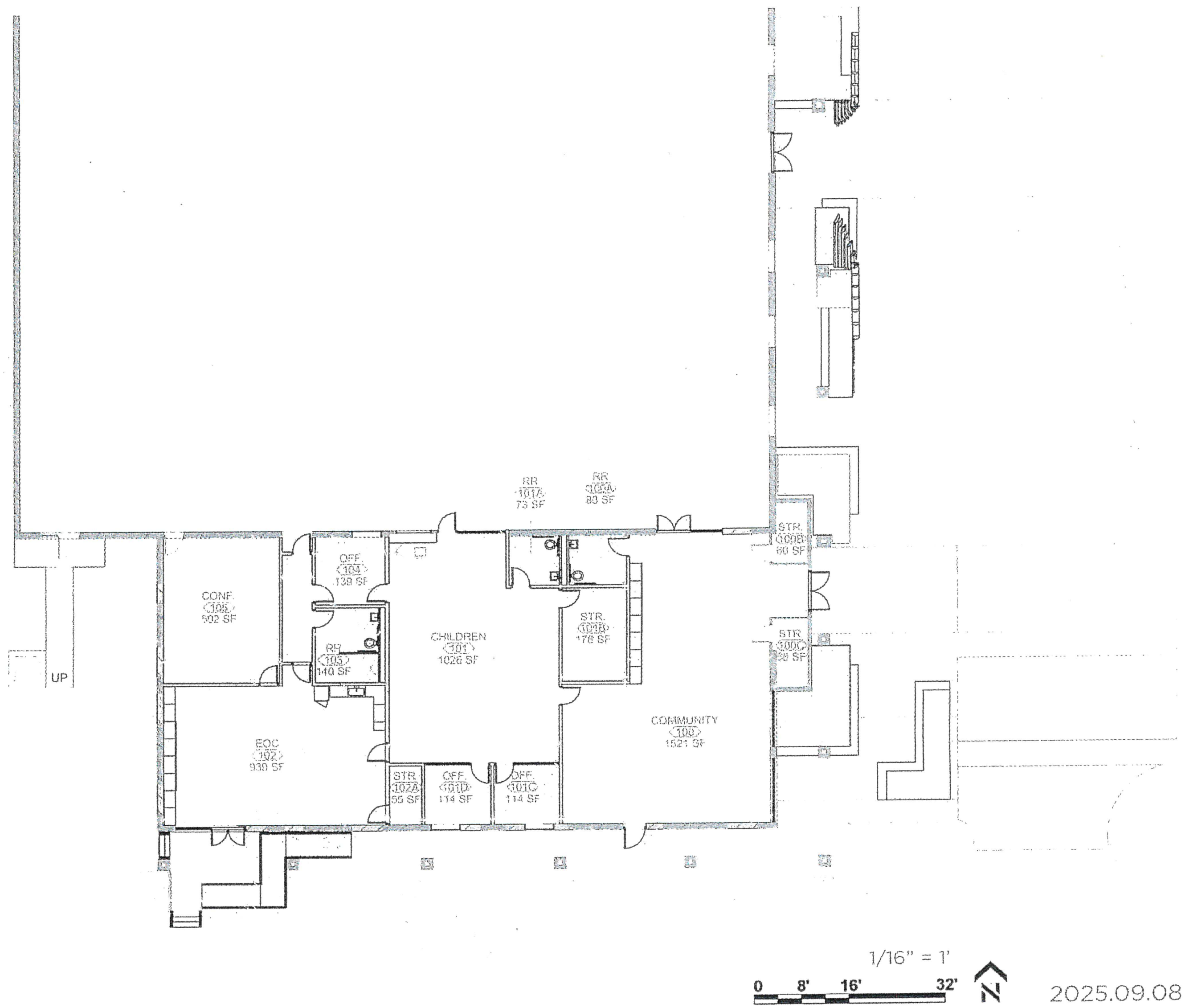

COMMUNITY ROOM


EOC


KITCHENETTE

KMF
ARCHITECTS

Approved Plan

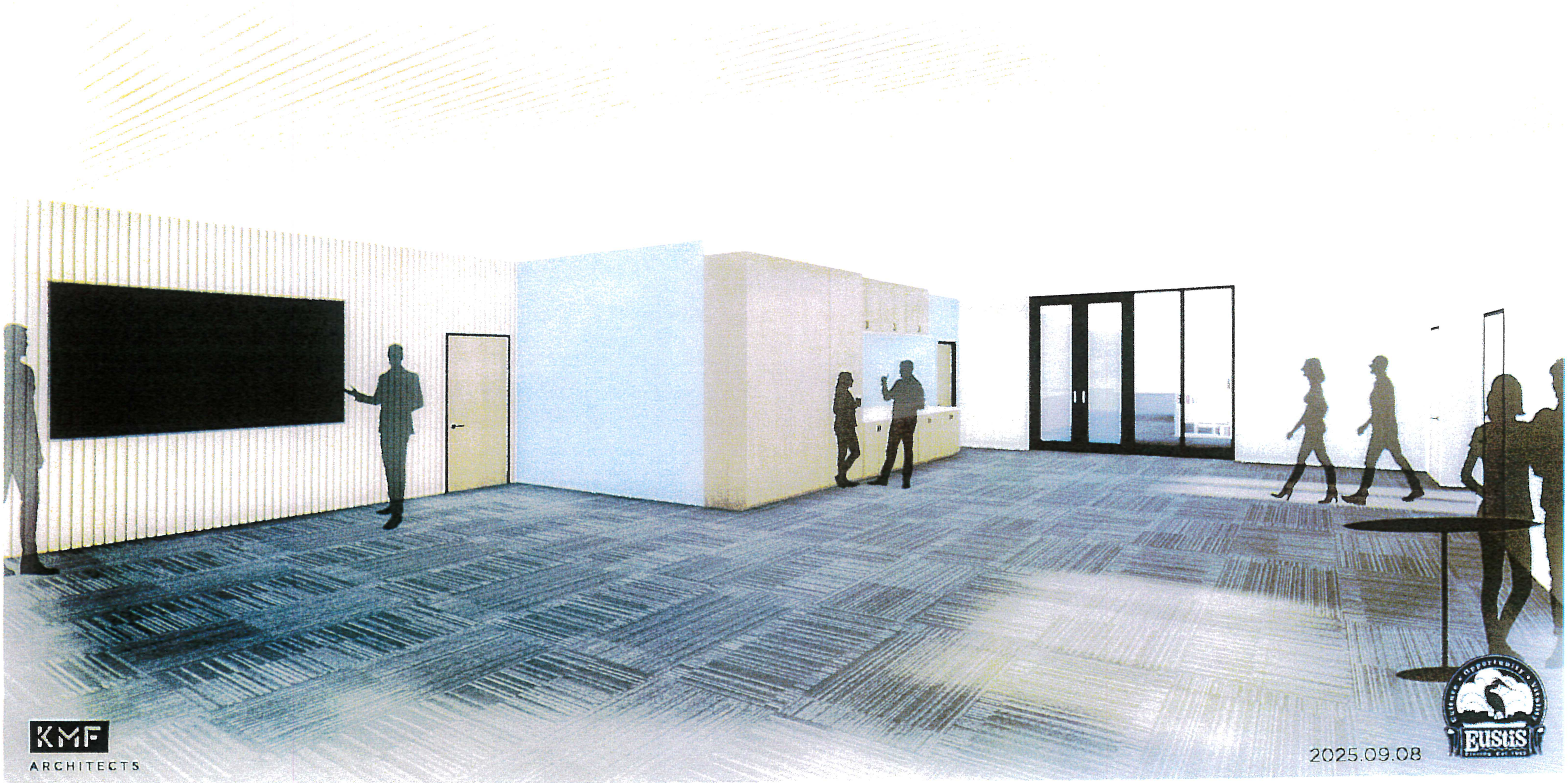


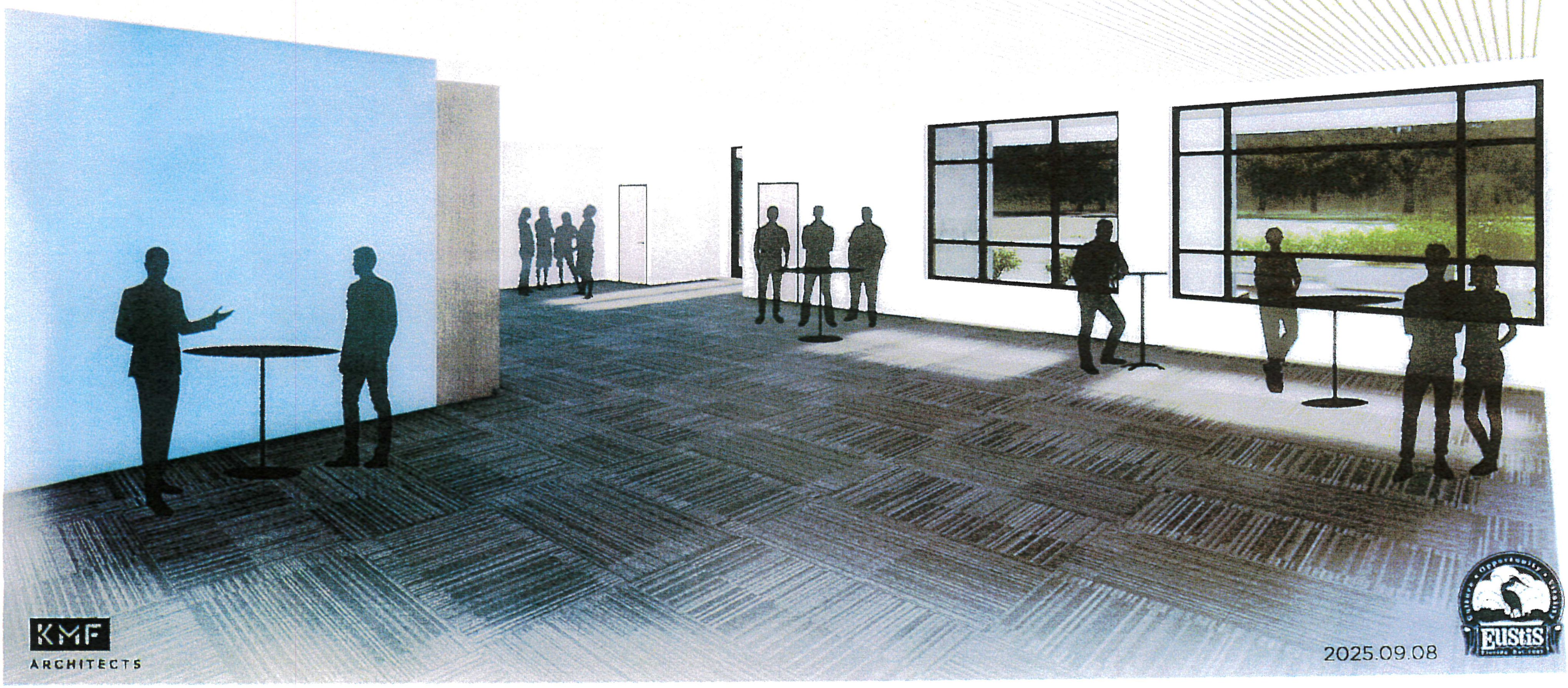
2025.09.08

KMF ARCHITECTS

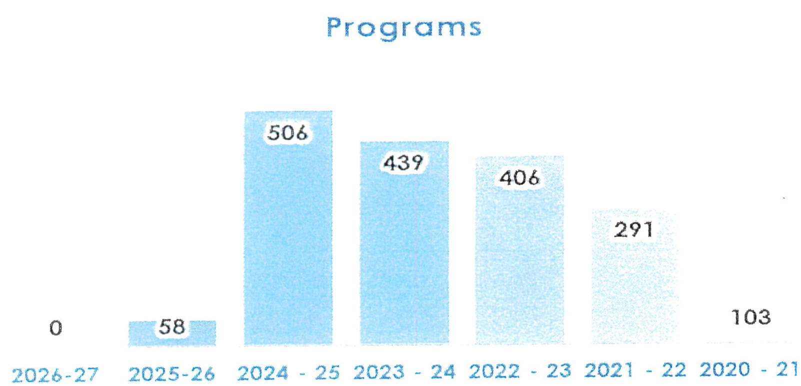
EUSTIS

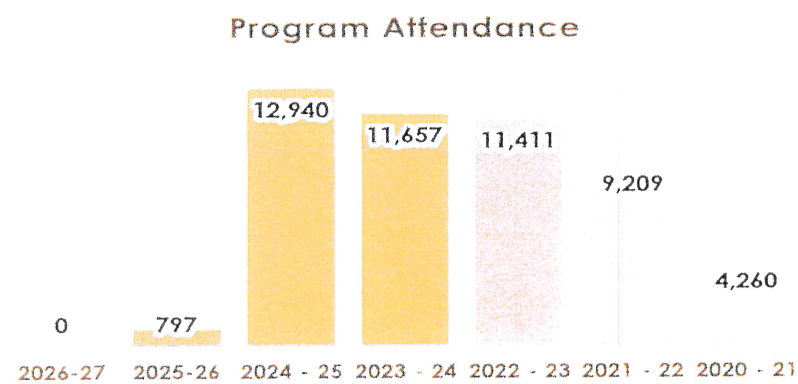

KMF
ARCHITECTS
2025.09.08
Eustis


KMF
ARCHITECTS
2025.09.08
EUSTIS


KMF
ARCHITECTS
2025.09.08
EUSTIS

	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	**FY 24-25 YTD**	**FY 23-24 YTD**
PROGRAMS														
ADULT	21	13	13	13	17	17	19	18	16	15	15	17	194	166
JUVENILE	26	23	22	25	30	25	26	25	26	31	27	26	312	273
TOTAL	47	36	35	38	47	42	45	43	42	46	42	43	506	439
ATTENDANCE														
ADULT	231	96	219	113	345	308	290	307	599	429	233	276	3446	3759
JUVENILE	868	484	577	552	520	591	573	481	1891	869	1019	575	9000	7772
CIRC							136	346			12		494	126
TOTAL	1099	580	796	665	865	899	999	1134	2490	1298	1264	851	12940	11657





CITY OF EUSTIS
CAPITAL PROJECT/EQUIPMENT REQUEST - FIVE YEAR CIP (>$25,000)
FORM F-300

DEPT / FUND	010 - Sales Tax Fund	PROGRAM:	8600 - Projects
PROJECT NAME:	Library Expansion	ACCT1#:	
PROJECT STATUS:	New Project	ACCT2#:	
		ACCT3#:	

PROJECT DESCRIPTION AND JUSTIFICATION:
Expand the library on the south side to add additional 800sf for conference space and offices. This will be a $2M multi-year project to be funded $1M thru Sales Tax and $1M thru library grants.

PROJECT ADDITIONS / CHANGES JUSTIFICATION
New project

PURPOSE OF PROJECT:

	Extend life of existing infrastructure		Replace existing vehicles or equipment
	Replace existing infrastructure		New vehicles or equipment
x	Expand infrastructure		Capital improvements
	Software as a Service agreement		Strategic plan /comp plan bonus

ESTIMATED COST BY YEAR:

	Current Year FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	5 YR TOTAL
Land Acquisition							-
Planning							-
Design							-
Architecture/Engineering							-
Site Development/Construction		1,000,000	1,000,000				2,000,000
Equipment,Vehicles, Etc							-
Contingency							-
Other							-
Project Additions/Changes							-
TOTAL	-	1,000,000	1,000,000	-	-	-	2,000,000

PRIORITY:			Timetable
	Risk	Safety concern, hazardous condition, compliance, non-functional, etc	First Year
	Return on Investment	Highly visible, benefit outweighs cost over short period, economic	1 - 3 Years out
	Service Level Maintenance	Maintains City desired level of service	2 - 5 Years out
	Service Level Improvement	New or improved service to meet demand	As Budget Allows

EFFECTS ON ANNUAL OPERATING BUDGET:

	Current Year	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	5 YR TOTAL
Change - Fuel Costs	-	-	-	-	-	-	-
Change - Utility Costs	-	-	-	-	-	-	-
Change - Maintenance Costs	-	-	-	-	-	-	-

PROPOSED FUNDING SOURCE(S):
1) 010 - Sales Tax Fund
2)
3)

PROJECT OR EQUIP LOCATION:

POTENTIAL GRANT FUNDING SOURCE IF APPLICABLE: *(List source and matching requirements)*

50/50 match withCounty Library grants expected

PROJECT LEAD NAME & CONTACT INFO (ADDITIONAL PROJECT INFO AS NEEDED)
Rick Gierok - Utility / PW Director

From: Clark, Alexis
To: Platt, Lindsay
Cc: Parrott, Tammy; Dixon, Destiny; Atkinson, Nova
Subject: RE: Impact fee clarification
Date: Friday, April 24, 2026 12:17:00 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

You are welcome to share this with her.

Thanks!

ALEXIS CLARK
Assistant County Attorney

COUNTY ATTORNEY'S OFFICE

A 315 W. Main St., Ste. 335, Tavares, FL 32778
P 352-343-9787 | **F** 352-343-9646
E alexis.clark@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Platt, Lindsay <lindsay.platt@mylakelibrary.org>
Sent: Friday, April 24, 2026 12:12 PM
To: Clark, Alexis <alexis.clark@lakecountyfl.gov>
Cc: Parrott, Tammy <tammy.parrott@mylakelibrary.org>; Dixon, Destiny <destiny.dixon@lakecountyfl.gov>; Atkinson, Nova <nova.atkinson@lakecountyfl.gov>
Subject: RE: Impact fee clarification

Thank you, Alexis. Would you like me to share any of this with Ann or do we wait for your official memo?

LINDSAY PLATT, MLIS
Associate Director

OFFICE OF LIBRARY SERVICES

A 418 W. Alfred St., Suite C, Tavares, FL 32778
P 352-253-6169 **C** 352-801-6728
E Lindsay.platt@mylakelibrary.org | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Clark, Alexis <alexis.clark@lakecountyfl.gov>
Sent: Friday, April 24, 2026 12:09 PM
To: Platt, Lindsay <lindsay.platt@mylakelibrary.org>
Cc: Parrott, Tammy <tammy.parrott@mylakelibrary.org>; Dixon, Destiny <destiny.dixon@lakecountyfl.gov>; Atkinson, Nova <nova.atkinson@lakecountyfl.gov>
Subject: RE: Impact fee clarification

Hi Lindsay,

It looks like you did and I missed it. The amount of funds requested is more than is eligible for impact fee funds. It appears that they used the total new square footage, rather than the added square footage, for their updated request.

I reviewed the math for the meeting room expansion:

1521 sq-ft (new total) – 808 sq-ft (existing) = **713 sq-ft (additional)**

(713 sq-ft) x ($221.51 / sq-ft**) = $157,936.63**

Because renovations are not eligible for impact fee funding, only the additional square footage *added* to the meeting room by the renovation (713 sq-ft) is eligible for impact fee funds; not the total new square footage of 1521 sq-ft. This totals $157,936.63. Similarly, because the changes in square footage to the restrooms and children's rooms are negligible, these are considered renovations and are not eligible for impact fee funds.

Based on this information, I can process their request, but the amount of funds awarded will be limited to $157,936.63.

Please let me know if you have any questions.

Thanks,

ALEXIS CLARK
Assistant County Attorney
COUNTY ATTORNEY'S OFFICE

A 315 W. Main St., Ste. 335, Tavares, FL 32778
P 352-343-9787 | **F** 352-343-9646
E alexis.clark@lakecountyfl.gov | **W** www.lakecountyfl.gov

__NOTE:__ Florida has a very broad public records law.
Your email communications may be subject to public disclosure.

From: Platt, Lindsay <lindsay.platt@mylakelibrary.org>
Sent: Friday, April 24, 2026 11:31 AM
To: Clark, Alexis <alexis.clark@lakecountyfl.gov>
Cc: Parrott, Tammy <tammy.parrott@mylakelibrary.org>; Dixon, Destiny <destiny.dixon@lakecountyfl.gov>
Subject: FW: Impact fee clarification

HI Alexis,

Did I send this response from Ann concerning Eustis Impact Fee? I called her and asked her to provide the cost of the additional square footage of the community room. She believes the question is answered below. Please let me know if I am misunderstanding.

Lindsay

LINDSAY PLATT, MLIS
Associate Director

OFFICE OF LIBRARY SERVICES

A 418 W. Alfred St., Suite C, Tavares, FL 32778
P 352-253-6169 **C** 352-801-6728
E Lindsay.platt@mylakelibrary.org | **W** www.lakecountyfl.gov

---

From: Ivey, Ann <iveya@Eustis.org>
Sent: Friday, April 10, 2026 12:01 PM
To: Platt, Lindsay <lindsay.platt@mylakelibrary.org>; Springer, Michael <michael.springer@mylakelibrary.org>
Cc: Janowicz, Keith <JanowiczK@eustis.org>
Subject: RE: Impact fee clarification

Lindsay and Michael,

Responses in blue below. I was overestimating before without having enough information at the application deadline. I waited until today so that I would have accurate numbers. I hope this clears everything up. Please do not hesitate to contact me with any questions or concerns. Thank you.

Ann

From: Platt, Lindsay <lindsay.platt@mylakelibrary.org>
Sent: Monday, March 30, 2026 1:06 PM
To: Ivey, Ann <iveya@Eustis.org>
Cc: Springer, Michael <michael.springer@mylakelibrary.org>
Subject: Impact fee clarification

Ann,

The county attorney is going over the impact fees. She noted a discrepancy between the square footage in your narrative notes. She notes four questions below. Will you please clarify so the attorney can move forward with her opinion:

First, the narrative states that the reconfiguration will double the community/meeting room from 850sq-ft to **1,732sq-ft**, however the plans provided in the application package only show an increase to **1521sq-ft**. Would you please seek clarification on the difference in numbers in the narrative vs the plans – which is correct?

CURRENT (784sqft)
PROPOSED (1521sqft)

The current square footage in the original diagram was not accurate. The current square footage in the narrative was over estimated. The current square footage is 808 sq-ft. We still plan to go to 1521 sq-ft which is 95.5% increase. I have attached a correct map of existing space for clarification.

Second, it appears that they are claiming reconfiguration of the public spaces account for ¾ of the project ("4,500 of the 5,300 sq-ft project"). However, when you add up the public and non-public areas on the plans, it looks like the non-public areas are going from 2870sq-ft to 2310 sq-ft **(-560sq-ft)** while the public areas are going from 1910sq-ft to 2700sq-ft **(+780sq-ft)** (the applications are not perfectly legible, so the math seems a bit off and has been rounded). It looks like it is roughly half.

Impact fees cannot be used for costs associated with the non-public areas of the project. Would you please have them provide the before and after square-footage for public vs non-public areas and what costs are attributable to each? It is not clear in the application.

We originally planned to double the community room space by adding on to the building creating new construction space. As was mentioned in the narrative, some existing infrastructure made the external addition to costly. The approved planned allowed for **the expansion** of space to the community room while reconfiguring adjacent spaces. **We are only seeking funding through impact fees for the cost of the expansion of the meeting room**

space.

Third, would you please ask where they sourced their construction costs from? Is this accurate for renovation/reconfiguration of existing space vs new construction? What does this cost include?

As of today we received the actual price estimate for the entire project prepared by our architect, Conklin Porter & Holmes utilizing the RS Means cost estimating program. The total cost with contingencies is $1,221,176.45 and the gross square footage is 5513 square feet, thus price per square foot is $221.51. This includes the entire project : equipment construction, materials, and finishes.

Finally, library impact fees cannot be used to address deficiencies (ie: "repair, replacement, or renovation," see LCC-63 and Sec. 22-59(9)). If they are adding 780sq-ft at $425/sq-ft, this is ~$332k for the ***new*** square footage (+740 to Community Room; as well as +15 to Children's Room and +30 to Restrooms – Note: there is not a significant increase in sq-ft for either the Children's Room or Restrooms, sounds like a renovation rather than expansion). What portion of the project budget is attributable to the *expansion* of public areas vs. renovation of public areas or the reconfiguration/renovation of non-public areas?
With our most recent estimate, that would account for approximately 27.6% of the entire project. The meeting room cost is 27.6% of $1,221,176.45 which equals $337,044.58.

With this new estimate which was not available at the deadline of the application, **we are now requesting $337,044.58 of impact fee dollars.**

Thank you

Ann Ivey
Library Director

Thank you,
Lindsay

LINDSAY PLATT, MLIS
Interim Director

OFFICE OF LIBRARY SERVICES

A 418 W. Alfred St., Suite C, Tavares, FL 32778
P 352-253-6169 **C** 352-801-6728
E Lindsay.platt@mylakelibrary.org | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

City of Eustis

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

TO: Eustis City Manager

FROM: Rick Gierok, Interim City Manager

DATE: August 6, 2026

RE: Second Reading of Ordinance Number 2026-28: Annual Update of the Five-Year Capital Improvements Schedule of the Comprehensive Plan Fiscal Year 2026/2027 - 2030/2031

Introduction:

This report seeks final acceptance of the City of Eustis Five-Year Capital Improvement Plan (CIP) FY 2026/2027 – FY 2030/2031. Ordinance Number 2026-28 approves the FY 2026/2027 – FY 2030/2031 annual update of the Five-Year Capital Improvements Schedule of the Comprehensive Plan under F.S. 163.3177(3)5(b). City Commission held a workshop on May 22, 2026. The first reading of the Ordinance was approved by the City Commission on July 16, 2026. Second approval of this Ordinance will formally adopt the City's proposed Five-Year Capital Plan for FY 2026/2027 – FY 2030/2031.

Background:

The Five-Year CIP identifies capital improvement needs for the City of Eustis. The plan includes major capital projects and acquisitions of over $25,000 with a useful life of five or more years.

Department Directors provided updated information on projects previously submitted for the CIP as well as new project needs and evaluated those projects based on current economic conditions, requirements of the Comprehensive Plan, requirements to implement the City's Strategic Plan, the need to expand City service levels and the need to meet renewal and replacement demands on existing infrastructure. Projects were prioritized based on the following criteria:

1. Risk
   a. Eliminates a current or future safety concern
   b. Addresses a hazardous condition
   c. Replaces or updates equipment or facilities that are not efficient or functionally serving their intended purpose
   d. Meets pending compliance requirements from other agencies
   e. Maintains City assets at a level adequate to protect the City's investment and minimize future maintenance and replacement costs (This would include Comprehensive Plan service level deficiencies)

2. Return on Investment
   a. Highly visible projects
   b. The benefit of the project outweighs the cost of the project within a short period of time

c. Project has the potential to generate economic development

3. Level of Service Maintenance
    a. Projects that need to be completed to maintain the City's desired service levels

4. Improved Level of Service
    a. Projects that provide a new service or improve the current level of service based on increased demand

There are currently many revenue variables at play with the potential change to the State's property tax structure. New revenue sources will be evaluated in the upcoming year. The Finance Department used a conservative approach to forecast capital revenue by analyzing collections for the past five years for trends and economic fluctuations. Generally speaking, the anticipated revenue and expenditures were budgeted as follows:

- Revenue projections for Street Improvements, Building and Impact Fees include a 3% annual increase for FY 2027/2028 – 2030/2031.
- Water & Sewer miscellaneous service revenue projections were also based on a 3% annual increase. However, a rate study is currently being conducted, and miscellaneous rates may be increasing sometime during FY 2026/2027.
- Sales Tax and Water & Sewer Utility Service revenue projections include a 4% increase per year for FY 2027/2028 – 2030/2031 based on growth projections.
- CRA revenue projections were increased to reflect the Property Appraiser's July 1 taxable value estimate. CRA revenues include a 5% increase per year for FY 2027/2028 – 2030/2031.
- Stormwater revenue projections include an 8% increase per year. Similar to Water & Sewer revenues, rates are under review and may be revised during FY 2026/2027.
- Going forward, expenditure projections include a 5% annual increase for all funds for FY 2027/2028 – FY 2030/2031 due to inflation.

Some of the major projects included in the plan are the following:

PW Facilities / Fire Station #3	3,000,000	Over 1 Year
Sewer Impact / Debt Service 2016 Bonds	2,758,400	Over 5 Years
Transp / Street Resurfacing	2,390,000	Over 5 Years
EPD / Vehicle Replacements	1,800,000	Over 5 Years
Water / Ground Storage Tank	1,700,000	Over 1 Year
Sewer Impact / Debt Service SRF	1,668,925	Over 5 Years
PW Facilities / Building Improvements	1,619,000	Over 5 Years
EPD / Axon BodyCam/Taser Renewal	1,600,000	Over 5 Years
Sewer / CR 44 Force Main, Phase II	1,600,000	Over 1 Year
Sewer / Process & Clarification Tank Rehab	1,520,000	Over 2 Years
CRA / Downtown Implementation Plan	1,500,000	Over 3 Years
Sewer / New Lift Station Generators	1,290,000	Over 5 Years
Water / Heathrow WTP Ground Storage Tank	1,160,000	Over 2 Years
Water / Water Meter Rebuild & Replace Prog	1,140,000	Over 5 Years
Fire IF / Engine for New Fire Station	1,000,000	Over 1 Year
CRA / Debt Service	992,500	Over 5 Years
Sewer / Infiltration & Intrusion	950,000	Over 5 Years
Water / Pine Meadows Main Replace	900,000	Over 2 Years
WCS / ERP System	850,000	Over 1 Year
Sewer / Bates Ave. Plant Generator Overhaul	800,000	Over 1 Year

○ Sewer / Master Lift Station Upgrade	800,000	Over 1 Year
○ Sewer / Lift Station 7 Expansion	800,000	Over 1 Year
○ Parks & Rec / Lake Willie Walk Expansion	700,000	Over 1 Year
○ Water Impact / New Water Meter Service Sets	690,000	Over 5 Years
○ Utility Admin / Officer Build-Out at 21 N Grove	660,000	Over 1 Year
○ Sewer / Tertiary Filter	660,000	Over 2 Years
○ IT / Security Cameras	610,000	Over 5 Years
○ Water / Magnolia Ave. Galv. Main	600,000	Over 2 Years
○ FIN / ERP System	600,000	Over 1 Year
○ Sewer / Lift Station Submersible Pumps	575,000	Over 5 Years
○ Sewer / Lift Station 5 Upgrades	550,000	Over 1 Year
○ Sewer / Camera Vehicle	525,000	Over 1 Year
○ Sewer / Harper's Alley	520,000	Over 2 Years
○ PW Transp / Sidewalk Project	520,000	Over 5 Years
○ PW / America In Bloom Beautification	515,000	Over 5 Years
○ Police IF / Bearcat Tactical Vehicle	500,000	Over 1 Year
○ Police IF / Construction of EOC	500,000	Over 1 Year

The process of CIP development takes place each year, enabling the City to assess projects in light of evolving circumstances and changing focal points. The plan underwent thorough examination by the staff as well as the City Commission.

The cumulative CIP amount for the upcoming five years stands at $61,823,075. The capital projects scheduled for FY 2026/2027 will be included in the forthcoming annual operating budget schedule to be adopted by the City Commission in September 2026.

Recommended Action:
Staff recommends approval of Ordinance Number 2026-28.

Public Input:
Staff properly advertised the Ordinance and invited public input during the July 16, 2026, City Commission meeting.

Budget/Staff Impact:
There is no specific staff or budget impact associated with the Ordinance other than the budgetary impact of the plan itself, which will be included in the proposed FY 2026/2027 Annual Budget presented at the September 10, 2026, City Commission meeting.

Prepared By:
Lori Carr, Finance Director

Reviewed By:
Mari Leisen, Deputy Finance Director
Miranda Burrowes, Deputy City Manager

Hard Copy Previously Provided:
Proposed City of Eustis Capital Improvement Plan for FY 2026/2027 – FY 2030/2031

ORDINANCE NUMBER 2026-28

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING THE ANNUAL UPDATE OF THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF THE COMPREHENSIVE PLAN UNDER FLORIDA STATUTES 163.3177(3)(b); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes 163.3177(3)(b) requires the City to undertake an annual review of the Capital Improvements Element and update the Five-Year Capital Improvement Schedule by Ordinance; and

WHEREAS, the City Commission has reviewed the proposed Five-Year Capital Improvement Plan for Fiscal Year 2026/27 through the Fiscal Year 2030/31, attached hereto as Exhibit "A";

WHEREAS, the City Commission finds that the annual update is consistent with the City of Eustis Comprehensive Plan and applicable law.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Eustis, Florida:

Section 1

The Capital Improvement Plan for Fiscal Year 2026/27 through the Fiscal Year 2030/31, attached hereto as Exhibit "A," is hereby adopted as the annual update of the Five-Year Capital Improvement Schedule in the Capital Improvement Element based on the Comprehensive Plan requirements.

Section 2

That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

Section 3

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

Section 4

Adoption of the Five-Year Capital Improvements Schedule does not appropriate funds, authorize construction, approve any procurement, approve any development order, or authorize any capital project except as may be separately approved by the City Commission or otherwise authorized by law.

Section 5

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, Lake County, Florida, this 6th day of August 2026.

CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA

____
Emily A. Lee
Mayor/Commissioner

ATTEST:

____
Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of physical presence, this 6th day of August 2026 by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

____
Notary Public - State of Florida
My Commission Expires:
Commission #:

CITY ATTORNEY'S OFFICE

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

____
Taylor Tremel, City Attorney

CERTIFICATE OF POSTING

The foregoing Ordinance Number 2026-28 is hereby approved. I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

____
Christine Halloran, City Clerk

Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Eustis' website by the time notice of the proposed ordinance is published.

This form simply assists in determining whether a Business Impact Estimate must be completed under Florida law for the proposed ordinance. Should a Business Impact Estimate be required or should the City opt to provide one as a courtesy based on the selection below then a separate form with the statutory components of Section 166.041(4)(a) shall also accompany the proposed ordinance.

Ordinance Number	2026-28
Ordinance Subject	Annual update of 5 Year CIP
Legal Advertising Date	July 22, 2026
First Reading On	7/16/2026
Second Reading On	8/6/2026

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING THE ANNUAL UPDATE OF THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF THE COMPREHENSIVE PLAN UNDER FLORIDA STATUTES 163.3177(3)(b); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND EFFECTIVE DATE.

Based on the City's review of the proposed ordinance (*must select one of the following*):

☒ The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.

☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.

☐ The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

The City has determined that a Business Impact Estimate is NOT required as the following exemption applies to the proposed ordinance:

Section 166.041 (4)(c) exemption: It is required for compliance with federal or state law or regulation.

City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: August 6, 2026

RE: First Reading of Ordinance Number 2026-29: Repeal of Eustis Code of Ordinance Section 66-78 Entitled "No Petroleum Base Fuel Watercraft Allowed on Lake Gracie" to Comply with Section 327.75, Florida Statutes

Introduction:

Senate Bill 1388, which created Section 327.75, Florida Statutes, commonly referred to as the "Watercraft Energy Source Freedom Act," rendered Section 66-78 of the City of Eustis Code of Ordinances, which prohibits the use of petroleum-based watercraft on Lake Gracie, in nonconformance with the Florida Statutes.

Background:

On May 19, 2025, the Governor signed Senate Bill 1388, which created Section 327.75, Florida Statutes, commonly referred to as the "Watercraft Energy Source Freedom Act," which prohibits a municipality from restricting the use or sale of a watercraft based on the energy source used to power the watercraft, including an energy source used for propulsion or used for powering other functions of the watercraft.

The City of Eustis Code of Ordinances Section 66-78, adopted on November 6, 2003, currently provides that no watercraft shall be powered by petroleum-based fuel on or in Lake Gracie. Section 66-78 is not compliant with Section 327.75, Florida Statutes.

City Staff finds it necessary and appropriate to repeal Section 66-78 to bring the City Code into compliance with Section 327.75, Florida Statutes.

Recommended Action:

City Staff presents Ordinance 2026-29, the repeal of Section 66-78 of the City of Eustis to comply with 327.75, Florida Statutes, for consideration by the City Commission.

Policy Implications:

None

Alternatives:

Approval of Ordinance Number 2026-29 to make the City of Eustis Code of Ordinances conform with Section 327.75, Florida Statutes.

Do not approve Ordinance Number 2026-29 and remain in nonconformance with Section 327.75, Florida Statutes.

Budget/Staff Impact:
See attached Business Impact Estimate.

Business Impact Estimate:
Section 166.041(4)(c), Florida Statutes exemption: It is required for compliance with federal or state law or regulation.

Prepared By:
Jeff Richardson, AICP, Interim Director, Development Services

Reviewed By:
Miranda Burrowes, Deputy City Manager

ORDINANCE NUMBER 2026-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 66, ARTICLE III, REGULATION OF WATERCRAFT ON LAKE GRACIE, OF THE CITY OF EUSTIS CODE OF ORDINANCES; REPEALING SECTION 66-78, ENTITLED "NO PETROLEUM BASE FUEL WATERCRAFT ALLOWED ON LAKE GRACIE"; PROVIDING LEGISLATIVE FINDINGS AND RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Eustis, Florida ("City Commission"), is authorized under Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes, to exercise municipal home-rule powers except as otherwise provided by law; and

WHEREAS, Chapter 66, Article III of the City of Eustis Code of Ordinances regulates watercraft on Lake Gracie; and

WHEREAS, Ordinance Number 03-71, adopted on November 6, 2003, created Section 66-78, entitled "No petroleum base fuel watercraft allowed on Lake Gracie"; and

WHEREAS, Section 66-78 currently provides that no watercraft shall be powered by petroleum-based fuel on or in Lake Gracie; and

WHEREAS, Senate Bill 1388, signed by the Governor on May 19, 2025, created Section 327.75, Florida Statutes, commonly referred to as the "Watercraft Energy Source Freedom Act," which prohibits a municipality from restricting the use or sale of a watercraft based on the energy source used to power the watercraft, including an energy source used for propulsion or used for powering other functions of the watercraft; and

WHEREAS, the City Commission finds it necessary and appropriate to repeal Section 66-78 to conform the City Code to Section 327.75, Florida Statutes; and

WHEREAS, the City Commission has conducted duly noticed public hearings on this Ordinance in accordance with applicable law.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Eustis, Florida:

SECTION 1. Legislative Findings and Recitals.
The foregoing recitals are adopted as the legislative findings of the City Commission and are incorporated into this Ordinance as if fully set forth herein.

SECTION 2. Repeal of Section 66-78.
Section 66-78, City of Eustis Code of Ordinances, entitled "No petroleum base fuel watercraft allowed on Lake Gracie," is hereby repealed in its entirety and shall be marked as reserved, as follows:

Sec. 66-78. – Reserved. ~~No petroleum-based fuel watercraft allowed on Lake Gracie.~~

~~No watercraft shall be powered by petroleum-based fuel on or in Lake Gracie.~~

SECTION 3. Conflict.
All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Severability.
If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 5. Codification.
It is the intent of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Eustis Code of Ordinances, and that sections of this Ordinance may be renumbered, relettered, or reorganized to accomplish such intent.

SECTION 6. Effective Date.
This Ordinance shall become effective immediately upon adoption on second reading. Following the adoption of this Ordinance, the City may take all steps necessary to carry out the implementation of this Ordinance as provided herein.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this ____________________ day of ____________________, 2026.

CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA

____
EMILY A. LEE
Mayor/Commissioner

ATTEST:

____
Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [__] electronic notarization or [__] physical presence this ____________________ day of ____________________, 2026 by Emily A. Lee, Mayor and Christine Halloran, City Clerk, who are personally known to me.

____
Notary Public – State of Florida
My Commission Expires: ______________
Commission # ____________________

CITY ATTORNEY'S OFFICE

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

____________________________ ____________________
Taylor Tremel, City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 2026-29 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 & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

____
City Clerk's Office

Business Impact Estimate Exemption

Summary of Ordinance: This Ordinance repeals Section 66-78 of the City of Eustis Code of Ordinances, entitled "No Petroleum Base Fuel Watercraft Allowed on Lake Gracie," to comply with Senate Bill 1388, signed by the Governor on May 19, 2025, which created Section 327.75, Florida Statutes, commonly referred to as the Watercraft Energy Source Freedom Act.

In accordance with Section 125.66(3)(c), Florida Statutes, the requirement to prepare and post a Business Impact Estimate does not apply to certain conditions. Those conditions are listed below. If any of the boxes are checked below, the Business Impact Estimate is not required.

☒The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the county government;
☐ The proposed ordinance is an emergency ordinance;
☐ The proposed ordinance relates to procurement; or
☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss.163.3220-163.3243;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If none of the conditions above apply to the proposed ordinance, the Business Impact Estimate will be completed in accordance with Section 125.66, Florida Statutes.

City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: August 6, 2026

RE: Discussion of City Commission Meeting Minutes

Introduction:
The City Commission will discuss the format and preparation of official meeting minutes.

Background:
The City Clerk's Office is responsible for preparing and maintaining the official record of City Commission meetings in accordance with Florida law and the City of Eustis Commission Rules of Order. Historically, the City's meeting minutes have been prepared in a transcript-style format. Periodically, questions arise regarding the appropriate level of detail to include in the official minutes. While audio and video recordings are available for review, the official minutes are intended to provide an accurate written record of the Commission's proceedings and actions.

During the June 18, 2026, Commission meeting, Interim City Manager Gierok presented several options for the preparation of meeting minutes: action, brief summary, detailed summary, transcript-style, and verbatim minutes. He reviewed the City Commission Rules of Order, which require that minutes include meeting details, attendance, matters proposed, discussed or decided, and votes taken, while noting that verbatim transcripts are only required when specifically directed by the Commission. Audio recordings, agenda packets, and meeting videos are retained to provide additional context beyond the official minutes. Commission discussion was held indicating the importance of maintaining an accurate record of Commission actions, policy direction, ordinances, resolutions, and significant discussions while also recognizing the need to improve efficiency in the preparation of meeting minutes.

Following discussion, the Commission indicated support for a hybrid approach to meeting minutes. Under this approach, brief summary minutes would become the format while allowing additional detail for agenda items involving significant policy discussions, complex issues, and Commission direction. Routine agenda items would be documented more concisely, with the official recordings serving as the complete record of the proceedings when additional detail is desired.

Recommended Action:
Staff recommend adopting the hybrid meeting minute format. With this approach, meeting minutes will continue to document:

- Meeting details and attendance;
- Motions, resolutions, ordinances, and official actions;
- Votes and voting records;
- Public hearings and required findings;
- Commission direction for staff;
- A concise summary of significant Commission discussion when necessary to provide context for the actions taken.

Audio and video recordings, with the agenda packets, will continue to provide the complete record of the proceedings.

This recommendation complies with Section 15, *Minutes and Documents*, of the City Commission Rules of Order, which provides that minutes shall include: a general description of all matters proposed, discussed, or decided; and a record of any votes taken. The Rules of Order further provide that: "A Commission Member may request, through the Presiding Officer, the privilege of having his or her comments or written statement entered into the minutes concerning any matter pending before the Commission."

Policy Implications:
Adoption of the hybrid meeting minute format establishes a consistent and standardized process that balances efficiency with the need for a complete and meaningful official record. The approach aligns with the Commission's Rules of Order by documenting Commission actions, votes, directives, and significant discussion while avoiding unnecessary transcript-style detail. The proposed format promotes consistency from meeting to meeting, improves efficiency in preparing and approving minutes, and preserves the flexibility to provide additional detail when warranted by the complexity or significance of an agenda item.

Budget/Staff Impact:
Using the hybrid approach, with additional detail when appropriate, will improve the efficiency of meeting minute preparation. Should the Commission wish to return to transcript-style or verbatim minutes, the City could utilize a transcription service. While this would reduce staff time dedicated to drafting minutes, it would result in additional budgetary costs.

Prepared by:
Christine Halloran, City Clerk
Anna Rottermond, Deputy City Clerk

Reviewed by:
Miranda Burrowes, Deputy City Manager

Attachment(s):
City Commission Meeting Minutes from June 4, 2026

MINUTES
City Commission Meeting

6:00 PM – Thursday, June 04, 2026 – City Hall

Invocation: Pastor Jay Cochenour, Life Community Church

Pledge of Allegiance: Commissioner Willie L. Hawkins

Call to Order: 6:01 p.m.

Acknowledge of Quorum and Proper Notice

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

1. Agenda Update

Interim City Manager, Rick Gierok, noted there were no updates to the agenda and introduced the City Attorney Taylor Tremel of Bowen and Schroth.

2. Approval of Minutes

2.1 Approval of Minutes for April 16, 2026, City Commission Meeting and May 7, 2026, City Commission Meeting

Motion made by Commissioner Hawkins, Seconded by Commissioner Holland to approve the minutes as submitted for April 16, 2026, and May 7, 2026, City Commission Meetings. The motion passed on the following vote.

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

3. Presentations

3.1 Eustis Memorial Library Update for Summer Programs

Library Director Ann Ivey highlighted summer library programs, including children's activities, wildlife presentations, and a new pizza-themed adult summer reading program with prizes. She also announced a July 15 public event featuring a live hawk as part of the America 250 Celebration.

3.2 Economic Development Leases

Economic Development Director Al Latimer reviewed city economic development leases and agreements, noting the information would assist the Commission as staff continues implementing the master plan and developing a strategic plan. He reported several agreements are expired or operating under temporary terms, including the Chamber of Commerce, Lake Action Community Agency, and Eustis Community Alliance. Remaining agreements include El Marie (expiring July 31, 2026), Win-One Ministries (through December 31, 2027), Eustis Properties (through May 31, 2028), Lake Adventures (3% of gross sales), Girl Scouts (through 2073), and the National Guard Armory (until no longer needed by the state).

4. Audience to be Heard

Mike Gambino, a Eustis resident, stated he felt a recent interaction with Police Chief Craig Capri regarding social media comments was intimidating and said he would continue exercising his right to criticize government actions.

Carrie Schreier, mother of Jordan Ellis, said she had issues regarding the Eustis Police Department's investigation into her son's death, including evidence handling, investigative procedures, and the lack of a formal internal affairs investigation. She requested transparency and accountability.

Gary Winheim, a retired Eustis Police Department commander, questioned the department's handling of the Jordan Ellis investigation regarding evidence, procedures, and leadership.

Michael J. Watkins, a Tavares resident, spoke in support of Chief Capri, citing his positive community involvement and relationship-building efforts.

May Hazleton, a Eustis resident, supported Chief Capri and highlighted his leadership, transparency, and the department's CFA accreditation.

Carla Vivian Miller-Mitchell, a lifelong Eustis resident, stated that Chief Capri was the best police chief the city has had during her lifetime.

Devon Turner, a Lake County resident, commented on Chief Capri's conduct and encouraged the Commission to consider leadership action.

Benny Hill, representing Windermere Ministries, supported Chief Capri and described him as a community-focused leader.

Chaplain Renee Hill, Eustis Police Department lead chaplain, credited Chief Capri with supporting the chaplaincy program and its continued service to the community.

Pam Simmons, a Eustis resident, spoke in support of Chief Capri and praised his community engagement.

Latoya Young, a Eustis resident, thanked Public Works staff for the Prevatt Street reopening and shared positive experiences with Chief Capri.

Johnny Saunders, a Eustis resident, supported Chief Capri and cited his responsiveness and community involvement.

Kalen Ellison, a lifelong Eustis resident, praised Chief Capri's accessibility and support of youth programs.

Daniel DiVenanzo, a local business owner, credited Chief Capri with improving public order and encouraged fair consideration of the allegations.

Amy Harris, a Eustis resident, spoke in support of Chief Capri and encouraged residents to verify information before making judgments.

Eric Schreier commented on his son Jordan's death investigation, citing unanswered questions about evidence, procedures, and transparency.

Stephanie Winheim mentioned department investigations, records handling, the chaplaincy program, and transparency.

Chaplain Renee Hill clarified that the chaplaincy program is active, available 24/7, and providing community support.

Casey Boatwright read a statement on behalf of the Ellis family regarding the investigatio Jordan Ellis's death and requested transparency and accountability.

5. Consent Agenda

5.1 Resolution Number 2026-50: Budget Amendment in the amount of $1,250,000 to the Adopted FY 2025/2026 Budget for the Building Fund

5.2 Resolution Number 2026-53: Approval of Axon Enterprise, Inc. Master Services and Purchasing Agreement and Florida Municipal Addendum for Public Safety Technology Systems and Services

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

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

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

6.1 Resolution Number 2026-37: Approval of Rate Increase for Water, Wastewater and Reclaimed Water Consumption

City Attorney Taylor Tremel read Resolution Number 2026-37 by title, a resolution of the City Commission of the City of Eustis, Florida, authorizing an adjustment to the City's rates for water, wastewater and reclaimed water services to provide for an annual adjustment per Ordinance Number 2026-10, to be effective June 1, 2026.

Finance Deputy Director Mari Leisen presented Resolution No. 26-37, proposing a 2.5% increase in water, wastewater, and reclaimed water rates effective June 1, 2026. She stated the increase supports utility operations, regulatory requirements, infrastructure needs, and long-term sustainability while the city's consultant, Raftelis, completes a comprehensive rate study.

Vice Mayor Ashcraft asked about utility fund balances and whether they were considered in the rate study. Finance Director Lori Carr reported the unrestricted water and sewer fund balance is approximately $12 million, projected to decrease to $9 million, and stated future consultant recommendations will consider fund balances and other utility factors.

City Attorney Tremel opened the public hearing at 7:03 p.m.

Daniel DiVenanzo supported the rate increase and commented on changes to property tax policies, including homestead exemptions, could reduce revenue and shift costs to other sources, potentially impacting commercial property owners.

Finance Deputy Director Leisen clarified that utility rates are separate from property tax revenue.

Mr. DiVinanzo responded that while the funds are separate, reductions in property tax revenue could still affect city finances overall and lead to broader cost pressures.

City Attorney Tremel noted public comment guidelines and with no further public comments, he closed the public hearing at 7:05 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft. to approve Resolution Number 2026-37. The motion passed on the following vote.

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

6.2 Resolution Number 2026-45: Preliminary Subdivision Plat for Doris Park Landing (S-26-0001) for Parcels with Alternate Key Numbers 1784077, 1784140, 2535628, 1444756 and 2585153

City Attorney Tremel read Resolution Number 2026-45 by title, a resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat for the Doris Park Landing Subdivision (S-25-0001), an 18-lot single-family detached and 230-lot townhome single-family residential subdivision, on approximately 41.17 acres of property located on the east side of State Road 44 and south of Eustis Airport Road (Alternate Key Numbers 1784077, 1784140, 2535628, 1444756, and 2585153).

Senior Planner Kyle Wilkes presented Resolution Number 2026-45 for the Doris Park Landing preliminary subdivision plat. He noted corrections to the staff report and plan sets and stated staff would improve document clarity. The project proposes a 248-lot residential subdivision on 41.17 acres, including 18 single-family homes and 230 townhomes, with 38.9% open space and 3.32 acres of park area. He stated the project met city land development requirements and included required transportation mitigation, landscaping, and floodplain permitting.

Commissioner Asbate questioned the roadway capacity analysis and whether State Road 44 is currently over capacity or projected to be impacted by the development.

Senior Planner Wilkes and Development Services Director Jeff Richardson explained that State Road 44 is operating below the city's adopted level of service and that the traffic study identified required turn-lane improvements and mitigation measures.

Commissioner Hawkins requested clarification on traffic projections, roadway conditions, and the timing of improvements.

Development Services Director Richardson explained that traffic projections follow standard methodologies from the Institute of Transportation Engineers and the Lake Sumter MPO.

Vice Mayor Ashcraft requested clarification on impervious surface calculations and high recharge area requirements.

Senior Planner Wilkes stated he would provide additional impervious surface information. Development Services Director Richardson explained that the MCR zoning designation allows up to 40% impervious surface and that the code does not provide a separate standard for high recharge areas within this zoning category.

Interim City Manager Gierok clarified that the property is designated as a high recharge area but is not within a wellhead protection zone.

Commissioners Hawkins and Asbate commented on transportation improvements and project timing. Development Services Director Richardson estimated approximately 18 to 20 months for site development.

Interim City Manager Gierok explained that State Road 44 widening remains a long-term FDOT and MPO priority, with right-of-way acquisition underway but funding not yet secured. He stated staff continues coordinating with agencies to advance the project.

Commissioner Hawkins expressed frustration with delays in addressing the State Road 44 widening project.

City Attorney Tremel opened the public hearing at 7:35 p.m.

Cindy Newton, a resident of unincorporated Eustis, noted that development and excavati could impact underground water flows, springs, sinkholes, and drainage basins, potentially increasing flooding risks.

Oren Owen, a resident, commented about worsening flooding, stormwater impacts, and traffic congestion, requesting that drainage and transportation issues be addressed before additional development.

Cecil Pinchos, Lake County resident, noted flooding, traffic capacity, and water resources related to future development.

B.J. McCarty, city resident, asked the Commission to deny Resolution Number 2026-45, citing that growth is outpacing infrastructure, emergency services, and local control over development decisions.

Mark Bobik noted development impacts on flooding, infrastructure, and public trust, asking the Commission to consider residents in future decisions.

Stanley Blackwell, Lakes of Mount Dora resident, opposed approval until State Road 44 improvements are completed, citing traffic.

Christine Collins, city resident, commented on growth impacts on traffic, emergency response, and school capacity.

Brian Rothschild, city resident, opposed the development, noting growth impacts, flooding, traffic, infrastructure, and project review.

Lindsay, a Lake Lincoln resident, opposed the development due to existing flooding and drainage issues, stating additional development could worsen impacts on nearby properties.

There being no further public comment, City Attorney Tremel closed the public hearing at 8:00 p.m.

Commissioner Holland stated he could not support the proposed development due to its size and existing road conditions. He was not prepared to make a motion based on the current conditions and the need for additional information.

Commissioner Hawkins agreed with Commissioner Holland and stated he was not comfortable with existing traffic conditions or the potential for further congestion from the development. He noted that there was no clear infrastructure plan in place, and he could not support moving forward at this time.

Commissioner Asbate stated that he had heard both accurate and inaccurate statements during public comments, but there are real roadway issues that cannot be ignored. He commented on the long-term consequences, and he was not prepared to approve the project without more information. He suggested tabling the item to allow staff more time to gather additional details and address outstanding questions, and if forced to vote, he would most likely vote against the proposal.

Vice Mayor Ashcraft agreed that there were too many unresolved issues to proceed, and he would support tabling the item to a future date for additional review and consideration.

Mayor Lee stated that significant information was not included, particularly regarding traffic and roadway impacts, and she would need additional analysis and could not make a responsible decision without further details.

City Attorney Tremel clarified procedural requirements and noted that the applicant shoul given an opportunity to respond before any final action.

Jeff Summit, representing Summit Engineering, acknowledged comments about traffic and flooding but stated these are regional infrastructure issues beyond the applicant’s control. He noted the project complies with city requirements, has completed DRC review, and includes lower density, open space, and stormwater considerations. He requested specific direction and additional information if needed.

Mayor Lee asked whether any formal efforts or discussions were underway regarding roadway issues.

Interim City Manager Gierok responded that discussions regarding the roadway were ongoing, but nothing had been formally scheduled adding that staff would be participating in a related meeting the following day.

Commissioner Hawkins stated that roadway capacity is a community-wide issue and must be addressed before additional homes are added.

Mr. Summit asked for clarification and if roadway impacts were the primary issue.

Commissioner Asbate noted that there were multiple issues being considered, not just traffic.

Mayor Lee requested additional transportation information and review before final action.

Commissioner Hawkins asked whether the developer had conducted community outreach meetings with nearby residents.

Vice Mayor Ashcraft clarified that developer-led public meetings may not be required under the regulations applicable to this project.

Yasamin Rahmanparast, the property owner, stated the development team met with neighbors and incorporated feedback, including preserving a tree buffer. She noted the project meets updated stormwater standards, provides lower-than-allowed density, and includes traffic improvements. She supported tabling the item to provide additional information.

Mayor Lee recommended tabling the item to allow additional information to be gathered.

Motion made by Commissioner Asbate, Seconded by Vice Mayor Ashcraft to table Resolution Number 2026-48 to a date certain of December 3, 2026. The motion passed on the following vote.

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

Mayor Lee requested a five-minute break at 8:14 p.m. Commissioner Holland left meeting 8:16 p.m. The meeting was reconvened at 8:23 p.m.

6.3 Resolution Number 2026-48: Approval to Establish a Formal Fund Balance Reserve Policy for the City

Finance Director Lori Carr presented resolutions establishing a formal fund balance reserve policy, noting current finance policies have not been updated since 2014. She stated the policy aligns with GFOA best practices to improve fiscal stability, transparency, and accountability. She explained fund balance classifications and recommended maintaining approximately 90 days of operating expenses to support emergencies, cash flow needs, and financial stability.

Commissioner Asbate questioned whether a 90-day reserve was sufficient during a major financial disruption. Mayor Lee agreed that 90 days seemed limited.

Finance Director Carr explained that reserves provide stability during events such as major disasters, support credit ratings, reduce borrowing needs, and allow funds to be invested for future priorities. She noted best practices generally recommend a fund balance target of approximately 25% of annual operating expenditures.

City Attorney Tremel opened the public hearing at 8:32 p.m. There was no public comment offered, and he closed the public hearing at 8:32 p.m.

Motion made by Commissioner Asbate, Seconded by Commissioner Hawkins to approve Resolution Number 2026-48. The motion passed on the following vote.

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

6.4 Resolution Number 2026-49: Approval of General Fund - Fund Balance Designations and Amounts

City Attorney Tremel read Resolution Number 2026-49 by title, a Resolution by the City Commission of the City of Eustis, Florida, approving fund balance designations and amounts for the general fund and providing for an effective date.

Finance Director Carr recommended designating general fund reserves as follows: increasing the hurricane reserve to $1.4 million, creating a $5 million rate stabilization reserve, allocating $5 million for capital improvements, and establishing a $1 million grant match reserve. The remaining $6.6 million would serve as a 90-day operating reserve.

Vice Mayor Ashcraft noted that the emergency reserve was insufficient based on recent storm costs and recommended increasing it to $1.5 million–$2 million. Mayor Lee agreed the reserve should provide adequate short-term funding until reimbursements are received.

Commissioners discussed reserve flexibility and reallocation authority. Finance Director Carr stated the Commission could adjust designations as needed, with the city's total fund balance at approximately $20 million. Interim City Manager Gierok recommended revising the emergency reserve to $1.5 million.

City Attorney Tremel opened the public hearing at 8:41 p.m. There being no public comment, the public hearing was closed at 8:41 p.m.

Motion made by Vice Mayor Ashcraft, Seconded by Commissioner Hawkins to amend the resolution by increasing the emergency hurricane reserve from $1 million to $1.5 million. The motion passed on the following vote.

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

6.5 Second Reading of Ordinance Number 2026-26: Amendment to the City of Eustis Municipal Firefighters' Pension and Retirement System

City Attorney Tremel read Ordinance Number 2026-26 by title on second reading, an Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending Chapter 70, Pensions and Retirement Article III, City of Eustis Municipal Firefighters' Pension and Retirement System, Section 70-69, Titled "Retirement Age" of the City's Code of Ordinances and providing an effective date. He explained that the item had been previously discussed by the commission and was returning for second reading.

City Attorney Tremel opened the public hearing at 8:43 p.m. There being no public comm the public hearing was closed at 8:43 p.m.

Motion made by Vice Mayor Ashcraft, Seconded by Commissioner Hawkins to approve Ordinance Number 2026-26. The motion passed on the following vote.

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

7. Other Business

7.1 Discussion - Memorial and Remembrance for Timothy Totten

Interim City Manager Gierok announced plans to honor Tim Totten's community contributions, including a memorial bench and plaque at Ferran Park, renaming the Amazing Race for Charity, and possible facility or park naming. Staff will bring a resolution forward for Commission consideration.

Commissioners indicated unanimous support, recognizing Tim Totten's charitable efforts, community impact, and the success of the Amazing Race event. Staff will prepare a resolution, including consideration of renaming Sunset Island Park.

7.2 Discussion of Legal Services

Interim City Manager Gierok reopened discussion on city attorney services, outlining options to continue current counsel, issue an RFP for outside counsel, or hire an in-house attorney.

Vice Mayor Ashcraft supported exploring an in-house attorney and noted the current contract structure. Commissioner Asbate supported evaluating both in-house and outside counsel options to determine the best approach.

Commissioner Hawkins noted additional transitions and losing continuity with current counsel. Mayor Lee requested additional cost information and noted the importance of land-use expertise.

Interim City Manager Gierok recommended not pursuing both options simultaneously and suggested advertising an in-house position first while preparing an RFP if needed. The Commission continued discussion without final direction.

Regarding the Medical Marijuana Treatment Center matter, Commissioner Asbate directed City Attorney Tremel to continue working toward a resolution and return with a recommendation.

8. Future Agenda Items and Comments

8.1 City Attorney:

City Attorney Tremel reported no items for discussion.

8.2 City Manager

Interim City Manager Gierok announced the city received a $440,000 DEP grant for two heavy trucks with no local match required. He also requested Commission direction regarding the July 2nd meeting due to a light agenda.

The Commission reached consensus to cancel the July 2nd City Commission meeting.

8.3 City Commission

Commissioner Hawkins had no additional comments.

Commissioner Asbate requested an update on the Spring Ridge repayment agreement and the approximately $700,000 outstanding balance, asking that the matter be prioritized.

City Attorney Tremel stated the agreement was under review and would provide an update and draft agreement with redline revisions to the Commission.

8.4 Mayor

Mayor Lee provided community updates, including the Cardinal Cove Community Garden revival, downtown mural project, and receipt of 250 county-provided celebration flags. She requested Commission support for a reception honoring elected officials and dignitaries during upcoming festivities.

Commission reached consensus to move forward with planning the reception. Commissioner Asbate noted the event would help strengthen partnerships with county officials and community organizations.

Commissioner Hawkins reminded the Commission of the upcoming Tim Totten memorial event. Mayor Lee suggested commissioners participate together during the ceremony to recognize ongoing memorial efforts.

Vice Mayor Ashcraft shared updates on preparations for the Japanese Festival and requested Commission support for sponsorship outreach materials.

9. Adjournment: 9:37 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. If available, the video recording may be accessible at https://www.youtube.com/@EustisComRel/streams or an audio recording may be requested from the office of the City Clerk.*

CHRISTINE HALLORAN City Clerk	EMILY A. LEE Mayor/Commissioner

<u>Adopted via Resolution 25-105 on 12/9/2025</u>

City Commission Rules of Order

1. City Commission Meetings.

(a) The regular meetings of the City Commission shall be held at least once each month of the year at the hour of 6:00 p.m. Any regular meeting falling upon a legal holiday or other date in which a majority of the Commission does not wish to hold a meeting shall be cancelled. As stated in the Charter, the City Commission will not meet less frequently than once each month. A scheduled of meetings ~~shall be adopted annually at the organizational meeting in January~~ <u>for the upcoming calendar year shall be adopted annually at a regular meeting held in December</u>. The City Manager, assisted by the City Clerk, is responsible for preparing the agendas and the respective ordinances, resolutions, and reports for each meeting.

(b) The goal of the City Commission is to complete regular business meetings within two hours. In the event a meeting approaches the two hour goal, the Mayor shall confirm the Commission's desire to continue the meeting beyond two hours. The Commission may elect to end the meeting by majority vote and, in that event, the remaining agenda items would then be placed on the next regularly scheduled business meeting agenda unless the Commission directs otherwise.

2. Special Meetings and Notice.

(a) Special meetings may be called by the Mayor or City Manager provided that at least forty-eight (48) hours written notice be given to the City Manager and City Clerk. The notice shall specify the date, time and place of the special meeting and the business to be transacted. No other business, other than as recited in the notice, shall be transacted at such special meeting.

(b) The City Clerk shall be responsible for causing the notice to be delivered to each individual Commission Member at least twenty-four (24) hours prior to the meeting, and to give notice in compliance with state and local requirements.

3. Emergency Meetings.

An emergency meeting may be called by the Mayor or City Manager, providing such notice has been provided to the other members of the Commission, the City Manager, the City Clerk, the media and public as is practical under the circumstances. An emergency, necessitating such a meeting, is a perceived immediate threat to the health, safety or welfare of the community and as otherwise defined by Florida law. Emergency meetings shall be subject to the two hour goal the same as regular business meetings.

4. Workshops.

(a) Workshops may be scheduled by the City Manager or by a majority of Commission Members. Workshops are opportunities for Commissioners to discuss issues and provide policy guidance to staff. The public may comment at workshops provided such comments are limited to three minutes per person. No formal votes may be held at workshops, but non-binding “straw polls” may be used to express the intentions of the Commission.

Workshops may be held at any time agreeable to Commissioners, but staff will strive to hold workshop seminars at the conclusion of Regular Meetings whenever possible.

(b) Workshops are required to be properly noticed. The City Clerk shall be responsible for noticing the workshop in accordance with state and local requirements.

5. Quorum.

(a) A quorum for the transaction of business shall consist of three (3) Commission members.

(b) If no quorum is present the meeting shall be adjourned and all agenda items will be added to the agenda of the next scheduled meeting.

6. Cancellation of Meeting.

Whenever a commission meeting is cancelled after the agenda for that meeting has been distributed or published, the items on that agenda shall be automatically postponed to the next regular or special regular meeting of the City Commission.

7. Closed Meetings or Sessions.

(a) All meetings of the City Commission shall be open to the public; provided, however, the City Commission may hold meetings or sessions closed to the public as provided for by state or local regulations.

8. Presiding Officers.

(a) Whenever the term "Presiding Officer" is used, it shall mean the Mayor, and if the Mayor is absent, it shall apply equally to the Vice-Mayor, and if the Vice-Mayor is also absent, to the temporary presiding officer elected pursuant to this section. For quasi-judicial matters, the City Attorney may serve as the Presiding Officer upon request.

(b) The Mayor shall preside at all meetings of the Commission.

(c) During the absence of the Mayor, the Vice-Mayor shall preside at the meetings and study sessions.

(d) In the absence of the Mayor and the Vice-Mayor, the City Clerk shall call the Commission to order, whereupon a temporary meeting presiding officer shall be elected by the majority vote of Commission Members present as their first order of business. Upon the arrival of the Mayor or the Vice-Mayor, the temporary presiding officer shall relinquish the chair at the conclusion of the item of business then before the Commission.

(e) The Presiding Officer may move, second, debate, and vote and shall not be deprived of any of the rights and privileges of a Commission Member. The Presiding Officer or such person as he or she may designate may verbally summarize the item to be voted upon immediately after it has been moved and seconded and may restate each question immediately prior to calling for the vote. After a Motion is made and there is a second, the Commission may discuss the matter. A Commissioner may speak only if recognized by the Mayor. The Mayor may close the discussion once the Mayor deems it appropriate and shall then ask the clerk for a Roll Call vote. Following the vote, the Presiding Officer shall announce whether the question carried or was defeated.

If there is no second to a Motion made, the Mayor may note that the Motion died for lack of a second and may request that an alternative Motion be made.

The Presiding Officer shall maintain order and decorum at all meetings. He or she shall decide all questions of order and procedure subject, with the counsel, if necessary, of the City Attorney.

9. Decorum of Members.

(a) Every member, previous to his or her speaking, shall address the Presiding Officer and shall not begin to speak until recognized and named by the Presiding Officer. He or she shall confine comments to the question under debate and will refrain from impugning the motives of any other member's argument or vote.

(b) A member, when called to order by the Presiding Officer, shall thereupon discontinue speaking.

10. Presentation of Agenda Items, Revisions, Additions and Deletions.

(a) In order to facilitate the orderly conduct of business, staff shall prepare an agenda for each Commission meeting. An "agenda" shall consist of an agenda summary sheet listing items to be considered at a meeting.

(b) Subject to these rules, items of business may be placed on a regular meeting agenda by any Commissioner, the City Manager or the City Attorney. Except as provided in Section 3, Emergency Meetings, staff shall not change the agenda after 5:00 p.m. on the Friday before the Commission meeting; however, supplemental information may be added as necessary.

(c) When a Commission Member wishes to place an item on the regular meeting agenda, the item shall be presented to the City Manager's office no later than 10 days preceding the Commission meeting so that the information may be included as part of the regular agenda which will be distributed to the members preceding the meeting.

An item may be added to the agenda at a meeting if the majority of the Commission approves, but such items should generally be of a ministerial nature.

(d) Any agenda item which has been noticed to the public can only be removed from the agenda with the approval of the City Commission. If the Commission agrees to remove an item from the agenda, the Presiding Officer shall first give the public an opportunity to speak on the item.

(e) No item shall be placed on an agenda which is substantially similar to an item voted upon by the Commission within the last nine months unless three or more Commissioners agree. During other business at a regular Commission meeting, the Commission shall discuss and vote on whether such an agenda item should be formally reconsidered by the Commission on a future agenda.

11. Order of Business.

At any regular or special meeting, the Commission shall proceed to transact the business before it in the following order as applicable on a meeting by meeting basis:

(1) Invocation
(2) Pledge of Allegiance;
(3) Call to order;
(4) Acknowledgement of quorum present and proper notice given;
(5) Agenda update;
(6) Approval of minutes;
(7) Presentations;
(8) Audience to be heard;
(9) Consent Agenda;
(10) Ordinances, Public Hearings and Quasi-Judicial Hearings;
(11) Other business;
(12) Future Agenda Items;
(13) Comments:
    (a) City Commission
    (b) City Manager
    (c) City Attorney
    (d) Mayor
(14) Adjournment.

12. Public Request to Address Commission.

(a) It is the policy of the Commission to permit and encourage input and comments by members of the public on all matters which may come before the Commission for action other than those items strictly of ministerial nature such as approval of minutes and issuance of ceremonial proclamations. Input and comments by the public can be made during the Audience Participation segment of the meeting or on specific items on the meeting agenda. While input and comments by the public are encouraged, the Commissioners shall not engage in debate with members of the public. Clarifying questions by a Commissioner regarding comments or input by a member of the public are permitted after being acknowledged and given the floor by the Mayor. The presiding officer may limit public comment to three minutes per person.

(b) No person shall address the Commission without first securing the recognition of the Mayor or Presiding Officer by requesting permission to speak. The normal time allowed for individual comments shall be three minutes, but may be extended by the Presiding

Officer. The Presiding Officer shall strive to provide equal opportunity for individuals to address the Commission at the appropriate times during the meeting. Each person addressing the Commission shall complete a “Request to Speak” card available from the City Clerk which shall include the individual’s name, whether or not they are a City resident, the issue upon which they wish to speak and the name of any organization they may be representing. The card shall be submitted to the City Clerk either prior to addressing the Commission or before the end of the meeting.

(c) Each person desiring to address the Commission shall approach the podium, state his or her name for the record, state the subject, state whom he or she is representing if he or she represents an organization or other persons, and complete their remarks within the normal time limitation unless further time is granted by the Presiding Officer. All remarks shall be addressed to the Commission as a whole and not to any member thereof. Questions asked of Commission Members or City staff shall be rhetorical in nature and not directed to individuals. The Presiding Officer shall ensure that public input and comments are related directly to the agenda item then under discussion. Comments and input during the Audience Participation segment may be on any topic.

d) Organized groups of individuals may be directed by the Presiding Officer to select a single spokesman to address the Commission on behalf of the group or organization.

(e) Exemptions from public input
The following are situations which are exempt from the public input requirement:
1) Emergency situations affecting the public health, welfare or safety if compliance with the speaking requirements would cause an unreasonable delay in the Commission’s ability to act;
2) When the Commission is acting in a quasi-judicial capacity with respect to the rights or interests of a person at which time the statutory rules for quasi-judicial proceedings shall apply;
3) At any meeting of the Commission which is exempt from the Sunshine or Open Meetings Law (FSS 286.011)

13. Voting.

(a) When the Clerk has commenced to call roll of the Commission for the taking of a vote, all debate on the question before the Commission shall be deemed concluded. During the taking of the vote a member shall be permitted to briefly explain his or her vote and shall respond to the calling of his or her name by the Clerk by answering "Aye" or "Nay” as the case may be.

(b) The Clerk shall call the roll alphabetically by last name on a rotating basis so that every Commission Member shall have the opportunity to speak first on an issue at one time or another, provided the Presiding Officer shall always be the last to voice his or her vote. The list shall be rotated at each regular meeting of the Commission.

(c) Unless otherwise specified by these rules, all ordinances, resolutions or motions shall be passed by the affirmative vote of no less than a majority of Commission Members present.

(d) A roll call vote shall be required for the following:

(1) All resolutions.

(2) All ordinances.

(3) All motions to create an office or a position of employment or to spend any money.

(e) The Presiding Officer may utilize a voice vote for the approval of minutes or other matters where a roll call vote is not required by law; provided, however, that a roll call vote shall be taken upon the timely request of any Commission Member.

(f) A vote lacking the required number of affirmative votes shall constitute defeat of a Motion.

(g) A Commission Member may change his or her vote only if a timely request to do so is made prior to the announcement of the vote by the Presiding Officer.

(h) Unless otherwise provided for by statute, if a Commission Member present has reason to think a conflict of interest may exist on a particular matter, he or she shall, after consultation with the City Attorney, so state the nature of his or her disqualification in the open Commission meeting. A Commission Member who so announces a conflict of interest in any matter may remain seated during the debate or may leave. However, he or she shall not vote or otherwise participate on such matter. A Commission Member stating such disqualification shall not be counted as a part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter. The City Clerk and City Attorney shall assist the disqualified Commissioner in filing the necessary documentation (Form 8B – Memorandum of Voting Conflict) which will then be incorporated into the official minutes of the meeting.

(i) Where lack of a quorum occurs during the course of a convened meeting resulting from the temporary absence of a Commission Member, the minutes shall be so noted, and the matter under consideration shall be considered as having been postponed until the next regular meeting. The meeting may continue after the postponement has been announced by the Presiding Officer and the member breaking the quorum has resumed his or her presence, otherwise the Presiding Officer shall declare the meeting adjourned after such announcement.

(j) The Presiding Officer should announce the vote upon every matter upon which a vote is taken.

(k) On workshops and other matters not requiring a vote, the Commission may take a straw poll of matters not requiring a vote to provide staff with clear direction on what the majority of the Commission desires for future action by staff.

14. General Procedures.

(a) At the commencement of each meeting, the mayor may, in the mayor's discretion, make any of the following announcements when the mayor calls the meeting to order:

(1) Please turn off all cell phones;

(2) If you are commenting this evening, please fill out a card with your contact information which the City Clerk can provide to you;

(3) Should there be any comments, please approach the podium, state your name, whether or not you are a City resident, and direct your comments to the Commission (not individual commissioners or other members of the public); and/or,

(4) Observe general rules of decorum and civility (speak one at time, avoid personal attacks, avoid profanity and shouting, speak only to the issue at hand).

(b) For Legislative Ordinances (not quasi-judicial matters and ordinances), after an ordinance's title is read, the appropriate staff member shall present to the Commission information regarding the proposed action after which the Commission may question the staff further regarding the issue at hand. Once all Commission questions are addressed, the City Attorney shall ask whether any member of the public has any comment. If there is public comment, the Mayor and Commission shall listen to the public comment. The Mayor may limit public comment on legislative ordinances to three minutes. During public comment Commissioners may ask questions of those commenting, but shall not debate the matter with the party commenting. After public comment is closed, the Commission can then discuss the matter in the order recognized by the Mayor. If there is no public comment or after public comment is made, the Mayor may then ask for a Motion from the Commission. After a Motion is made and there is a second, the Commission may further discuss the matter. A Commissioner may speak only if recognized by the Mayor, and the Mayor shall strive to ensure all Commissioners have equal opportunity to speak to each issue. The Mayor may close the discussion once the Mayor deems it appropriate and shall then ask the Clerk for a Roll Call vote.

If there is no second to a Motion made, the Mayor may note that the Motion died for lack of a second and may request that an alternative Motion be made.

(c) For quasi-judicial matters, the Commission shall follow the procedures set forth in section 102-25 of the Land Development Regulations.

15. Minutes and Documents.

(a) Minutes of all regular and special meetings shall be electronically recorded. Such minutes shall be maintained in the office of the City Clerk. The minutes shall reflect:

(1) The date, time and place of the meeting or session;

(2) The members recorded as either present or absent;

(3) A general description of all matters proposed, discussed or decided; and

(4) Record of any votes taken.

(b) A Commission Member may request, through the Presiding Officer, the privilege of having his or her comments or written statement entered into the minutes concerning any matter pending before the Commission.

(c) Such minutes may be revised at any time by the Clerk to correct spelling, numbering and other such technical defects. Prior to approval, any member may, through the Presiding Officer, request amending or correcting the minutes. If objection is made by any Commission Member to such amendment or correction, a majority vote of the Commission shall be necessary for adoption of the correction or amendment.

(d) The City Clerk's office is not required to prepare verbatim transcripts or parts of any minutes of City Commission meetings unless the City Commission, by majority vote, directs verbatim transcripts for any parts of any minutes it deems necessary and proper for conduct of internal affairs of the City or when required for closed meetings.

(e) The Mayor shall sign all ordinances, resolutions and other documents requiring his or her signature. If the Mayor is unavailable to do so, the Vice-Mayor shall be permitted to sign all ordinances, resolutions and other documents requiring the Mayor's signature in his or her absence.

16. Failure to observe procedures.

These rules are adopted to expedite the transaction of the business of the Commission in an orderly fashion and are deemed to be procedural only. The failure to strictly observe such rules by the Commission shall not affect the jurisdiction of the Commission or invalidate any action taken at a meeting that is otherwise held in conformity with law.

17. Disruption of Meetings.

No person shall interrupt, disturb or disrupt any regular or special meeting or study session of the Commission. Upon direction of the Presiding Officer, any such person shall leave the Commission Chambers and the City Hall. Any Commissioner may request that the City Manager provide a uniformed law enforcement officer for any regular or special meeting or study session of the Commission.

18. Amendment of Rules.

These rules may be amended by the affirmative vote of no less than three (3) Commission members.

19. Commission Policies.

a) The Commission may from time to time consider the adoption of certain written guidelines to provide policy guidance to City staff.

b) The Commission shall approve such policy guidelines by resolution.

c) Such guidelines shall constitute general guidance to the City staff and shall not have the force and effect of law, but shall serve as a statement of desired outcome in a particular area or situation.

d) The members of the City staff charged with implementation or monitoring of a policy once adopted, and in any event the City Manager, shall endeavor to function in accordance with the written guidelines unless circumstances otherwise dictate.

e) In the event the member of the City staff charged with implementation or monitoring of a policy determines that the policy is no longer feasible or desirable, either in whole or in part, such member shall bring the matter to the attention of the City Manager, who shall make recommendations to the City Commission regarding the matter.

f) Written policies, once adopted by the City Commission, shall remain in force until rescinded by resolution of the City Commission.

20. Filling of commission vacancies

In the event that a vacancy occurs on the Commission due to resignation, death or other unforeseen circumstance, pursuant to the City Charter, the Commission is tasked with appointing a replacement who shall serve until the next regular election. To facilitate this task, the following procedure is hereby adopted:

a) Upon declaration of a vacancy by the Mayor, the Commission shall direct the City Clerk to advertise the vacancy and set a deadline for submittal of applications for appointment. At the same time, the Commission shall select a date for a special meeting at which applicants will be interviewed by the Commission and a selection will be made. In the event that an agreement on an interim commissioner cannot be made at that meeting, the Commission has the option of re-opening the application period to receive additional applications.
b) The qualifications for appointment shall be the same as for a candidate for election to the Commission. Those qualifications are as follows: 1) Applicant must be a registered elector of the city of Eustis; and 2) Applicant must have resided within City limits for no less than one year immediately prior to application. The one year may include the time before and after annexation if the property has been recently annexed into the City.
c) Process to be used for election of the interim commissioner:
   1) The Mayor will open the floor to nominations. Nominations will be accepted until no further nominations are offered.
   2) Once it appears that no further nominations are forthcoming, the Mayor will ask for a motion to close the nominations. The motion must be seconded and a roll call vote will be taken.
   3) The City Clerk will then conduct a roll call vote on each nominee in alphabetical order. The alphabetical order is intended to negate the possible advantage for whomever was nominated first. If there is a tie between nominees receiving the most votes, a second vote will be taken on only the tied nominees. If there is still a tie after a second vote is taken, the Commission will discuss the applicants and whether to re-open the application period.
d) Once one nominee has received the majority of the votes, the nominee will be formally appointed via resolution.
e) Once the resolution has passed, the City Clerk will administer the Oath of Office and the interim commissioner shall assume their seat on the dais.