



# AGENDA

## City Commission Meeting

6:00 PM – Thursday, July 16, 2026 – City Hall

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**Invocation: Jay Cochenour, Life Community Church**

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

**Call to Order**

**Acknowledgement of Quorum and Proper Notice**

**1. Agenda Update**

**2. Presentations**

**2.1** Presentation of Florida League of Cities – Home Rule Hero Award to Commissioner Michael Holland

**2.2** Presentation by Berry, Dunn, McNeil, & Parker, LLC (BerryDunn) on status of new ERP System Process

**3. Audience to be Heard**

**4. Consent Agenda**

**4.1** Resolution Number 2026-59: Annexation Agreement and Applicant's Agreement to Provide Water Service Outside the City Limits for a Real Property at 110 Fruitwood Avenue (Alternate Key 3878119)

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

**5.1** Resolution Number 2026-60: Proposed millage rate for the Fiscal Year 2026/2027

**5.2** First 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. Future Agenda Items and Comments**

**6.1 City Attorney**

**6.2 City Manager**

**6.3 City Commission**

**6.4 Mayor**

**7. Adjournment**

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

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



# City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: July 16, 2026

RE: Presentation of Florida League of Cities – Home Rule Hero Award

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**Introduction:**

Mayor Lee will present a certificate from the Florida League of Cities Home Rule Hero Award to Commissioner Holland.

**Background:**

The Florida League of Cities Home Rule Hero Award recognizes elected and appointed municipal officials who consistently advocate for local decision-making and protect Home Rule — the ability of a city to solve local problems with local solutions without state interference.

Recipients are selected annually by the FLC Legislative Team based on their responsiveness to legislative alerts, communication with lawmakers and efforts to advance the League's legislative agenda.

**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: July 16, 2026

RE: Presentation by Berry, Dunn, McNeil, & Parker, LLC (BerryDunn) on status of new ERP System Process

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**Introduction:**

On November 20, 2025, the City Commission awarded Enterprise Resource Planning Software (ERP) Advisory Services to BerryDunn.

**Background:**

The City Commission has recognized the need for replacement of the City's main financial software. An RFP was issued on September 19, 2025. Four companies responded and the City's Selection Committee recommended BerryDunn.

Members of BerryDunn staff were on-site March 10 – 12, 2026 to hold "fact finding" meetings. Approximately 28 different meetings were held to discuss a wide array of City processes.

BerryDunn will be presenting a summary of the work they have completed to date. A summary of the Needs Assessment Report, Options and Recommendations Memo, and Recommendation and Staffing Analysis Report will also be presented. The goal of the presentation is to provide information on the recommended option and provide an opportunity for the Commission to ask questions of the BerryDunn team.

**Prepared By:**

Lori Carr, Finance Director

**Reviewed By:**

Mari Leisen, Deputy Finance Director

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: July 16, 2026

RE: Resolution Number 2026-59: Annexation Agreement and Applicant's Agreement to Provide Water Service Outside the City Limits for a Real Property at 110 Fruitwood Avenue (Alternate Key 3878119)

## **Introduction:**

Resolution Number 2026-59 approves an Applicant's Agreement for provision of potable water to property outside the City limits, located at 110 Fruitwood Avenue, Eustis, FL (Alt. Key # 3878119)

## **Background:**

Dennis Martin seeks water services from the City of Eustis at his property at 110 Fruitwood Avenue (Alt. Key 3878119) in unincorporated Lake County. The 0.17-acre contains a single-family residence that was recently constructed. The City has a water line that runs near his property, so he is seeking to tie it to that utility line.

By signing and submitting this application, Mr. Martin agrees that when/if the City has expanded into his area, his property will be annexed. He also understands that he will be paying for water impact fees and a higher monthly fee than residents who live inside the City limits.

## **Recommended Action:**

Staff recommends approval of Resolution Number 2026-59

## **Policy Implications:**

None

## **Alternatives:**

1. Adopt Resolution Number 2026-59
2. Deny Resolution Number 2026-59

## **Budget/Staff Impact:**

- Increased revenue from water service fees
- Potential future annexation when eligible, resulting in increased tax revenues

## **Business Impact Estimate:**

Not applicable

## **Prepared By:**

Kyle Wilkes, AICP, Senior Planner

**Reviewed By:**

Jeff Richardson, AICP, Interim Director of Development Services  
Miranda Burrowes, Deputy City Manager

**RESOLUTION NUMBER 2026-59**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; APPROVING THE EXECUTION OF AN ANNEXATION AGREEMENT AND APPLICANT'S AGREEMENT FOR PROVISION OF CITY WATER SERVICE TO NON-CONTIGUOUS REAL PROPERTY LOCATED AT 110 FRUITWOOD AVENUE (ALTERNATE KEY 3878119), EUSTIS, FLORIDA; AUTHORIZING EXECUTION; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Dennis Martin is the Owner of real property located at 110 Fruitwood Avenue, Eustis, Florida, (the "Property"), more particularly described and depicted in the Annexation Agreement (the "Agreement") attached hereto and incorporated herein by reference (Parcel ID No.: 07-19-27-0800-000-00800); and

**WHEREAS**, the Property is presently situated outside of the corporate limits of the City of Eustis; and

**WHEREAS**, the Owner has requested the City provide utility services to the Property; and

**WHEREAS**, City staff has determined that City potable water service is available to the Property, subject to execution of the Agreements and compliance with all applicable City requirements for utility connection and service; and

**WHEREAS**, the Owner acknowledges the City's water rates for users outside the City limits are higher than the rates charged for users within the City; and

**WHEREAS**, the Owner acknowledges and agrees that the City could suffer a loss of revenue and may be unable to ensure adequate services to its own residents if Owners were to receive City utilities without the condition of executing this Agreement; and

**WHEREAS**, the City Commission finds that approval of the Agreements is in the public interest and promotes the orderly extension of municipal utility services while preserving the City's future annexation policies; and

**WHEREAS**, the Owner acknowledges that the condition of executing this Agreement prior to obtaining City utilities from the City is a reasonable and lawful condition as determined by the Florida Supreme Court in *Allen's Creek Properties, Inc. v. City of Clearwater*, 679 So.2d 1172 (Fla. 1996); and

**WHEREAS**, in consideration of the City providing utility service to the Property, the Owner desires to voluntarily petition the City to annex the Property under Section 171.044, Florida Statutes; however, at this time the City cannot annex the Property because it does not currently meet the statutory requirements for voluntary annexation pursuant to Section 171.044, Florida Statutes; and

**WHEREAS**, the parties acknowledge and agree that the Agreement constitutes a petition for voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes; and

**WHEREAS**, the Owner agrees that at the time the City determines the Property meets the voluntary annexation requirements pursuant to Section 171.044, Florida Statutes, and the City determines annexation of the Property is in the City's best interests, the Owner shall proceed with the voluntary annexation of the Property and pay all applicable fees, costs, and expenses associated therewith; and

**WHEREAS**, the Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner and its assigns and successors in interest; and

**WHEREAS**, the Owner and the City desire to enter into the Agreement for the purposes expressed therein; and

**WHEREAS**, the City Commission has determined that execution of the Agreement is in the City's best interest.

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

**SECTION 1.** The City Commission approves the Annexation Agreement and Applicant's Agreement substantially in the forms attached hereto. The Mayor is authorized to execute the Agreements between the City of Eustis and Dennis Martin, together with such non-substantive revisions as may be approved by the City Attorney. A copy of said Agreement being attached hereto and incorporated herein by reference.

**SECTION 2.** Following execution, a certified copy of this Resolution and the Annexation and Applicant's Agreements shall be recorded in the Public Records of Lake County, Florida, at the Owner's expense.

**SECTION 3.** Nothing contained in this Resolution or the Agreements shall be construed as approving any development order, land use entitlement, zoning approval, permit, or future annexation of the Property. Any future annexation shall require separate action by the City Commission in accordance with applicable law.

**SECTION 4.** That this Resolution shall be effective immediately upon adoption.

**DONE AND RESOLVED** this 16<sup>th</sup> day of July 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 16<sup>th</sup> day of July 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.

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

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 2026-59 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

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:  
City of Eustis Development Services  
4 North Grove Street  
Eustis, Florida 32726

Tax Parcel Identification Number: 07-19-27-0800-000-00800  
Alternate Key Number: 3878119

**APPLICANT'S AGREEMENT  
POTABLE WATER, RECLAIM WATER AND WASTEWATER**

This Agreement is made and entered into effective this 16th day of July, 2026 by and between THE CITY OF EUSTIS, FLORIDA, a Florida Municipal Corporation (hereinafter referred to as "City" or "Utility") and DENNIS K MARTIN, PROPERTY OWNER, and their successors and assigns (hereinafter referred to as "Applicant").

**WITNESSETH**

**WHEREAS**, Applicant is the fee simple owner of approximately 0.16 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

**WHEREAS**, the Property is currently vacant with a single-family residence under construction. The Applicant intends to connect the proposed structure to City water. This property requires one (1) equivalent residential dwelling unit "ERUs" requiring central potable water (hereinafter referred to as the Development); and

**WHEREAS**, Utility is the owner and operator of potable water production and distribution facilities ("Water Facilities"); and

**WHEREAS**, Applicant has requested connection to said Water Facilities and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of the Development; and

**WHEREAS**, the Utility has potable water available in close proximity to the property; and

**WHEREAS**, Utility has determined that it will have sufficient capacity in the Water Facilities to serve and sustain the operation of the Development for forty years after the date of this Utility Agreement; and,

**WHEREAS**, Utility has agreed to make its potable water service available to the Development by means of connection to and use of the Water Facilities on the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the foregoing which is incorporated herein and other good and valuable consideration, the receipt of which is acknowledged by the parties, Applicant and Utility agree as follows:

1. **EXCLUSIVE SERVICE TO THE PROPERTY.** Applicant hereby agrees and covenants that the Development shall be served exclusively by Utility's Water Facilities. Applicant further agrees that this Agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make potable water services available to the Development hereafter constructed on the Property for the rates and under the conditions set forth in this Agreement. Utility agrees that such services shall be made available through Utility's existing Water Facilities so long as Utility is not prevented by law or governmental regulation from providing such water service for any reason. Utility represents and warrants that it has sufficient capacity in its Water Facilities to serve the Development. Utility further agrees that the potable water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or comply with said

standards or requirements to the extent that such failure shall be occasioned by defect in the construction of any facilities constructed by Applicant; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water services to the written request for such service to Utility. Both parties acknowledge that the Applicant shall be responsible for all off-site or on-site improvements necessary to connect the Development to the City's water lines adjacent to the Property.

**2. PAYMENT BY DEVELOPER OF CITY OF EUSTIS WATER IMPACT FEES.**

A. The Applicant shall be responsible for payment of the Utility's water impact fees for water volumes reserved under this agreement. Utility's water impact fee is \$854.00 per equivalent residential dwelling unit (ERU). Payment of said fee shall be made at time of building permit submittal for a water meter as follows:

1 Single-family dwelling unit X \$854.00= \$854

0 Amenity units X \$854.00 = \$0

TOTAL POTABLE WATER \$854

**3. IMPROVEMENTS.** In order to provide potable water services, certain improvements will need to be constructed.

A. **OFF-SITE IMPROVEMENTS.** Applicant agrees to construct and to transfer ownership and control to the Utility as a contribution-in-aid-of-construction any necessary off-site installations of improvements from Developer's Property to the Utility's existing Water Facilities. Developer shall install all of the offsite installations at its sole expense and in accordance with the plans, specifications and other pertinent documents approved by the Utility and the County, except that in no event shall Applicant be required to oversize lines to the benefit of others' properties without prior agreement for reimbursement on behalf of such other properties.

- B. ON-SITE IMPROVEMENTS.** The Applicant, at its expense and without cost or expense to the City, will design, permit, and construct all on-site improvements associated with water service in accordance with the City's regulations. Nothing herein, however, shall relieve the Applicant of the responsibility of obtaining and complying with any permit or approval necessary from any regional, state, or national governmental authority, as required by law. When the Property is developed, The Applicant shall construct and install therein, at its own cost and expense, any applicable meters and service connections necessary to serve the Development.
4. **RATES AND CHARGES.** The rates to be charged by Utility for water service to the Development hereafter built on the Property shall be those rates and charges made by Utility to its customers which are from time to time approved by the Eustis City Commission or by any other governmental regulatory body from time to time having jurisdiction over such matters. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed , provided that written notification of such delinquency has been made by Utility to such customer; and provided that the failure of an active customer to pay sums due Utility shall not affect Applicant's rights under this Agreement. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's property and rate changes shall be exclusively within the discretion and control of Utility.
5. **WATER METERS.** It is hereby agreed by the parties hereto that water meters shall be installed as Utility shall deem to be necessary to serve the Development. Utility shall have the right to designate the number, type, quality and size of said meters. The cost for said water meters and the labor charges associated with their installation shall be paid to Utility by Developer prior to installation of each such

meter. Said sum shall be due and payable prior to the time of installations of said meters. All water meters so installed shall remain the property of Utility.

6. **MANDATORY ANNEXATION.** Pursuant to the Annexation Agreement adopted by Resolution Number 25-20, the Applicant has petitioned for voluntary annexation of the Property; said agreement binds future property owners to the terms and conditions contained therein.
  
7. **AGREEMENT BINDING ON SUCCESSORS IN TITLE.** Applicant agrees that this Agreement shall be a covenant binding upon and running with title to the Property, and any successor owner of the Property shall be obligated to adhere to the terms and conditions of this Property. Utility agrees that any successor in title to the Property shall enjoy all the rights, obligations, and privileges provided in this Agreement.
  
8. **WATER CONSERVATION.** The Applicant agrees to employ water conservation measures in development of the property. To encourage potable water conservation and adherence to all current requirements upon the property, such measures shall include, but not be limited to:
  - a. Installation of low flush toilets which utilize 1.6 gallons or less per flushing cycle.
  - b. Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 2.5 gallons per minute at 60 psi.
  - c. No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.
  - d. Installation of spring-loaded/automatic shutoff fixtures in all public restrooms, including lavatory fixtures.
  
9. **SALE TO GOVERNMENTAL ENTITY.** In the event Utility shall hereafter sell the utility facilities, or any part thereof serving the Property, to the State of Florida, Lake County or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Applicant agrees

that with respect to potable water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder pertaining to the provision of potable water service, provided that potable water services to the Development are not diminished or reduced in any way. Notwithstanding the foregoing, Utility shall be required to uphold the terms and conditions related to all land use matters set forth herein.

10. **NOTICES.** Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility:

City Manager  
City of Eustis  
Post Office Box 68  
Eustis, FL 32727-0068

With a copy to:

Taylor Tremel, Esq.  
Bowen|Schroth  
600 Jennings Ave.  
Eustis, FL 32726

Developer, Owner, Applicant:

Dennis K. Martin  
1831 E Votaw Rd.  
Apopka, FL 32703

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein. Applicant agrees to notify the Utility upon conveyance of the Property and provide all contact information regarding the new owner and developer.

11. **EFFECTIVE DATE.** This Agreement shall be effective upon adoption of Resolution Number 2026-59.
12. **TERM.** The term of this Agreement shall be for a period of ten (10) years from the date hereof, and shall from year to year renew automatically thereafter.
13. **OTHER ESSENTIAL TERMS.**
  - A. Time is hereby made of essence of this Agreement in all shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall run with the land. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida. This Agreement shall be effective upon proper execution by both parties hereto. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original. In the event of a default of this agreement, the remedy of rescission is available to either party in addition to all other remedies provided by law. In the event of a default of this Agreement, the City may terminate water service to the Property or assert any other remedy available to the City under Federal or Florida law. In the event the City Commission determines, in its sole discretion, that the Property is not developed in conformity with the attached site plan and drawing, the City may, in addition to terminating water service, file an action for specific performance to judicially compel compliance with the attached site plan and drawing. The Applicant shall execute this Agreement within 30 days after the date the City executes this Agreement. Should applicant fail to execute this Agreement within 30 days after the City executes this Agreement, this Agreement, at the City's sole discretion and option, may be rescinded and voided in its entirety by the City of Eustis, provided notice of same is given to the Applicant. The payment described in this paragraph must be made by the Applicant to the City within 30 days after the date Applicant receives both final engineering approvals from Lake County, but prior to issuance of the certificate of occupancy, and not to be later than thirty-six months from the date of this

Agreement. Should payment not be made as described above, the City, in its sole discretion and option, may rescind and void the Agreement. The Applicant, its agents, successors, assigns, employees, investors, and heirs hereby completely release the City of Eustis from any and all claims, both known and unknown, which may have accrued prior to the date this Agreement was signed.

**B.** The attached Exhibits A and B are part of this Agreement as though fully set forth in this Agreement.

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

"UTILITY" CITY OF EUSTIS, FLORIDA

\_\_\_\_\_  
Emily A. Lee, Mayor/Commissioner

This \_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:



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

Approved as to form and legality:

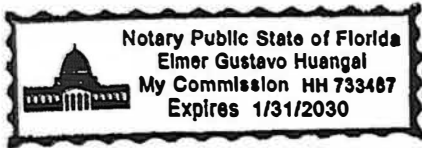
\_\_\_\_\_  
Taylor Tremel, City Attorney

"APPLICANT"

Dennis Martin  
Dennis Martin

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2026 by Dennis K. Martin ("Applicant") who is personally known to me or produced \_\_\_\_\_ as identification and by means of  physical presence or  online notarization.



[Signature]  
Notary Signature

Print Name: Elmer Huangal

Notary Public, State of Florida Commission Number: HH 733487

My Commission Expires: 1-31-2030

Applicant's Agreement

# Exhibit A Legal Description

ORANGE SUMMIT LOT 8 PB 6 PG 24 O ORB 6625 PG 1774

# Exhibit B Location Map



Applicant's Agreement

Page 12 of 12

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:  
City of Eustis Development Services  
4 North Grove Street  
Eustis, Florida 32726

**ANNEXATION AGREEMENT**  
[Municipal Services]

**THIS ANNEXATION AGREEMENT** (the "Agreement") is made and entered into by and between the CITY OF EUSTIS, a Florida municipal corporation, whose mailing address is 10 North Grove Street, Eustis, Florida 32726 (the "City") and Dennis Martin whose mailing address is 202 Lake Rene Dr (the "Owners").  
Longwood FL 32779

**WITNESSETH**

**WHEREAS**, the Owners have requested, and the City has agreed, subject to the terms, conditions, and limitations set forth in this Agreement to provide water service to the Subject Property; and

**WHEREAS**, the Subject Property is presently located in the unincorporated territory of Lake County and is outside the corporate limits of the City; and

**WHEREAS**, the Owners acknowledge the City's water and sewer rates for users outside the City limits are higher than the rates charged for users within the City; and

**WHEREAS**, the City has reviewed the location of the Subject Property and determined that municipal water services are available from an existing main; and

**WHEREAS**, the Owners acknowledge and agree that the City could suffer a loss of revenue and may be unable to ensure adequate services to its own residents if Owners were to receive City utilities without the condition of executing this Agreement; and

**WHEREAS**, the Owners acknowledge that the condition of executing this Agreement prior to obtaining City utilities from the City is a reasonable and lawful condition as determined by the Florida Supreme Court in *Allen's Creek Properties, Inc. v. City of Clearwater*, 679 So.2d 1172 (Fla. 1996); and

**WHEREAS**, in consideration of the City providing water service to the Subject Property, the Owners desire to voluntarily petition the City to annex the Subject Property under Section 171.044, Florida Statutes; however, at this time the City cannot annex the Subject Property because it does not currently meet the statutory requirements for voluntary annexation pursuant to Section 171.044, Florida Statutes; and

**WHEREAS**, the parties acknowledge and agree that this Agreement constitutes a petition for voluntary annexation of the Subject Property pursuant to Section 171.044, Florida Statutes; and

**WHEREAS**, the Owners agree that at the time the City determines the Subject Property meets the voluntary annexation requirements pursuant to Section 171.044, Florida Statutes, and the City determines annexation of the Subject Property is in the City's best interests, the Owners shall proceed with the voluntary annexation of the Subject Property and pay all applicable fees, costs, and expenses associated therewith.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

**1. Recitals.**

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

**2. Ownership.**

The Owners represent that they are the present owners of the following described real property (referred to as the "Subject Property"):

**Attached hereto as Exhibit "A"**

**3. Title Opinion/Certification.**

The City will secure, at the expense of the Owners, prior to the execution and recording of this Agreement, a title opinion of an attorney licensed in Florida, a certification of an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owners and showing all liens, mortgages, and other encumbrances not satisfied or released of record. In the alternative and at the option of the Owners, the Owners will provide the City, in advance of the execution of this Agreement, a title opinion of an attorney licensed in Florida, a certification of an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owners and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

**4. Annexation.**

A. The Owners and the City acknowledge and agree that this Agreement constitutes a voluntary annexation petition for the Subject Property pursuant to Section 171.044, Florida Statutes. The Owners further agree that this petition for annexation is irrevocable.

- B. At such time as the Subject Property should ever become eligible for annexation, the Owners hereby consent to the annexation of the Subject Property by, and to, the City. Notwithstanding any other provision of this Agreement, the decision as to whether annexation of the Subject Property is in the best interest of the City, and should be accomplished under this Agreement, shall be made at the sole and absolute discretion of then City Commission. Nothing in this Agreement shall be construed to create a binding obligation on the City to annex the Subject Property at any time.
- C. Eligibility for annexation shall be determined by the City in accordance with Chapter 171, Florida Statutes, the City Code and such ordinances as adopted by the City Commission. A determination by the City that the property is eligible for annexation shall be binding on the Owners. The Owners hereby waive any right to object to, or appeal, the City's decision to annex the Subject Property. Furthermore, the Owners hereby agree not to register any written or verbal opposition to the City's annexation of the Subject Property.
- D. The Owners acknowledge and agree that this Agreement does not in any way obligate or require the City to annex the Subject Property or grant to the Owners any particular land use designation that may be requested in connection with such annexation.
- E. Classification of Property upon Annexation. The Owners acknowledge and agree that any land use granted to the Owners in connection with the Subject Property shall be consistent with the terms and conditions of the Eustis Comprehensive Plan and Land Development Regulations as it may be amended from time to time.

#### **5. Annexation Petition.**

Upon written request by the City, the Owners agree to execute any and all reasonable interests to effectuate the annexation of the Subject Property, provided the City has determined, in its sole and absolute discretion, the Subject Property is eligible for annexation and such annexation is in the best interest of the City. The Owners shall have thirty (30) days to execute the instruments necessary to annex the Subject Property into the City and pay all associated fees, costs and expenses. In the event the Owners fail or refuse to execute the instruments, this Agreement shall constitute the required Petition for Annexation pursuant to Chapter 171, Florida Statutes.

#### **6. Utility Fees and Lines.**

The Owners shall pay any and all water and/or sewer connection fees, treatment fees, and/or such other fees as may be required by the City Code or the City's regulations. Any and all such water and/or sewer lines and/or appurtenant items which are constructed or installed by the Owners shall be constructed or installed in accordance with City requirements and specifications. The City shall have the right to inspect any and all lines and appurtenances installed by the Owners to connect to the City's water and/or sewer system.

The Owners agree to pay any and all water and/or sewer fees, charges, assessments, and other costs adopted by the City which directly or indirectly relate to the connection to, and use of, the City's water and/or sewer system.

#### **7. Utility Easements.**

So long as the easements do not materially interfere with the Owners' use and enjoyment of the Subject Property, the Owners shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including but not limited to sewer, water and reclaimed water services.

If the City deems an easement is needed for utility service to be made available to the Subject Property, any mortgagee or lienholder having an interest in the Subject Property will be required to execute a Consent and Joinder of Mortgagee/Lienholder in a form approved by the City Attorney, subordinating its mortgage or lien to the utility easements contemplated in the foregoing Agreement. The Owners must either submit a title policy or a letter from an attorney licensed to do business in Florida confirming that either there is no mortgage or lien on the property or provide the City with a properly executed a Consent and Joinder of Mortgagee/Lienholder as shown on the title certification. The title policy or letter must be issued within thirty (30) days of the execution of this Agreement.

#### **8. Binding Effect.**

This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owners and its assigns and successors in interest and the City and its assigns and successors in interest. The Owners shall pay the cost of recording this document in the Public Records of Lake County Florida. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

#### **9. Representations.**

The Owners represent and warrant that Owners posses fee simple title to the Subject Property, that Owners have full power and authority to enter into this Agreement, and that upon execution of this Agreement the same will be fully binding and enforceable according to its terms.

#### **10. Recording.**

The Owners acknowledge and agree that the City shall record this Agreement in the Public Records of Lake County, Florida, and the Owners shall pay for costs related to same.

**11. Notices.**

Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail return receipt requested as follows:

OWNERS  
Dennis K Martin  
1831 E Votaw Rd  
Apopka, FL 32703

CITY  
City Manager  
City of Eustis  
10 North Grove Street  
Eustis, Florida 32726

Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

**12. Defaults and Enforcement.**

**IN THE EVENT THE OWNERS FAIL TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ANY WATER SERVICE PROVIDED TO THE PROPERTY. THE OWNERS HEREBY CONSENT TO SUCH DISCONNECTION AND TERMINATION OF WATER AND/OR SEWER SERVICE AND EXPRESSLY WAIVE ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH WATER SERVICE BY THE CITY.**

In the event enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owners shall be responsible for cost and expenses, including attorneys' fees, whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement.

**13. Effective Date.**

This Agreement shall be effective on the date it is last executed by the respective parties.

**14. Severability.**

If any part of this Agreement is found to be invalid or unenforceable in a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

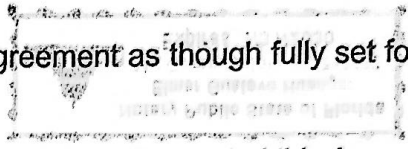
**15. Miscellaneous.**

- A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**
- B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns and as approved by the City Commission. Any such modification or amendment shall not be effective until recorded in the Public Records of Lake County, Florida.
- C. This Agreement is the result of a bona fide arms length negotiation between the City and the Owners. Accordingly, this Agreement will not be construed or interpreted more strictly against any one party than against any other.
- D. Failure of the City to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of the City's right to later claim a failure to perform on the part of the Owners.
- E. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Any litigation that arises under this Agreement shall be brought in the courts of Lake County, Florida.
- F. Nothing in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.
- G. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.
- H. In the event a third party institutes a legal proceeding against the City and/or the Owners, regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property or the provision of municipal services, then in such event the Owners shall pay all costs, fees, charges, and expenses of the City related thereto, including but not limited to, attorney's fees at both the trial and appellate levels.
- I. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that City shall have the right to enforce this Agreement by an action for specific performance.
- J. As may be from time to time requested by the City, the Owners agree to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.

K. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, will constitute one and the same document.

L. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.


M. The attached Exhibits A and B are part of this Agreement as though fully set forth in this Agreement.



**IN WITNESS WHEREOF**, the Owners and the City have executed this Agreement as of the day and year written below.

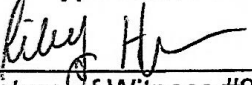
**SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**OWNERS**

  
\_\_\_\_\_  
Signature of Witness #1

  
\_\_\_\_\_  
Dennis K. Martin

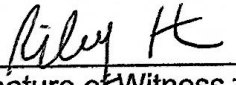
Zachary Huebner  
\_\_\_\_\_  
Print or Type Name of Witness #1

  
\_\_\_\_\_  
Signature of Witness #2

Riley Hentliska  
\_\_\_\_\_  
Print or Type Name of Witness #2

  
\_\_\_\_\_  
Signature of Witness #1

Zachary Huebner  
\_\_\_\_\_  
Print or Type Name of Witness #1

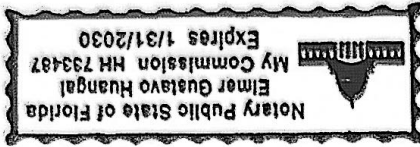
  
\_\_\_\_\_  
Signature of Witness #2

Riley Hentliska  
\_\_\_\_\_  
Print or Type Name of Witness #2

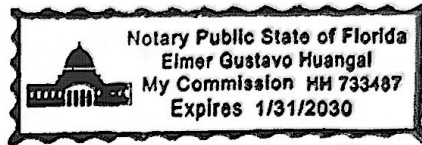
STATE OF FLORIDA

COUNTY OF LAKE

The foregoing Annexation Agreement was acknowledged before me this 26<sup>th</sup> day of May 2020 by Dennis Martin and \_\_\_\_\_, respectively, who is / are personally known to me or produced \_\_\_\_\_ as identification and by means of  physical presence or  online notarization.



[Signature]  
Notary Signature  
Print Name: Elmer Huangal  
My Commission Expires: 1-31-2030



ACCEPTANCE BY CITY OF EUSTIS, FLORIDA

Annexation Agreement  
Dennis K Martin / Alternate Key Number 3878119  
Page 8 of 11

\_\_\_\_\_  
Emily A. Lee  
Mayor/Commissioner

This \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

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

Approved as to form and legality:

\_\_\_\_\_  
Taylor Tremel, City Attorney

**Exhibit A**

ORANGE SUMMIT LOT 8 PB 6 PG 24 O ORB 6625 PG 1774

### Exhibit B Location Map





# 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: July 16, 2026  
 RE: Resolution Number 2026-60: Proposed Millage Rate for the Fiscal Year 2026/27

---

## **Introduction:**

Resolution Number 2026-60 establishes the proposed millage rate for FY 2026/27 at 7.3898 mills.

## **Background:**

Per Florida TRIM requirements, the City must complete:

Form DR-420, Certification of Taxable Value which includes:

Prior year millage rate:	7.3898
Current year proposed millage rate:	7.3898
Current year roll-back rate:	7.1106
Information regarding tentative budget hearing:	09/10/26 @ 6:00 PM

Form DR-420MM – Maximum Millage Levy Calculation which includes:

Majority vote maximum millage rate:	7.1106
Two-thirds vote maximum millage rate:	7.8217

On June 18, 2026, the City Commission held a workshop to discuss the proposed General Fund FY 2026/27 Budget. During the meeting, the proposed millage rate of 7.3898 mills was established as the rate to be provided to the Lake County Property Appraiser to use in preparation of TRIM notices to be mailed on August 21, 2026.

This is the rate that will be used for projecting the ad valorem revenue in preparing the budget for the General Fund. This rate will also be used in preparation for the County's annual TRIM notices to be mailed on August 21, 2026. The millage rate may be changed before final adoption of the FY 2026/27 Budget. If the tentative or final millage rate is **increased**, notification must be sent to all City of Eustis parcels. If the tentative or final millage is **decreased**, no further notification is required.

## **Recommended Action:**

Staff recommends approval of Resolution Number 2026-60 adopting the proposed millage rate of 7.3898 mills for the FY 2026/27 budget.

## **Prepared by:**

Lori Carr, Finance Director

## **Reviewed by:**

Mari Leisen, Deputy Finance Director  
 Miranda Burrowes, Deputy City Manager

**RESOLUTION NUMBER 2026-60**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, PROVIDING FOR THE PROPOSED MILLAGE RATE OF 7.3898 MILLS FOR THE FISCAL YEAR 2026/27 ANNUAL BUDGET FOR THE CITY OF EUSTIS, LAKE COUNTY, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the responsibility of the City of Eustis, to advise the Lake County Property Appraiser of its proposed millage rate for inclusion on the 2026 annual TRIM notices, and

**WHEREAS**, on June 18, 2026, the City of Eustis, Lake County, Florida, held a budget workshop, and

**WHEREAS**, the City Commission of the City of Eustis of Lake County, Florida, was presented a budget with a FY 2026/27 proposed Millage Rate of 7.3898; and

**WHEREAS**, the City of Eustis, City Commission established the proposed millage rate of 7.3898 to provide to the Lake County Property Appraiser for annual TRIM notices, and

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

**Section 1**

That the FY 2026/27 PROPOSED operating millage rate of 7.3898 mills will be provided to the Lake County Property Appraiser to use on the 2026 TRIM notices.

**DONE AND RESOLVED** this 16<sup>th</sup> day of July 2026, in the 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 16<sup>th</sup> day of July 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.

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

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 2026-60 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.

\_\_\_\_\_  
City Clerk's Office



# 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: July 16, 2026

RE: First 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 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).

## **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 2027/28 – 2030/31.
- 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 2026/27.
- Sales Tax and Water & Sewer Utility Service revenue projections include a 4% increase per year for FY 2027/28 – 2030/31 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 2027/28 – 2030/31.
- Stormwater revenue projections include an 8% increase per year. Similar to Water & Sewer revenues, rates are under review and may be revised during FY 2026/27.
- Going forward, expenditure projections include a 5% annual increase for all funds for FY 2027/28 – FY 2030/31 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. City Commission held a workshop on May 22, 2026, and the proposed plan is now put forth for approval.

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 To Be 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.



## 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 12, 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.