



AGENDA

City Commission Meeting

6:00 PM – Thursday, June 18, 2026 – City Hall

Invocation: Mayor Emily A. Lee

Pledge of Allegiance: Commissioner Michael Holland

Call to Order

Acknowledgement of Quorum and Proper Notice

1. Agenda Update

2. Approval of Minutes

[2.1](#) Approval of Minutes for May 21, 2026, City Commission Meeting

3. Appointments

[3.1](#) Reappointment to Code Enforcement Board - Member

4. Audience to be Heard

5. Consent Agenda

[5.1](#) Resolution Number 2026-52: Lake County Local Mitigation and Resilience Strategy Plan (LMS) Adoption

[5.2](#) Resolution Number 2026-54: Budget Amendment in the amount of \$200,000 to the Adopted 2025/2026 Budget for the Building Fund

[5.3](#) Resolution Number 2026-55: Approval of a Guaranteed Maximum Price (GMP) of \$1,582,155 for construction management services for Phase 1 renovation of the Construction Services Complex located at 21 N Grove Street

[5.4](#) Resolution Number 2026-56: Parks and Recreation Renaming of Sunset Island Park to Timothy Totten Park at Sunset Island

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

[6.1](#) Resolution Number 2026-57: City of Eustis/UCFRF Business Incubator Partnership Agreement Renewal

[6.2](#) Resolution Number 2026-58: Our El Maries Pizzeria & Sub Shoppe Commercial Lease Renewal

7. Other Business

[7.1](#) Discussion of Meeting Minutes

8. Future Agenda Items and Comments

8.1 City Attorney

8.2 City Manager

8.3 City Commission

8.4 Mayor

9. Adjournment

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

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



City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: June 18, 2026

RE: Approval of Minutes for May 21, 2026, City Commission Meeting

Introduction:

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

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Anna Rotterdam, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Meeting

6:00 PM – Thursday, May 21, 2026 – City Hall

Invocation: Reverend Kristina Spaude, Unitarian Universalist Congregation of Lake County

Pledge of Allegiance: Vice Mayor Gary Ashcraft

Call to Order: 6:03 p.m.

Acknowledge of Quorum and Proper Notice

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

1. Agenda Update

Interim City Manager Rick Gierok informed the Commission that staff removed Agenda Item 5.1 and moved it to the June 4, 2026, meeting. After the agenda materials were published, staff discovered inconsistencies in the documentation, particularly references to waiver requests. They needed additional time to make clarifications in order to have an accurate record. He noted that members of the public could either provide comments at this meeting or wait to speak on the item when it returns.

Commissioner Asbate wanted to clarify that the Doris Park matter was being postponed until June 4th since most of the attendees present appeared to be here specifically for that item. Interim City Manager Gierok confirmed that the Doris Park item would be moved to the June 4th meeting. He also noted that Agenda Items 5.10 and 5.11, relating to developers' agreements, would be moved ahead of Item 5.2 for better clarity and meeting flow.

Mayor Lee asked if the Commission was comfortable with the proposed agenda rearrangement. The consensus of the Commission was that the change was acceptable.

Interim City Manager Gierok explained that he had speaker cards prepared for the postponed item and could proceed with public comments during the current meeting if desired. He reminded attendees that they were welcome to defer their comments until the June 4th meeting.

2. Presentations

2.1 City of Eustis Grants Planning Update

Grant Writing Coordinator Veronica Whetro explained that she has been working closely with multiple departments and the city's grant successes have been a result of strong collaboration among department heads, directors, and staff members. Several departments have already participated in grant applications. She thanked staff for their assistance in gathering the information needed to pursue funding opportunities.

Ms. Whetro reported that the city currently has eleven active grants and has secured more than \$1.5 million in grant funding. An additional \$1.2 million in grant applications has been submitted and is awaiting award decisions. Including projects currently under development and planned submissions, the city's total grant pipeline now exceeds \$3.5 million. Funding was

awarded for life-saving medical equipment that would serve adults, pediatric patients, and infants, including a video laryngoscope. Grants secured for the police department, include tactical vests and a drone. In addition, the city’s Community Development Block Grant-Mitigation (CDBG-MIT) funding will support roadway improvements benefiting both residents and city infrastructure.

Ms. Whetro explained that her grant development strategy focuses on identifying projects, equipment, and services that advance city priorities while helping to reduce costs from taxpayers. She consistently researches funding opportunities, aligns grant applications with the city’s capital improvement priorities, and works proactively to prepare projects early for future submissions. The city plans to implement a formal grants policy in the future to help guide and organize the process.

Commissioner Asbate noted that it was encouraging to see the city’s grant program moving forward again, adding that the funding efforts would provide important benefits for taxpayers. Ms. Whetro stated that the collaborative environment within the city has made the work both productive and rewarding.

3. Audience to be Heard

Nadine Bobick, a Eustis resident, said she wanted to provide background on earlier city discussions from 2023 regarding plans to transform CR 44B into what she describes as an urbanizing corridor. She commented that the residents oppose efforts to commercialize and increase density along what has traditionally been a semi-rural residential roadway. She noted concerns about the nearby Huddle property development, particularly its placement in a floodplain and the addition of townhouses and commercial uses. Promised community meetings with developers never occurred and approvals later moved forward without public discussion. She expressed concerns about traffic safety, flooding, and a variance allowing a fast-food drive-through exit onto CR 44B.

Daniel DiVenanzo, a local business owner, stated that development rights for the property had effectively been established long ago and that population growth in the area is inevitable. He noted that property values have risen significantly and suggested that residents who seek a more rural lifestyle may eventually need to relocate farther out. He commented that he had recently traveled to Spain, which inspired some ideas for beautification projects in Eustis, including landscaping, fountains, and public gathering spaces. He expressed interest in becoming more involved with Eustis in Bloom.

Mark Bobick, a Eustis resident and board member for Park Place at Lake Joanna, opposed the current Doris Park proposal. He argued that it would create dangerous traffic conditions, increase flooding risks, and negatively impact property values. He did not agree with the efforts to transform a rural roadway into an urbanized commercial corridor with heavily congested roads. Development aimed primarily at maximizing profit does not necessarily serve the public interest and excessive urbanization could undermine Eustis’ appeal and identity.

Dennis Spivey, a resident of Lakes of Mount Dora stated there were already several projects approved or under construction, including Yardley, Block 11 Park, and Doris Park Landing, which total an estimated 644 additional homes accessing the roadway. Traffic congestion is already severe, and residents are experiencing long delays entering or exiting the corridor. He noted concerns about drainage, infrastructure strain, and the loss of the airport buffer separating nearby communities.

Diane Nichols, a resident of Lakes of Mount Dora, said Doris Park Landing could further diminish the residents’ quality of life through increased traffic, noise, and light pollution. She

asked the city to require protective measures such as fencing, additional landscaping and commitments to address drainage issues before and after construction. She advised the importance of maintaining a positive relationship between the development and neighboring communities.

Roger Wray, a nearby resident, commented that road widening is not currently scheduled until 2031 despite existing congestion. He indicated that he experienced severe backups during both morning and afternoon traffic periods. He asked the commission to consider whether existing infrastructure can realistically support additional development before approving further projects.

George King, a resident of Park Place, agreed and indicated that he experienced significant delays and difficulty entering traffic on CR 44B and additional development would make conditions even more dangerous. He commented that residents are already struggling to navigate the roadway safely, and he questioned how much more traffic that corridor could accommodate.

B.J. McCarty, president of the Park Place, stated that the residents were not opposed to growth itself; however, they are deeply concerned that infrastructure has failed to keep pace. He commented that dangerous traffic conditions make it difficult for residents and emergency vehicles to access neighborhoods. He cautioned about water shortages and drainage concerns due to cumulative effects of multiple large developments in the area. He asked the city to tie future development approvals to concrete infrastructure improvements, including roads, utilities, drainage, and emergency access because public safety should take precedence over rapid expansion.

4. Consent Agenda

- 4.1 Resolution Number 2026-41: Emergency Management Plan Update 2026
- 4.2 Resolution Number 2026-44: Palmetto Plaza Park Playground Improvements Project
- 4.3 Resolution Number 2026-46: Approval to amend the FY 2025/2026 Adopted Budget for the Police Forfeiture Fund (012) to recognize Federal forfeiture receipts received in FY 2025/2026 and to allocate funding for eligible expenditures
- 4.4 Resolution Number 2026-47: EPD School Resource Officer Agreement (2026-2027 School Year)

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

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

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

- 5.1 Resolution Number 2026-45: Preliminary Subdivision Plat for Doris Park Landing (S-26-001) for Parcels with Alternate Key Numbers 1784077, 1784140, 2535628, 1444756 and 2585153.

This item was removed from the agenda and postponed to the date certain of June 4, 2026.

- 5.2 Second Reading of Ordinance Number 2026-17: Approval of a Development Agreement with W.D. of America, Inc.

City Attorney Garcia read Ordinance Number 2026-17 by title, an ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis comprehensive plan pursuant to Section 163.3187, Florida statutes; changing the future land use designation of approximately 2.8 acres of real property proposed for annexation into the City of Eustis at alternate key number 3959037, generally located on the east side of the intersection of County Road 44 and County Road 44A.

Interim Director of Development Services Jeff Richardson explained that revisions were made to the development agreement following prior discussions, and the primary changes involved permitted and prohibited uses for the proposed commercial development. He clarified that restaurants with a drive-thru would still be permitted, but only if the drive-thru lanes did not face north toward County Road 44A or south toward Spring Ridge Estates. He noted that additional prohibited uses were added to the agreement, including gas stations, convenience stores, retail alcohol sales, vehicle-related businesses, repair shops, sales and leasing operations, and car washes and clarified that these revisions reflected concerns previously raised by residents and commissioners.

City Attorney Garcia opened the public hearing at 6:40 p.m.

Robin Elaine Lawrence, a Lake County resident, said while growth is inevitable, development decisions must be made responsibly with careful consideration of environmental impacts, drainage, flooding, traffic congestion, and neighborhood safety. She asked the city to provide transparency regarding traffic studies, flood mitigation plans, and long-term community impacts because many residents in the district oppose the proposed strip mall.

Trena Marquez stated that she conducted a survey, and forty-two residents preferred residential homes over commercial development, while one person supported commercial uses and another expressed no preference. She indicated that nearly all residents commented on concerns about noise, traffic, and overall quality of life impacts associated with the proposal.

Donald Doyle said he would prefer the land to be developed according to the original planned unit development that was already in place when the property was purchased. He explained that he appreciated the revisions that were made to the development agreement, particularly the prohibition of gas stations and alcohol sales. However, he was still concerned about allowing restaurants with a drive-through because they would increase traffic congestion and create noise and safety issues for nearby residential areas. He requested that the commission prohibit drive-thrus entirely or at least limit restaurant operating hours.

Cindy Newton asked the city and developer to require at least the 100-year stormwater retention standards for the project. She noted that FEMA was reviewing similar requirements for larger storm events. She asked to relocate the retention pond further north with additional protective features to reduce flood risks for Spring Ridge Estates residents.

Developer Travis Sawchuk responded that he had worked collaboratively with the city and community throughout the process and indicated that the proposal is not intended to be a traditional strip mall but rather a village center featuring boutique-style buildings, landscaping, gathering spaces, fountains, and pedestrian-friendly design elements. He provided information that he intentionally pursued annexation and a development agreement with the city to ensure higher standards and local oversight rather than pursuing development through the county. He reported that drainage and traffic concerns would be addressed during subsequent engineering and permitting phases.

Daniel DiVenanzo stated that after he reviewed the proposal closely, he noted that the developer had made significant efforts to respond to community concerns. He indicated that the project resembled a village-style commercial center rather than a traditional strip mall and the city would benefit from additional tax revenue.

City Attorney Garcia closed the public hearing at 6:52 p.m.

Commissioner Asbate stated he did not support reckless growth, but growth was a reality. He commented that the city needs to maintain control over development along a key corridor rather than risk the property being developed under county jurisdiction with fewer restrictions. He indicated that many residents would prefer no development, but that outcome was unrealistic. He advised that annexation into the city allows us to shape the project rather than relinquish control.

Commissioner Holland agreed and noted that both city staff and the developer have worked to address the concerns.

Motion made by Commissioner Holland, Seconded by Commissioner Hawkins, to approve Ordinance Number 2026-17. The motion passed on the following vote.

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

5.3 Second Reading of Ordinance Number 2026-18: Approval of a Development Agreement with T & S FL Partners, Inc.

City Attorney Garcia introduced Ordinance Number 2026-18 by title, an ordinance of the City of Eustis, Florida, approving a development agreement between the City of Eustis and T & S, Florida Partners, Inc., pursuant to Sections 163.3220-163.3243, Florida statutes, providing for authorization to execute, providing for reporting, providing for conflicts, providing for severability, and providing for an effective date.

Interim Director of Development Services, Richardson explained that the amended agreement primarily addressed prohibited uses for the property. He clarified that while no changes were made to the list of permitted uses, additional restrictions were added to prohibit various vehicle-related businesses, including vehicle repair facilities, service operations, vehicle sales and leasing, and car wash establishments. He noted that indoor and outdoor shooting ranges were explicitly prohibited within the development agreement, and outdoor ranges were already prohibited under the existing zoning classification.

City Attorney Garcia opened the public hearing at 6:56 p.m.

Trena Marquez stated that while developers are entitled to make a profit, she believed development should proceed under the existing planned unit development rather than through expanded commercial uses. She asked the commission to listen to community concerns and maintain Eustis' hometown appeal rather than allowing another concrete jungle.

City Attorney Garcia closed the public hearing at 6:58 pm.

Motion made by Commissioner Holland, Seconded by Commissioner Hawkins to approve Ordinance Number 2026-18 on second reading. The motion passed on the following vote.

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

5.4 Explanation of Ordinance Numbers 2026-06, 2026-07, and 2026-08 for Parcel with Alternate Key Number 1040141

City Attorney Garcia noted that there would be no additional presentation for Ordinance Numbers 2026-06, 2026-07 and 2026-08.

5.5 Second Reading of Ordinance Number 2026-06 for Voluntary Annexation for Parcel with Alternate Key Number 1040141

City Attorney Garcia introduced Ordinance Number 2026-06 by title, an ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 10 acres of real property at Lake County Property Appraisers alternate key number 1040141, located in Unincorporated Lake County, Florida, on the east side of the intersection of County Road 44 and County Road 44A

City Attorney Garcia opened the public hearing at 6:59 p.m.

Charlene Timmerman, a resident of Clear Lake Drive, remarked that she had concerns that government was not adequately listening to residents regarding future development decisions. She questioned whether supporting infrastructure such as roads, schools, churches, and grocery stores is keeping pace with population growth. She commented on traffic and roadway safety concerns near the intersection of County Road 44 and County Road 44A and described that the roadway is dangerous due to heavy traffic volumes, speeding vehicles, and limited visibility caused by changes in elevation along the road. She noted concerns with the Lake County School Board regarding school bus safety along the corridor, and school officials agreed that the roadway conditions were hazardous. She indicated that she was against commercial development on this site due to increased congestion, traffic accidents, and unsafe ingress and egress near the intersection with concerns about potential flooding impacts on neighboring properties. She asked the commission to carefully consider the long-term consequences of continued growth.

City Attorney Garcia closed the public hearing at 7:03 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Hawkins to approve Ordinance Number 2026-06 on second reading. The motion passed on the following vote.

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

5.6 Second Reading of Ordinance Number 2026-07: Comprehensive Plan Amendment for Parcel with Alternate Key Number 1040141

City Attorney Garcia introduced Ordinance Number 2026-07 by title, an ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis comprehensive plan pursuant to Section 163.3187, Florida statutes; changing the future land use designation of approximately 10 acres of real property proposed for annexation into the City of Eustis at alternate key number 1040141, generally located on the east side of the intersection of County Road 44 and County Road 44A.

City Attorney Garcia opened the public hearing at 7:04 p.m.

Robin Lawrence, a Lake County resident, wanted to know where the displaced wildlife would relocate as additional land is developed. She described that she already observed animals being pushed into residential neighborhoods in other growing areas. She indicated concern about the possibility of 24-hour drive-through restaurants because such businesses could attract crime and negatively affect nearby neighborhoods. She asked the commission to carefully consider the long-term consequences of development on both residents and wildlife before approving additional commercial uses.

Travis Sawchuk explained that there are nearby wetland protection areas and wildlife corridors surrounding Lake Swatara and adjacent properties that would remain intact and continue to provide habitat for local wildlife. He commented that the property under discussion had already been cleared in compliance with applicable regulations and the project would not significantly disrupt wildlife movement patterns. He indicated that his plans did not include a 24-hour restaurant, and he personally lives nearby and would not support that type of operation next to his own property.

City Attorney Garcia closed the public hearing at 7:08 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Hawkins to approve Ordinance Number 2026-07. The motion passed on the following vote.

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

5.7 Second Reading of Ordinance Number 2026-08: Design District Assignment for Parcel with Alternate Key Number 1040141

City Attorney Garcia introduced Ordinance Number 2026-08 by title, an ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the suburban corridor design district designation to approximately 10 acres of real property proposed for annexation into the City of Eustis at alternate key number 1040141, generally located on the east side of the intersection of County Road 44 and County Road 44A

City Attorney Garcia opened the public hearing at 7:09 p.m.

Trena Marquez stated she appreciated the efforts commissioners had made through the development agreement process to address neighborhood concerns. However, she would prefer that the property be developed only under the existing planned unit development already in place.

City Attorney Garcia closed the public hearing at 7:09 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Hawkins to approve Ordinance Number 2026-08 on second reading. The motion passed on the following vote.

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

5.8 Explanation of Ordinance Numbers 2026-09, 2026-10, and 2026-11 for Parcel with Alternate Key Number 3959037

City Attorney Garcia noted that there would be no additional presentation for Ordinance Numbers 2026-09, 2026-10 and 2026-11.

5.9 Second Reading of Ordinance Number 2026-09 for Voluntary Annexation for Parcel with Alternate Key Number 3959037

City Attorney Garcia introduced Ordinance Number 2026-09 by title, an ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 2.8 acres of real property at Lake County Property Appraisers alternate key number 3959037, generally located in Unincorporated Lake County, Florida, on the east side of the intersection of County Road 44 and County Road 44A.

City Attorney Garcia opened the public hearing at 7:11 p.m.

Robin Lawrence questioned whether the city could guarantee that wildlife habitats would be affected by construction and reiterated concerns regarding the possibility of 24-hour drive-through operations. She asked the commission to consider adding restrictions to prevent businesses from operating around the clock and establish reasonable operating hours to minimize impacts on nearby residents.

Interim Director of Development Services, Richardson clarified that the MCI zoning did not include restaurants as a permitted use and noted.

Commissioner Ashcraft clarified that he believed she was referring to the other piece of property.

Developer Travis Sawchuk stated that he had no intention of operating a 24-hour restaurant and would support formally prohibiting that use within the development agreement. He commented that he would prefer a business model like a Chick-Fil-A, with limited hours of operation, and a reasonable closing time such as 10:00 p.m.

City Attorney Garcia confirmed that the restriction could be added without delaying the approval process.

Travis Sawchuk stated he was agreeable with businesses being open until 10:00 p.m.

City Attorney Garcia closed the public hearing at 7:14 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Hawkins to approve Ordinance Number 2026-09 on second reading. The motion passed on the following vote.

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

5.10 Second Reading of Ordinance Number 2026-10: Comprehensive Plan Amendment for Parcel with Alternate Key Number 3959037

City Attorney Garcia introduced Ordinance Number 2026-10 by title, an ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis comprehensive plan pursuant to Section 163.3187, Florida statutes; changing the future land use designation of approximately 2.8 acres of real property proposed for annexation into the City of Eustis at alternate key number 3959037, generally located on the east side of the intersection of County Road 44 and County Road 44A.

City Attorney Garcia opened the public hearing at 7:15 p.m., and with no public comments offered, she closed the public hearing at 7:15 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Hawkins to approve Ordinance Number 2026-10 on second reading. The motion passed on the following vote.

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

5.11 Second Reading of Ordinance Number 2026-11: Design District Assignment for Parcel with Alternate Key Number 3959037

City Attorney Garcia introduced Ordinance Number 2026-11 by title, an ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the suburban corridor (SC) design district designation to approximately 2.8 acres of real property proposed for annexation into the City of Eustis at alternate key number 3959037,

generally located on the east side of the intersection of County Road 44 and County Road 44A.

City Attorney Garcia opened the public hearing at 7:16 p.m., and with no public comments offered, she closed the public hearing at 7:16 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Hawkins to approve Ordinance Number 2026-11 on second reading. The motion passed on the following vote.

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

Commissioner Ashcraft explained that nearly every commission meeting is centered on development proposals while the city's ability to restrict growth appeared increasingly constrained by state law. He referred to the Bert Harris Act, Senate Bill 180, annexations, zoning restrictions, stormwater requirements, and utility expansion. He asked what legal tools remained available to local governments to slow down and manage growth responsibly.

Mayor Lee asked the city attorney to explain the legal limitations. Commissioner Hawkins agreed because there are more residents than builders; however, if residents are not happy, they need to reach out to Tallahassee because we need to get their attention.

Commissioner Holland added that if Senate Bill 180 passes, we will see some revisions to the bill, but we may not be happy with all the changes, and Eustis cannot be the only ones up in Tallahassee telling them that this level of development is hurting the smaller communities. He commented that he does not like to vote on these items, but we have too, and if we deny then lawsuits will result.

City Attorney Garcia explained that Senate Bill 180, enacted by the Florida Legislature following multiple hurricanes impacting the state, effectively freezes many local government land-use regulations through October 2027. She stated that municipalities cannot adopt new comprehensive plan amendments or development regulations that would make development standards more restrictive during that period. She indicated that many local governments, including Eustis, are limited in their ability to deny or substantially alter development proposals without risking legal challenges. She commented that voluntary development agreements, such as those negotiated with developer Travis Sawchuk, remain one of the few available tools for obtaining additional restrictions or concessions from developers.

Vice Mayor Ashcraft stated that residents who are unhappy with current growth policies should direct their concerns toward state lawmakers in Tallahassee because legislature had largely removed control from cities and counties.

Commissioner Holland agreed, noting that many small communities across Florida are facing similar frustrations under Senate Bill 180. He suggested residents join local officials in lobbying state representatives for legislative changes because legal challenges and lawsuits could arise if cities attempt to block development contrary to state law.

Mayor Lee agreed. She mentioned that local officials are often blamed by residents despite having limited authority under state mandates. She encouraged citizens to contact their state legislators and advocate for restoring greater local control over growth management decisions.

Commissioner Hawkins commented that the city should continue searching for legal and practical ways to slow growth while remaining compliant with state law.

Mayor Lee called for a brief recess at 7:24 p.m. and the Mayor reconvened at 7:30 p.m.

- 5.12 First Reading of Ordinance Number 2026-26: Amendment to the City of Eustis Municipal Firefighters' Pension and Retirement System City Attorney Garcia introduced Ordinance No. 2026-26, an ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending Chapter 70, Pensions and Retirement, Article III, City of Eustis Municipal Firefighters' Pension and Retirement System, Section 70-69, Titled "Retirement Age" of the City's Code of Ordinances and providing an effective date.

City Attorney Garcia stated that this ordinance would amend the City Code to revise the normal retirement date for covered members of the firefighters' pension plan. She noted the amendment is intended to implement pension provisions that were negotiated and agreed upon as part of the collective bargaining agreement covering Fiscal Years 2024 through 2027 between the City and the International Association of Fire Fighters (IAFF) Local 4731. She advised that the proposed changes were reviewed by the Firefighters Pension Board of Trustees, who subsequently recommended approval of the ordinance. She indicated that under the proposed revision, a covered member's normal retirement date would occur upon the earlier of two conditions: reaching age 55 with at least 10 years of credited service or completing 25 years of credited service regardless of age. She explained that this change modifies the existing normal retirement provisions and is intended to align the pension plan with the terms negotiated in the collective bargaining agreement. City Attorney Garcia clarified that the ordinance does not alter the plan's existing early retirement provisions, which would remain in effect without modification.

City Attorney Garcia commented that the ordinance is supported by an Actuarial Impact Statement (AIS) prepared by Foster & Foster on February 10, 2026. She advised that the actuarial analysis was included in the agenda packet and serves as the legally required basis for evaluating the financial impact of the proposed pension amendment. She reported that the ordinance is intended to maintain compliance with Chapters 112 and 175 of the Florida Statutes, as well as Article X, Section 14 of the Florida Constitution. She reviewed that the Actuarial Impact Statement notes that the proposed change is expected to increase the pension plan's minimum required contributions and related funding obligations. She indicated that the analysis also incorporates the negotiated allocation of Chapter 175 premium tax revenues, a portion of which will be directed toward offsetting the additional costs associated with lowering the normal retirement threshold. As a result, while the retirement eligibility change creates additional financial obligations for the pension system, she commented that some of those costs are expected to be mitigated through the dedicated premium tax revenue allocation that was negotiated as part of the overall agreement.

City staff recommended approval of the ordinance because it implements pension provisions that have already been ratified through the collective bargaining process between the City and IAFF Local 4731, and the adoption of the ordinance will preserve the pension plan's state-accepted status and ensure that the amendment is supported by the actuarial analysis required by law.

City Attorney Garcia concluded that the ordinance did not affect private business activity regulated by the City and therefore the Business Impact Estimate (BIE) exemption does not apply.

Attorney Garcia opened the public hearing at 7:33 p.m. There were no public comments offered, and she closed the public hearing at 7:33 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Hawkins to approve Ordinance Number 2026-26 on first reading. The motion passed on the following vote.

6. Future Agenda Items and Comments

6.1 City Attorney

City Attorney Garcia reported on the Spring Ridge matter that the community's legal counsel had requested additional time to review the proposed agreement, and they would like to schedule a follow-up meeting with the City.

City Attorney Garcia indicated she would provide an update on the marijuana dispensary ordinance and noted that a working version of the ordinance had been provided to Attorney Sutphen for redlining for city staff to prepare a more complete memorandum for the commission's review.

6.2 City Manager

Interim City Manager Gierok noted that tomorrow would be busy, beginning with the Veterans Memorial unveiling at the cemetery at 9:00 a.m. After the unveiling concludes around 9:45 a.m., the CIP workshop is scheduled to go from 10:00 a.m. to 4:00 p.m.

With regards to the City Manager recruitment brochure, he received the final round of comments, which were minor. The consultant would be sending a revised version back to him and the publication was expected to go out early to mid-next week.

Interim City Manager Gierok indicated moving to the RFQ for the Community Redevelopment Agency (CRA) surplus lots, and the selection committee met and awarded the project to Habitat for Humanity. He indicated receipt of the Construction Manager at Risk RFQ, and ten submissions were received and are currently under evaluation. He indicated that the selection committee will meet with the intent to award and assemble a construction management team.

Interim City Manager explained that he and the Deputy City Manager met earlier in the week with Representative Fine's office to discuss potential grant funding opportunities, including stormwater-related projects for Estes and Spring Ridge. He noted that no specific commitments were made at this time, but the office planned to follow up with additional information.

6.3 City Commission

Commissioner Asbate suggested that the city consider adding sunset clauses to annexation and land-use approvals as such provisions would cause development entitlements to expire if projects do not proceed within defined timelines, which would prevent outdated approvals from creating long-term planning issues for the city. He noted that with older development entitlements remaining active for decades this reform would improve accountability and reduce future complications in land-use governance. He then stated he was frustrated with delays in development-related matters and was concerned about recent ordinance discussions, that include the medical marijuana ban and land-use rights for existing businesses. He commented that, at this time, he lacked confidence in the city's current legal support structure, with communication breakdowns and delays with responsiveness, and he remarked that these issues contribute to inefficiency, increased costs, and confusion in decision-making. Commissioner Asbate indicated that taxpayer funds are being negatively impacted by excessive reliance on outside legal billing, and the city should consider restructuring its legal

services, including the possibility of hiring an in-house attorney or transitioning to a different model.

Vice Mayor Ashcraft responded that he supported the idea and that specialized legal expertise is important, particularly in land-use, zoning, and annexation matters, which represents a significant portion of city commission work. He commented that the city would benefit from experienced counsel capable of helping guide complex development decisions and suggested that current arrangements be reviewed to ensure adequate expertise is available.

Commissioner Asbate noted concerns about the city's financial responsibilities to taxpayers; the city is spending more money than ever before without achieving meaningful results. He explained that the lack of progress has left him with no confidence in the current situation with the city's legal representation, and he does not feel comfortable confiding in the city attorney so instead he has to seek advice from a private attorney at his own expense which is not how the system is supposed to function and is contrary to the responsibilities elected officials were entrusted to carry out. He advised that change is necessary, and while change can be difficult, it is often beneficial, and the time has come for a change in the city's current direction.

Commissioner Hawkins stated that he had full confidence in the current city attorney. In his experience, the attorney has been responsive and accessible, and he has been able to obtain needed information when requested. While response times may occasionally be affected by workload, he did not believe there was a systemic issue or any risk to the city's interests. The city already retains a specialized land-use attorney for technical matters, so the current structure already provides targeted expertise where needed.

Commissioner Hawkins reminded everyone that graduation would take place the next day, and it is scheduled to begin at 7:30 p.m. He commented that the Lady Panthers event is tomorrow at 4:00 p.m. He mentioned that last week he attended the First Responders Appreciation Event at W.I.N.1 Ministries and several city officials attended the event, and he thanked the police chief, W.I.N.1 Ministries, and Pastor Renee for organizing the event. He noted that the Lake County Sheriff was present and recognized during the program. The event was a success and an example of the positive things taking place in the city.

Commissioner Asbate mentioned that he was not finished with his comments. He said he had asked commissioners for their thoughts on the issue and appreciated the opportunity to continue the conversation. The matter involving the city attorney presented an opportunity for the commission to consider expanding the city's legal resources for the benefit of the community. He indicated an interest in exploring the possibility of hiring an in-house attorney as an alternative and wanted to hear additional input from other commissioners. He does not have any personal experience with the process of replacing or reappointing a city attorney. However, there is a lack of confidence and guidance from the current city attorney. He asked that the commission should carefully consider the issue, continue discussing the matter, and determine whether any direction should be provided regarding how the city would proceed.

Vice Mayor Ashcraft asked if the city had a land use attorney, and Mayor Lee said yes.

Commissioner Asbate indicated an interest in why the city was not being advised toward a different approach, suggesting it may not be financially beneficial. He did not want to focus on blame or negativity, but it is time for the city to move forward and transition, proposing a 30-day period to consider options such as appointing an interim land-use attorney while evaluating whether to move to an in-house attorney or continue with an outsourced attorney. He stated there were problems with the current legal agreement; however, he did not elaborate publicly, but he noted it was time for the city to make a change and move forward.

Commissioner Holland requested that the issue of city attorney services be formally placed on a future agenda for full commission discussion. He noted the need for a structured, transparent review that includes staff input, cost analysis, and operational considerations. He cautioned that any transition to an in-house model would likely require additional staffing and administrative support and pointed out the importance of understanding all financial and operational implications before making decisions. Commissioner Hawkins agreed with placing the item on a future agenda.

City Attorney Garcia stated that she was in a difficult position and could not fully defend herself during an open meeting. She explained that responding in detail could require discussion of sensitive or confidential matters that would not be appropriate for public disclosure. She indicated that she would not speak negatively about any commissioner, and her role requires professional restraint in such discussions.

Commissioner Asbate pointed out that he wanted to raise the need to formally recognize a well-known community member who recently passed, Timothy Totten who was highly influential and deeply involved in helping others both publicly and behind the scenes. Commissioner Asbate asked that the city consider a formal honor such as naming a street after him or taking other steps of recognition. He commented that Mr. Totten had a reputation for being supportive and responsive to community needs and would like the commission to consider ways of honoring him.

Interim City Manager Gierok responded that staff were already planning a memorial bench at Ferran Park with a commemorative plaque and staff had been coordinating with the family. He welcomed additional ideas from the commission.

Mayor Lee mentioned that the city should prepare a proclamation in his honor as well as his name being attached to the Amazing Race event.

Commissioner Asbate remarked that he was concerned that TEDxEustis may be moved to Mount Dora. He heard efforts were underway to take the program out of Eustis. Commissioner Hawkins stated that it had already happened. Commissioner Asbate then asked about how the program was structured, including whether it operates under a franchise model and what steps, if any, the city would need to take to retain or reestablish it locally. Commissioner Hawkins suggested that the program may have previously functioned under a franchise arrangement. Mayor Lee noted that securing someone to run the program locally would be a significant undertaking.

Deputy City Manager Miranda Burrowes clarified that it was her understanding that TEDxEustis was still operating in Eustis and was included in the city's budget, but she would confirm the status.

Commissioner Hawkins added that were recent developments over the weekend that prompted the discussion.

Commissioner Asbate reiterated that the program was being moved to Mount Dora, and it was frustrating that successful local initiatives were being taken by other municipalities. He advised strengthening incentive programs, gateway funding, and downtown development grants to better compete with surrounding municipalities. He noted some businesses have left after receiving support so he would like the city to consider safeguards such as repayment provisions if businesses relocate after benefiting from incentives. It is important to position the city competitively as the downtown development expands.

Interim City Manager Gierok responded that staff were developing ideas and would bring formal plan back to the commission for review. He noted that it would need to be incorporated into the upcoming budget process.

Vice Mayor Ashcraft requested that commission be provided with updates on Lakeshore Drive, the city’s internal trail system, and ongoing coordination on regional trail efforts. He noted that the River to Hills Trails project was already under construction and asked that status updates be shared via email with the commission for efficiency. He commented that the high school girls’ softball team defeated Wakulla 14 to 7 and advanced to the state championship game which is scheduled for tomorrow at 4:00 p.m. against Coral Springs Charter School at the Boombah Sports Complex.

6.4 Mayor

Mayor Lee said while reflecting on a recent visit from America in Bloom, evaluators praised the city’s landscaping and downtown beautification efforts. She credited city staff for their work in preparing for the visit and communicated the positive impression made on the evaluators. She indicated an appreciation for the ongoing beautification efforts and the commission’s support.

7. Adjournment: 8:08 p.m.

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to www.eustis.org and click on the video for the meeting. If available, the video recording may be accessible at <https://www.youtube.com/@EustisComRel/streams> or an audio recording may be requested from the office of the City Clerk.*

CHRISTINE HALLORAN
City Clerk

EMILY A. LEE
Mayor/Commissioner



City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: June 18, 2026

RE: Reappointment to Code Enforcement Board - Member

Introduction:

Code Enforcement Board (CEB) Member Alan R. Paczkowski submitted his request for reappointment form on May 1, 2026 asking to be considered for reappointment to the full board member position.

Background:

Mr. Paczkowski was reappointed to the CEB June 15, 2023, and has served consistently since then. His current appointment expires July 2, 2026, and he has requested reappointment. If approved, his new term will expire July, 2, 2029. It should be noted that no other applications have been received for the member seat although the position was advertised pursuant to City policy.

Recommended Action:

Staff recommends consideration of the reappointment of Alan R. Paczkowski to the CEB member position.

Policy Implications:

Not Applicable

Alternatives:

The Commission alternatives are as follows:

1. Reappoint Alan R. Paczkowski to the full board seat as requested.
2. Decline the appointment and direct staff to re-advertise the full board seat.

Budget/Staff Impact:

Not Applicable

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Miranda Burrowes, Deputy City Manager



City of Eustis – City Clerk
P. O. Drawer 68
10 North Grove Street
Eustis, Florida 32727

Board Reappointment/Resignation Form

Please check the appropriate box below for the Board which you are seeking reappointment. Then, fill in the remaining information and sign/date below.

- Code Enforcement Board
- Historic Preservation Board
- Library Board of Trustees
- Fire Pension Board
- Police Pension Board
- Eustis Housing Authority

I no longer wish to serve on the above Board. Effective:

I request to seek reappointment to the above Board.

Name: ALAN R. PACZKOWSKI

Address: [Redacted] Eustis, FL

Contact Number: [Redacted]

Email Address: [Redacted]

Date: 5/1/26

Signature: *Alan Paczkowski*

Please return completed form to cityclerk@eustis.org. You will be notified when your appointment will be added to an upcoming City Commission Meeting Agenda for consideration.

CITY OF EUSTIS CODE ENFORCEMENT BOARD (CEB) 7-Member Board, 2 Alternates 3 Year Term	
Stephanie L. Carder (MEMBER) carders@eustis.org Reappointed: 02/16/2023 Term Expiration: 02/28/2026 Reappointed: 02/19/2026 Term Expiration: 02/28/2029	Bradley P. Shelley (MEMBER) shelleyb@eustis.org Reappointed 05/15/2025 Term Expiration: 03/31/2028
Alan Paczkowski (MEMBER) paczkwoskia@eustis.org Reappointed: 06/15/2023 Term Expiration: 07/02/2026	Nicie Allen Parks (MEMBER) parksn@eustis.org Appointed: 05/15/2025 Term: 01/01/2025 to 01/01/2028 Term Expiration: 01/01/2028
Karen Sartele (MEMBER) sartelek@eustis.org Reappointed: 05/15/2025 Term Expiration: 10/31/2027	Patricia Jensen (MEMBER) jensenp@eustis.org Appointed: 08/07/2025 Term: 07/31/2025 to 07/31/2028 Term Expiration: 07/31/2028 <u>Former:</u> Richard K. Bartzler Resignation: 06/17/2025 Term Expiration: 07/31/2025
Ryan Benaglio (MEMBER) benaglor@eustis.org Reappointed: 05/15/2025 Term Expiration: 05/31/2027	
Jessica Carmona (ALTERNATE) City Email TBD Term Expiration: 11/03/2025 Term (To Fill A Vacancy): 11/03/2025 – 11/03/2028 Appointment: 05/07/2026 Term Expiration: 11/03/2028 <u>Former:</u> Patricia Jensen Appointed: 05/15/2025 Appointed to Member: 08/07/2025	Christine Cruz (ALTERNATE) cruzc@eustis.org Appointed: 05/15/2025 Term Expiration: 08/04/2025 Reappointed: 08/21/2025 Term: 08/04/2025 to 08/04/2028 Term Expiration: 08/04/2028

Board Attorney:

Matthew Frey
Campione & Hackney, P.A.
2750 Dora Ave, Tavares, FL 32778
352-343-4561
mfrey@campionehackney.com

City Staff Attorney:

Kevin Rossi
Bowen & Schroth, PA
600 Jennings Avenue
Eustis, FL 32726
589-1414 off 589-1726 fax m-f 9-5
zbroome@bowenschroth.com

ARTICLE III. CODE ENFORCEMENT¹

Sec. 2-56. General.

- (1) This article is adopted in accordance with the provisions of Florida Statutes ("F.S.") ch. 162, part I and the city hereby adopts F.S. ch. 162, part 1 by reference.
- (2) All statutory references include the current statutory provisions and, if amended by the Florida Legislature, any future statutory amendments.
- (3) The city hereby adopts an alternate code enforcement system as authorized by F.S. § 162.03(2).
- (4) The following words, terms, and phrases shall have the meanings ascribed to them in F.S. § 162.04:
 - a. Local governing body.
 - b. Code inspector.
 - c. Local governing body attorney.
 - d. Enforcement board.
 - e. Repeat violation.
- (5) Nothing contained in this article shall prohibit the city from enforcing the city Code by other means. It is intended that this article be an additional or supplemental means of obtaining compliance with this Code.
- (6) Lake County is authorized to provide animal control services and enforce the animal control provisions of the Lake County Code in the city. Chapter 4 of the Lake County Code, and each and every subsequent amendment, addition, and revision thereto, is approved and adopted by the city for the county to use and enforce within the city.

(Ord. No. 12-10, § 1(exh. A), 6-21-2012)

Sec. 2-57. Code enforcement board.

- (1) *Organization.*
 - a. The city hereby establishes a local government code enforcement board pursuant to and consistent with F.S. ch. 162.
 - b. The city commission also hereby authorizes the use of a special magistrate with the same powers and duties of the code enforcement board if there are not enough board members present to have a quorum. references in this article to the code enforcement board shall include the special magistrate if the context permits.

¹Editor's note(s)—Ord. No. 12-10, § 1, adopted June 21, 2012, repealed the former Art. III, Div. 1 §§ 2-56—2-58, Div. 2 §§ 2-86—2-97, Div. 3 §§ 2-126—2-134, and enacted a new Art. III as set out herein. The former Art. III pertained to code enforcement and derived from the Code of 1959, §§ 2-4—2-15; Ord. No. 03-60, § 1, 8-7-2003; and Ord. No. 09-31, § 2, adopted 7-16-2009.

- c. The city shall appoint an attorney to represent the code enforcement board.
 - d. The code enforcement board attorney shall act as the special magistrate in the event that there are not enough code enforcement board members present at a meeting to meet statutory quorum requirements.
 - e. No member of the code enforcement board shall have any interest, be it financial or otherwise, direct or indirect, or engage in any business transaction or professional activity, or incur any obligation which is in conflict with the proper discharge of his duties in the public interest in accordance with F.S. ch. 112.
 - f. No member shall appear before the city commission, or any commission, committee or board of the city, as agent, attorney or representative of any person, except when representing property he owns.
- (2) *Powers and jurisdiction.*
- a. The code enforcement board shall hear and decide violations of this Code and ordinances where a pending or recurring violation continues to exist.
 - b. The code enforcement board shall have all powers as provided in F.S. § 162.08.
- (3) *Meetings.*
- a. All meetings, regular or special, and all hearings, shall be open to the public in accordance with the provisions of F.S. § 286.011.
 - b. The code enforcement board shall hold an annual organizational meeting for the purpose of electing officers, adopting rules and procedures, and establishing regular meeting dates and times.

(Ord. No. 12-10, § 1(exh. A), 6-21-2012)

Sec. 2-58. Enforcement procedures.

- (1) The code inspector shall initiate enforcement proceedings of the various codes in accordance with F.S. ch. 162.06.
- (2) Hearings shall be conducted in accordance with F.S. ch. 162.07.
- (3) The Code Enforcement Board may order the payment of fines and file liens against real or personal property in accordance with F.S. ch. 162.09.
- (4) An aggrieved party, including the local government, may appeal a final administrative order of the code enforcement board in accordance with F.S. § 162.11.
- (5) All notices shall be provided in accordance with F.S. ch. 162.12.

(Ord. No. 12-10, § 1(exh. A), 6-21-2012)

Secs. 2-59—2-160. Reserved.

Title XI
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS
Chapter 162
COUNTY OR MUNICIPAL CODE ENFORCEMENT
[View Entire Chapter](#)

162.05 Local government code enforcement boards; organization.—

(1) The local governing body may appoint one or more code enforcement boards and legal counsel for the enforcement boards. The local governing body of a county or a municipality that has a population of less than 5,000 persons may appoint five-member or seven-member code enforcement boards. The local governing body of a county or a municipality that has a population equal to or greater than 5,000 persons must appoint seven-member code enforcement boards. The local governing body may appoint up to two alternate members for each code enforcement board to serve on the board in the absence of board members.

(2) Members of the enforcement boards shall be residents of the municipality, in the case of municipal enforcement boards, or residents of the county, in the case of county enforcement boards. Appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.

(3)(a) The initial appointments to a seven-member code enforcement board shall be as follows:

1. Two members appointed for a term of 1 year each.
2. Three members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

(b) The initial appointments to a five-member code enforcement board shall be as follows:

1. One member appointed for a term of 1 year.
2. Two members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

Thereafter, any appointment shall be made for a term of 3 years.

(c) The local governing body of a county or a municipality that has a population of less than 5,000 persons may reduce a seven-member code enforcement board to five members upon the simultaneous expiration of the terms of office of two members of the board.

(d) A member may be reappointed upon approval of the local governing body.

(e) An appointment to fill any vacancy on an enforcement board shall be for the remainder of the unexpired term of office. If any member fails to attend two of three successive meetings without cause and without prior approval of the chair, the enforcement board shall declare the member's office vacant, and the local governing body shall promptly fill such vacancy.

(f) The members shall serve in accordance with ordinances of the local governing body and may be suspended and removed for cause as provided in such ordinances for removal of members of boards.

(4) The members of an enforcement board shall elect a chair, who shall be a voting member, from among the members of the board. The presence of four or more members shall constitute a quorum of any seven-member enforcement board, and the presence of three or more members shall constitute a quorum of any five-member enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the local governing body or as are otherwise provided by law.

(5) The local governing body attorney shall either be counsel to an enforcement board or shall represent the municipality or county by presenting cases before the enforcement board, but in no case shall the local governing body attorney serve in both capacities.



City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: June 18, 2026

RE: Resolution Number 2026-52: Lake County Local Mitigation and Resilience Strategy Plan (LMS) Adoption

Introduction:

Resolution Number 2026-52 adopts the Lake County Local Mitigation and Resilience Strategy Plan. Within Lake County, the LMS assesses each jurisdiction's hazards and needs with the intent of dispersing funds as they become available. The adoption of this plan would allow the City of Eustis to participate in the LMS working group and be eligible for some of the funding as it becomes available.

Background:

By law, each county's LMS must be updated every five years. Lake County's LMS was recently updated. The plan is administered by Lake County Department of Public Safety, Emergency Management Division.

The plan was developed by the Local Mitigation Strategy (LMS) Working Group. The Working Group is comprised of representatives from various local government entities. Currently, Fire Chief Michael Swanson and Veronica Whetro are members of the Working Group. The LMS assesses each jurisdiction by individual hazards to better understand how vulnerable any given jurisdiction is to those hazards. The LMS identifies projects for potential funding that might help reduce vulnerability within each community. Projects are described and a prioritization score given to identify the most effective use of any available funding.

The City is required to pass a resolution formally adopting the Lake County Local Mitigation and Resilience Strategy Plan to ensure the City's eligibility through 2031 for funds received from the following FEMA programs:

- Hazard Mitigation Grant Program (HMGP)
- Flood Mitigation Assistance (FMA)
- Building Resilient Infrastructure and Communities (BRIC)

Recommended Action:

Staff recommend adoption of Resolution Number 2026-52.

Policy Implications:

Approval of Resolution Number 2026-52 will enable the City of Eustis to be eligible through 2031 to Lake County to apply to the identified FEMA programs.

Disapproval of Resolution Number 2026-52 will mean the loss of eligibility to receive funds through any of the identified FEMA programs to assist the City of Eustis.

Alternatives:

1. Approve Resolution Number 2026-52
2. Disapprove Resolution Number 2026-52

Budget/Staff Impact:

No impact on budget or staff at this time.

Prepared By:

Veronica Whetro, Grant Writing Coordinator

Reviewed By:

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

This adoption will be for future grant opportunities to the City of Eustis. Here's the attachment as a link for your review:

[Full Packet FINAL 2025 LMRS Plan.pdf](#)

RESOLUTION NUMBER 2026-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, ADOPTING THE LAKE COUNTY LOCAL MITIGATION AND RESILIENCE STRATEGY PLAN (LMS) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Division of Emergency Management and the Federal Emergency Management Agency recommends that all local governments, in cooperation with their local county Department of Emergency Management, develop and maintain a hazard mitigation plan; and

WHEREAS the City of Eustis desires to have and participate in this plan to protect the life and property of its citizens; and

WHEREAS the City of Eustis, in cooperation with Lake County has developed the plan, policies and procedures necessary to plan and develop projects to protect the citizens of Eustis and Lake County from hazards;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Lake County, Florida, that the City of Eustis adopts the proposed Lake County Local Mitigation and Resilience Plan, dated June 2026, identifying the hazards and strategies to mitigate those hazards. That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 18th day of June 2026, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

ATTEST:

Emily A. Lee
Mayor/Commissioner

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 18th day of June 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY’S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-52 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

City Clerk’s Office



City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: June 18, 2026

RE: Resolution Number 2026-54: Budget Amendment in the amount of \$200,000 to the Adopted 2025/2026 Budget for the Building Fund

Resolution Number 2026-55: Approval of a Guaranteed Maximum Price (GMP) of \$1,582,155 for construction management services for Phase 1 renovation of the Construction Services Complex located at 21 N Grove Street

Introduction:

The City has received a Guaranteed Maximum Price (GMP) proposal from Faden Builders, Inc. for the construction of the Construction Services Complex Phase 1 Renovations in the amount of \$1,582,155. The current Capital Improvement budget balance is \$1,407,547.

Background – Resolution Number 2026-54:

Staff is requesting a budget amendment to the Building Fund's Adopted FY 2025/2026 budget in the amount of \$200,000 to cover the remaining GMP amount and contingency. These funds will be transferred from the Building Fund balance which has adequate funds to cover this transfer.

Background – Resolution Number 2026-55:

The Building Department, Engineering and Public Works teams have prepared construction documents utilizing city staff and continuing services agreements with engineering firms to obtain a GMP for the Phase 1 Renovation of the Construction Services Complex.

The scope of work and timing constraints for the modifications does not lend itself to a conventional "design, bid, build" delivery method, therefore, City staff requested a Guaranteed Maximum Price (GMP) from Faden Builders Inc. who provided assistance with the scope of work and construction techniques for this project. Faden Builders was awarded a Continuing Construction Manager At-Risk (CMAR) Contract in accordance with the City's purchasing policy (RFQ 004-26).

The CMAR delivery method includes a GMP for the project based on sub-contractor bids, general conditions costs and profit. Faden Builders, Inc. submitted a GMP of \$1,582,155 for the renovation of Phase 1 of the Construction Services Complex. This price includes materials, labor, equipment and project supervision.

As this expenditure is in excess of \$100,000, it requires authorization for the City Manager to execute an agreement with Faden Builders, Inc.

Recommended Action:

Staff recommends approval of Resolution Number 2026-54 budget amendment to fully fund the GMP.

Staff recommends approval of Resolution Number 2026-55 to engage Faden Builders, Inc. for the Phase 1 renovation of the new Construction Services Complex.

Budget and Staff Impact:

The FY2025/2026 budgetary impact is an increase in expenses for the Building Fund in the amount of \$200,000.

\$1,407,547.45 is included in the approved 2026-2027 CIP. The available funds are described as follows:

\$1,017,547.45 from 020-1520-524-60-62 - Building Capital Improvement budget

\$390,000 from 010-8600-522-60-06 - Fire Administration Capital Improvement budget

Upon approval of the Resolution #2026-54 \$200,000 Budget Transfer, the revised project budget total is \$1,607,547 which includes a \$25,392 contingency.

Prepared By:

Robert Harper, Director of Construction Services

Reviewed By:

Miranda Burrowes, Deputy City Manager

RESOLUTION NUMBER 2026-54

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 FOR THE BUILDING FUND AND BY ADJUSTING EXPENDITURES; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis adopted the final FY 2025/26 budget on September 18, 2025; and

WHEREAS, On May 14, 2026 the City closed on the purchase of the property and building located at 21 N. Grove Street, Eustis, FL; and

WHEREAS, the intended use of the building is for housing the Building Fund staff; and

WHEREAS, the building is in need of remediation and demolition work in addition to the build-out and construction of office space; and

WHEREAS, the necessary repairs and construction were not included in the Adopted FY 2025/26 budget; and

WHEREAS, the Building Fund is anticipated to have ample excess funds to cover these expenses; and

WHEREAS, an amendment to the FY 2025/26 budget in the amount of \$200,000 is necessary for the City to encumber funds for various vendors who will be involved in the various aspects of the project; and

WHEREAS, these funds will be transferred from the Building Fund Balance.

DONE AND RESOLVED by the City Commission of the City of Eustis, Lake County, Florida, as follows:

Section 1

That the Adopted FY 2025/26 budget for the Building Fund is amended to reduce Fund Balance by \$200,000 and increase expenditures in the FY 2025/26 budget to proceed with necessary work needed at 21 N. Grove Street, Eustis.

Section 2

That the Finance Director of the City of Eustis is hereby authorized to amend the FY 2025/26 adopted budget for the Building Fund.

Section 3

That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 18th day of June 2026 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 18th day of June 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-54 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

City Clerk's Office



City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: June 18, 2026

RE: Resolution Number 2026-54: Budget Amendment in the amount of \$200,000 to the Adopted 2025/2026 Budget for the Building Fund

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Background – Resolution Number 2026-54:

Staff is requesting a budget amendment to the Building Fund's Adopted FY 2025/2026 budget in the amount of \$200,000 to cover the remaining GMP amount and contingency. These funds will be transferred from the Building Fund balance which has adequate funds to cover this transfer.

Background – Resolution Number 2026-55:

The Building Department, Engineering and Public Works teams have prepared construction documents utilizing city staff and continuing services agreements with engineering firms to obtain a GMP for the Phase 1 Renovation of the Construction Services Complex.

The scope of work and timing constraints for the modifications does not lend itself to a conventional "design, bid, build" delivery method, therefore, City staff requested a Guaranteed Maximum Price (GMP) from Faden Builders Inc. who provided assistance with the scope of work and construction techniques for this project. Faden Builders was awarded a Continuing Construction Manager At-Risk (CMAR) Contract in accordance with the City's purchasing policy (RFQ 004-26).

The CMAR delivery method includes a GMP for the project based on sub-contractor bids, general conditions costs and profit. Faden Builders, Inc. submitted a GMP of \$1,582,155 for the renovation of Phase 1 of the Construction Services Complex. This price includes materials, labor, equipment and project supervision.

As this expenditure is in excess of \$100,000, it requires authorization for the City Manager to execute an agreement with Faden Builders, Inc.

Recommended Action:

Staff recommends approval of Resolution Number 2026-54 budget amendment to fully fund the GMP.

Staff recommends approval of Resolution Number 2026-55 to engage Faden Builders, Inc. for the Phase 1 renovation of the new Construction Services Complex.

Budget and Staff Impact:

The FY2025/2026 budgetary impact is an increase in expenses for the Building Fund in the amount of \$200,000.

\$1,407,547.45 is included in the approved 2026-2027 CIP. The available funds are described as follows:

\$1,017,547.45 from 020-1520-524-60-62 - Building Capital Improvement budget

\$390,000 from 010-8600-522-60-06 - Fire Administration Capital Improvement budget

Upon approval of the Resolution #2026-54 \$200,000 Budget Transfer, the revised project budget total is \$1,607,547 which includes a \$25,392 contingency.

Prepared By:

Robert Harper, Director of Construction Services

Reviewed By:

Miranda Burrowes, Deputy City Manager

RESOLUTION NUMBER 2026-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$100,000 AND APPROVING THE GUARANTEED MAXIMUM PRICE OF \$1,582,155 FOR CONSTRUCTION MANAGEMENT SERVICES FOR PHASE 1 RENOVATION OF THE CONSTRUCTION SERVICES COMPLEX.

WHEREAS, the City's approved Capital Improvement Budget includes funds for construction of the Construction Services Complex; and

WHEREAS, the new building will provide office space for all staff of the Building Department, Fire Administration and Engineering and Capital Projects; and

WHEREAS, Faden Builders, Inc. has submitted a Guaranteed Maximum Price of \$1,582,155 for the construction and renovation of the Construction Services Complex Phase 1 consistent with the City of Eustis Purchasing Policies and Procedures; and

WHEREAS, the approval of Resolution Number 2026-54 for the \$200,000 Building Fund transfer along with the current funds available in 020-1520-524-60-62 of \$1,017,547.45 and 010-8600-522-60-06 of \$390,000.00 will fund the services; and

WHEREAS, 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 construction and renovation of the Construction Services Complex Phase 1; and
- (2) The City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the renovation of the Construction Services Complex project with Faden Builders, Inc; and
- (3) This resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 18th day of June, 2026, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Emily A. Lee
Mayor/Commissioner



City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: June 18, 2026

RE: Resolution Number 2026-56: Parks and Recreation Renaming of Sunset Island Park to Timothy Totten Park at Sunset Island

Introduction:

Resolution Number 2026-56 P&R: Renaming of Sunset Island Park to Timothy Totten Park at Sunset Island.

Background:

This is a consent agenda item to rename Sunset Island Park to Timothy Totten Park at Sunset Island in honor of his valuable contributions to the City of Eustis and the Amazing Race event.

Recommended Action:

Approve

Policy Implications:

N/A

Budget/Staff Impact:

Signage renaming costs to be determined.

Prepared By:

Anna Vilches, Parks and Recreation Administrative Assistant

Reviewed By:

Sam Brinson, Parks and Recreation Director
Miranda Burrowes, Deputy City Manager

RESOLUTION NUMBER 2026-56

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, RENAMING SUNSET ISLAND PARK TO TIMOTHY TOTTEN PARK AT SUNSET ISLAND IN RECOGNITION OF HIS CONTRIBUTIONS TO THE CITY OF EUSTIS AND THE AMAZING RACE EVENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eustis owns and maintains a public park currently known as Sunset Island Park;

WHEREAS, Mr. Timothy Totten has made significant contributions to the City of Eustis community;

WHEREAS, the City Commission desires to recognize Mr. Timothy Totten’s contributions and service to the citizens of Eustis by renaming Sunset Island Park in his honor;

WHEREAS, the City Commission finds that renaming the park serves a public purpose and appropriately recognizes Mr. Timothy Totten’s lasting impact on the community.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida Sunset Island Park shall hereby be renamed Timothy Totten Park at Sunset Island.

DONE AND RESOLVED, this 18th day of June 2026, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 16th day of June 2026, by Christine Halloran, City Clerk, who is personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-56 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

City Clerk's Office



Proclamation

Know Ye:

WHEREAS, Tim Totten was born on August 22, 1975, in Orlando, Florida, and became a visionary leader, entrepreneur, advocate, and Master Storyteller whose work strengthened civic engagement and cultural appreciation throughout Lake County; and

WHEREAS, he excelled in his career by applying his creativity to the pursuit of design and sharing his enthusiasm for architecture with audiences across the country, inspiring people through his stories and insights; and

WHEREAS, Tim expressed his dedication to supporting the community by bringing the Amazing Race for Charity to Eustis in 2014 and serving as Race Director and President for more than a decade, generating substantial charitable support and fostering community collaboration; and

WHEREAS, Tim's commitment extended to founding and co-organizing TEDxEustis, bringing nationally recognized speakers and local innovators to the City from 2018 through 2025, and continuing in 2026 as a curator and coach; and

WHEREAS, his love for the City of Eustis was evident in his willingness to take on countless projects, always seeking ways to help and uplift others; and

WHEREAS, Tim's legacy lives on through the initiatives he built and the countless individuals he inspired, and he is survived by beloved family members, friends and a community forever changed by his dedication to fostering kindness, compassion and connection;

Now, therefore,

I, Emily Lee, Mayor of the City of Eustis, Florida, on behalf of the City Commission and Citizens of Eustis, do hereby honor Timothy Brian Totten's impact on our community by proclaiming June 6, 2026, as:

Tim Totten Day

in honor of his unwavering service, selflessness and passion for the City of Eustis. I call upon all residents to join us in honoring and celebrating his life and contributions to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Eustis to be affixed, this **6th day of June, 2026.**

Emily Lee
MAYOR/COMMISSIONER



City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: June 18, 2026

RE: Resolution Number 2026-57: City of Eustis/UCF Business Incubator Partnership Agreement Renewal

Introduction:

As part of the City's ongoing economic development strategy to stimulate entrepreneurship, create jobs, and support the growth of local businesses, the City of Eustis seeks to continue its partnership with the University of Central Florida (UCF) Business Incubation Program. Resolution Number 2026-57 approves a Second Funding Agreement between the City of Eustis and UCF for the continued operation of the UCF/Eustis Business Incubator located in downtown Eustis.

The business incubator provides entrepreneurs and early-stage companies with access to professional business coaching, mentoring, educational programming, strategic planning assistance, networking opportunities, and other resources necessary to help businesses launch, grow, and remain in Lake County.

Background:

The City's efforts to establish a business incubator began in 2022 when the City Commission participated in a workshop with representatives from the University of Central Florida regarding the feasibility of creating a business incubator in downtown Eustis. Following additional research and evaluation by City staff, the Commission approved a partnership agreement with UCF in 2023.

Since opening, the UCF Business Incubator in Eustis has served entrepreneurs and small businesses throughout Lake County by providing business development services, entrepreneur training programs, mentoring opportunities, and business boot camps. The incubator has become an important component of the City's economic development initiatives and has strengthened partnerships among local governments, educational institutions, and the business community.

The current agreement between the City and UCF expires on August 31, 2026. UCF and the City have negotiated a Second Funding Agreement that will continue incubator operations for an additional three-year period.

Summary of the Second Funding Agreement:

The proposed agreement provides for:

- A three-year term beginning October 1, 2026, and ending September 30, 2029.
- UCF Program manager of administrative and client services located in the City of Eustis.
- Professional business coaching, mentoring, and consulting services for incubator clients.
- Entrepreneur development programming and educational workshops.
- Two business boot camp programs annually for small businesses and entrepreneurs.
- Development and maintenance of mentor, investor, and service-provider networks.
- Partnerships with Lake Technical College, Lake-Sumter State College, the Small Business Development Center, and other economic development organizations.
- Annual performance reporting documenting incubator outcomes and economic impacts.

Funding:

Under the proposed funding structure, the City of Eustis will contribute \$42,500 annually toward the operation of the incubator program. Lake County will provide an annual contribution of \$127,500 through a separate interlocal funding agreement, resulting in total municipal annual funding of \$170,000.

UCF will apply \$90,000 in unspent funds toward the operation of the UCF Business Incubator - Eustis during the term of this agreement with the City of Eustis in the amount of Thirty Thousand dollars (\$30,000.00) per year for three (3) years. The total municipal and UCF annual funding for the UCF/Business incubator is \$200,000.

The funding will support UCF staffing, entrepreneur development programs, business coaching services, marketing efforts, mentor development, and other operational activities necessary to sustain the incubator program.

Economic Development Benefits:

The UCF Business Incubator is expected to continue generating measurable economic benefits for the City of Eustis and Lake County by:

- Supporting startup and early-stage companies.
- Assisting existing businesses with expansion and growth.
- Creating and retaining jobs.
- Increasing private-sector investment.
- Strengthening the local entrepreneurial ecosystem.
- Encouraging graduates of the program to remain in Eustis and Lake County after completing incubation services.

Fiscal Impact:

The City's annual financial commitment under the agreement is \$42,500, which has been included in the proposed Economic Development budget for Fiscal Year 2026-2027 and will be budgeted in subsequent fiscal years subject to annual appropriations.

Staff Recommendation:

Staff recommends approval of Resolution Number 2026-57 approving the Second Funding Agreement between the City of Eustis and the University of Central Florida for the continued operation of the Business Incubator Program and authorizing the City Manager to execute the agreement.

Prepared by:

Al Latimer, Economic Development and CRA Director

Reviewed by:

Miranda Burrowes, Deputy City Manager

RESOLUTION NUMBER 2026-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; APPROVING A SECOND FUNDING AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE UNIVERSITY OF CENTRAL FLORIDA TO PARTNER IN THE OPERATION OF A BUSINESS INCUBATOR IN THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, business incubators are an integral component of comprehensive economic development strategies designed to stimulate entrepreneurship, foster innovation, and create jobs; and

WHEREAS, on April 25, 2023, the City of Eustis and Lake County entered into a funding agreement supporting the creation and operation of the UCF/Eustis Business Incubator located in the City of Eustis; and

WHEREAS, on May 4, 2023, the City Commission approved an agreement between the City of Eustis and the University of Central Florida Research Foundation, Inc. for administrative and client management services for the UCF/Eustis Business Incubator serving entrepreneurs and growing companies within the City and Lake County; and

WHEREAS, the University of Central Florida is nationally recognized for its business incubator programs and provides staffing, business startup expertise, mentoring, educational programming, and entrepreneurial support services; and

WHEREAS, the City and UCF desire to continue their successful partnership through a renewed agreement for the operation of the business incubator program in Eustis; and

WHEREAS, results achieved during the first three years of operations, as reported in Annual Reports to the City and County, have shown good to significant progress for every key metric, exceeded expectations supporting startup businesses, providing assistance to existing companies with growth and expansion plans, encouraging job creation, and helping retain businesses within the City of Eustis and Lake County; and

WHEREAS, the City Commission finds that approval of the Second Funding Agreement with the University of Central Florida is in the best interests of the residents, businesses, and economic future of the City of Eustis.

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

Section 1. Recitals

The foregoing recitals are hereby adopted and incorporated herein as findings of fact and legislative intent of the City Commission.

Section 2. Approval of Agreement

The City Commission hereby approves the Second Funding Agreement between the City of Eustis and the University of Central Florida for the operation of a Business Incubator Program in the City of Eustis, substantially in the form attached hereto as Exhibit "A."

Section 3. Authorization

The City Manager is hereby authorized to execute the Agreement and any non-substantive modifications necessary to carry out the intent of this Resolution, subject to review and approval as to form by the City Attorney.

Section 4. Severability

If any section, subsection, sentence, clause, phrase, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 5. Conflicts

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date

This Resolution shall become effective immediately upon its adoption.

DONE AND RESOLVED this 18th day of June 2026, in a regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 18th day of June 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-57 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, on 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/UCFRF
BUSINESS INCUBATOR PARTNERSHIP AGREEMENT RENEWAL**

THIS AGREEMENT is effective as of the _____ day of _____, _____, by and between **CITY OF EUSTIS**, hereinafter referred to as the "CITY", a political subdivision of the State of Florida, whose address is City of Eustis 10 North Grove Street, P.O. Drawer 68, Eustis, Florida 32727-0068 and the **UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.**, hereinafter referred to as the "UCFRF", whose address is 12201 Research Parkway, Suite 501, Orlando, Florida 32826. "UCFRF" serves as a direct support organization and as an instrumentality of The University of Central Florida Board of Trustees, hereinafter referred to as "UCF", a public university existing and operating under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the CITY desires to aggressively stimulate economic growth in Eustis, among other things by establishing a business incubator; and

WHEREAS, the mission of the business incubator is to provide entrepreneur development programs and services and be a resource to startup businesses, nurture young businesses through their early growth stage, start more businesses in targeted industry sectors, diversity the local economy, and create employment opportunities for residents of City of Eustis; and

WHEREAS, UCFRF intends to contract directly with Mega Properties, the private company providing the building that will serve as the base of operation for the City's business incubator; and

WHEREAS, UCFRF has earned a national reputation for providing administrative support and client services, and has proposed and demonstrated to CITY that it can fully and adequately

provide support, consistent with the terms of this Agreement, to the UCF Business Incubator-Eustis;
and

WHEREAS, CITY has determined that in order to enhance and preserve the economic well-being and health and welfare of the citizens of CITY it is advantageous, proper and desirable to enter into this Agreement with UCFRF to enhance entrepreneur development;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is for UCFRF to provide the following services to CITY in the manner hereinafter set forth.

UCFRF will leverage the resources and infrastructure in place at UCFRF to aide in the development of companies operating at or presenting themselves for service at the UCF Business Incubator - Eustis. This includes:

- (a) UCF to hire a full-time staff to:
- Engage with community leaders and business organizations to build awareness of the program and identify prospect companies, build a mentor and service provider network, work with individual companies/entrepreneurs, and manage all UCF programs.
 - Establish connections with other UCF related organizations such as the Lake County UCF Alumni Club (for advisors and mentors) and academic entities such as Lake Sumter State College UCF Direct Connect program and Lake Technical College for interns.
 - Leverage existing SBDC Lake County resources to hold office hours and small business support programming.
 - Launch a virtual Incubator leveraging staff and resources from the overall Business Incubation program team.
 - Launch 2 Business Bootcamp programs: per year to support existing small businesses in Eustis. Each cohort runs a 2.5-hour session weekly for 10 weeks and can support 20-40 companies. The Bootcamp focuses on a wide range of business support modules including Business Modeling, Organizational Structure, Customer Relations and Operations/Finance.
- (b) use existing client application, screening and selection processes
- (c) market and promote the Incubator and its clients;
- (d) provide support for clients using existing client programs and services;

- (e) collaborate with other entrepreneurial and business support organizations to provide education and training for clients;
- (f) use existing criteria to graduate companies out of the program;
- (g) provide annual reports which shall include, but not be limited to, recommendations relative to the continuing development and operation of the Incubator. Additionally, on or before August 1 of each year of this agreement, UCFRF will provide a verbal report to the Lake County Board of County Commissioners.

Section 3. Services. CITY agrees to purchase and UCFRF agrees to furnish, during the term of this Agreement, the services described in Section 2 of this Agreement.

Section 4. Billing and Payment. CITY hereby agrees to fund UCFRF in the gross annual amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) for services provided hereunder; provided, however, that UCFRF shall contribute Thirty Thousand Dollars (\$30,000.00) annually from unspent funds remaining from the prior Agreement term, resulting in a net annual payment by CITY of One Hundred Seventy Thousand Dollars (\$170,000.00), payable in four (4) quarterly installments of Forty-Two Thousand Five Hundred Dollars (\$42,500.00), invoiced at the start of each quarter.

Notwithstanding the foregoing, the parties acknowledge that UCFRF has Ninety Thousand Dollars (\$90,000.00) in unspent funds remaining from the prior agreement term. UCFRF shall apply those unspent funds toward the operation of the UCF Business Incubator - Eustis during the term of this Agreement in the amount of Thirty Thousand (\$30,000.00) per year for three (3) years. Such annual contribution shall be used solely for eligible business incubator operations, programs, services, staffing, marketing, or other purposes consistent with this Agreement.

The parties further acknowledge that UCFRF's annual application of Thirty Thousand Dollars (\$30,000.00) in unspent prior-term funds shall reduce the net annual funding required from CITY under this Agreement from Two Hundred Thousand Dollars (\$200,000.00) to One Hundred Seventy Thousand Dollars (\$170,000.00), unless otherwise agreed in writing by the parties.

Section 5. Term. This Agreement shall be effective from July 1, 2026 and shall remain in effect until May 31, 2029.

Section 6. Reports. UCFRF shall provide CITY with an annual report, 30 days following the end of the funding year regarding the activities pursuant to this Agreement for each term under this Agreement.

Section 7. Name of Business Incubator. For the full term of this agreement and any extensions thereof, UCFRF agrees that the name of its Business Incubator shall be "UCF Business Incubator Eustis" and shall not be changed for any reason unless mutually agreed upon by both parties in writing.

Section 8. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed

in a timely manner due to a hurricane, flood, tornado, pandemic, epidemic, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 10. Assignment. This Agreement shall not be assigned by either party without prior written approval of the other.

Section 11. Public Records. UCFRF shall allow public access to all documents, papers, letters, or other materials which have been made or received by UCFRF in conjunction with this Agreement.

Section 12. Records and Audits.

(a) UCFRF shall maintain in its place of business all non-exempt books, documents, papers, and other evidence pertaining to work performed under this Agreement. Such non-exempt public records shall be and remain available at UCFRF's main campus at all reasonable times during the term of this Agreement and for five (5) years after closure of this Agreement.

(b) UCFRF agrees that CITY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of UCFRF's nonexempt books, documents, papers, and records involving transactions related to this Agreement. UCFRF agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of this Agreement, in writing and submission of a final invoice, whichever is sooner. UCFRF will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt", as used herein, means that the record is not exempt under the public records law of the State of Florida.

Section 13. Notices.

- (a) Whenever either party desires to give notice unto the other, notice may be sent to:

For CITY:

City Manager
 City of Eustis
 10 North Grove Street
 P.O. Drawer 68
 Eustis, Florida 32727-0068

With Copy to:

Economic Development Director

City of Eustis
 10 North Grove Street
P.O. Drawer68
 Eustis, Florida 32727-0068

For UCF (Business Incubator):

UCF Business Incubation Program
 University of Central Florida
 3259 Progress Drive
 Orlando, FL 32826

For UCFRF (Administrative):

Amanda Coveney
 UCF Research Foundation, Inc.
 12201 Research Parkway, Suite 501
 Orlando, Florida 32826

- (b) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt.

Section 14. Indemnity and Insurance.

- (a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and officers, employees and agents thereof while acting within the scope of their employment.

- (b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State

of Florida, nor as a waiver of sovereign immunity of either party beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) UCFRF, through UCF, shall provide necessary workers' compensation coverage and unemployment compensation for its employees. CITY understands and agrees that all employees performing under this Agreement are employees of UCF.

Section 15. Conflict of Interest.

(a) UCFRF agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with CITY or which would knowingly violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) UCFRF hereby certifies that no officer, agent or employee of the City has any material interest, as defined in Section 112.312, Florida Statutes, either directly or indirectly, in the business of UCFRF to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, UCFRF hereby agrees that monies received from CITY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or Federal agency.

Section 16. Equal Opportunity Employment.

(a) UCFRF agrees that it will not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age, or national origin and will insure that applicants and employees are treated during employment without regard to race, color, religion, sex, age; or national origin. This provision shall include, but not be limited to, the following: retention, award of contracts, employment upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) UCFRF agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

Section 17. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle the non-violating party to terminate this Agreement immediately upon delivery a written notice of termination to the violating party.

Section 18. Employee Status.

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

(b) UCFRF and UCF assume total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to UCFRF personnel or contractors working on behalf of UCFRF obligations under this Agreement and agree, to the extent required in Section 768.28, Florida Statutes, to indemnify and hold CITY harmless from any responsibility for same.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any of the activities to be performed by UCFRF, UCFRF and UCF will be acting independently, in the capacity of an independent entity and not as a joint venture, associate, employee, agent, or representative of CITY.

Section 19. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to UCFRF's interest in this project, and is not intended to nor shall benefit a third party. No third party shall have any

rights hereunder or as a result of this Agreement, or any rights to enforce any provisions of this Agreement.

Section 20. Contingent Fees/Conflicting Employment. UCFRF covenants only bona fide employees, attorneys, and consultants have been employed and retained to perform hereunder on behalf of UCFRF to solicit or secure this agreement. UCFRF warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide employee working for UCFRF or UCF any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement.

Section 21. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

Section 22. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, CITY and UCFRF, have contributed substantially and materially to the preparation hereof.

Section 23. Constitutional and Statutory Limitation on Authority of CITY. The terms and conditions of this Agreement placed upon CITY are applicable only to the extent they are within and consistent with the constitutional and statutory limitation of the authority of CITY. Specifically, the parties acknowledge that CITY is without authority to grant or pledge a security interest in any of CITY's revenue.

Section 24. Event of Default/Remedies. For purposes of the Agreement, "Event of Default" shall mean any of the following:

(a) UCFRF shall misapply or cause the misapplication of CITY funds or credits pursuant to this **Agreement**.

(b) Any representation or warranty made by UCFRF herein or in any statement, invoice, or certificate furnished to CITY in connection with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into within thirty (30) days after written notice thereof to UCFRF by CITY.

(c) UCFRF shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to UCFRF by CITY; provided, however, that CITY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(d) UCFRF fails to provide to CITY the written verification, satisfactory to CITY, of its performance obligations herein.

(e) UCFRF fails to expend funds in accordance with this Agreement.

Section 25. Termination. Either party may, by written notice, terminate this Agreement, in whole or in part, at any time, either for convenience or because of the failure of either party to fulfill the Agreement obligations. Upon receipt of such notice, UCFRF shall:

(a) immediately discontinue all services affected unless the notice directs otherwise;

and

(b) deliver to CITY all plans, studies, reports, estimates, summaries, and such other information and materials which do not have an exemption from the definition of "public record" pursuant to Section 119.011(12), Florida Statutes, as may have been accumulated by UCFRF in performing this Agreement, whether completed or in process. In no event shall such delivery include UCFRF's background intellectual property or any intellectual property developed solely by UCFRF during the performance of this project.

(c) If the termination is for the convenience of CITY, UCFRF shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination. If the termination is due to an "Event of Default" by either party, UCFRF shall be paid compensation for costs and uncancellable obligations

properly incurred through the effective date of termination.

- (d) If the termination is due to the failure of UCFRF to fulfill its Agreement obligations, CITY may take over the work and prosecute the same to completion by agreement or otherwise. UCFRF shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of UCFRF.

Such causes may include, but are not limited to, acts of God or of the public enemy, acts of CITY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of UCFRF.

- (e) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that UCFRF had not so failed, the termination shall be deemed to have been effected for the convenience of CITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (c) of this Section.

(f) The rights and remedies of the parties provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 26. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered shall be original, but all counterparts shall together constitute one and the same instrument.

Section 27. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 28. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, then such provision, term, or clause shall be null and void and shall be deemed separable from the remaining covenants of this Agreement, and shall in no way affect the validity of the remaining covenants and provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.

By: _____
AMANDA COVENEY, Assistant Director
UCF Research Foundation

Date: _____

[Signatures and attestations continued on the following page.]

ATTEST: CITY COMMISSION, CITY OF EUSTIS, FLORIDA

By: _____
CHRISTINE HALLORAN
City Clerk for the Eustis
City Commission of the
City of Eustis, Florida.

By: _____
Emily A. Lee, Mayor/Commissioner

Date: _____

For the use and reliance as authorized for execution by the City of Eustis only. Commissioners at its _____, 2026 regular meeting. Approved as to form and legal sufficiency.

City Attorney



City of Eustis

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

TO: Eustis City Commission

FROM: Rick Gierok, Interim City Manager

DATE: June 18, 2026

RE: Resolution Number 2026-58: Our El Maries Pizzeria & Sub Shoppe Commercial Lease Renewal

Introduction:

The City's current lease agreement with El Maries expires July 31, 2026. An updated agreement is being presented for your consideration.

Background:

The original three-year lease with El Maries was approved by Commission April 2, 2020. The initial rent was \$1,300, and required the business to make \$40,000 of building improvements prior to opening the Pizzeria and Sub Shoppe. The required improvements were completed. In 2023, the company exercised its option to extend the contract at the increased rent level of \$1,500 a month for an additional three years, which will end July 31, 2026.

Updated Lease:

The language in the original lease agreement has been updated to reflect changes such as insertion of current dates, deletion of the option for future extensions, deletion of the requirement for the owner to make \$40,000 in building improvements, and other technical additions and deletions that were needed.

Attachments:

Our El Maries Pizzeria & Sub Shoppe Commercial Lease

Action:

Staff recommends approval of the updated lease agreement.

Prepared By:

Al Latimer, Economic Development and CRA Director

Reviewed By:

Miranda Burrowes, Deputy City Manager

RESOLUTION NUMBER 2026-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH OUR EL MARIES PIZZERIA & SUB SHOPPE LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR CITY-OWNED PROPERTY AT 200 NORTH BAY STREET.

WHEREAS, the City of Eustis, Florida owns a 1,500 sq. ft. building at 200 North Bay Street; and

WHEREAS, Our El Maries Pizzeria & Sub Shoppe LLC has requested to renew its lease for use of the building as a restaurant; and

WHEREAS, the City finds that it is in the public interest to support commerce and positive activity in the area; and

WHEREAS, the proposed use is consistent with the City's overall development plans for the downtown and Ferran Park area in the efforts to increase lakefront activities; and

WHEREAS, the City has no other specified use of the property and building at this time; and

WHEREAS, the lease will generate gross revenue of approximately \$54,000 over three years.

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

That the City Manager is hereby authorized to execute the attached Commercial Lease Agreement with Our El Maries Pizzeria & Sub Shoppe LLC providing for a three-year lease.

DONE AND RESOLVED, this 18th day of June 2026, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 18th day of June 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-58 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

City Clerk's Office

Commercial Lease Agreement Renewal with Our El Maries Pizzeria and Sub Shoppe

This **Agreement** is made and entered into on June 18, 2026, between the City of Eustis, a Florida municipality ("Landlord"), and Our El Maries Pizzeria & Sub Shoppe LLC, a Florida Limited Liability Company ("Tenant"). Tenant has requested and Landlord has agreed to lease 200 North Bay Street and the improvements located thereon ("leased premises") under the terms and provisions hereinafter set forth:

I. Term

1.1 **Term of Lease.** Landlord leases to Tenant the above premises for a term of three (3) years commencing on August 1, 2026, and terminating on midnight July 31, 2029, or sooner as provided herein.

II. Rent

2.1 **Rent Payment** Tenant will pay to Landlord minimum base rent for the leased premises, at City of Eustis, P.O. Drawer 68, Eustis, FL 32727-0068 or such place as Landlord may designate in writing, on the first day of each month of the lease term, plus applicable sales tax.

2.2 **Base Rent.** Tenant shall pay to Landlord the Basic Rental, as hereinafter provided, in equal monthly installments of one-thousand five-hundred dollars (\$1,500), and increased amounts as hereinafter provided, in advance on the first day of each full calendar month during the term of this Lease. In addition to the Basic Rental, Tenant shall pay Landlord all applicable taxes then in force, if any, which may be imposed on rents to be received by the Landlord. All rent shall be paid in advance. The first payment shall also include any prorated Basic Rental for the period from the commencement date of this Lease to the first day of the first full calendar month in the term of this Lease. All payments due hereunder shall be made payable to Landlord at the above referenced address, unless notified otherwise in writing by Landlord.

2.3 **Security Deposit.** Tenant's existing Security Deposit in the amount of \$1,300, currently held by Landlord under the prior Lease dated August 1, 2020, shall be retained by Landlord and shall automatically carry over and continue as the Security Deposit under this Lease. Tenant shall not be required to provide an additional Security Deposit, and the existing Security Deposit shall remain subject to all terms and conditions of this lease. The Landlord, at Landlord's option, may use such security deposit to compensate for any damages under this lease.

2.4 **Net Lease.** This is a net lease in which Landlord has no responsibilities except as expressly set out in this Lease. Landlord is not responsible during the lease term for any costs, charges, expenses, and outlays of any nature arising from or relating to the premises and lease, and Tenant shall pay all charges, expenses, costs, and outlays of every nature and kind relating to the premises and lease except as expressly set out in this lease. Tenant responsibilities shall include, but are not limited to any real estate taxes, sales taxes, utility costs, and insurance.

2.5 **Late Payment Charge.** Tenant will be assessed a late payment charge equal to 5% of the monthly payment due and payable for any monthly payment received after the tenth day of

the month in which the payment is due and payable, which charge becomes immediately due and payable.

2.6 **Sales Tax.** In addition to the above rent, Tenant will pay Landlord all applicable sales taxes, if any, which may be imposed on rents to be received by the landlord.

2.7 **Proration of Rent** If Landlord delivers possession on other than the first day of the month, Tenant will occupy the leased premises under the terms of this lease and, the pro- rata portion of the monthly rent for said month will be paid upon Landlord's delivery of possession.

III. Repairs And Maintenance

3.1 **Repairs and Maintenance to the Exterior.** Landlord shall provide normal maintenance to the exterior of the leased premises, including, but not limited to, repairs to the exterior of the building of which the leased premises are a part, including but not limited to repairs to roof, exterior walls, foundations, floor construction, pipes and conduits leading to the leased premises from utility installations, sidewalks, parking areas and curbs. If landlord is required to make any repairs by reason of Tenant's negligent acts or omissions to act, landlord may add the cost of such repairs to the rent which shall thereafter become due and payable.

3.2 **Repairs and Maintenance to the Interior.** Tenant shall provide normal maintenance to the interior of the leased premises, including, but not limited to, repairs to the plumbing, electrical, air conditioning and lighting systems within the leased premises. Tenant shall at all times keep the leased premises and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the leased premises. If Landlord is required to make any repairs by reason of Tenant's negligent acts or omissions to act, landlord may add the cost of such repairs to the rent which shall thereafter become due and payable.

IV. Signs

4.1 Tenant may erect and maintain a sign only upon written approval of Landlord. Landlord shall not unreasonably withhold approval for the placing of signs. Tenant shall be responsible for obtaining and paying for all permits required for the erection of any sign. Tenant shall replace or repair all signage as necessary to maintain same in good working order. Tenant shall remove all signage at the end of the lease term and repair any damage to the premises caused by the installation and removal of the signage.

Landlord will work with Tenant to identify possible signage locations on adjacent City-owned property or right-of-way for appropriate, code-compliant signage.

V. Use Of Premises

5.1 The leased premises may be used by Tenant shall use the leased premises for restaurant, food service, take-out, catering, and related lawful incidental uses. Any material change in use shall require Landlord's prior written approval... Further, Tenant shall not violate any applicable local, county, federal or state laws, rules, regulations, and ordinances applicable to the use and occupancy of the leased premises, or restrictions recorded in the public records, as applicable.

VI. Assignment And Subletting

6.1 Without the prior written consent of Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the leased premises or any part thereof. The consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this lease.

VII. Alterations, Improvements and Liens

7.1 Tenant shall make no alterations to the building on the leased premises or the parking lot or construct any building or make other Improvements on the leased premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed or placed on the leased premises by Tenant, with the exception of movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the leased premises at the expiration or sooner termination of this lease.

7.2 Tenant has no power to do any act or acts to make or enter into any contract that may create or be the foundation for any lien, mortgage or other encumbrance on the reversion or other estate of Landlord, or of any interest of Landlord in the leased premises or in the buildings or improvements thereon without the prior written consent of Landlord. Should Tenant cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the leased premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither Landlord nor the leased premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. Tenant shall be solely and wholly liable for the cost and responsible for all such alterations, rebuilding, replacements, changes, additions, improvements and repairs caused by Tenant, and contractors, labor and material utilized therein.

If any act or omission (or alleged act or omission) of Tenant results in any construction or mechanic's or other lien, charge or order for the payment of money shall be filed against the leased premises or any building or improvement thereon, or against Landlord or any conditional bill of sale or chattel mortgage shall be filed for or affecting any equipment or any materials used in the construction or alteration of any such building or improvement (whether or not such lien, charge or order, condition, bill of sale or chattel mortgage is valid or enforceable as such), then Tenant shall at its own cost and expense cause the same to be canceled and discharged of record or bonded within thirty (30) days after the date of filing thereof. Any discharge, cancellation or bonding of any lien, encumbrance, charge or order for payment must be presented by Tenant in writing with the proper supporting documentation to Landlord. Failure to perform hereunder shall be deemed an event of default under this Lease.

VIII. Utilities And Ad Valorem Taxes

8.1 **Utility Services.** Tenant shall be responsible for arranging and paying for all utility services required on the leased premises. Tenant shall post the necessary deposits to obtain utilities service.

8.2 **Ad Valorem Taxes.** Tenant shall be responsible for and pay any and all ad valorem real property taxes and any personal property taxes assessed or levied against the leased premises and Improvements located thereon and the equipment, furnishings, inventory and other tangible personal property located therein, during the entire term of this Lease.

Landlord shall furnish to Tenant all ad valorem real property tax bills received by Landlord promptly upon Landlord's receipt of same. In addition to ad valorem real and personal property taxes, Tenant shall be solely responsible for payment of all regular and special assessments imposed by the applicable owners association and shall pay all sales or other taxes that are due on any payments made, in any form, under this Lease.

In the event any governmental authority having jurisdiction shall levy any assessments against any property comprising the leased premises for public betterments or improvements, Tenant shall also pay to Landlord as additional rent the full amount of such assessment. Landlord shall have the option to take the benefit of the provisions of any statute or ordinance allowing assessments to be paid over a period of time. Nothing herein contained shall be construed to include within the term "taxes" or "assessments" any inheritance, estate, succession, transfer, gift, franchise, corporation or income taxes that is or may be imposed upon Landlord; provided, however, that if any time prior to or during the term of this Lease the methods of taxation prevailing at the date of this Lease shall be altered so that in addition to, in lieu of, or as a substitute for the whole or any part of the taxes or assessments now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on or measured by the rents received from such real estate, or (ii) a tax or license fee imposed on Landlord that is otherwise measured or based in whole or in part on the leased premises, then the same shall be included in the taxes and assessments under this section, but only in such amounts as would be payable by Landlord if the leased premises was the only property of Landlord subject to such taxes or fees.

In addition to the rent, additional rent, and any other sums or charge provided for herein, Tenant shall pay all applicable sales, use or other tax thereon or on any other sum due under this Lease.

IX. Entry For Inspection And Repairs

9.1 Landlord shall have the right to enter the leased premises at all reasonable hours to (i) make inspections, and (ii) whenever necessary, to make repairs and alterations to the leased premises.

X. Waste, Nuisance, Or Unlawful Use

10.1 Tenant agrees that it shall not commit waste on the leased premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the leased premises to be used in an unlawful manner.

XI. Destruction Of Premises And Eminent Domain

11.1 In the event the leased premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Tenant, or if the same are taken by eminent domain, this lease shall terminate except for the purpose of enforcing rights that may have accrued hereunder.

11.2 Should only a part of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, the rent shall abate in the proportion which the injured part or portion of the leased premises bears to the whole leased premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

11.3 A condemnation award shall belong exclusively to Landlord.

XII. Waivers

12.1 A waiver by Landlord of a breach of any covenant or duty of Tenant under this lease can only be done in writing.

XIII. Notices

13.1 All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail and addressed as follows:

To Landlord: Rick Gierok, City Manager
 City of Eustis
 P.O. Box 68
 Eustis, FL 32727-0068

To Tenant: Mike Roldan
 200 North Bay Street
 Eustis, FL 32726

XIV. Default

14.1 Tenant shall have breached this lease and shall be considered in default hereunder if (i) involuntary proceedings are instituted against Tenant under any bankruptcy act, (ii) Tenant fails to pay any rent within ten (10) days from the date the rent is due, or (iii) Tenant fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days, or (v) Tenant fails to consistently maintain the business so it is open to the public or (vi) If any judgment, claim of lien or any attachment or execution against any of the leased premises for any amount, resulting from any action, inaction or omission on the part of Tenant, remains unpaid, unstayed, or undismissed for a period of more than thirty (30) days.

In the case of 14.1 (ii) and 14.1 (iii), landlord shall provide Tenant a written notice giving ten (10) days to cure the violation. Notwithstanding the foregoing, Tenant shall not be in default hereunder as long as any construction liens or other encumbrances which may be filed against the leased premises, resulting from any action, inaction or omission on the part of Tenant, are released or bonded off within 30 days of the filing of the construction lien or other encumbrance.

14.2 Should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may time to time, without terminating this lease relet the leased premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord in their sole discretion may deem advisable with a right to make alterations and repairs to the leased premises. On each such reletting (a) Tenant shall be immediately liable to pay Landlord, in addition to any indebtedness other than rent due hereunder, the expense of such reletting and for such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the leased premises for such period on such reletting; or (b) at the option of Landlord, rents received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such reletting and of such alteration and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If Tenant has been credited with any rent to be received by such reletting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new Tenant, or if such rentals received from such reletting under option (b) hereof during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Landlord shall be construed as an election on the part of Landlord to terminate this lease unless the written notice of such intention is given to Tenant or unless the written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of a competent jurisdiction.

Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach. Should Landlord at any time terminate this lease for any breach, in addition to any other remedy they may have, they may recover from Tenant all damages they may incur by reason of such breach, including the cost of recovering the leased premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

14.3 Notwithstanding the foregoing, in the event Tenant defaults under any terms of this lease, Landlord may elect on written notice to Tenant to accelerate all payments of monies due Landlord during the term of this lease, which payments will be immediately due and payable in full without further notice to Tenant.

14.4 Tenant shall be responsible for and shall pay any and all attorney's fees and cost incurred by Landlord arising out of the enforcement of this lease, whether or not litigation, which includes appeals and bankruptcy, be brought, or arising from the enforcement of any rights and remedies afforded Landlord by this lease and Florida law.

14.5 By signing this Agreement Tenant hereby agrees that upon surrender or abandonment, as defined by the Florida Statutes, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property.

XV. Entire And Binding Agreement

15.1 This lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors and assigns. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Tenant and Landlord and their respective successors and assigns, except as may be otherwise expressly provided in this lease.

XVI. Insurance

16.2 Tenant shall have insurance for the full replacement cost value of the building and all contents. Additionally, the tenant shall have at least \$1,000,000 of liability insurance. If alcohol is sold on the premises, the Tenant shall also have Liquor Liability insurance. The City shall be named as an additional insured on liability policies and as loss payee or additional insured where appropriate on property coverage. Coverage shall be primary and noncontributory, with waiver of subrogation where available.

XVII. Tenant's Acceptance Of Leased Premises

17.1 Tenant acknowledges that it is currently in possession of and familiar with the leased premises and accepts the leased premises in their present "AS IS" condition as of the Effective Date of this Lease Agreement. Landlord shall have no obligation to make any improvements, repairs, alterations, or additions to the leased premises except as expressly provided in this Lease.

17.2 Tenant further acknowledges that, except as expressly set forth in this Lease, Landlord has made no representations or warranties, express or implied, regarding the condition, suitability, or fitness of the leased premises for Tenant's intended use, and Tenant is not relying upon any representations or statements made by Landlord that are not expressly contained in this Lease.

17.3 Landlord makes no warranty of any type, either express or implied, as to the physical condition of the leased premises, including but not limited to, the roof and other structural components and improvements. Landlord has received no notice from any governmental agency as to a currently uncorrected building or safety code violation.

XVIII. Time Of The Essence

18.1 Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

XIX. Subordination Of Lease

19.1 Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of all such mortgages as may be desired by the mortgagee.

XX. Radon Gas Disclosure

20.1 Radon Gas. Radon Gas is a naturally occurring radioactive gas, that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

XXI. Severability

21.1 In the event any section of this lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.

XXII. Hold Harmless And Indemnification

22.1 Tenant shall indemnify and hold harmless Landlord from and against any loss, damage, liability, Injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, including but not limited to Tenant connected with either (i) Tenant's use, operation or condition hereafter of the leased premises, (ii) the failure of Tenant to perform any of the terms or conditions of this lease, (iii) any injury or damage occurring on or about the leased premises, (iv) failure to comply with any law, rule or regulation of any governmental authority, (v) any construction lien or security interest filed against the leased premises, or (vi) any negligent or willful act or omission by Tenant, or any of its agents, contractors, servants, employees, licensees, customers, guest or Invitee, or (vii) injury to or death of any person (including without limitation, the public) or loss or damage to any property.

XXIII. Recording

23.1 This lease shall not be recorded in any public records. Should Tenant record this lease in the public records of the county in which the leased premises is located, such action will be deemed a default under this lease.

XXIV. Environmental Impact

24.1 Tenant will not cause or permit any "Hazardous Substance" (as defined in 42 U.S.C.A. Section 9601 (14) (supp. 1990) (as amended)) to be used, stored, or generated on the leased premises, **except** for Hazardous Substances of types and quantities customarily used or found in such business lawfully conducted on the leased premises.

24.2 Tenant will not cause or permit the Release (as defined in 42 U.S.C.A. Section 601(22), as amended), of any Hazardous Substance, contaminant, pollutant, or petroleum in, on, or under the leased premises or into any ditch, conduit, stream, storm, sewer, or sanitary sewer connected thereto or located thereon the leased premises.

24.3 Tenant will full and timely comply with all applicable federal, state and local statutes and regulations relating to protection of the environment, including, without limitation, 42 U.S.C.A. Sections 6991-6991i, as amended.

24.4 Tenant will Indemnify and hold harmless Landlord from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation costs arising from contamination of the leased premises or release of any Hazardous Substance, pollutant, contaminant or petroleum In, on, or under leased

premises which are caused by or as result of the use of the leased premises by Tenant. Tenant will indemnify and hold Landlord harmless from and against any and all loss of rentals or decrease in property values arising from Tenant's breach of this provision, provided that no liability will arise under this sentence if Tenant completes any required cleanup, removal, and remedial action after termination of this lease. The terms of this section and the obligation of the parties hereunder will survive the expiration and termination of this lease.

XXV. Miscellaneous

25.1 Submission of this lease to Tenant does not constitute an offer, and this lease becomes effective only upon execution and delivery of the lease by both Landlord and Tenant and until such time as any deposit and advance rent paid by Tenant to Landlord in connection with this lease has been cleared by Tenant's bank.

25.2 Governmental penalties, fines or damages imposed on any portion of the leased premises as a result of the activities of Tenant, its employees, agents or invitees shall be paid by Tenant within three (3) days of the earlier of the governmental notice to Tenant or Landlord's notice to Tenant. If Tenant fails to pay as required in this section, in addition to all other remedies provided by this Lease, Landlord may pay the sums owed or challenge such administratively or judicially, and Tenant shall pay all sums owed and all of Landlord's costs plus a five percent (5%) administrative fee to Landlord upon demand, as additional rent;

25.3 Landlord makes no express or implied representations, covenants, promises, or warranties that the leased premises are suitable for Tenants proposed use or that Landlord or Tenant will be able to obtain applicable municipal or local governmental approvals, variance or zoning necessary to perform any construction or conduct Tenant's business as specified herein.

25.4 No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent stipulated in the Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in the lease or by law.

In Witness Whereof, the parties have executed this lease as of the day and year first above written.

Landlord: CITY OF EUSTIS

By: _____

Print Name: Rick Gierok
Position: City Manager

Attest:

Christine Halloran
Eustis City Clerk

Tenant: OUR EL MARIES PIZZERIA & SUB SHOPPE, LLC

By: _____

Print Name: Mike Roldan
Position: Authorized Officer

Witness

Print Name



City of Eustis

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

TO: Eustis City Commission
FROM: Rick Gierok, Interim City Manager
DATE: June 18, 2026
RE: Discussion of Meeting Minutes

Introduction:

City Commission will discuss the preparation of meeting minutes.

Background:

The City Clerk's Office is responsible for preparing and maintaining the official record of meetings conducted by the City Commission as required by Florida law and the City of Eustis Commission Rules of Order. Historically, meeting minutes have been prepared in a detailed summary format often resembling transcript-style minutes. Periodically, questions arise regarding the level of detail that should be included in meeting minutes. While audio and video recordings are typically accessible for City Commission and public review, the official minutes serve as a concise written record of the meeting's actions rather than a verbatim transcript of discussions.

Recommended Action:

The recommendation is to prepare and maintain meeting minutes in a brief summary format that documents the essential proceedings of the meeting, including attendance, motions, votes, public hearings, directives and official actions taken by the governing body. This format accurately reflects the actions taken by the governing body and complies with applicable legal requirements and aligns with the City Commission Rules of Order per Section 15 Minutes and Documents: "(a) Minutes of all regular and special meetings shall be electronically recorded. Such minutes shall be maintained in the office of the City Clerk. The minutes shall reflect: ... (3) A general description of all matters proposed, discussed or decided; and (4) Record of any votes taken."

Note that per the Rules of Order, "A Commission Member may request, through the Presiding Officer, the privilege of having his or her comments or written statement entered into the minutes concerning any matter pending before the Commission."

The recommended action would improve efficiency in preparation, review, and approval of meeting minutes providing consistency with the practice followed by many Florida municipalities, where minutes summarize proceedings rather than provide a word-for-word account of discussions. The availability of audio and video recordings, where applicable, and retention of the agenda packets provide additional context regarding discussions and deliberations. The minutes would not serve as a transcript

and would not attempt to capture every comment or discussion made during the meeting.

Policy Implications:

Adoption of a brief summary minutes format will provide consistency with the Commission's Rules of Order by ensuring that the official minutes focus on recording actions taken by the Commission, including motions, votes, directives, and other official proceedings. The proposed format establishes a standardized approach to minutes preparation, promotes consistency from meeting to meeting, and supports the efficient administration of Commission records while maintaining an accurate and legally sufficient record to document Commission actions. This format promotes efficiency, uniformity, clarity, and consistency in the preparation and approval of meeting minutes.

Alternatives:

Please see attached Minutes Options Report.

- Option 1: Action Minutes
- Option 2: Brief Summary Minutes (Recommended)
- Option 3: Detailed Summary Minutes
- Option 4: Transcript-Style Minutes
- Option 5: Verbatim Minutes

Budget/Staff Impact:

The use of brief summary format for minutes supports efficient use of staff resources and minimizes administrative and financial costs associated with preparing extensive detailed summary narrative, transcript-style minutes, or verbatim minutes.

The option of utilizing a transcription and minute preparation service for transcription-style or verbatim minutes would reduce the amount of staff time dedicated to preparing meeting minutes, allowing City Clerk staff to focus on other core responsibilities and statutory duties and would have a budgetary impact depending on the service selected.

Prepared by:

Christine Halloran, City Clerk
Anna Rottermond, Deputy City Clerk

Reviewed by:

Miranda Burrowes, Deputy City Manager

Attachment(s):

City Commission Meeting Minutes Options and Operational Considerations Report

City Commission Meeting Minutes Options and Operational Considerations

This report details various approaches to preparing City Commission meeting minutes and identifies a balanced method that promotes transparency, accuracy, efficiency, and compliance with Florida public records and open meetings requirements. Meeting minutes serve as the official record of actions taken by the governing body.

1. Action Minutes
2. Brief Summary Minutes
3. Detailed Summary Minutes
4. Transcript-Style Minutes

Option 1 – Action Minutes: Action minutes contain only the essential procedural information and official actions taken by the Commission. Discussion summaries are minimal or omitted entirely. These minutes generally include:

- Date, time, and location of meeting
- Attendance
- Motions and seconds, Vote results
- Ordinances/resolutions considered
- Final actions taken
- Adjournment time

Advantages: Most efficient, reduces staff workload significantly, easier to review and approve, limits risk of disputes over wording or interpretation, focuses on official actions rather than debate.

Disadvantages: Provides minimal historical context and limited transparency of Commission discussion, public may not understand rationale behind decisions, difficult for future staff or commissioners to determine direction given during discussion, greater reliance on audio and video recordings for context.

Option 2 – Brief Summary Minutes (*Recommended Option*): Brief summary minutes include official actions plus concise not comprehensive summaries of major discussion points and directives. These minutes typically include:

- Speaker identification
- Main discussion topics
- Key concerns raised
- Important staff direction
- Vote results
- Major public comments summarized briefly

Advantages: Provides meaningful context while remaining manageable, captures important directives to staff, improves public understanding of decisions, more efficient to prepare, less risk of appearing verbatim or creating transcript disputes.

Disadvantages: Some discussion nuance may still be omitted, requires judgment regarding what should be summarized, potential disagreements regarding adequacy of summaries, increased staff time than action-only minutes.

Option 3 – Detailed Summary Minutes

Detailed summary minutes provide a comprehensive summary of discussions while remaining short of a verbatim transcript creating a robust historical record while avoiding exact transcription. These minutes often include:

- Speaker names and detailed summaries of comments with major questions/responses
- Staff presentations and public comments summarized
- Specific directives to staff
- Motions and vote breakdowns

Advantages: Strong transparency and historical documentation, clearly captures Commission intent and directives, reduces need to review video/audio recordings, useful for controversial or complex policy matters.

Disadvantages: More labor-intensive and higher administrative costs, increased risk of disputes over wording or characterization, can unintentionally resemble a transcript, greater legal exposure if summaries are perceived as inaccurate.

Option 4 – Transcript-Style Minutes

Transcript-style minutes attempt to capture discussions nearly verbatim. These may be prepared through court reporters, transcription software, or detailed manual transcription. These minutes can include:

- Nearly all statements made with extensive public comments
- Detailed debate, including interruptions and exchanges
- Exact wording of discussions

Advantages: Most complete record possible with maximum transparency, useful in litigation-sensitive matters, minimal ambiguity regarding statements made, strong historical preservation.

Disadvantages: Most labor-intensive option, difficult to review and approve, creates substantial administrative burden, increases legal risk, minor comments may be scrutinized out of context, can discourage candid discussion, often duplicative where video recordings exist, not typically necessary for ordinary municipal operations.

Operational Considerations

Video and Audio Recordings: Rely on video and audio recordings to supplement. Video archives retained.

Florida Law Considerations: Florida law generally requires minutes to reflect official actions taken but does not mandate verbatim transcripts for ordinary public meetings. Discretion regarding the level of detail included, provided the minutes reasonably document the proceedings and official actions.

Staff Workload: The level of detail for minutes directly impacts preparation and editing time, approval timelines, server storage and records management, and meeting backlog risk

Consistency: Format selected should be applied consistently across City of Eustis meetings to maintain fairness, predictability, and administrative efficiency.

REFERENCE:**City Commission Rules of Order - Adopted via Resolution 25-105 on 12/9/2025****15. Minutes and Documents.**

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

- (1) The date, time and place of the meeting or session;
- (2) The members recorded as either present or absent;
- (3) A general description of all matters proposed, discussed or decided; and
- (4) Record of any votes taken.

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

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

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

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

Recommended Approach: Brief Summary Minutes as Preferred Format to provide the most effective balance between transparency, accuracy, efficiency, and administrative practicality documenting official actions, major discussion points, and important directives without creating the burdens and risks associated with detailed summary or transcript-style minutes. Meeting audio and videos are available. Minutes should function as an accurate and accessible summary of the meeting's actions and significant outcomes while preserving staff resources and minimizing disputes over wording.

1. Focuses on the Purpose of Minutes: The primary purpose of meeting minutes is to create an official record of the actions taken by the governing body providing enough context for readers to understand the basis of those actions. This provides meaningful information without attempting to recreate the entire meeting.

A well-prepared brief summary minutes can answer the key questions:

- What issue was discussed?
- What were the major concerns raised?
- What direction was provided to staff?
- What action was taken?
- How did the Commission vote?

2. Minutes intended to show Actions and Directives: Provide Motions, seconds, vote results, final decisions with clear instructions provided to staff, and follow-up actions requested by the Commission.

3. Reduces Legal Risk: Detailed summaries often require staff to characterize discussions and summarize individual viewpoints creating opportunities for disputes regarding accuracy, context, intent, and emphasis. Focus on actions taken, major discussion, staff direction and voting for an objective and defensible official record.

4. Preserves Staff Resources and Improves Efficiency and Timeliness: Detailed summary and transcript-style minutes often require: extensive drafting, multiple reviews, significant editing, and lengthy approval processes. Brief summary minutes can be prepared more quickly and consistently, ensuring the public receives timely access.

5. Agenda Items - Better Captures Decisions Than Detailed Narratives: Highly detailed minutes can sometimes obscure the most important information and not emphasize the information that matters reducing unnecessary detail. When minutes become lengthy, readers may struggle to identify key decisions, staff directives, consensus points, and final outcomes. Includes a brief summary of the topic discussed, major concerns or issues raised, significant staff direction, and summary of public comments (when applicable).

6. Reduces Issues During Approval: One of the most common challenges with detailed minutes is disagreement over wording. Commissioners, staff members, applicants, and members of the public may disagree about whether a detailed summary accurately reflects what was said. The more detail included, the greater the likelihood of: requested edits, lengthy approval discussions, delayed adoption, and conflicts over interpretation. Focus on major points and actions, reducing the need for line-by-line debates during approval.

7. Maintains Transparency Without Creating a Transcript: The public generally wants to understand what occurred and why decisions were made. Video and audio recorded and publicly available for review promoting transparency while avoiding unnecessary duplication of information. Eustis maintains video and audio recordings, and agenda packets with staff reports and supporting documentation.

City Commission Rules of Order

1. City Commission Meetings.

- (a) The regular meetings of the City Commission shall be held at least once each month of the year at the hour of 6:00 p.m. Any regular meeting falling upon a legal holiday or other date in which a majority of the Commission does not wish to hold a meeting shall be cancelled. As stated in the Charter, the City Commission will not meet less frequently than once each month. A scheduled of meetings shall be adopted annually at the organizational meeting in January for the upcoming calendar year shall be adopted annually at a regular meeting held in December. The City Manager, assisted by the City Clerk, is responsible for preparing the agendas and the respective ordinances, resolutions, and reports for each meeting.
- (b) The goal of the City Commission is to complete regular business meetings within two hours. In the event a meeting approaches the two hour goal, the Mayor shall confirm the Commission’s desire to continue the meeting beyond two hours. The Commission may elect to end the meeting by majority vote and, in that event, the remaining agenda items would then be placed on the next regularly scheduled business meeting agenda unless the Commission directs otherwise.

2. Special Meetings and Notice.

- (a) Special meetings may be called by the Mayor or City Manager provided that at least forty-eight (48) hours written notice be given to the City Manager and City Clerk. The notice shall specify the date, time and place of the special meeting and the business to be transacted. No other business, other than as recited in the notice, shall be transacted at such special meeting.
- (b) The City Clerk shall be responsible for causing the notice to be delivered to each individual Commission Member at least twenty-four (24) hours prior to the meeting, and to give notice in compliance with state and local requirements.

3. Emergency Meetings.

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

4. Workshops.

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

workshops, but non-binding “straw polls” may be used to express the intentions of the Commission.

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

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

5. Quorum.

- (a) A quorum for the transaction of business shall consist of three (3) Commission members.
- (b) If no quorum is present the meeting shall be adjourned and all agenda items will be added to the agenda of the next scheduled meeting.

6. Cancellation of Meeting.

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

7. Closed Meetings or Sessions.

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

8. Presiding Officers.

- (a) Whenever the term "Presiding Officer" is used, it shall mean the Mayor, and if the Mayor is absent, it shall apply equally to the Vice-Mayor, and if the Vice-Mayor is also absent, to the temporary presiding officer elected pursuant to this section. For quasi-judicial matters, the City Attorney may serve as the Presiding Officer upon request.
- (b) The Mayor shall preside at all meetings of the Commission.
- (c) During the absence of the Mayor, the Vice-Mayor shall preside at the meetings and study sessions.
- (d) In the absence of the Mayor and the Vice-Mayor, the City Clerk shall call the Commission to order, whereupon a temporary meeting presiding officer shall be elected by the majority vote of Commission Members present as their first order of business. Upon the arrival of the Mayor or the Vice-Mayor, the temporary presiding officer shall relinquish the chair at the conclusion of the item of business then before the Commission.

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

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

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

9. Decorum of Members.

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

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

- (a) In order to facilitate the orderly conduct of business, staff shall prepare an agenda for each Commission meeting. An "agenda" shall consist of an agenda summary sheet listing items to be considered at a meeting.
- (b) Subject to these rules, items of business may be placed on a regular meeting agenda by any Commissioner, the City Manager or the City Attorney. Except as provided in Section 3, Emergency Meetings, staff shall not change the agenda after 5:00 p.m. on the Friday before the Commission meeting; however, supplemental information may be added as necessary.
- (c) When a Commission Member wishes to place an item on the regular meeting agenda, the item shall be presented to the City Manager's office no later than 10 days preceding the Commission meeting so that the information may be included as part of the regular agenda which will be distributed to the members preceding the meeting.

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

- (d) Any agenda item which has been noticed to the public can only be removed from the agenda with the approval of the City Commission. If the Commission agrees to remove an item from the agenda, the Presiding Officer shall first give the public an opportunity to speak on the item.
- (e) No item shall be placed on an agenda which is substantially similar to an item voted upon by the Commission within the last nine months unless three or more Commissioners agree. During other business at a regular Commission meeting, the Commission shall discuss and vote on whether such an agenda item should be formally reconsidered by the Commission on a future agenda.

11. Order of Business.

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

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

12. Public Request to Address Commission.

- (a) It is the policy of the Commission to permit and encourage input and comments by members of the public on all matters which may come before the Commission for action other than those items strictly of ministerial nature such as approval of minutes and issuance of ceremonial proclamations. Input and comments by the public can be made during the Audience Participation segment of the meeting or on specific items on the meeting agenda. While input and comments by the public are encouraged, the Commissioners shall not engage in debate with members of the public. Clarifying questions by a Commissioner regarding comments or input by a member of the public are permitted after being acknowledged and given the floor by the Mayor. The presiding officer may limit public comment to three minutes per person.
- (b) No person shall address the Commission without first securing the recognition of the Mayor or Presiding Officer by requesting permission to speak. The normal time allowed for individual comments shall be three minutes, but may be extended by the Presiding

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

- (c) Each person desiring to address the Commission shall approach the podium, state his or her name for the record, state the subject, state whom he or she is representing if he or she represents an organization or other persons, and complete their remarks within the normal time limitation unless further time is granted by the Presiding Officer. All remarks shall be addressed to the Commission as a whole and not to any member thereof. Questions asked of Commission Members or City staff shall be rhetorical in nature and not directed to individuals. The Presiding Officer shall ensure that public input and comments are related directly to the agenda item then under discussion. Comments and input during the Audience Participation segment may be on any topic.
- d) Organized groups of individuals may be directed by the Presiding Officer to select a single spokesman to address the Commission on behalf of the group or organization.
- (e) Exemptions from public input
The following are situations which are exempt from the public input requirement:
 - 1) Emergency situations affecting the public health, welfare or safety if compliance with the speaking requirements would cause an unreasonable delay in the Commission's ability to act;
 - 2) When the Commission is acting in a quasi-judicial capacity with respect to the rights or interests of a person at which time the statutory rules for quasi-judicial proceedings shall apply;
 - 3) At any meeting of the Commission which is exempt from the Sunshine or Open Meetings Law (FSS 286.011)

13. Voting.

- (a) When the Clerk has commenced to call roll of the Commission for the taking of a vote, all debate on the question before the Commission shall be deemed concluded. During the taking of the vote a member shall be permitted to briefly explain his or her vote and shall respond to the calling of his or her name by the Clerk by answering "Aye" or "Nay" as the case may be.
- (b) The Clerk shall call the roll alphabetically by last name on a rotating basis so that every Commission Member shall have the opportunity to speak first on an issue at one time or another, provided the Presiding Officer shall always be the last to voice his or her vote. The list shall be rotated at each regular meeting of the Commission.
- (c) Unless otherwise specified by these rules, all ordinances, resolutions or motions shall be passed by the affirmative vote of no less than a majority of Commission Members present.
- (d) A roll call vote shall be required for the following:

- (1) All resolutions.
 - (2) All ordinances.
 - (3) All motions to create an office or a position of employment or to spend any money.
- (e) The Presiding Officer may utilize a voice vote for the approval of minutes or other matters where a roll call vote is not required by law; provided, however, that a roll call vote shall be taken upon the timely request of any Commission Member.
 - (f) A vote lacking the required number of affirmative votes shall constitute defeat of a Motion.
 - (g) A Commission Member may change his or her vote only if a timely request to do so is made prior to the announcement of the vote by the Presiding Officer.
 - (h) Unless otherwise provided for by statute, if a Commission Member present has reason to think a conflict of interest may exist on a particular matter, he or she shall, after consultation with the City Attorney, so state the nature of his or her disqualification in the open Commission meeting. A Commission Member who so announces a conflict of interest in any matter may remain seated during the debate or may leave. However, he or she shall not vote or otherwise participate on such matter. A Commission Member stating such disqualification shall not be counted as a part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter. The City Clerk and City Attorney shall assist the disqualified Commissioner in filing the necessary documentation (Form 8B – Memorandum of Voting Conflict) which will then be incorporated into the official minutes of the meeting.
 - (i) Where lack of a quorum occurs during the course of a convened meeting resulting from the temporary absence of a Commission Member, the minutes shall be so noted, and the matter under consideration shall be considered as having been postponed until the next regular meeting. The meeting may continue after the postponement has been announced by the Presiding Officer and the member breaking the quorum has resumed his or her presence, otherwise the Presiding Officer shall declare the meeting adjourned after such announcement.
 - (j) The Presiding Officer should announce the vote upon every matter upon which a vote is taken.
 - (k) On workshops and other matters not requiring a vote, the Commission may take a straw poll of matters not requiring a vote to provide staff with clear direction on what the majority of the Commission desires for future action by staff.

14. General Procedures.

- (a) At the commencement of each meeting, the mayor may, in the mayor's discretion, make any of the following announcements when the mayor calls the meeting to order:
 - (1) Please turn off all cell phones;

- (2) If you are commenting this evening, please fill out a card with your contact information which the City Clerk can provide to you;
- (3) Should there be any comments, please approach the podium, state your name, whether or not you are a City resident, and direct your comments to the Commission (not individual commissioners or other members of the public); and/or,
- (4) Observe general rules of decorum and civility (speak one at time, avoid personal attacks, avoid profanity and shouting, speak only to the issue at hand).

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

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

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

15. Minutes and Documents.

- (a) Minutes of all regular and special meetings shall be electronically recorded. Such minutes shall be maintained in the office of the City Clerk. The minutes shall reflect:
 - (1) The date, time and place of the meeting or session;
 - (2) The members recorded as either present or absent;
 - (3) A general description of all matters proposed, discussed or decided; and
 - (4) Record of any votes taken.
- (b) A Commission Member may request, through the Presiding Officer, the privilege of having his or her comments or written statement entered into the minutes concerning any matter pending before the Commission.

- (c) Such minutes may be revised at any time by the Clerk to correct spelling, numbering and other such technical defects. Prior to approval, any member may, through the Presiding Officer, request amending or correcting the minutes. If objection is made by any Commission Member to such amendment or correction, a majority vote of the Commission shall be necessary for adoption of the correction or amendment.
- (d) The City Clerk’s office is not required to prepare verbatim transcripts or parts of any minutes of City Commission meetings unless the City Commission, by majority vote, directs verbatim transcripts for any parts of any minutes it deems necessary and proper for conduct of internal affairs of the City or when required for closed meetings.
- (e) The Mayor shall sign all ordinances, resolutions and other documents requiring his or her signature. If the Mayor is unavailable to do so, the Vice-Mayor shall be permitted to sign all ordinances, resolutions and other documents requiring the Mayor’s signature in his or her absence.

16. Failure to observe procedures.

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

17. Disruption of Meetings.

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

18. Amendment of Rules.

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

19. Commission Policies.

- a) The Commission may from time to time consider the adoption of certain written guidelines to provide policy guidance to City staff.
- b) The Commission shall approve such policy guidelines by resolution.
- c) Such guidelines shall constitute general guidance to the City staff and shall not have the force and effect of law, but shall serve as a statement of desired outcome in a particular area or situation.
- d) The members of the City staff charged with implementation or monitoring of a policy once adopted, and in any event the City Manager, shall endeavor to function in accordance with the written guidelines unless circumstances otherwise dictate.

- e) In the event the member of the City staff charged with implementation or monitoring of a policy determines that the policy is no longer feasible or desirable, either in whole or in part, such member shall bring the matter to the attention of the City Manager, who shall make recommendations to the City Commission regarding the matter.
- f) Written policies, once adopted by the City Commission, shall remain in force until rescinded by resolution of the City Commission.

20. Filling of commission vacancies

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

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