



AGENDA

City Commission Meeting

6:00 PM – Thursday, October 23, 2025 – City Hall

Invocation

Pledge of Allegiance: Commissioner George Asbate

Call to Order

Acknowledge of Quorum and Proper Notice

1. Agenda Update

1.1 Ordinance Numbers 25-31, 25-32 and 25-33: Annexation of Parcels with Alternate Key Numbers 1743320 and 1407940

Ordinance Number 25-31 – Voluntary Annexation

Ordinance Number 25-32 – Comprehensive Plan Amendment

Ordinance Number 25-33 – Design District Assignment

2. Approval of Minutes

2.1 September 18, 2025 City Commission Workshop: Impact Fees

September 29, 2025 City Commission Workshop: Impact Fees

September 29, 2025 City Commission Special Meeting: Impact Fees

3. Presentations

3.1 Recognition for Retirement for Jobey Jones

3.2 Fire Department Meritorious Award for Positive Outcome for a Critical Traumatic Call

3.3 Events Department: City of Eustis Sunsational Awards Recognition

4. Audience to be Heard

5. Consent Agenda

5.1 Resolution Number 25-78: Annexation Agreement and Developer's Agreement To Provide Water Service Outside the City Limits for a Real Property (addressed unassigned) on Honey Blossom Drive (Alternate Key 1407591)

5.2 Resolution Number 25-79: Authorizing Multiple Annual Purchases in Excess of \$100,000 for Products and Services Essential to the Daily Operations of Public Utilities

5.3 Resolution Number 25-80: Approving an Expenditure in Excess of \$100,000.00 for Construction Phase I of the Greenwood Cemetery Improvements and the Veterans Memorial

5.4 Resolution Number 25-81: Authorizing an Expenditure in Excess of \$100,000 for the Eastern Wastewater Treatment Plant Reuse Pump Station Project

5.5 Resolution Number 25-84: Police Department FY 25-26 Drone Grant

6. Ordinances, Public Hearings, & Quasi Judicial Hearings

6.1 Resolution Number 25-75: Refinancing of CRA Community Redevelopment Loan

6.2 Resolution Number 25-83: Preliminary Subdivision Plat for Tealwood Estates (2025-S-03) with Alternate Key Numbers 1215013, 1215544, 1094828, 1215536, and 1215005

6.3 FIRST READING

Ordinance Number 25-37: Residential Backyard Chickens Program

7. Other Business

7.1 City Manager's Annual Evaluation

7.2 Staff seeks Commission direction on a policy to guide the sale or transfer of surplus City-owned residential lots, including both CRA and non-CRA properties. Discussion will focus on options to prevent speculative resale and ensure community benefit, such as reverter clauses, deed restrictions, or performance-based mortgages. Direction is needed on preferred safeguards and criteria to apply in future dispositions. (City Attorney)

7.3 Staff requests Commission direction to bring forward a resolution adopting the City's standardized Public Records Exemption Request Form and administrative procedures. These tools implement expanded protections under Section 119.071(4)(d), Florida Statutes, and Senate Bill 268 (2025) for qualifying officials, employees, and family members. Adoption will ensure legal compliance and consistent processing of exemption requests. (City Attorney)

7.4 Staff requests Commission direction to advance a resolution adopting a standardized acknowledgment form for use when public records requests involve personal devices or accounts of City officials or employees. The form affirms the individual's legal duty under Chapter 119, Florida Statutes, to exercise due diligence in identifying, preserving, and producing responsive records. It also provides written documentation of compliance efforts to protect the City and individual from potential liability. Adoption will enhance transparency and reduce legal exposure. (City Attorney)

8. Future Agenda Items and Comments

8.1 City Commission

8.2 City Manager

8.3 City Attorney

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: Tom Carrino, City Manager

DATE: October 23, 2025

RE: Ordinance Numbers 25-31, 25-32 and 25-33: Annexation of Parcels with
Alternate Key Numbers 1743320 and 1407940

Ordinance Number 25-31 – Voluntary Annexation

Ordinance Number 25-32 – Comprehensive Plan Amendment

Ordinance Number 25-33 – Design District Assignment

Introduction:

Ordinance Numbers 25-31, 25-32 and 25-33 were heard for 1st Reading on September 18, 2025. City Commission directed the applicant to hold a community meeting prior to second reading originally advertised for October 23, 2025. The Developer has scheduled the community meeting for October 30, 2025. Due to advertising deadlines, the 2nd Reading will be scheduled for November 20, 2025.

Prepared By: Kyle Wilkes, AICP, Senior Planner

Reviewed By: Jeff Richardson, AICP, Deputy Director of Development Services



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 23, 2025

RE: September 18, 2025 City Commission Workshop: Impact Fees

September 29, 2025 City Commission Workshop: Impact Fees

September 29, 2025 City Commission Special Meeting: Impact Fees

Introduction:

This item is for consideration of the minutes of the Eustis City Commission Workshops and Special Meeting.

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary C. Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Workshop: Impact Fees

5:30 PM – Thursday, September 18, 2025 – City Hall

Call to Order: 5:30 p.m.

Acknowledgement of Quorum and Proper Notice

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

1. Workshop Item with Discussion, Public Input and Direction

1.1 Impact Fee Presentation By Raftelis

Lori Carr, Finance Director, cited the previous discussion by the Commission regarding the possibility of increasing the City's impact fees. She introduced the representatives from Raftelis who would present their findings regarding the proposed increase.

Joe Williams, Senior Manager from Raftelis, introduced Michelle Galvin and Tristan Townsend to explain their findings.

Michelle Galvin explained the state impact fee law and indicated they would be explaining the extraordinary circumstances requiring the substantive increase in the police and fire impact fees. She added they will be considering adopting Police, Fire, Parks & Recreation, Library, Water, and Wastewater impact fees. She cited the following as extraordinary circumstances necessitating the police and fire impact fee increases: 1) Considerable growth expected over the next few years; 2) Large scale improvements needed to meet the demands of that growth; and 3) Inflationary cost pressures on the needed capital improvements. She stated they are recommending the City adopt the police and fire fees as calculated, while phasing in the remaining fees.

Ms. Galvin then reviewed the impact fee study objectives as follows: 1) Update the cost allocation methodology based on current and local data; 2) Review the historical investment in each of the departments as well as the future capital projects; and 3) By updating the impact fees, the City is minimizing the burden that would fall on existing residents and businesses to provide services needed for growth. She stated the study follows generally accepted case law and statutory perimeters as it relates to the Florida Impact Fee Act.

Ms. Galvin explained what impact fees are and what they can and cannot be utilized for. She stated the impact fees calculated do follow the rational nexus test as outlined in the statute which states that the City is providing a benefit to new development, that there is a need to collect the impact fees and that the impact fees are proportionate to the burdens placed by the land use. She then reviewed their impact fee methodology. She added that the City currently has over 40 different non-residential land use classes and they are recommending that they be simplified down to eight non-residential land use categories.

Ms. Galvin then reviewed the individual impact fee recommendations, the existing investment for each department, the identified capital improvements and the

recommended increase for each as follows: 1) Police Impact Fees: Single family from \$138 to \$746 with the majority of others also having large increases except for industrial and warehousing which will decrease slightly. 2) Fire Impact Fees: Single family from \$146 to \$1,200 and increasing across the board for the non-residential land use categories; 3) Parks & Recreation: She noted the City does not have as much of a significant investment planned for Parks. She stated the calculated impact fee for a single family home is \$1,253; however, as they are not pursuing extraordinary circumstances for the Parks Department, that will be limited to the \$898, phased in over four years. 4) Library Impact Fees: She noted they assumed about 25% grant funding for the library expansion; therefore, the calculated fee is a \$2 increase to \$295 to be phased in over two years. She summarized that the total impact fees for Police, Fire, Parks and Library for a single family home is going from \$1,176 to \$3,169, phased in over the four years.

Tristen Townsend reviewed the calculations for the Water and Wastewater impact fees. She explained they are based on ERU's or equivalent residential unit. She stated the existing investment for water is \$18.1 million with future investments of \$3.75 million. She cited future planned capital projects. She stated the existing investment for wastewater is \$47.1 million with future investments of \$12.86 million. She cited some of the future and current capital projects. She stated the phased-in total amount for Water will be \$1,183 with Wastewater being \$4,002 over the four years. She provided a comparison of the impact for a single family home with other area communities with the existing total starting at \$4,699 up to \$8,354 in year 4.

The Commission asked if the comparison includes any anticipated increases by the other communities with Ms. Townsend responding that all of the other communities are their current fees since they do not know what the other communities will be doing in the future.

Ms. Townsend explained the next steps including first reading of the ordinance that night, then the second extraordinary circumstances workshop on Sept. 29th, followed by the second reading of the ordinance. She further explained the purpose of the impact fees is to help align the costs for the expansion of infrastructure with the new development so that growth pays for growth. She stated the study is based on recent and local data as required by the statute and they take a conservative approach with calculating the updated fees. She indicated that by adopting the updated fees they are making a commitment to completing the capital improvement projects included in the CIP or similar projects. She stated they are recommending they adopt the calculated fees for Police and Fire at the full amount and the remainder at the phased-in amounts.

Vice Mayor Ashcraft questioned why the impact fees have not been increased sooner with Tom Carrino, City Manager, stating the municipal fees were last reviewed in 2004 and the utilities in 2006. He stated best practice is that they should be reviewed every five years. He acknowledged they are behind but are trying to catch up.

Vice Mayor Ashcraft asked about the utility rate increases with Ms. Carr responding that the utility rate increase study has not yet been completed as they made the impact fee study a priority.

Vice Mayor Ashcraft asked about the impact fee waiver program with Mr. Carrino explaining that under that program the fees were being paid by the operating fund.

Mayor Hawkins opened the public hearing at 5:47 p.m. There being no public comment, the hearing was closed at 5:48 p.m.

Mr. Carrino announced that first hearing of the ordinance would be considered at regular Commission meeting at 6:00 p.m.

Item 2.1

2. Adjournment: 5:48 p.m.

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

CHRISTINE HALLORAN
City Clerk

WILLIE L. HAWKINS
Mayor/Commissioner



MINUTES

City Commission Workshop: Impact Fees

6:00 PM – Monday, September 29, 2025 – City Hall

Call to Order: 6:00 p.m.

Acknowledgement of Quorum and Proper Notice

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

1. Workshop Item with Discussion, Public Input and Direction

1.1 Impact Fee Presentation by Raftelis

Lori Carr, Finance Director, explained that they are required to hold two workshops on the impact fees. She indicated this would be the second extraordinary circumstance workshop. She introduced Michelle Galvin with Raftelis to provide the presentation.

Michelle Galvin, Raftelis, stated the City is considering increasing the impact fees for police, fire, parks and recreation, library, water and wastewater. She explained the extraordinary circumstances pertaining to the police and fire impact fees as follows: 1) The City anticipates considerable growth over the next ten years; 2) With that growth, the City will need to invest significantly in its police and fire facilities; and 3) Inflationary cost increases on capital improvements. She stated their recommendation that the City adopt the calculated fees for police and fire and phase-in the remaining fees. She reviewed the impact fee study objectives and explained what the fees can and cannot be used for. She explained the impact fee methodology utilized and noted the recommendation that the City reduce its number of non-residential classes from 40 to 8.

Ms. Galvin reviewed the current investment and planned future investments for each of the proposed impact fees including police, fire, parks and recreation, and library services. She reviewed the recommended impact fees for each and summarized the total impact fees for those services.

Ms. Galvin then reviewed the water and wastewater current investment and planned future investments. She cited the proposed utility fees and stated their recommendation for those increases to be phased in. She then presented a comparison of the City's current and proposed fees with other area cities and counties. She stated the next step is the second reading of the ordinance. She summarized that the impact fees will help to align the cost of expansion as it relates to capital improvements related to new development, commonly known as growth paying for growth. The impact fee study uses recent and local data and generally follows a conservative impact fee calculation approach. By adopting the impact fees, the City is making a commitment to the projects as outlined in the study or similar projects that would provide the same benefit. She stated the Commission should consider adopting the impact fees as presented.

Vice Mayor Ashcraft asked what the planned expansion is for the water and wastewater system.

Tom Carrino, City Manager, explained that the City has a number of planned projects in the five and ten year plan, some of which involve expansion of capacity but there are also some that qualify for impact fee funding that involve enlarging transmission lines or improving quality. He cited some of those projects.

Vice Mayor Ashcraft asked if when the City's system reaches a certain capacity they are mandated to expand.

Rick Gierok, Director of Engineering, responded that once they reach 80% of capacity, they are mandated to begin planning for expansion. He then commented on the City's 180 Utility District. He reported they are currently running at 22% of capacity but if the two large, planned projects come online, they will be at 80%. He stated they wouldn't have to expand but could tell people they are out of capacity. He confirmed that he would not move forward with any projects without bringing them to the Commission. He added that if any developer wants to extend the lines, the City can increase the size of the lines at only the cost of materials.

Vice Mayor Ashcraft asked about U.S. Water with Mr. Carrino responding that their core business is not consulting. However, staff has been working with them, and they will be bringing information back to the Commission.

Vice Mayor Ashcraft asked how long before they hit the 80% with Mr. Gierok estimating seven or eight years.

Mayor Hawkins opened the public hearing at 6:15 p.m.

Jennifer Pryor, Executive Director of the Home Builders Association of Lake-Sumter, stated their request that the police and fire fees be phased in as the others are being done. She noted they had submitted a statement letter for the Commission's review and submitted a copy to the Deputy City Clerk.

Danielle Stroud, Habitat for Humanity of Lake and Sumter, cited the effect of the impact fees on affordable housing. She asked that they consider an impact fee waiver program to assist with the development of affordable housing. She cited several families that were recently able to build homes within the City through Habitat.

The public hearing was closed at 6:20 p.m.

Vice Mayor Ashcraft questioned why it took 20 years to address the impact fees.

Discussion was held regarding why it wasn't done sooner with Commissioner Holland citing previous Commissions that put in building moratoriums and other Commissions that kept the fees low to try and encourage development.

Discussion was held regarding a possible impact fee waiver program for infill development.

2. Adjournment: 6:23 p.m.

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CHRISTINE HALLORAN
City Clerk

Eustis City Commission

WILLIE L. HAWKINS
Mayor/Commissioner

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September 29, 2011



MINUTES

City Commission Special Meeting

6:30 PM – Monday, September 29, 2025 – City Hall

Invocation: Commissioner Michael Holland

Pledge of Allegiance: Commissioner Michael Holland

Call to Order: 6:31 p.m.

Acknowledge of Quorum and Proper Notice

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

1. **Agenda Update: None**
2. **Ordinances, Public Hearings, & Quasi Judicial Hearings**

2.1 SECOND READING

Ordinance Number 25-27: Amending and Updating the City's Municipal and Utility Impact Fees for Police, Fire, Parks and Recreation, Library, Water and Sewer Based on the 2025 Impact Fee Study Prepared By Raftelis Financial Consultants, Inc.

Sasha Garcia, City Attorney, read Ordinance Number 25-27 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; relating to municipal impact fees; amending Chapter 2, Article IV, Division 4 (Law Enforcement Impact Fees), Chapter 38, Article V (Fire Impact Fees), Chapter 58, Article III (Library Impact Fees), Chapter 66, Article II (Parks and Recreation Impact Fees), and Chapter 94, Article VII (Water and Wastewater Capacity Impact Fees) of the Code of Ordinances; adopting updated impact fees for Police, Fire, Parks and Recreation, Library and Water and Wastewater services based on the 2025 Municipal Impact Fee Study prepared by Raftelis Financial Consultants, Inc.; making legislative findings, including extraordinary circumstances justifying an exemption from the phase-in limitations of Section 163.31801, Florida Statutes; providing for codification, severability, and conflicts; and providing that this ordinance shall be adopted prior to October 1, 2025, with an effective date of January 1, 2026, pursuant to Section 163.31801, Florida Statutes.

Attorney Garcia opened the public hearing at 6:33 p.m. There being no further public comment, the hearing was closed at 6:33 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Lee, to adopt Ordinance Number 25-27 on final reading. The motion passed on the following vote:

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

Tom Carrino, City Manager, noted that the effective date will be January 1, 2026. Any applications that come in prior would be under the current fees, not the new fees. He commented that staff would do the statutorily required notices. He explained there is a 90-day advertising and education period.

3. Future Agenda Items and Comments

3.1 City Commission

Vice Mayor Ashcraft commented on the need for a waiver program for affordable housing and infill development.

Commissioner Holland and Mayor Hawkins both expressed agreement for considering such a program.

Commissioner Asbate asked the Commission to consider removing Resolution 25-72 from the next agenda. He asked to have further discussion or a workshop prior to consideration.

Commissioner Lee agreed with the suggestion.

Attorney Garcia explained there would be opportunity for discussion at that time as it is not on the Consent Agenda. She explained that it contains recommendations for Commission - Developer communications. She noted that it has already been advertised so it would have to be discussed at that time. She confirmed it could be pulled during the regular Commission meeting but not during that night's special meeting.

Commissioner Asbate asked if it could be pulled from the agenda at the beginning of the meeting with Attorney Garcia explaining that the current meeting was for a specific topic and other items could not be considered. She indicated the resolution has already been advertised so they have to let the public have input during the regular meeting, but they can table the resolution at that time or whatever they want to do.

Commissioner Holland confirmed for the Commission that since it has been advertised they would have to wait until the night of the regular meeting.

Attorney Garcia explained what items might be removed from the agenda and why. She noted other items that may have been pulled were due to applicants withdrawing or an item may not have been approved by the LPA.

Commissioner Asbate asked who placed the item on the agenda with Attorney Garcia stating that she has had Commissioners tell her they need to establish a policy regarding communications with developers; therefore, she developed the policy and placed it on the agenda. She explained the purpose of the resolution is to establish a policy for the Commission's consideration. She noted that she has previously advised the Commissioners that it is best to have developers only speak to the Commissioners during the meetings in order to avoid the perception of inappropriate conversations occurring.

Commissioner Lee indicated she had asked the City Attorney about guidelines for meeting with developers, but she did not ask the City Attorney to place it on the agenda.

Attorney Garcia explained that is why she developed the policy and then had it placed on the agenda. She explained the need for the policy to provide guidance.

3.2 City Manager: None

3.3 City Attorney: None

3.4 Mayor: None

4. Adjournment: 6:46 p.m.

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Item 2.1

CHRISTINE HALLORAN
City Clerk

WILLIE L. HAWKINS
Mayor/Commissioner



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 23, 2025

RE: Fire Department Meritorious Award for Positive Outcome for a Critical Traumatic Call

Introduction:

Recognition of B-shift with an award for a call on 06/29/2025 in Grand Island.

The following personnel are begin recognized:

1. Lt Buschor
2. Lt Peckham
3. Sr Eng Bateman
4. Eng Rimes
5. FF Mencia
6. FF Anderson

Prepared By:

Deputy Chief Shawn Kelleher

Reviewed By:

Chief Michael Swanson



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: OCTOBER 23, 2025

RE: RECOGNITION OF FLORIDA FESTIALS AND EVENTS SUNSATIONAL AWARDS RECEIVED BY THE CITY OF EUSTIS EVENTS AND COMMUNICATION DEPARTMENT

Background:

The Florida Festivals & Events Association (FFEA) recently announced the winners of its annual Sunsational Awards during their 31st annual convention and tradeshow in Orlando, Florida. The Program recognizes members' innovation, individuality and creative collaboration. Nominations were judged by a blue-ribbon panel representing media outlets, printing companies, website designers, photographers, promotional marketing professionals and social media experts.

The City of Eustis' Events and Communication Department was proudly recognized in multiple categories:

123rd Annual Georgefest

1. 1st Place – Tickets & Invitations
2. 1st Place – T-shirt
3. 1st Place – Promotional Poster
4. 1st Place – Promotional Item
5. 1st Place – Radio
6. 3rd Place – Photo

Clifford House Opening

7. 2nd Place – Tickets & Invitations

Light Up Eustis

8. 1st Place – Promotional Poster

Reviewed By: Tom Carrino, City Manager



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 23, 2025

RE: Resolution Number 25-78: Annexation Agreement and Developer's Agreement To Provide Water Service Outside the City Limits for a Real Property (addressed unassigned) on Honey Blossom Drive (Alternate Key 1407591)

Introduction:

Resolution Number 25-78 approves an Applicant's Agreement for provision of potable water to property outside the City limits, located at the corner of Honey Blossom Drive and Apiary Road, Grand Island, FL (Alt. Key # 1407591).

Background:

Elaine Tumlin seeks water services from the City of Eustis at her property at Honey Blossom Drive and Apiary Road (Alt. Key 1407591) in the Grand Island area. The 4.52-acre property is currently vacant. The City has a water line that runs nearby her property so she is seeking to tie into that utility line.

The property is located within Lake County but not close to the City limits. By signing and submitting this application, Ms. Tumlin agrees that when the City has expanded into her area, her property can be annexed. She also understands that she 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 25-78.

Policy Implications:

None

Budget/Staff Impact:

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

Business Impact Analysis:

Not applicable

Prepared By:

Kyle Wilkes, AICP, Senior Planner

Reviewed By:

Mike Lane, AICP, Development Services Director

RESOLUTION NUMBER 25-78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; APPROVING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR PROVISION OF CITY WATER SERVICE TO NON-CONTIGUOUS REAL PROPERTY LOCATED AT UNASSIGNED ADDRESS HONEY BLOSSOM DRIVE (ALTERNATE KEY 1407591), GRAND ISLAND, FLORIDA; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Elaine Tumlin is the Owner of real property located at the corner of Apiary Road and Honey Blossom Drive, Grand Island, Florida, (the "Property"), more particularly described and depicted in the Annexation Agreement (the "Agreement") attached hereto and incorporated herein by reference (Parcel ID No.: 31-18-26-0001-000-00102); and

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

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

WHEREAS, the City has reviewed the location of the Property and determined that municipal utility services are available from existing lines; 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 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 Mayor is authorized to execute the Annexation Agreement between the City of Eustis and Elaine B. Tumlin. A copy of said Agreement being attached hereto and incorporated herein by reference.

SECTION 2. A certified copy of this Resolution and the executed original Annexation Agreement shall be recorded in the Public Records of Lake County, Florida.

SECTION 3. That this Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this 23rd day of October 2025 in regular session of the City Commission of the City of Eustis, Florida.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by Wille L. Hawkins, Mayor, and Christine Halloran, City Clerk, who are personally known to me and who personally appeared before 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 but I have not performed an independent title examination as to the accuracy of the legal description.

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-78 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

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 ELAINE M. TUMLIN whose mailing address is P.O. Box 350005, Grand Island, Florida 32735 (the "Owners").

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

ELAINE M. TUMLIN
P.O. Box 350005
Grand Island, FL 32735

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.

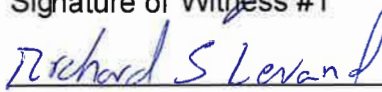
- A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**
- B. This Agreement may not be modified or amended, or any term or provision hereof 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**


Signature of Witness #1


Print or Type Name of Witness #1


Signature of Witness #2


Print or Type Name of Witness #2

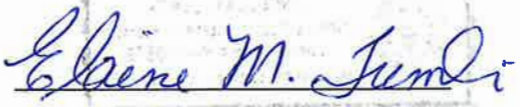
Signature of Witness #1

Print or Type Name of Witness #1

Signature of Witness #2

Print or Type Name of Witness #2

OWNERS



Signature of Owner

CITY

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Annexation Agreement was acknowledged before me this 1st day of October 2025 by Elaine Tumlin and N/A, respectively, who is / are personally known to me or produced FL-DL as identification and by means of ☒ physical presence or ☐ online notarization.

Angelica Jungk
Notary Signature
Print Name: Angelica L. Jungk
My Commission Expires: 06-26-26



State of Florida County of _____
The foregoing instrument was acknowledged before me
this _____ day of _____, 20____.
By _____
Personally know _____ OR produced identification _____
Type of identification produced _____
_____, Notary Public
My Commission Expires _____

ACCEPTED BY CITY OF EUSTIS, FLORIDA

BY: _____
Willie Hawkins
Mayor/Commissioner

This _____ day of _____ 2025.

ATTEST:

Christine Halloran, CMC, City Clerk

Approved as to form and legality:

Sasha Garcia, City Attorney

EXHIBIT "A"

Tax Parcel ID: 31-18-26-0001-000-00102

Alternate Key: 1407591

Legal Description:

The South 1/2 of the North 1/2 of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 31, Township 18 South of Range 26 East of the Tallahassee Meridian, of the Public Records of Lake County, Florida, LESS the East 33 feet for road right of way.

Exhibit "B"
Location Map



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: 31-18-26-0001-000-00102
Alternate Key Number: 1407591

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

This Agreement is made and entered into effective this 23rd day of October, 2025 by and between THE CITY OF EUSTIS, FLORIDA, a Florida Municipal Corporation (hereinafter referred to as "City" or "Utility") and ELAINE TUMLIN, PROPERTY OWNER, and their successors and assigns (hereinafter referred to as "Applicant").

WITNESSETH

WHEREAS, Applicant is the fee simple owner of approximately two 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:

Sasha Garcia, Esq.
Bowen|Schroth
600 Jennings Ave.
Eustis, FL 32726

Developer, Owner, Applicant:

Elaine M. Tumlin
P.O. Box 350005
Grand Island, Florida 32735

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 25-78.
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

Willie L. Hawkins, Mayor/Commissioner

This 23rd day of October, 2025.

ATTEST:

Christine Halloran, City Clerk



Approved as to form and legality:

Sasha Garcia, City Attorney

"DEVELOPER"

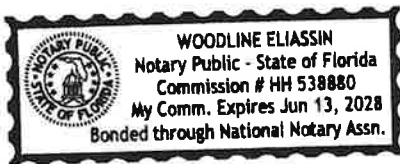

Elaine Tumlin

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 10th day of October, 2025 by Elaine Tumlin ("Applicant") who is personally known to me _____ or produced Driver licence as identification and by means of ☐ physical presence or ☐ online notarization.


Notary Signature

Print Name: Woodline Eliassin



Notary Public, State of Florida Commission Number:
HH 538880

My Commission Expires: June 13 2028

Exhibit A

Legal Description

SOUTH 1/2 OF NORTH 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4--LESS EAST 33 FEET FOR
APIARY ROAD 5-6745 IN ORB 1292 PG 2212-- ORB 974 PG 820 ORB 1292 PG 2211 ORB 3284 PG
1116 ORB 5657 PG 494

Exhibit B Location Map





City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 23, 2025

RE: Resolution Number 25-79: Authorizing Multiple Annual Purchases in Excess of \$100,000 for Products and Services Essential to the Daily Operations of Public Utilities

Introduction:

The City of Eustis Purchasing Ordinance requires that City Commission approve any purchase exceeding \$100,000. Resolution Number 25-79 authorizes multiple annual purchases in excess of \$100,000 for products and services that are essential in the daily operations of the Public Utilities Department.

Background:

- 1.) The Public Utilities Department uses Neptune Technology's water meters, meter heads, and rebuild kits for their day-to-day operations. Ferguson Waterworks is the sole authorized Neptune Distributor for sales, service, and warranty of Neptune water products and AMR systems for the State of Florida (sole source letter available upon request). The estimated cost based on previous years' purchases for these products will be over \$100,000 and is included in the approved budget Fiscal Year 2025-2026 budget.
- 2.) Sodium Hypochlorite is the established and permitted method of maintaining drinking water quality standards and disinfecting wastewater treatment plant effluent in order to meet the water quality provisions set forth in the Safe Water Drinking Act and Florida Department of Environmental Protection water quality standards. Odyssey Manufacturing is the contracted supplier through a contract with Marion County Utilities, which is valid through September 30, 2028 at a price of \$1.84 per gallon. The City of Eustis is able to piggyback this contract. The estimated annual cost of Sodium Hypochlorite for the Public Utilities department exceeds \$100,000 and is included in the approved Fiscal Year 2025-2026 budget.
- 3.) The Wastewater Treatment Plants produce between 3,800 and 4,600 cubic yards of bio-solids per year. The Florida Department of Environmental Protection requires that wastewater bio-solid residuals be disposed of in accordance with Florida Administrative Code; this requires bio-solids to be hauled and processed by a licensed Residuals Management Facility. Shelley's Environmental is our contracted vendor via a piggyback contract with Tohopekaliga Water Authority that is valid through July 26, 2026. The annual cost of bio-solid hauling is over \$100,000 and is included in the approved Fiscal Year 2025-2026 budget.

Recommended Action:

Staff recommends approval of Resolution Number 25-79.

Policy Implications:

N/A

Budget/Staff Impact:

The funds for the proposed purchases have been included in the approved Fiscal Year 2025-2026 budget.

Business Impact Estimate:

N/A

Prepared By:

Olivia Luce – Administrative Assistant, Public Utilities

Reviewed By:

Jeff Brinson, Wastewater Superintendent

Paul Shepherd, Water Superintendent

Michael Brundage, Deputy Director of Public Utilities

Attachments:

Resolution Number 25-79

Available Upon Request:

Above Referenced Contracts

Neptune Sole Source Letter

RESOLUTION NUMBER 25-79**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 AND SERVICES ESSENTIAL TO THE DAILY OPERATIONS OF PUBLIC UTILITIES**

WHEREAS, the Public Utilities Department has need of essential services and products for daily operations which require expenditures greater than \$100,000 each annually; and

WHEREAS, City of Eustis Purchasing Ordinance requires the City Commission to approve any purchase exceeding \$100,000; and

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

WHEREAS, the Public Utilities Department solicited quotes for water meters and related equipment, Sodium Hypochlorite, and bio-solid hauling in accordance with the City's purchasing policies for lowest bids; and

WHEREAS, Neptune Technology sold by Ferguson Waterworks (water meters), Odyssey Manufacturing (Sodium Hypochlorite), and Shelley's Environmental (bio-solid hauling) are the lowest bidders for their field of service; 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 expenditures in excess of \$100,000 for water meters and related equipment, Sodium Hypochlorite, and bio-solid hauling; and
- (2) The City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase; and
- (3) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 23rd day of October 2025, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

ATTEST:

Willie L. Hawkins
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 23rd day of October 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-79 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: Tom Carrino, City Manager

DATE: October 23, 2025

RE: Resolution Number 25-80: Approving an Expenditure in Excess of \$100,000.00 for Construction Phase I of the Greenwood Cemetery Improvements and the Veterans Memorial

Introduction:

Resolution Number 25-80 approves an expenditure in excess of \$100,000 for the construction of the Greenwood Cemetery Improvements for the City of Eustis and authorizes the City Manager to execute all related agreements.

Background:

Engineering has been exploring the possibility of developing a new cremation garden and estate plots in the Greenwood Cemetery. The current layout of the cemetery doesn't allow for estate plots for families. Our current cremation garden has plots that are two feet by two feet. These plots were not designed to include space for walking. Also, the cemetery's columbarium niches are all sold. Staff have noted a trend that more families are opting for cremation over traditional burials.

Engineering contracted with Kimley-Horn to develop a concept design for a new cremation garden with a tranquil path and estate plots in the F section of the cemetery. Their design also includes several new columbarium niches. Citizens will be able to purchase a columbarium niche, a family estate plot, or a cremation plot along the tranquil garden pathway. The Engineering Department has also designed a new Veterans Memorial on the west side of the Cemetery. The bid package was aligned as the Base Bid was for the Phase 1 Improvements. There were 3 bid alternates to include a Phase 2 and Phase 3 of the Kimley Horn package as well as the addition of a Veteran's Memorial.

Four bids were received by licensed contractors during the October 1, 2025 bid opening for the Greenwood Cemetery project. The desired combination of the Base Bid (Phase 1 Tranquil Gardens/Estate Plots) and the Alternate 3 Veteran's Memorial fell within our project budget. This selected combination will allow for the majority of the project construction with a separate phase 2/phase 3 future construction as the need is warranted. The total combined bids for the Base Bid plus Alternate 3 option from the four contractors ranged from a low of \$649,382.04 to a high of \$1,199,916.75. City staff is confident that they received competitive pricing and reasonable bids. JCR Construction and Services submitted the lowest total base bid of \$649,382.04. In reviewing JCR Construction and Services' bid package, no deficiencies were noted. The City's Purchasing Policies require that City Commission approve any expenditure that exceeds \$100,000.

Recommended Action:

Staff recommend approval of Resolution Number 25-80.

Policy Implications:

N/A

Budget/Staff Impact:

The approved Fiscal Year 2025-2026 budget has allocated funds of \$569,800.00 for the Construction of Phase 1 of the Greenwood Cemetery Improvements and \$80,000 in Facility Improvements dedicated to the Veterans Memorial Project as shown below:

010-8600-517-60-15	Cemetery Improvements	\$569,800.00
010-8600-517-61-01	Facility Improvements	\$80,000.00

No budget transfers nor amendments are required to cover the associated costs of this project.

Business Impact Estimate:

N/A

Prepared By:

Michelle C. Saxman, Assistant Project Manager

Reviewed By:

Chris Helme, Administrative Supervisor, Public Utilities
Rick Gierok, Director, Engineering and Capital Improvement Projects
Greg Dobbins, Director, Public Works

Attachments:

Resolution Number 25-80

Available Upon Request:

Greenwood Cemetery Site Improvements Engineering
Veterans Memorial at Greenwood Cemetery Engineering
JCR Bid Proposal
Bid Tabs

RESOLUTION NUMBER 25-80**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING AN EXPENDITURE IN EXCESS OF \$100,000 FOR CONSTRUCTION PHASE I OF THE GREENWOOD CEMETERY IMPROVEMENTS AND THE VETERANS MEMORIAL**

WHEREAS, the Engineering Department has need for construction services to improve Greenwood Cemetery on the East side of Haselton Avenue and for construction of the Veterans Memorial on the West Side of Haselton Avenue; and

WHEREAS, the City of Eustis, Florida advertised invitations to bid (City of Eustis Bid Number 008-25) for the Greenwood Cemetery Construction Phase I and Veterans Memorial Project in accordance with the City's Purchasing Policies; and

WHEREAS, the City received and opened four (4) individual responses to said Invitation to Bid on October 1, 2025; and

WHEREAS, JCR Construction and Services is the lowest responsive, responsible bidder for the project and possesses the required qualifications to perform the services necessary and to provide products and equipment as noted in the design specifications; and

WHEREAS, the JCR Construction and Services Base Bid plus Veteran's Memorial alternate, totaling \$649,382.04, falls within the City's Fiscal Year 2025/2026 approved budget and includes adequate funding for this project; and

WHEREAS, City Purchasing Ordinance requires the City Commission to approve any purchase exceeding \$100,000.

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

- (1) That the Engineering Department is hereby authorized to spend in excess of \$100,000 for Construction Phase I of the Greenwood Cemetery Improvements and Veterans Memorial funded within the existing budget; and
- (2) That the City Manager is authorized to execute all agreements necessary to provide said services with the above-listed vendor.
- (3) That this Resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 23rd day of October 2025, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 23rd day of October 2025, by Willie L. Hawkins, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-80 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: Tom Carrino, City Manager

DATE: October 23, 2025

RE: Resolution Number 25-81: Authorizing an Expenditure in Excess of \$100,000 for the Eastern Wastewater Treatment Plant Reuse Pump Station Project

Introduction:

Resolution Number 25-81 authorizes award of Bid Number 004-25 to RCM Utilities, LLC with a base bid of \$216,559 for the installation and tie-in of one additional vertical turbine high service pump, and authorizes the City Manager to execute all related agreements necessary to complete this project.

Background:

The City of Eustis' Eastern Wastewater Treatment plant currently operates with two vertical turbine high service pumps that serve the Sorrento communities. If one pump were to fail, the remaining pump would not be capable of maintaining reclaim service to residents during daily periods of peak demand. Installing a third pump will provide necessary redundancy and ensure continuous service to residents in the event of a pump failure or maintenance activity. The additional pump will not increase system capacity, as flow limitations are determined by the existing reclaim mains. The scope of work for this project includes installation of the new pump, tie-in to the existing piping manifold, electrical connection to the existing electrical panel, and SCADA integration through the plant's existing system.

Ten bids were received by licensed contractors during the October 2, 2025 bid opening for the project. The total base bids from the eight contractors ranged from a low of \$216,559 to a high of \$525,000. City staff is confident that they received competitive pricing and reasonable bids. RCM Utilities, LLC submitted the lowest total base bid of \$216,559. In reviewing RCM Utilities, LLC's bid package, no deficiencies were noted. The City's Purchasing Policies require that City Commission approve any expenditure that exceeds \$100,000.

Recommended Action:

Staff recommends approval of Resolution Number 25-81.

Policy Implications:

N/A

Budget/Staff Impact:

The approved Fiscal Year 2025-2026 budget has allocated funds of \$240,000 for the Eastern Wastewater Treatment Plant Reuse Pump Station Project as shown below:

042-8600-535-66-95	Eastern Plant Turbine Upgrade	\$240,000
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Business Impact Estimate:

N/A

Prepared By:

Olivia Luce – Administrative Assistant, Public Utilities

Reviewed By:

Michael Brundage, Deputy Director of Public Utilities

Jeff Brinson, Treatment Superintendent

Attachments:

Resolution Number 25-81

Available Upon Request:

Bid Tabs

RCM Utilities, LLC Bid Documents

RESOLUTION NUMBER 25-81**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING AN EXPENDITURE IN EXCESS OF \$100,000 FOR THE EASTERN WASTEWATER TREATMENT PLANT REUSE PUMP STATION PROJECT**

WHEREAS, the City's Eastern Wastewater Treatment Plant needs an additional turbine high service pump for redundancy in the event of a pump failure; and

WHEREAS, the City of Eustis, Florida advertised invitations to bid (City of Eustis Bid Number 004-25) for the Eastern Wastewater Treatment Plant Reuse Pump Station Project in accordance with the City's Purchasing Policies; and

WHEREAS, the City received and opened ten (10) individual responses to said Invitation to Bid on October 2, 2025; and

WHEREAS, RCM Utilities, LLC is the lowest responsive, responsible bidder for the project and possesses the required qualifications to perform the services necessary and to provide products and equipment as noted in the design specifications; and

WHEREAS, the City's approved Fiscal Year 2025-2026 budget includes funds for the Eastern Wastewater Treatment Plant Reuse Pump Station Project; 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 an expenditure in excess of \$100,000 for the Eastern Wastewater Treatment Plant Reuse Pump Station Project; and
- (2) The City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved expenditure; and
- (3) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 23rd day of October 2025, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

ATTEST:

Willie L. Hawkins
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 23rd day of October 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution 25-81 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



Eustis Police Department

51 E. Norton Ave., Eustis, FL 32726 (352) 483-5400

Administrative Services Division

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: October 23, 2025

SUBJECT: RESOLUTION NUMBER 25-84; AUTHORIZATION TO PURCHASE AND DEPLOY A SKYDIO DRONE UTILIZING FDLE FY25–26 DRONE REPLACEMENT PROGRAM GRANT FUNDS

Introduction:

Resolution Number 25-84 authorizes the Eustis Police Department to purchase and deploy a Skydio drone system utilizing funds awarded through the Florida Department of Law Enforcement (FDLE) FY25–26 Drone Replacement Program Grant in the amount of \$25,000.

Background:

The Eustis Police Department continues to implement technology designed to enhance officer safety, improve operational efficiency, and increase transparency. Unmanned Aerial Systems (UAS), commonly referred to as drones, have become critical tools in law enforcement for search and rescue operations, traffic crash reconstruction, crime scene documentation, and tactical incident response.

Through the **FDLE FY25–26 Drone Replacement Program**, the Department has secured **\$25,000 in grant funding** to acquire and deploy an advanced drone system to support public safety operations. This grant will cover the full cost of procurement, including drone hardware, accessories, training, and software integration.

After evaluating available platforms, the Department identified the **Skydio drone system** as the best fit for its operational needs. The Skydio system features **AI-driven obstacle avoidance, autonomous flight, and real-time situational awareness capabilities** that allow it to operate safely in complex or confined environments such as wooded areas, urban neighborhoods, or during tactical deployments.

The system also integrates directly with the Department's existing **Axon Evidence (Evidence.com)** digital evidence management platform. This integration ensures automatic upload, secure storage, and proper chain-of-custody compliance for all recorded flight data, aligning with the Department's established standards for digital evidence.

The deployment of the Skydio system will enhance the Department's ability to respond efficiently to critical incidents, improve documentation of scenes, and support community safety initiatives.

Item 5.5

Budget/Staff Impact:

The FDLE FY25–26 Drone Replacement Program Grant provides **\$25,000** in funding to fully cover the cost of the Skydio drone system, accessories, training, and related software.
No additional City funds are required.

Recommended Action:

The administration recommends approval of Resolution Number 25-84.

Reviewed By:

Tom Carrino, City Manager

Craig A. Capri, Chief of Police

Prepared By:

Captain Jonathan Fahning, Administrative Services Commander

RESOLUTION NUMBER 25-84

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING THE PURCHASE AND DEPLOYMENT OF A SKYDIO DRONE SYSTEM FOR THE EUSTIS POLICE DEPARTMENT UTILIZING FUNDS AWARDED THROUGH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) FY25–26 DRONE REPLACEMENT PROGRAM GRANT IN THE AMOUNT OF \$25,000.

WHEREAS, the Eustis Police Department continues to implement technology designed to enhance officer safety, improve operational efficiency, and increase transparency; and

WHEREAS, the use of Unmanned Aerial Systems (UAS), commonly referred to as drones, has proven to be an effective tool in law enforcement operations, including search and rescue, crime scene documentation, traffic crash reconstruction, and tactical incident response; and

WHEREAS, the Eustis Police Department has secured a grant award through the Florida Department of Law Enforcement (FDLE) FY25–26 Drone Replacement Program in the amount of \$25,000 to fund the purchase and deployment of an advanced drone system; and

WHEREAS, the Department has identified the Skydio drone system as the most suitable platform for its operational needs, providing advanced autonomous flight capability, obstacle avoidance, and integration with the Department's existing Axon Evidence digital evidence management system; and

WHEREAS, the purchase will be fully funded by the FDLE grant, with no additional City funds required; and

WHEREAS, City purchasing policies require City Commission approval for purchases in excess of \$100,000, and although this project is under that threshold, formal authorization by resolution is appropriate due to the nature of the State grant funding and associated equipment deployment;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, that the City of Eustis Police Department is hereby authorized to purchase and deploy a Skydio drone system utilizing the FDLE FY25–26 Drone Replacement Program Grant in the amount of \$25,000.

DONE AND RESOLVED, this 23rd day of October 2025, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 23rd day of October 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-84 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: TOM CARRINO, CITY MANAGER

DATE: OCTOBER 23, 2025

RE: RESOLUTON NUMBER 25-75: REFINANCING OF CRA COMMUNITY REDEVELOPMENT LOAN FOR 3 DOWNTOWN LOTS

Introduction:

The City's Community Redevelopment Fund (CRA) loan obtained to acquire the three (3) downtown lots known as the "Waterman Site" came due on September 4, 2025. Upon maturity, the loan balloon payment was paid off with the cash in the bank used as collateral for the loan, leaving a remaining balance of \$2,415,777.15 to be refinanced.

Background:

On September 20, 2020, a loan was issued to the CRA for the three downtown lots by United Southern Bank (USB) in the amount of \$3,000,000. The loan was issued for 5 years, with a balloon payment due at the end of 5 years. The loan was collateralized with cash which allows the City to sell the property at any time if it is so desired.

On August 7, 2025, the CRA Board held a workshop to discuss refinancing options. Due to the significant increase in loan interest rates since 2020, it was determined that the City's General Fund would internally finance the remaining CRA balance of \$2.4 million. With the future use of the lots still unknown, this type of arrangement allows for flexible terms, easy refinancing ability, no collateral, a favorable interest rate, no prepayment fees or closing costs and the ability to structure the loan on any terms approved by the CRA Board.

After discussing several proposed options, the CRA Board directed staff to move forward with internal loan documents. The terms of the loan are fifteen (15) year simple interest, with an interest rate of 2.875%, the same rate as the previous loan. The monthly loan payment will be \$16,538.07. The previous monthly payment was \$16,512.37. The loan will be paid off in October of 2040. The CRA currently sunsets in 2047 assuming no changes are made at the legislative level before then.

Recommended Action:

Approve Resolution Number 25-75 authorizing the General Fund to issue a loan in the amount of \$2,415,777.15, with an interest rate of 2.875% with a fifteen (15) year term. Monthly payments will be \$16,538.07. The CRA would be able to easily meet the annual debt service payments.

Prepared by:

Lori Carr, Finance Director

Reviewed by:

Mari Leisen, Deputy Finance Director

Attachments:

CRA Loan Amortization Schedule

CRA Loan Documents

RESOLUTION NUMBER 25-75

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PROMISSORY NOTE TO DOCUMENT INTERFUND FINANCING FROM THE CITY'S GENERAL FUND TO THE EUSTIS DOWNTOWN & EAST TOWN REDEVELOPMENT AGENCY, AUTHORIZING EXECUTION OF SAID NOTE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Eustis ("City") is the governing body responsible for oversight of the City's financial affairs and administration of the General Fund; and

WHEREAS, the Eustis Downtown & East Town Redevelopment Agency ("CRA") is a public body corporate and politic established pursuant to Chapter 163, Part III, Florida Statutes, to carry out community redevelopment activities consistent with the adopted Community Redevelopment Plan; and

WHEREAS, in 2020, the CRA acquired property known as the "Waterman Site" using external financing in the principal amount of \$3,000,000 from United Southern Bank to advance its redevelopment objectives; and

WHEREAS, the CRA satisfied its loan obligation on September 4, 2025, with a final balloon payment of \$2,415,777.15, which was paid using an interfund advance from the City's General Fund; and

WHEREAS, the CRA has requested, and the City has agreed to extend, an internal loan to document the repayment of said advance under agreed-upon terms; and

WHEREAS, the Promissory Note (attached hereto as Exhibit A) documents the terms of such intergovernmental loan, including interest, repayment schedule, and permissible remedies, and affirms that the transaction is consistent with Article VII, Section 10 of the Florida Constitution and Chapter 163, Florida Statutes.

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

Section 1. Approval of Promissory Note.

The Promissory Note by and between the City of Eustis General Fund and the Eustis Downtown & East Town Redevelopment Agency, in the principal amount of \$2,415,777.15, attached hereto as Exhibit A, is hereby approved.

Section 2. Authorization to Execute.

The City Manager is authorized to execute the Promissory Note and to take all necessary administrative actions to implement the terms thereof.

Section 3. Public Purpose

The City Commission finds and declares that this interfund loan serves a valid public purpose, supports lawful redevelopment objectives, and is consistent with the CRA Plan adopted pursuant to Section 163.360, Florida Statutes.

Section 4. Effective Date.

This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 23rd day of October 2025, in the regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 23rd day of October 2025 by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date**CERTIFICATE OF POSTING**

The foregoing Resolution Number 25-75 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

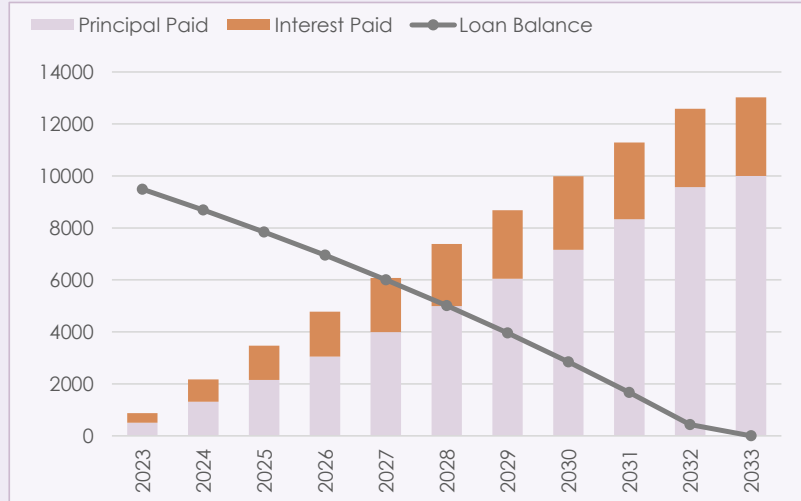
CRA Loan Amortization Schedule

Loan details

Loan amount	\$2,415,777.15
Annual interest rate	2.875%
Loan period in years	15
Start date of loan	10/23/2025

Loan summary

Monthly payment	\$16,538.07
Number of payments	180
Total interest	\$561,074.62
Total cost of loan	\$2,976,851.77



Pmt no.	Payment date	Beginning balance	Payment	Principal	Interest	Ending balance
1	11/23/2025	\$2,415,777.15	\$16,538.07	\$10,750.27	\$5,787.80	\$2,405,026.88
2	12/23/2025	\$2,405,026.88	\$16,538.07	\$10,776.02	\$5,762.04	\$2,394,250.86
3	1/23/2026	\$2,394,250.86	\$16,538.07	\$10,801.84	\$5,736.23	\$2,383,449.02
4	2/23/2026	\$2,383,449.02	\$16,538.07	\$10,827.72	\$5,710.35	\$2,372,621.30
5	3/23/2026	\$2,372,621.30	\$16,538.07	\$10,853.66	\$5,684.41	\$2,361,767.64
6	4/23/2026	\$2,361,767.64	\$16,538.07	\$10,879.66	\$5,658.40	\$2,350,887.98
7	5/23/2026	\$2,350,887.98	\$16,538.07	\$10,905.73	\$5,632.34	\$2,339,982.25
8	6/23/2026	\$2,339,982.25	\$16,538.07	\$10,931.86	\$5,606.21	\$2,329,050.39
9	7/23/2026	\$2,329,050.39	\$16,538.07	\$10,958.05	\$5,580.02	\$2,318,092.34
10	8/23/2026	\$2,318,092.34	\$16,538.07	\$10,984.30	\$5,553.76	\$2,307,108.04
11	9/23/2026	\$2,307,108.04	\$16,538.07	\$11,010.62	\$5,527.45	\$2,296,097.42
12	10/23/2026	\$2,296,097.42	\$16,538.07	\$11,037.00	\$5,501.07	\$2,285,060.42
13	11/23/2026	\$2,285,060.42	\$16,538.07	\$11,063.44	\$5,474.62	\$2,273,996.98
14	12/23/2026	\$2,273,996.98	\$16,538.07	\$11,089.95	\$5,448.12	\$2,262,907.03
15	1/23/2027	\$2,262,907.03	\$16,538.07	\$11,116.52	\$5,421.55	\$2,251,790.52
16	2/23/2027	\$2,251,790.52	\$16,538.07	\$11,143.15	\$5,394.91	\$2,240,647.37
17	3/23/2027	\$2,240,647.37	\$16,538.07	\$11,169.85	\$5,368.22	\$2,229,477.52
18	4/23/2027	\$2,229,477.52	\$16,538.07	\$11,196.61	\$5,341.46	\$2,218,280.91
19	5/23/2027	\$2,218,280.91	\$16,538.07	\$11,223.43	\$5,314.63	\$2,207,057.48
20	6/23/2027	\$2,207,057.48	\$16,538.07	\$11,250.32	\$5,287.74	\$2,195,807.15
21	7/23/2027	\$2,195,807.15	\$16,538.07	\$11,277.28	\$5,260.79	\$2,184,529.88
22	8/23/2027	\$2,184,529.88	\$16,538.07	\$11,304.30	\$5,233.77	\$2,173,225.58
23	9/23/2027	\$2,173,225.58	\$16,538.07	\$11,331.38	\$5,206.69	\$2,161,894.20
24	10/23/2027	\$2,161,894.20	\$16,538.07	\$11,358.53	\$5,179.54	\$2,150,535.67
25	11/23/2027	\$2,150,535.67	\$16,538.07	\$11,385.74	\$5,152.33	\$2,139,149.93
26	12/23/2027	\$2,139,149.93	\$16,538.07	\$11,413.02	\$5,125.05	\$2,127,736.91
27	1/23/2028	\$2,127,736.91	\$16,538.07	\$11,440.36	\$5,097.70	\$2,116,296.55
28	2/23/2028	\$2,116,296.55	\$16,538.07	\$11,467.77	\$5,070.29	\$2,104,828.78
29	3/23/2028	\$2,104,828.78	\$16,538.07	\$11,495.25	\$5,042.82	\$2,093,333.53

Pmt no.	Payment date	Beginning balance	Payment	Principal	Interest	Ending balance
30	4/23/2028	\$2,093,333.53	\$16,538.07	\$11,522.79	\$5,015.28	\$2,081,810.75
31	5/23/2028	\$2,081,810.75	\$16,538.07	\$11,550.39	\$4,987.67	\$2,070,260.35
32	6/23/2028	\$2,070,260.35	\$16,538.07	\$11,578.07	\$4,960.00	\$2,058,682.29
33	7/23/2028	\$2,058,682.29	\$16,538.07	\$11,605.81	\$4,932.26	\$2,047,076.48
34	8/23/2028	\$2,047,076.48	\$16,538.07	\$11,633.61	\$4,904.45	\$2,035,442.87
35	9/23/2028	\$2,035,442.87	\$16,538.07	\$11,661.48	\$4,876.58	\$2,023,781.39
36	10/23/2028	\$2,023,781.39	\$16,538.07	\$11,689.42	\$4,848.64	\$2,012,091.96
37	11/23/2028	\$2,012,091.96	\$16,538.07	\$11,717.43	\$4,820.64	\$2,000,374.53
38	12/23/2028	\$2,000,374.53	\$16,538.07	\$11,745.50	\$4,792.56	\$1,988,629.03
39	1/23/2029	\$1,988,629.03	\$16,538.07	\$11,773.64	\$4,764.42	\$1,976,855.39
40	2/23/2029	\$1,976,855.39	\$16,538.07	\$11,801.85	\$4,736.22	\$1,965,053.54
41	3/23/2029	\$1,965,053.54	\$16,538.07	\$11,830.12	\$4,707.94	\$1,953,223.42
42	4/23/2029	\$1,953,223.42	\$16,538.07	\$11,858.47	\$4,679.60	\$1,941,364.95
43	5/23/2029	\$1,941,364.95	\$16,538.07	\$11,886.88	\$4,651.19	\$1,929,478.07
44	6/23/2029	\$1,929,478.07	\$16,538.07	\$11,915.36	\$4,622.71	\$1,917,562.71
45	7/23/2029	\$1,917,562.71	\$16,538.07	\$11,943.90	\$4,594.16	\$1,905,618.81
46	8/23/2029	\$1,905,618.81	\$16,538.07	\$11,972.52	\$4,565.55	\$1,893,646.29
47	9/23/2029	\$1,893,646.29	\$16,538.07	\$12,001.20	\$4,536.86	\$1,881,645.08
48	10/23/2029	\$1,881,645.08	\$16,538.07	\$12,029.96	\$4,508.11	\$1,869,615.13
49	11/23/2029	\$1,869,615.13	\$16,538.07	\$12,058.78	\$4,479.29	\$1,857,556.35
50	12/23/2029	\$1,857,556.35	\$16,538.07	\$12,087.67	\$4,450.40	\$1,845,468.68
51	1/23/2030	\$1,845,468.68	\$16,538.07	\$12,116.63	\$4,421.44	\$1,833,352.05
52	2/23/2030	\$1,833,352.05	\$16,538.07	\$12,145.66	\$4,392.41	\$1,821,206.39
53	3/23/2030	\$1,821,206.39	\$16,538.07	\$12,174.76	\$4,363.31	\$1,809,031.63
54	4/23/2030	\$1,809,031.63	\$16,538.07	\$12,203.93	\$4,334.14	\$1,796,827.70
55	5/23/2030	\$1,796,827.70	\$16,538.07	\$12,233.17	\$4,304.90	\$1,784,594.54
56	6/23/2030	\$1,784,594.54	\$16,538.07	\$12,262.47	\$4,275.59	\$1,772,332.06
57	7/23/2030	\$1,772,332.06	\$16,538.07	\$12,291.85	\$4,246.21	\$1,760,040.21
58	8/23/2030	\$1,760,040.21	\$16,538.07	\$12,321.30	\$4,216.76	\$1,747,718.91
59	9/23/2030	\$1,747,718.91	\$16,538.07	\$12,350.82	\$4,187.24	\$1,735,368.09
60	10/23/2030	\$1,735,368.09	\$16,538.07	\$12,380.41	\$4,157.65	\$1,722,987.67
61	11/23/2030	\$1,722,987.67	\$16,538.07	\$12,410.07	\$4,127.99	\$1,710,577.60
62	12/23/2030	\$1,710,577.60	\$16,538.07	\$12,439.81	\$4,098.26	\$1,698,137.79
63	1/23/2031	\$1,698,137.79	\$16,538.07	\$12,469.61	\$4,068.46	\$1,685,668.18
64	2/23/2031	\$1,685,668.18	\$16,538.07	\$12,499.49	\$4,038.58	\$1,673,168.70
65	3/23/2031	\$1,673,168.70	\$16,538.07	\$12,529.43	\$4,008.63	\$1,660,639.26
66	4/23/2031	\$1,660,639.26	\$16,538.07	\$12,559.45	\$3,978.61	\$1,648,079.81
67	5/23/2031	\$1,648,079.81	\$16,538.07	\$12,589.54	\$3,948.52	\$1,635,490.27
68	6/23/2031	\$1,635,490.27	\$16,538.07	\$12,619.70	\$3,918.36	\$1,622,870.57
69	7/23/2031	\$1,622,870.57	\$16,538.07	\$12,649.94	\$3,888.13	\$1,610,220.63
70	8/23/2031	\$1,610,220.63	\$16,538.07	\$12,680.25	\$3,857.82	\$1,597,540.39
71	9/23/2031	\$1,597,540.39	\$16,538.07	\$12,710.62	\$3,827.44	\$1,584,829.76
72	10/23/2031	\$1,584,829.76	\$16,538.07	\$12,741.08	\$3,796.99	\$1,572,088.68
73	11/23/2031	\$1,572,088.68	\$16,538.07	\$12,771.60	\$3,766.46	\$1,559,317.08
74	12/23/2031	\$1,559,317.08	\$16,538.07	\$12,802.20	\$3,735.86	\$1,546,514.88
75	1/23/2032	\$1,546,514.88	\$16,538.07	\$12,832.87	\$3,705.19	\$1,533,682.01
76	2/23/2032	\$1,533,682.01	\$16,538.07	\$12,863.62	\$3,674.45	\$1,520,818.39
77	3/23/2032	\$1,520,818.39	\$16,538.07	\$12,894.44	\$3,643.63	\$1,507,923.95

Pmt no.	Payment date	Beginning balance	Payment	Principal	Interest	Ending balance
78	4/23/2032	\$1,507,923.95	\$16,538.07	\$12,925.33	\$3,612.73	\$1,494,998.62
79	5/23/2032	\$1,494,998.62	\$16,538.07	\$12,956.30	\$3,581.77	\$1,482,042.32
80	6/23/2032	\$1,482,042.32	\$16,538.07	\$12,987.34	\$3,550.73	\$1,469,054.98
81	7/23/2032	\$1,469,054.98	\$16,538.07	\$13,018.45	\$3,519.61	\$1,456,036.53
82	8/23/2032	\$1,456,036.53	\$16,538.07	\$13,049.64	\$3,488.42	\$1,442,986.88
83	9/23/2032	\$1,442,986.88	\$16,538.07	\$13,080.91	\$3,457.16	\$1,429,905.97
84	10/23/2032	\$1,429,905.97	\$16,538.07	\$13,112.25	\$3,425.82	\$1,416,793.72
85	11/23/2032	\$1,416,793.72	\$16,538.07	\$13,143.66	\$3,394.40	\$1,403,650.06
86	12/23/2032	\$1,403,650.06	\$16,538.07	\$13,175.15	\$3,362.91	\$1,390,474.91
87	1/23/2033	\$1,390,474.91	\$16,538.07	\$13,206.72	\$3,331.35	\$1,377,268.19
88	2/23/2033	\$1,377,268.19	\$16,538.07	\$13,238.36	\$3,299.71	\$1,364,029.83
89	3/23/2033	\$1,364,029.83	\$16,538.07	\$13,270.08	\$3,267.99	\$1,350,759.75
90	4/23/2033	\$1,350,759.75	\$16,538.07	\$13,301.87	\$3,236.20	\$1,337,457.88
91	5/23/2033	\$1,337,457.88	\$16,538.07	\$13,333.74	\$3,204.33	\$1,324,124.14
92	6/23/2033	\$1,324,124.14	\$16,538.07	\$13,365.68	\$3,172.38	\$1,310,758.46
93	7/23/2033	\$1,310,758.46	\$16,538.07	\$13,397.71	\$3,140.36	\$1,297,360.75
94	8/23/2033	\$1,297,360.75	\$16,538.07	\$13,429.81	\$3,108.26	\$1,283,930.94
95	9/23/2033	\$1,283,930.94	\$16,538.07	\$13,461.98	\$3,076.08	\$1,270,468.96
96	10/23/2033	\$1,270,468.96	\$16,538.07	\$13,494.23	\$3,043.83	\$1,256,974.73
97	11/23/2033	\$1,256,974.73	\$16,538.07	\$13,526.56	\$3,011.50	\$1,243,448.17
98	12/23/2033	\$1,243,448.17	\$16,538.07	\$13,558.97	\$2,979.09	\$1,229,889.20
99	1/23/2034	\$1,229,889.20	\$16,538.07	\$13,591.46	\$2,946.61	\$1,216,297.74
100	2/23/2034	\$1,216,297.74	\$16,538.07	\$13,624.02	\$2,914.05	\$1,202,673.72
101	3/23/2034	\$1,202,673.72	\$16,538.07	\$13,656.66	\$2,881.41	\$1,189,017.06
102	4/23/2034	\$1,189,017.06	\$16,538.07	\$13,689.38	\$2,848.69	\$1,175,327.68
103	5/23/2034	\$1,175,327.68	\$16,538.07	\$13,722.18	\$2,815.89	\$1,161,605.51
104	6/23/2034	\$1,161,605.51	\$16,538.07	\$13,755.05	\$2,783.01	\$1,147,850.46
105	7/23/2034	\$1,147,850.46	\$16,538.07	\$13,788.01	\$2,750.06	\$1,134,062.45
106	8/23/2034	\$1,134,062.45	\$16,538.07	\$13,821.04	\$2,717.02	\$1,120,241.41
107	9/23/2034	\$1,120,241.41	\$16,538.07	\$13,854.15	\$2,683.91	\$1,106,387.25
108	10/23/2034	\$1,106,387.25	\$16,538.07	\$13,887.35	\$2,650.72	\$1,092,499.91
109	11/23/2034	\$1,092,499.91	\$16,538.07	\$13,920.62	\$2,617.45	\$1,078,579.29
110	12/23/2034	\$1,078,579.29	\$16,538.07	\$13,953.97	\$2,584.10	\$1,064,625.32
111	1/23/2035	\$1,064,625.32	\$16,538.07	\$13,987.40	\$2,550.66	\$1,050,637.92
112	2/23/2035	\$1,050,637.92	\$16,538.07	\$14,020.91	\$2,517.15	\$1,036,617.01
113	3/23/2035	\$1,036,617.01	\$16,538.07	\$14,054.50	\$2,483.56	\$1,022,562.50
114	4/23/2035	\$1,022,562.50	\$16,538.07	\$14,088.18	\$2,449.89	\$1,008,474.33
115	5/23/2035	\$1,008,474.33	\$16,538.07	\$14,121.93	\$2,416.14	\$994,352.40
116	6/23/2035	\$994,352.40	\$16,538.07	\$14,155.76	\$2,382.30	\$980,196.64
117	7/23/2035	\$980,196.64	\$16,538.07	\$14,189.68	\$2,348.39	\$966,006.96
118	8/23/2035	\$966,006.96	\$16,538.07	\$14,223.67	\$2,314.39	\$951,783.29
119	9/23/2035	\$951,783.29	\$16,538.07	\$14,257.75	\$2,280.31	\$937,525.53
120	10/23/2035	\$937,525.53	\$16,538.07	\$14,291.91	\$2,246.15	\$923,233.62
121	11/23/2035	\$923,233.62	\$16,538.07	\$14,326.15	\$2,211.91	\$908,907.47
122	12/23/2035	\$908,907.47	\$16,538.07	\$14,360.47	\$2,177.59	\$894,547.00
123	1/23/2036	\$894,547.00	\$16,538.07	\$14,394.88	\$2,143.19	\$880,152.12
124	2/23/2036	\$880,152.12	\$16,538.07	\$14,429.37	\$2,108.70	\$865,722.75
125	3/23/2036	\$865,722.75	\$16,538.07	\$14,463.94	\$2,074.13	\$851,258.81
126	4/23/2036	\$851,258.81	\$16,538.07	\$14,498.59	\$2,039.47	\$836,760.22

Pmt no.	Payment date	Beginning balance	Payment	Principal	Interest	Ending balance
127	5/23/2036	\$836,760.22	\$16,538.07	\$14,533.33	\$2,004.74	\$822,226.89
128	6/23/2036	\$822,226.89	\$16,538.07	\$14,568.15	\$1,969.92	\$807,658.75
129	7/23/2036	\$807,658.75	\$16,538.07	\$14,603.05	\$1,935.02	\$793,055.70
130	8/23/2036	\$793,055.70	\$16,538.07	\$14,638.04	\$1,900.03	\$778,417.66
131	9/23/2036	\$778,417.66	\$16,538.07	\$14,673.11	\$1,864.96	\$763,744.55
132	10/23/2036	\$763,744.55	\$16,538.07	\$14,708.26	\$1,829.80	\$749,036.29
133	11/23/2036	\$749,036.29	\$16,538.07	\$14,743.50	\$1,794.57	\$734,292.79
134	12/23/2036	\$734,292.79	\$16,538.07	\$14,778.82	\$1,759.24	\$719,513.97
135	1/23/2037	\$719,513.97	\$16,538.07	\$14,814.23	\$1,723.84	\$704,699.74
136	2/23/2037	\$704,699.74	\$16,538.07	\$14,849.72	\$1,688.34	\$689,850.02
137	3/23/2037	\$689,850.02	\$16,538.07	\$14,885.30	\$1,652.77	\$674,964.72
138	4/23/2037	\$674,964.72	\$16,538.07	\$14,920.96	\$1,617.10	\$660,043.76
139	5/23/2037	\$660,043.76	\$16,538.07	\$14,956.71	\$1,581.35	\$645,087.05
140	6/23/2037	\$645,087.05	\$16,538.07	\$14,992.54	\$1,545.52	\$630,094.50
141	7/23/2037	\$630,094.50	\$16,538.07	\$15,028.46	\$1,509.60	\$615,066.04
142	8/23/2037	\$615,066.04	\$16,538.07	\$15,064.47	\$1,473.60	\$600,001.57
143	9/23/2037	\$600,001.57	\$16,538.07	\$15,100.56	\$1,437.50	\$584,901.01
144	10/23/2037	\$584,901.01	\$16,538.07	\$15,136.74	\$1,401.33	\$569,764.27
145	11/23/2037	\$569,764.27	\$16,538.07	\$15,173.01	\$1,365.06	\$554,591.26
146	12/23/2037	\$554,591.26	\$16,538.07	\$15,209.36	\$1,328.71	\$539,381.91
147	1/23/2038	\$539,381.91	\$16,538.07	\$15,245.80	\$1,292.27	\$524,136.11
148	2/23/2038	\$524,136.11	\$16,538.07	\$15,282.32	\$1,255.74	\$508,853.79
149	3/23/2038	\$508,853.79	\$16,538.07	\$15,318.94	\$1,219.13	\$493,534.85
150	4/23/2038	\$493,534.85	\$16,538.07	\$15,355.64	\$1,182.43	\$478,179.21
151	5/23/2038	\$478,179.21	\$16,538.07	\$15,392.43	\$1,145.64	\$462,786.78
152	6/23/2038	\$462,786.78	\$16,538.07	\$15,429.31	\$1,108.76	\$447,357.48
153	7/23/2038	\$447,357.48	\$16,538.07	\$15,466.27	\$1,071.79	\$431,891.21
154	8/23/2038	\$431,891.21	\$16,538.07	\$15,503.33	\$1,034.74	\$416,387.88
155	9/23/2038	\$416,387.88	\$16,538.07	\$15,540.47	\$997.60	\$400,847.41
156	10/23/2038	\$400,847.41	\$16,538.07	\$15,577.70	\$960.36	\$385,269.71
157	11/23/2038	\$385,269.71	\$16,538.07	\$15,615.02	\$923.04	\$369,654.69
158	12/23/2038	\$369,654.69	\$16,538.07	\$15,652.43	\$885.63	\$354,002.25
159	1/23/2039	\$354,002.25	\$16,538.07	\$15,689.93	\$848.13	\$338,312.32
160	2/23/2039	\$338,312.32	\$16,538.07	\$15,727.53	\$810.54	\$322,584.79
161	3/23/2039	\$322,584.79	\$16,538.07	\$15,765.21	\$772.86	\$306,819.59
162	4/23/2039	\$306,819.59	\$16,538.07	\$15,802.98	\$735.09	\$291,016.61
163	5/23/2039	\$291,016.61	\$16,538.07	\$15,840.84	\$697.23	\$275,175.77
164	6/23/2039	\$275,175.77	\$16,538.07	\$15,878.79	\$659.28	\$259,296.98
165	7/23/2039	\$259,296.98	\$16,538.07	\$15,916.83	\$621.23	\$243,380.15
166	8/23/2039	\$243,380.15	\$16,538.07	\$15,954.97	\$583.10	\$227,425.18
167	9/23/2039	\$227,425.18	\$16,538.07	\$15,993.19	\$544.87	\$211,431.99
168	10/23/2039	\$211,431.99	\$16,538.07	\$16,031.51	\$506.56	\$195,400.48
169	11/23/2039	\$195,400.48	\$16,538.07	\$16,069.92	\$468.15	\$179,330.56
170	12/23/2039	\$179,330.56	\$16,538.07	\$16,108.42	\$429.65	\$163,222.14
171	1/23/2040	\$163,222.14	\$16,538.07	\$16,147.01	\$391.05	\$147,075.13
172	2/23/2040	\$147,075.13	\$16,538.07	\$16,185.70	\$352.37	\$130,889.43
173	3/23/2040	\$130,889.43	\$16,538.07	\$16,224.48	\$313.59	\$114,664.96
174	4/23/2040	\$114,664.96	\$16,538.07	\$16,263.35	\$274.72	\$98,401.61
175	5/23/2040	\$98,401.61	\$16,538.07	\$16,302.31	\$235.75	\$82,099.30
176	6/23/2040	\$82,099.30	\$16,538.07	\$16,341.37	\$196.70	\$65,757.93
177	7/23/2040	\$65,757.93	\$16,538.07	\$16,380.52	\$157.55	\$49,377.41
178	8/23/2040	\$49,377.41	\$16,538.07	\$16,419.77	\$118.30	\$32,957.64
179	9/23/2040	\$32,957.64	\$16,538.07	\$16,459.10	\$78.96	\$16,498.54
180	10/23/2040	\$16,498.54	\$16,538.07	\$16,498.54	\$39.53	\$0.00

Pmt no.

Payment
date

Beginning
balance

Payment

Principal

Interest

Ending
balance

Item 6.1



City of Eustis

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

TO: EUSTIS CITY COMMISSION

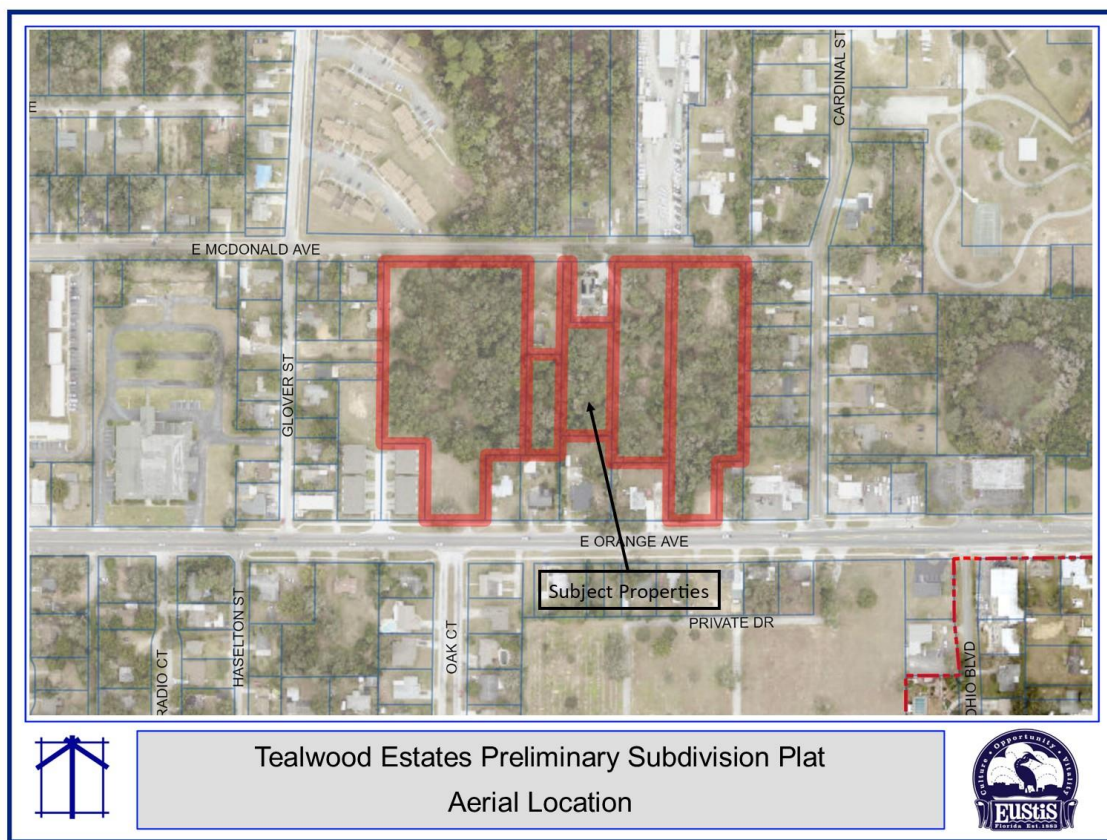
FROM: Tom Carrino, City Manager

DATE: October 23, 2025

RE: Resolution Number 25-83: Preliminary Subdivision Plat for Tealwood Estates (2025-S-03) with Alternate Key Numbers 1215013, 1215544, 1094828, 1215536, and 1215005

Introduction:

Resolution Number 25-83 approves a preliminary subdivision plat for Tealwood Estates (2025-S-03), a 61-lot townhome single-family attached residential subdivision, on approximately 8.44 acres of property located on the north side of Orange Avenue, east of Glover Street, and west of Cardinal Street (Alternate Key Numbers 1215013, 1215544, 1094828, 1215536, and 1215005).



Background:**Pertinent Site Information:**

- The subject property comprises about 8.44 acres, which is currently vacant.
- The site is within the Residential Office Transitional (RT) land use district, which allows single-family attached residential homes and townhomes up to 12 dwelling units per acre.
- The property is within the Suburban Corridor and Suburban Neighborhood Design Districts.
- The Townhome subdivision is proposed for 61 lots at a net density of 7.23 dwelling units per acre.
- The site and surrounding properties' land use, design district designations, and existing uses are shown below:

Location	Existing Use	Future Land Use	Design District
Site	Undeveloped Property	Residential Office Transitional (RT)	Suburban Corridor and Suburban Neighborhood
North	Single Family and Multi-Family Residential	Urban Residential (UR)	Suburban Neighborhood
South	Single Family Residential	Residential Office Transitional (RT)	Suburban Corridor
East	Single Family Residential and Commercial	Mixed Commercial Residential (MCR)	Suburban Corridor and Suburban Neighborhood
West	Single Family and Multi-Family Residential	Residential Office Transitional (RT) and Mixed Commercial Residential (MCR)	Suburban Neighborhood

Proposed Development:

The proposed development is 61 townhouse lot typology lots (conforming with the Suburban Corridor design district and Section 110-4.5, Townhouse lot type) for single-family attached residences. The minimum lot dimensions will be 22 feet by 90 feet. The proposed Preliminary Plat is included in the attached supplementary materials.

Subdivision Component	Code	Provided
Gross Area	n/a	8.44 acres
Net Area (gross area less wetlands, water bodies)	n/a	8.44 acres
Lot Typology	Townhouse Lot	61 lots, each minimum 22' by 90'

Density	Twelve (12) dwelling units/acre maximum	7.23 dwelling units/acre
Open Space	25% minimum	42.9% (3.62 ac)
Park Space	1.0 acres for 50-99 lots	1.1 acres

Waivers:

No waivers are requested, and this proposed preliminary subdivision plat is meeting all City requirements in the Code of Ordinances and Land Development Regulations, as well as the Florida Statutes, at this time.

Recommended Action:

Development Services and the City of Eustis Development Review Committee have found the proposed Preliminary Subdivision Plat in compliance with the City of Eustis Code and Comprehensive Plan. Staff recommends that the City Commission consider approving the Preliminary Subdivision Plat for Tealwood Estates under Resolution Number 25-83.

Policy Implications:

None

Alternatives:

- Approve Resolution Number 25-83
- Deny Resolution Number 25-83

Budget/Staff Impact:

None

Business Impact Estimate:

Not required

Prepared By:

Jeff Richardson, AICP, Deputy Director, Development Services

Reviewed By:

Mike Lane, AICP, Director, Development Services

RESOLUTION NUMBER 25-83

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A PRELIMINARY SUBDIVISION PLAT FOR TEALWOOD ESTATES SUBDIVISION (2025-S-03), A 61-LOT TOWNHOME SINGLE-FAMILY RESIDENTIAL SUBDIVISION, ON APPROXIMATELY 8.44 ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF ORANGE AVENUE, EAST OF GLOVER STREET AND WEST OF CARDINAL STREET (ALTERNATE KEY NUMBER 1215013, 1215544, 1094828, 1215536 AND 1215005).

WHEREAS, Baseline Specialty Construction, LLC (owners), has made an application for Preliminary Subdivision Plat approval for Tealwood Estates (61 single-family attached residential units) on approximately 8.44 acres located on the north side of Orange Avenue, east of Glover Street, and west of Cardinal Street, more particularly described as follows:

Parcel Alternate Key Number: 1215013, 1215544, 1094828, 1215536 and 1215005
 Parcel Identification Numbers: 12-19-26-0002-000-08500, 12-19-26-0001-000-08701, 12-19-26-0001-000-08900, 12-19-26-0001-000-09000, and 12-19-26-0001-000-09100

LEGAL DESCRIPTION

BEG 90 FT W OF SE COR OF NE 1/4 OF SE 1/4 OF NW 1/4, RUN N 199 FT, E 90 FT, N 444.5 FT, W 330 FT, S 418.5 FT, E 100.19 FT S 225 FT, E 139.81 FT TO POB--LESS SR 44-- ORB 5562 PG 903

BEG ON S SIDE OF MC DONALD AVE ON W LINE OF SW 1/4 OF NE 1/4, RUN S 214 FT TO POB, RUN S 229.56 FT, E 80 FT, N 229.56 FT, W 80 FT TO POB ORB 5562 PG 903

FROM INTERSECTION OF S LINE OF MCDONALD AVE & W LINE OF NW 1/4 OF SW 1/4 OF NE 1/4 RUN E 80 FT FOR POB, S 400.08 FT, E 118 FT, N 258.58 FT, W 99 FT, N 142 FT, W 19 FT TO POB ORB 5562 PG 903

EAST 132 FEET OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORHTEAST 1/4 LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF ORANGE AVENUE SECTION 12 TOWNSHIP 19 SOUTH RANGE 26 EAST--LESS THE SOUTH 132 FEET--ORB 5562 PG 903

W 1/2 OF E 1/2 OF NW 1/4 OF SW 1/4 OF NE 1/4--LESS RD-- & LESS E 60 FT OF S 179 FT-- ORB 5562 PG 903

WHEREAS, the property described above has a Land Use Designation of Residential Office Transitional (RT) and a Design District Designations of Suburban Corridor and Suburban Neighborhood; and

WHEREAS, Single-family attached residential dwelling units and Townhomes, at

a density of up to twelve (12) dwelling units per acre or less, are permitted in the Residential Office Transitional (RT) land use designation; and

WHEREAS, the preliminary subdivision plat for Tealwood Estates proposes a net density of 7.23 dwelling units per acre or less, which is consistent with the residential density allowed in the Residential Office Transitional (RT) future land use designation; and

WHEREAS, the proposed preliminary subdivision plat as submitted is consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the City Commission finds that approval of the requested preliminary subdivision plat is in the best interests of the public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE EUSTIS CITY COMMISSION AS FOLLOWS:

SECTION 1. That the Tealwood Estates Preliminary Subdivision Plat for 61 single-family residential units located on the north side of Orange Avenue, east of Glover Street and west of Cardinal Street, attached hereto as Exhibit "A", is hereby approved:

SECTION 2. That the Preliminary Subdivision Plat shall be subject to the owner/developer complying with the following conditions:

- a) Submit the Final Engineering and Construction Plans and Final Plat to comply with all requirements of the Eustis Land Development Regulations, Eustis Engineering Design Standards Manual, Florida Statutes, and the provisions of this resolution within one year of the approval of this resolution.
- b) Develop the property in accordance with the approved Preliminary Subdivision Plat as referenced in Section 1 and attached hereto as Exhibit "A".
- c) Obtain and provide copies of all applicable permits from other jurisdictional agencies.

DONE AND RESOLVED this 23rd day of October, 2025, in a regular session of the City Commission of the City of Eustis, Florida.

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

Willie L Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 23rd day of October 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

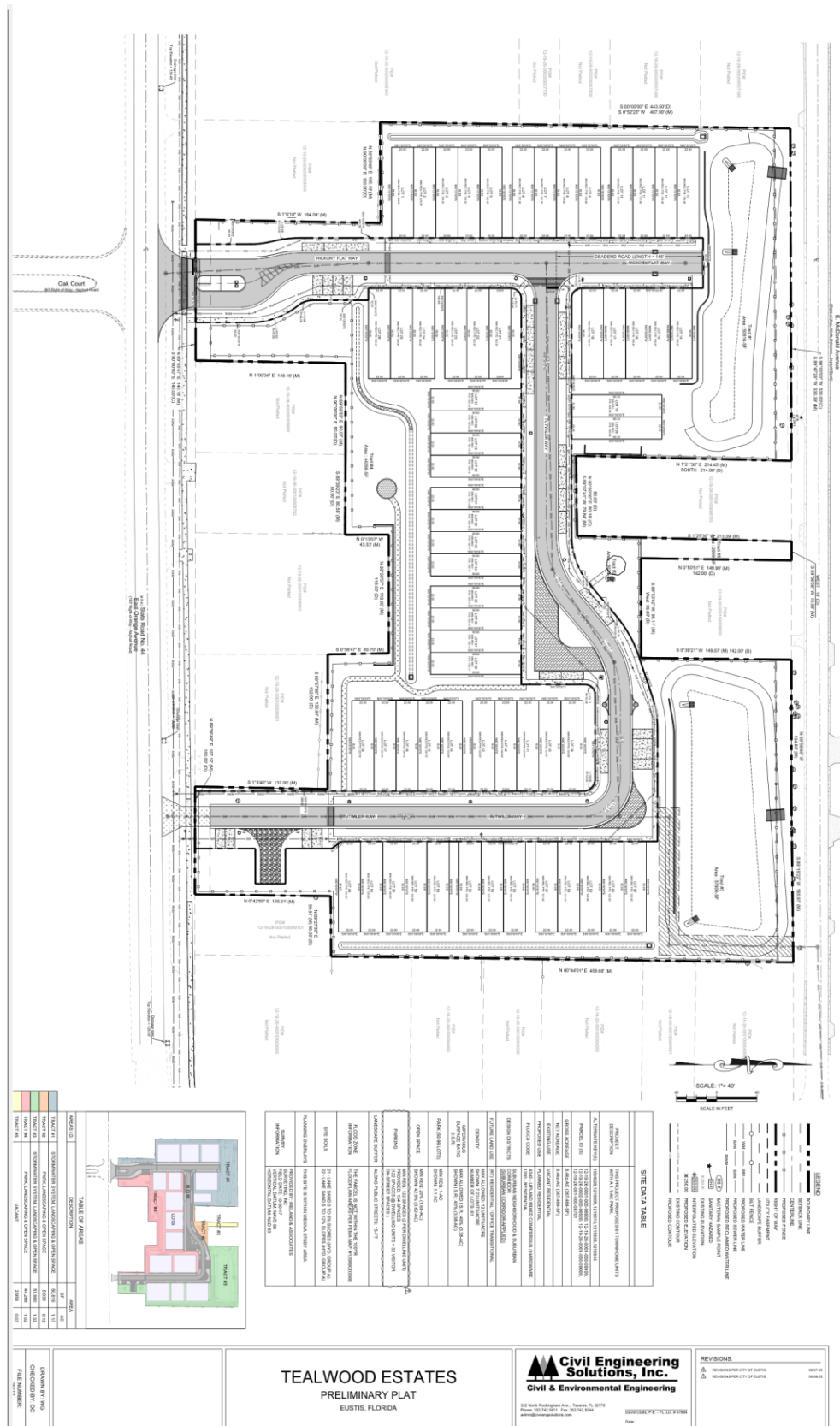
Date

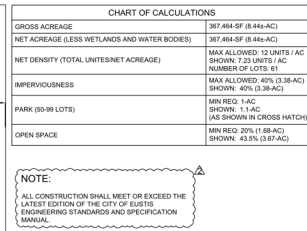
CERTIFICATE OF POSTING

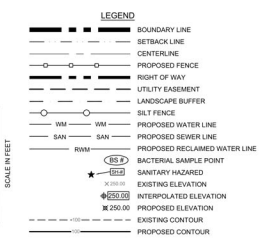
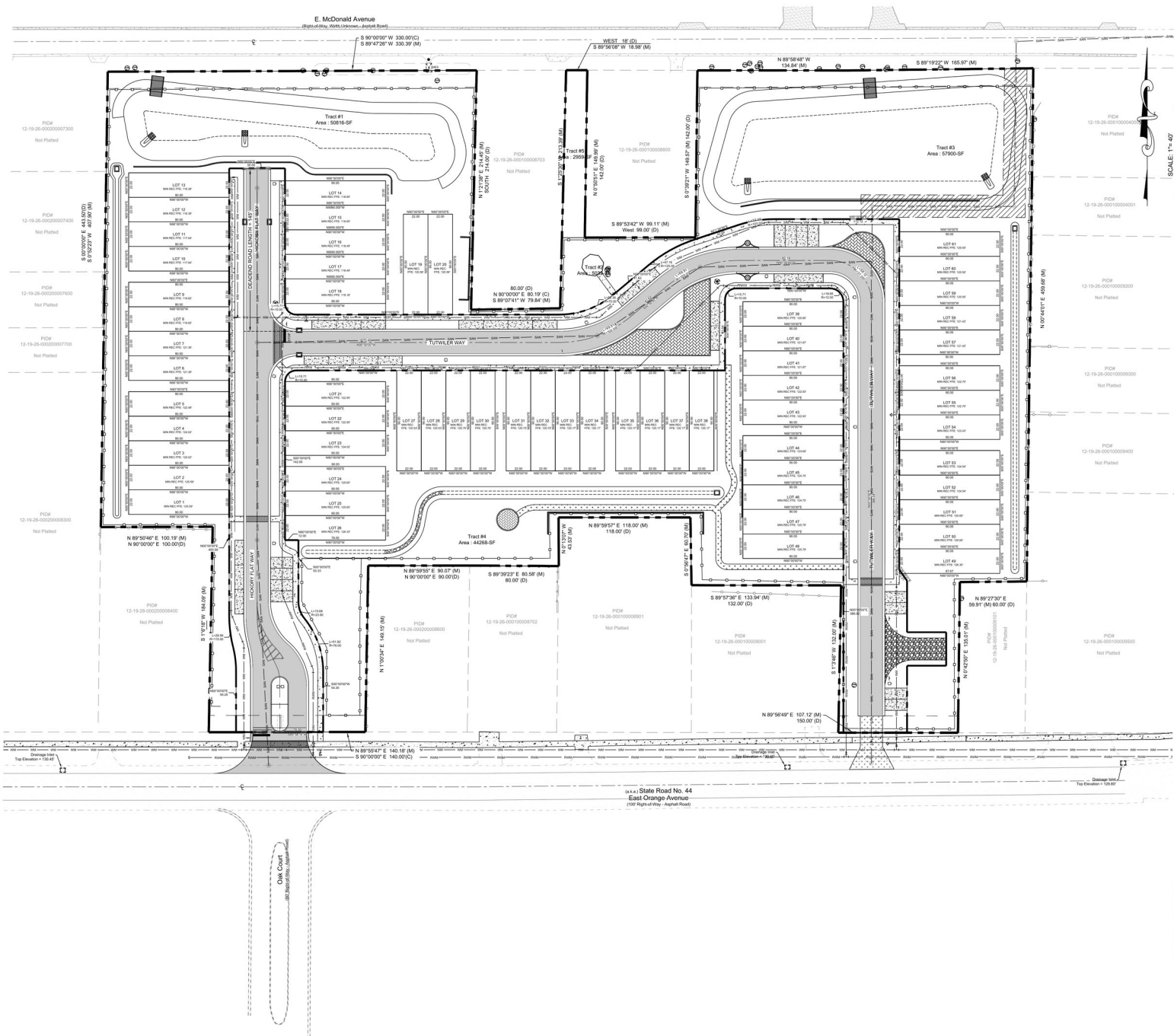
The foregoing Resolution Number 25-83 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A







SITE DATA TABLE	
PROJECT DESCRIPTION	THIS PROJECT PROPOSES 61 TOWNHOME UNITS WITH A 1.1-AC PARK.
ALTERNATE KEY(S)	1094828, 1215065, 1215013, 1215036, 1215544
PARCEL ID (S)	12-19-26-0001-000-08900, 12-19-26-0001-000-08100, 12-19-26-0002-000-08900, 12-19-26-0001-000-08900, 12-19-26-001-000-08701
GROSS ACREAGE	8.44± AC (267,464 SF)
NET ACREAGE	8.44± AC (267,464 SF)
EXISTING USE	VACANT RESIDENTIAL
PROPOSED USE	PLANNED RESIDENTIAL
FLOOD CODE	4340 - UPLAND MIXED CONIFEROUS / HARDWARE 1200 - RESIDENTIAL
DESIGN DISTRICTS	SUBURBAN NEIGHBORHOOD & SUBURBAN CORRIDOR (SUBURBAN CORRIDOR APPLIED)
FUTURE LAND USE	(RT) RESIDENTIAL / OFFICE TRANSITIONAL
DENSITY	MAX ALLOWED: 122 UNITS/ACRE SHOWN: 7.23 UNITS/ACRE NUMBER OF LOTS: 61
IMPERVIOUS SURFACE RATIO (S.R.)	MAX ALLOWED 1.5 R. 40% (3.38-AC) SHOWN 1.5 R. 40% (3.38-AC)
PARK (50-99 LOTS)	MIN REQ: 1-AC SHOWN: 1.1-AC
OPEN SPACE	MIN REQ: 20% (1.68-AC) SHOWN: 42.3% (3.62-AC)
PARKING	MIN REQ: 122 SPACES (2 PER DWELLING UNIT) PROVIDED: 154 SPACES (122 SPACES @ DWELLING UNITS + 32 VISITOR ON-STREET SPACES)
LANDSCAPE BUFFER	ALONG PUBLIC STREETS: 15-FT
FLOOD ZONE INFORMATION	THE PARCEL IS NOT WITHIN THE 100-YR FLOODPLAIN AREAS PER FEMA MAP # 2208C0308E
SITE SOILS	21 - LAKE SAND 0 TO 5% SLOPES (HYD. GROUP A) 22 - LAKE SAND 5 TO 12% SLOPES (HYD. GROUP A)
PLANNING OVERLAYS	THIS SITE IS WITHIN WEXIVA STUDY AREA
SURVEY INFORMATION	PROVIDED BY: IRELAND & ASSOCIATES SURVEYING, INC. FIELD DATE: 10-30-17 VERTICAL DATUM: NAVD 83 HORIZONTAL DATUM: NAD 83

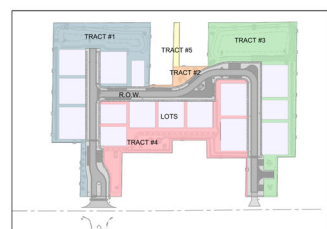


TABLE OF AREAS		
AREAS I.D.	DESCRIPTION	AREA SF AC
TRACT #1	STORMWATER SYSTEM, LANDSCAPING & OPEN SPACE	50,816 1.17
TRACT #2	PARK, LANDSCAPING & OPEN SPACE	5,039 0.12
TRACT #3	STORMWATER SYSTEM, LANDSCAPING & OPEN SPACE	57,900 1.33
TRACT #4	PARK, LANDSCAPING & OPEN SPACE	44,268 1.02
TRACT #5	VACANT	2,899 0.07
LOTS	LOT AREA	120,780 2.77
R.O.W.	RIGHT OF WAY	85,702 1.97
TOTAL		367,464 8.44
OPEN SPACE AREA TABULATION		
AREAS I.D.	DESCRIPTION	AREA SF AC
TRACT #1	DRAINAGE AREA, LANDSCAPE, & OPEN SPACE	50,816 1.17
TRACT #2	LANDSCAPE & OPEN SPACE	5,039 0.12
TRACT #3	DRAINAGE AREA, LANDSCAPE & OPEN SPACE	57,900 1.33
TRACT #4	LANDSCAPE & OPEN SPACE	45,906 1.05
(OPEN SPACE REQUIRED = 1.68-AC)	TOTAL PROVIDED	159,661 3.67

Civil Engineering Solutions, Inc.
Civil & Environmental Engineering

202 North Ridgeway Ave., Tallahassee, FL 32310
Phone: 904.243.0171 Fax: 904.243.0170
www.civil-engineering-solutions.com

TEALWOOD ESTATES
PRELIMINARY PLAT
EUSTIS, FLORIDA

DRAWN BY: WG
CHECKED BY: DC

FILE NUMBER:
25112

ISSUE DATE:
07/02/2025

SHEET SIZE
24 X 36

PRELIMINARY PLAT

SHEET NUMBER
PP.3.1



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: October 23, 2025

RE: Ordinance Number 25-37: Residential Backyard Chickens Program

Introduction

Ordinance Number 25-37 establishes a two-year pilot program allowing for the limited keeping of hens as an accessory use to single-family residential properties within the City of Eustis. The program creates a new Chapter 14 of the City Code entitled “Animals and Fowl,” adds Article II titled “Residential Backyard Chickens Program,” and creates Section 115-11.8 of the Land Development Regulations to implement program standards.

This Ordinance is designed to support sustainability, education, and food resilience goals while ensuring protection of neighborhood character, minimizing nuisances, and providing clear enforcement mechanisms. Participation is limited, permitted, and conditioned upon compliance with humane care and property maintenance standards. Only 15 permits may be issued citywide during the pilot period.

The Ordinance includes a structured application and training process, setbacks and design standards for coops and runs, nuisance controls, and public health safeguards. Enforcement mechanisms include graduated penalties, inspection authority, and revocation provisions. The program will automatically continue unless the Commission takes further action following the two-year review period.

Recommendation

Staff recommends adoption of Ordinance Number 25-37. The program is narrowly tailored to balance private sustainability efforts with community standards and public health requirements. Legal review confirms alignment with state statutes, including Chapters 162, 823, 828, and 767, Florida Statutes, and preemption provisions under the Florida Right to Farm Act.

Fiscal Impact

Modest revenue will be generated through permit application and renewal fees (\$75 initial; \$25 annual renewal). Staff time will be required for application review, inspections, and enforcement. Program size is intentionally limited to ensure cost-effective administration.

Business Impact Estimate

A Business Impact Estimate (BIE) form pursuant to § 166.041(4), Florida Statutes, is attached. No direct regulation of business activity is anticipated; the program applies solely to residential properties and does not authorize commercial chicken-keeping or egg sales.

Attachments

Ordinance Number 25-37
Business Impact Estimate

Prepared By

Sasha Garcia, City Attorney

Reviewed By

Tom Carrino, City Manager

ORDINANCE NUMBER 25-37

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, CREATING CHAPTER 14, ENTITLED “ANIMALS AND FOWL,” AND ADDING ARTICLE II, ENTITLED “RESIDENTIAL BACKYARD CHICKENS PROGRAM,” AND CREATING SECTION 115-11.8 OF THE LAND DEVELOPMENT REGULATIONS, ENTITLED “BACKYARD CHICKENS PROGRAM STANDARDS”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; ESTABLISHING DEFINITIONS; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING FOR STANDARDS OF CARE; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR PROGRAM REVIEW AND AUTOMATIC CONTINUATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes, grant municipalities broad home rule powers to enact ordinances for municipal purposes not inconsistent with state law; and

WHEREAS, Chapter 162, Florida Statutes, authorizes municipalities to enforce ordinances through code enforcement boards and special magistrates; Chapter 823 regulates nuisances; Chapter 823.14, Florida Statutes, the Florida Right to Farm Act, preempts the regulation of bona fide agricultural operations but expressly does not preempt the regulation of chickens as an accessory residential use; Chapter 828 prohibits cruelty to animals and establishes humane standards of care; and Chapter 767 regulates dangerous dogs; and

WHEREAS, the City Commission recognizes that some residents desire to keep a limited number of hens as part of sustainable household practices, for educational purposes, and for personal food production; and

WHEREAS, the City Commission further finds that, when properly regulated, such activity is consistent with the City of Eustis Comprehensive Plan, including Policy FLU 1.1.2 (Strategy for Sustainability), Policy FLU 3.1.1 (Neighborhood Compatibility), Goal CON 3 (Efficient Design for the Built Environment), and Policy CON 3.1.2 (Efficient Site Design); and

WHEREAS, the City Commission declares that participation in the Backyard Chickens Program is a privilege, not an entitlement, and may be revoked for cause; and

WHEREAS, the City Commission desires to establish a two-year pilot program that will automatically continue as permanent unless repealed or amended by further action of the Commission.

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

SECTION 1. Legislative Findings and Intent.

- (a) The keeping of hens under this program is a privilege subject to compliance, not a right.
- (b) This Ordinance balances private property rights with the rights of neighbors to enjoy their property free from nuisances.
- (c) The program is intended to be enforceable and administratively practical, with accountability provided through permitting, training, inspections, and penalties.
- (d) Continuation beyond the pilot period is contingent upon demonstrated success, measured by compliance, absence of nuisance, cost-effectiveness of enforcement, and community benefit.

SECTION 2. Creation of Chapter 14 – Animals and Fowl.

The Code of Ordinances of the City of Eustis, Florida, is hereby amended to create Chapter 14, entitled “Animals and Fowl,” and which shall provide as follows:

Article I. Reserved.

Article II. “Residential Backyard Chickens Program” and which shall read as follows:

Sec. 14-100. Purpose.

The purpose of this Article is to allow, under carefully controlled conditions, the keeping of a limited number of hens as an accessory use to single-family residences, in a manner that supports sustainability and education while protecting neighborhood character and public health.

Sec. 14-101. Definitions.

For the purposes of this Article, the following terms shall have the meanings given to them below. No attempt is made to define any words which was used in accordance with their established dictionary meaning, except when necessary to avoid misunderstanding.

- (a) **Hen** means a female chicken (*Gallus gallus domesticus*).
- (b) **Rooster** means a male chicken, which is prohibited.
- (c) **Permit** means a Backyard Chickens Program Permit issued by the City.

- (d) **Prohibited Poultry and Fowl** means roosters, ducks, geese, turkeys, guineafowl, pigeons, peafowl, pheasants, quail, or any other poultry or fowl not expressly authorized.
- (e) **Substantial Violation** means conduct that strikes at the core of the program and undermines public health, safety, or neighborhood compatibility, including but not limited to:
1. Keeping more than the maximum number of hens.
 2. Keeping roosters or prohibited fowl.
 3. Slaughtering hens or disposing of slaughter waste on site.
 4. Keeping hens without a valid permit or after permit expiration.
 5. Refusing inspection as provided in this Article.
 6. Abandoning hens.
 7. Causing a nuisance condition (odor, pests, or noise) verified and not corrected after notice and cure.
- (f) **Verified Complaint** means a complaint corroborated by on-site inspection or other observable evidence documented by the City.

Sec. 14-102. Permit Requirements.

- (a) **Permit required.** No person may keep hens without a valid Permit issued by the City.
- (b) **Permit cap.** No more than fifteen (15) permits may be issued citywide. Revoked or surrendered permits may be reissued to the next qualified applicant on the waiting list.
- (c) **Fees.** The application fee shall be seventy-five dollars (\$75.00). The annual renewal fee shall be twenty-five dollars (\$25.00). Re-inspection fees may be imposed when additional inspections are required. All fees may be adjusted by resolution, consistent with Chapter 162, Florida Statutes.
- (d) **Term.** Permits shall expire annually on September 30 and must be renewed to remain valid.
- (e) **Training.** Applicants must complete a University of Florida/IFAS chicken-keeping course and submit proof of completion.
- (f) **Application.** Applications must be notarized and shall include:
1. Owner consent affidavit if the applicant is not the fee simple owner, or a joint application.
 2. Scaled site plan showing lot boundaries, coop/run location, and setbacks.
 3. Affidavit authorizing City inspection upon complaint.
 4. Indemnification and hold harmless agreement releasing the City.

5. Acknowledgment that HOA covenants, deed restrictions, or lease terms supersede City approval.
6. Affidavit affirming compliance and accuracy of submitted information.
7. Courtesy neighbor notice election, whereby the applicant elects to request or waive a City-mailed notice to immediately adjacent property owners sharing a boundary.

- (g) **Inspections.** An initial inspection may be required. Complaint-based inspections are authorized.
- (h) **Eligible properties.** Permits shall be issued only for occupied detached single-family residences on individual lots in residential land use categories. Permits shall not be issued for duplexes, triplexes, townhomes, apartments, condominiums, mobile home parks, or manufactured housing communities.
- (i) **Administrative discretion.** The Development Services Department may deny a permit if lot size, structure placement, or setbacks relative to neighboring homes are likely to create a nuisance. Such denial may be appealed to the City Manager and then to the City Commission, whose decision shall be final.
- (j) **Administrative approval.** All applications must be approved by the Development Services Director or designee approved by the City Manager. The permittee must maintain primary residence at the property and must produce the Permit and UF/IFAS certificate upon request.
- (k) **Inspection authority.** By accepting a Permit, the permittee authorizes City staff to enter the rear yard for the limited purpose of inspecting coops, runs, or hen facilities upon receipt of a verified complaint, without additional notice. For renewal inspections or re-inspections following a violation, the City shall provide reasonable notice. Refusal to allow any authorized inspection constitutes a substantial violation and shall result in immediate suspension of the Permit, subject to revocation.

Sec. 14-103. Enforcement; Revocation.

- (a) **Graduated penalties.** First violation: written warning and cure period. Second violation: \$100 fine. Third violation within twelve (12) months: \$250 fine and automatic revocation. Fines may be adjusted by resolution, within the limits of Chapter 162, Florida Statutes.
- (b) **Suspension.** The City may suspend a permit pending cure for verified nuisance, sanitation failure, or refusal of inspection. Suspension shall be lifted upon documented cure.
- (c) **Revocation.** Permits may be revoked immediately upon written notice for substantial violations.

- (d) **Due process.** Except in cases of immediate substantial violation, permittees shall receive written notice and a reasonable opportunity to cure before revocation. Cure periods shall generally not exceed ten (10) days.
- (e) **Appeal.** Revocation may be appealed to the City Commission.
- (f) **Enforcement guidelines.** The City Commission may adopt supplemental enforcement guidelines by resolution, including cure periods, complaint verification, re-inspection fees, and related procedures.
- (g) **Removal of hens.** Upon revocation or expiration, hens must be removed within ten (10) days. Each day hens remain thereafter constitutes a separate violation enforceable under Chapter 162, Florida Statutes, including fines and liens.
- (h) **Irreparable violations.** Violations deemed irreparable or irreversible under Chapter 162, including slaughter, keeping prohibited fowl, or refusing inspection, may result in immediate penalties and revocation.
- (i) **Re-application bar.** Any permittee whose permit is revoked shall be barred from reapplying for twenty-four (24) months,
- (j) **Animal control clarification.** The killing of a hen by a domestic dog or cat shall not, by itself, constitute evidence that such animal is dangerous under Chapter 767, Florida Statutes.

Sec. 14-104. Program Term; Review; Administrative Timelines.

- (a) **Term.** This program shall operate as a two-year pilot.
- (b) **Report.** Staff shall submit a program report at least ninety (90) days prior to expiration, including number of permits, complaints, verified complaints per permit, enforcement actions, staff hours, enforcement costs, and recommendations on sustainability, education, and neighborhood compatibility.
- (c) **Continuation.** If the City Commission takes no action, the program shall automatically continue as permanent.
- (d) **Administrative timelines.** Renewal grace periods, application windows, and report dates may be adjusted by resolution.
- (e) **Complaint threshold.** Five (5) verified complaints within twelve (12) months shall trigger Commission review.
- (f) **Public health emergency.** The City Manager may suspend permits if FDACS, USDA, or FDOH issues an order, advisory, or alert relating to poultry health. Notice of suspension shall be provided to permittees by certified mail and website posting. Once

lifted, reinstatement notice shall be provided in the same manner, with the effective date specified.

SECTION 3. Creation of Section 115-11.8, Chapter 115 LDRs – Backyard Chickens Program Standards.

Chapter 115 – General Building and Site Design Standards, Land Development Regulations, is amended to add Section 115-11.8 as follows:

Sec. 115-11.8. Backyard Chickens Program Standards.

- (a) **Cross-reference.** Eligibility and permitting criteria are set forth in Chapter 14, Article II of the City Code.
- (b) **Applicability.** These standards apply only to properties with an approved permit.
- (c) **Number and type.** No more than three (3) hens are allowed. Prohibited fowl are barred. Incubation and hatching are permitted for educational purposes, provided that roosters must be removed immediately upon identification.
- (d) **Location.** Coops and runs must be located in the rear yard, at least 5 feet from all property lines and 20 feet from any residential dwelling on an adjacent lot, and must be screened from street view.
- (e) **Hybrid setback.** The Development Services Director may require setbacks up to 15 feet from property lines and 50 feet from wells, stormwater facilities, or water bodies where warranted.
- (f) **Coop and run standards.** Coops and runs shall not exceed 100 square feet in area or 6 feet in height, measured from natural grade. Each hen must have at least 4 square feet of space in the coop and 5 square feet of space in the run. Structures must be covered, ventilated, and predator-resistant, constructed of welded hardware cloth or equivalent; chicken wire is prohibited.
- (g) **Sanitation.** Coops and runs must be maintained in a clean condition, free from objectionable odor detectable at the property line by a reasonable person for more than 15 consecutive minutes within one hour. Feed must be stored in rodent-proof containers. Manure must not accumulate. Composting is permitted only in enclosed bins at least 20 feet from property lines. Burial of deceased hens is prohibited. Disposal must comply with FDACS, USDA, and FDOH regulations. Slaughter and slaughter waste are prohibited. All hens must be maintained humanely in compliance with Chapter 828, Florida Statutes.
- (h) **Nuisance prevention.** Hens must not cause odor, pest, or noise nuisances. Odor violations shall constitute verified complaints. Hens must remain confined or directly supervised. Trespass is prohibited.

- (i) **Health compliance.** Owners must comply with FDACS, USDA, and FDOH regulations.
- (j) **Humane disposition.** Unwanted hens must be humanely rehomed by adoption, transfer to another lawful permittee, or surrender to a facility that accepts poultry. Hens may not be abandoned, released, or surrendered to a government agency that does not accept poultry.
- (k) **Siting restrictions.** Coops and runs may not be located within any platted utility or drainage easement, FEMA floodway, or required landscape buffer. Electrical or plumbing service requires separate permits.
- (l) **Storm securing.** During declared wind events or hurricane warnings, permittees must secure coops and runs or relocate hens to prevent hazard or escape, as determined by the City Manager or designee.

SECTION 4. Severability.

If any part of this Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 5. Conflict.

All ordinances in conflict are repealed to the extent of conflict.

SECTION 6. Codification.

This Ordinance shall be codified as Chapter 14 – Animals and Fowl, Article II – Residential Backyard Chickens Program in the City Code of Ordinances, and as Section 115-11.8, Chapter 115, in the Land Development Regulations. The City Clerk may renumber or re-letter as necessary.

SECTION 7. 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 6th day of November, 2025.

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

WILLIE L. HAWKINS
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, on this 6th day of November, 2025 by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-37 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.

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	25-37
Ordinance Subject	Residential Backyard Chickens Program
Legal Advertising Date	October 19, 2025
First Reading On	10/23/2025
Second Reading On	11/6/2025

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, CREATING CHAPTER 14, ENTITLED "ANIMALS AND FOWL," AND ADDING ARTICLE II, ENTITLED "RESIDENTIAL BACKYARD CHICKENS PROGRAM," AND CREATING SECTION 115-11.8 OF THE LAND DEVELOPMENT REGULATIONS, ENTITLED "BACKYARD CHICKENS PROGRAM STANDARDS"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; ESTABLISHING DEFINITIONS; PROVIDING FOR PERMIT REQUIREMENTS; PROVIDING FOR STANDARDS OF CARE; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR PROGRAM REVIEW AND AUTOMATIC CONTINUATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN 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.



BUSINESS IMPACT ESTIMATE

The City provides the following Business Impact Estimate, which may be revised following its initial posting.

1. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality):

Ordinance Number 25-37 establishes a two-year Residential Backyard Chickens Program as a pilot initiative to allow a limited number of hens at detached single-family residences. The ordinance supports sustainability, personal food production, and educational opportunities while protecting public health, neighborhood character, and the welfare of adjacent residents through strict permitting, training, sanitation, and setback requirements. The public purpose includes enhancement of the built environment, promotion of household-level resilience, and preservation of neighborhood compatibility.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur.

None. The ordinance does not regulate or permit commercial poultry operations. It applies solely to non-commercial, residential properties.

- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible.

None. The ordinance applies exclusively to individual residential property owners. Businesses are not subject to its provisions. Residential applicants are subject to the \$75 permit fee and \$25 annual renewal fee.

- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Regulatory costs are expected to be minimal due to the permit cap of 15 participants. Revenues from permit and renewal fees may partially offset staff time for training verification, inspections, and enforcement actions. Cost-recovery is not the primary intent of the fee structure.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance.

Zero. No for-profit businesses are affected by the ordinance.

4. Additional information the City deems useful (if any).

This ordinance expressly prohibits commercial use, sale of eggs, or any business activity involving backyard hens. All hens must be kept solely for personal use by the permittee.





City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 14, 2025

RE: City Manager's Annual Evaluation

Introduction:

Annually, the City Commission is required to review the performance of the City Manager. Some of the City Commissioners have met individually with the City Manager to provide input on his performance over the past year, and additional comments are expected to be made at the City Commission meeting on October 23, 2025.

In accordance with the City Manager's contract, the salary of the City Manager may be increased from time to time by majority vote of the City Commission. This discussion is usually conducted during the City Manager's performance evaluation. For your information, effective October 1, 2025, all City employees who met or exceeded performance standards were approved for a five percent wage increase, plus an annual increase of \$1,000. This wage increase is not automatically given to the City Manager.

The City Manager's current annual salary is \$189,034.00. If the City Commission were to provide the City Manager with the same increases given to other employees, his salary would increase to \$199,485.70.

Effective October 1, 2025, the salaries for area City Managers are listed below:

Clermont- \$192,004.08
 Leesburg- \$251,638.40
 Mount Dora- \$201,504.16
 Tavares- \$246,869.42

Recommended Action:

It is recommended that the City Commission discuss the performance of the City Manager and determine if performance goals or objectives should be revised for the next evaluation period.

Budget/Staff Impact:

The cost of any salary increase would be based on the decision of the Commission. There is no impact on staff other than processing any change in compensation approved by the Commission.

Prepared By:

Karen Crouch, Human Resources Director

Reviewed By:

Tom Carrino, City Manager