



AGENDA

City Commission Meeting

6:00 PM – Thursday, January 22, 2026 – City Hall

Invocation: Moment of Silence

Pledge of Allegiance: Vice Mayor Gary Ashcraft

Call to Order

Acknowledge of Quorum and Proper Notice

1. Agenda Update

2. Approval of Minutes

[2.1](#) January 8, 2026 City Commission Meeting

3. Presentations

[3.1](#) Carver Park Master Plan

4. Appointments

[4.1](#) Lake County Library Advisory Board

5. Audience to be Heard

6. Consent Agenda

[6.1](#) Resolution Number 26-06: Amending the FY2025/26 Adopted Budget for the General Fund for Duke Energy Donation

[6.2](#) Resolution Number 26-08: Approving a Purchase in Excess of \$100,000 for a Public Works Dump Truck

[6.3](#) Resolution Number 26-09: Amending the FY2025/26 Adopted Budget for the Library Impact Fees Fund to increase the Library's eBook Collection

[6.4](#) Resolution Number 26-10: Acceptance of FY 2025-2026 FDOT State Funded Grant Agreement (SFGA) for the Rosenwald Gardens Roadway and Stormwater Project

[6.5](#) Resolution Number 26-11: Approval of Purchase of Pumper Truck

[6.6](#) Resolution Number 26-12: Authorizing Acceptance of Fiscal Year 2025-2026 FDOT State Funded Grant Agreement (SFGA) for the Northshore Bridge and Culvert Engineering Project

7. Ordinances, Public Hearings, & Quasi Judicial Hearings

[7.1](#) Resolution Number 26-04: Budget Amendment for FY2025/26 for Carry-over of FY2024/25 unencumbered budgeted funds for various Capital Projects and Consulting Services

[7.2](#) Resolution Number 26-13: Approval of a Memorandum of Understanding (MOU) with Habitat for Humanity of Lake-Sumter, Florida, Inc. for the City of Eustis Home Repair Program

7.3 Explanation of Ordinances for Annexation of Parcel with Alternate Key Number 1213835

Ordinance Number 25-34: Voluntary Annexation

Ordinance Number 25-35: Comprehensive Plan Amendment

Ordinance Number 25-36: Design District Assignment

SECOND READING

Ordinance Number 25-34: Voluntary Annexation of Parcel with Alternate Key Number 1213835

7.4 SECOND READING

Ordinance Number 25-35: Comprehensive Plan Amendment for Alternate Key 1213835

7.5 SECOND READING

Ordinance Number 25-36: Design District Assignment for Alternate Key 1213835

7.6 SECOND READING

Ordinance Number 26-01: Second Reading / Adoption of Development Agreement – Grand Island Crossings

7.7 Explanation of Ordinance Numbers 26-02, 26-03, and 26-04

Ordinance Number 26-02: Voluntary Annexation

Ordinance Number 26-03: Comprehensive Plan Amendment

Ordinance Number 26-04: Design District Assignment

FIRST READING

Ordinance Number 26-02: Voluntary Annexation of Parcel with Alternate Key Number 1197309

7.8 FIRST READING

Ordinance Number 26-03: Comprehensive Plan Amendment for Alternate Key 1197309

7.9 FIRST READING

Ordinance Number 26-04: Design District Assignment for Alternate Key 1197309

8. Other Business

8.1 Discussion on Agenda Process

8.2 Discussion on Interim City Manager

9. Future Agenda Items and Comments

9.1 City Commission

9.2 City Manager

9.3 City Attorney

9.4 Mayor

10. Adjournment

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

you make every attempt to attend the meeting. This Agenda is provided only as a courtesy, and such provision in no way infers or conveys that the Agenda appearing here is, or will be the Agenda considered at the meeting.

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



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 22, 2026

RE: Approval of Minutes

January 8, 2026 City Commission Meeting [TO BE UPLOADED]

Introduction:

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

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary C. Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Meeting

6:00 PM – Thursday, January 08, 2026 – City Hall

Invocation: Deacon Jim Shelley, St. Mary of the Lakes Catholic Church

Pledge of Allegiance: Commissioner George Asbate

Call to Order: 6:02 p.m.

Acknowledge of Quorum and Proper Notice

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

1. **Agenda Update: None**
2. **Election of Mayor and Vice Mayor**

2.1 Appointment of City Clerk as Temporary Chairman for Election of Mayor and Vice Mayor

Mayor Hawkins read a prepared statement thanking his family and staff members for their support, and providing an overview of the year's activities and accomplishments.

Mayor Hawkins turned the meeting over to Deputy City Clerk Mary Montez.

2.2 Election of Mayor

Ms. Montez explained the process to be used for the election of Mayor. She then opened the floor to nominations for Mayor.

The following nominations were put forth as follows:

Willie Hawkins was nominated by Willie Hawkins

Emily Lee was nominated by Michael Holland

There being no further nominations forthcoming, Ms. Montez asked for a motion to close the nominations.

Michael Holland moved to close the floor to nominations. Seconded by Emily Lee. Motion passed unanimously.

On a roll call vote, the nomination of Willie Hawkins for Mayor failed on the following vote:

Voting Yea: Willie Hawkins, Emily Lee

Voting Nay: George Asbate, Gary Ashcraft, Michael Holland

On a roll call vote, the nomination of Emily Lee for Mayor passed on the following vote:

Voting Yea: George Asbate, Gary Ashcraft, Michael Holland, Emily Lee

Voting Nay: Willie Hawkins

Mayor Emily Lee thanked the rest of the Commission for their support and cited the need for the Commission to work together as a team for the good of the City.

2.3 Election of Vice Mayor

Mayor Lee opened the floor to nominations for Vice Mayor.

The following nominations were made for Vice Mayor:

Michael Holland was nominated by Willie Hawkins

Gary Ashcraft was nominated by George Asbate

There being no further nominations forthcoming, Mayor Lee asked for a motion to close the nominations.

Willie Hawkins moved to close the nominations. Seconded by Gary Ashcraft.

The motion passed unanimously.

The nomination of Michael Holland for Vice Mayor failed on the following vote:

Voting Yea: Willie Hawkins, Michael Holland

Voting Nay: George Asbate, Gary Ashcraft, Emily Lee

The nomination of Gary Ashcraft for Vice Mayor passed on the following vote:

Voting Yea: George Asbate, Gary Ashcraft, Emily Lee

Noting Nay: Willie Hawkins, Michael Holland

Ms. Montez announced Gary Ashcraft as Vice Mayor.

RECESS: 6:19 p.m. RECONVENE: 6:27 p.m.

3. Approval of Minutes

Minutes of Regular Commission Meeting of November 20, 2025

Motion made by Vice Mayor Ashcraft, Seconded by Commissioner Hawkins, to approve the Minutes. Motion passed on the following vote:

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

4. Presentations

4.1 Presentation of Library Excellence Award

Ann Ivey, Library Director, introduced Faith Dunaway as the recipient of the second annual Library Excellence Award. She commented on everything that she has done for the library and noted that it was her co-workers that nominated her for the award.

5. Audience to be Heard

Gail Isaac Thomas congratulated Mayor Lee and Vice Mayor Ashcraft on their election to those seats. She announced that January 18th would be the "So Funny Sunday" comedy show at the Hideaway Performing Arts Theater.

Darius Kerrison also expressed congratulations. He noted the location for the comedy show would be at the performing arts center in the old Big Lots shopping center.

Harold Kelly addressed the Commission regarding the upcoming MLK Breakfast on January 17th. He commented on the 2025 event and noted the breakfast would be held at the Tavares

Civic Center. He announced that an ecumenical service would be held on January 18th at the Union Congregational Church and on the 19th would be a continental breakfast and the Unity Walk from Palmetto Plaza to Ferran Park.

Daniel DiVenanzo commented on Commissioner Holland's family's involvement in the community for four generations. He addressed the Commission about the need to encourage youth to stay in the community. He thanked the Eustis Police Department for their efforts to work with the homeless community and the reduction in the number of people sleeping behind his building. He commented on all the City has to offer. He announced he would be meeting with Lake County regarding installing a sidewalk on Lakeshore Drive.

6. Consent Agenda

6.1 Resolution Number 26-02: Acceptance of FDOT Grant for Purchase of Speed Radar Trailer

6.2 Resolution Number 26-03: Amending the FY2025/26 adopted Budget for the Governmental Grants Fund (018) to recognize award of FY2025/26 Florida Department of Transportation Grant

6.3 Resolution Number 26-05: Budget Amendment to FY2025/26 for Spring Ridge Repairs for Culvert Failure from October 26, 2025 Flood Event

Motion made by Commissioner Holland, Seconded by Commissioner Hawkins, to approve the Consent Agenda. Motion passed on the following vote:

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

7. Ordinances, Public Hearings, & Quasi Judicial Hearings

7.1 Resolution Number 26-01: Appointing Commissioners to Boards and Committees

Sasha Garcia, City Attorney, read Resolution Number 26-01 by title: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, to appoint Liaisons, Directors or Members and Alternate Directors or Members to various committees and boards of directors to ensure that the City's interests, as expressed through the City Commission, are represented on these various committees and boards.

The Commission discussed who wanted to be appointed to each board or agency with the following appointments agreed upon: America in Bloom - Emily Lee; Audit Committee - Emily Lee; Lake Community Action Agency - Willie Hawkins; Lake County Educational Concurrency Review Committee - Willie Hawkins as appointee and Gary Ashcraft as Alternate; Lake County League of Cities - Michael Holland with Willie Hawkins as Alternate; Lake-Sumter MPO Governing Board - Gary Ashcraft with George Asbate as Alternate; Lake Eustis Area Chamber of Commerce Board as non-voting ex-officio member - Miranda Burrowes; and Open Door liaison - Gary Ashcraft.

Attorney Garcia opened the public hearing at 6:47 p.m. There being no public comment, the hearing was closed at 6:47 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Hawkins, to approve Resolution Number 26-01 with the appointments as discussed. Motion passed on the following vote:

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

8. Future Agenda Items and Comments

8.1 City Commission

Commissioner Hawkins congratulated Mayor Lee on her election as Mayor. He asked Chief Capri to discuss the Police Athletic League. He thanked Chief Capri for his efforts in establishing the league.

Chief Capri commented on the program, noted they would be working with the Recreation Department, and indicated there are some private donations they may be receiving. He indicated he would be putting in the bid for the State PAL tournament to be held in November. He commented on a recent event they held at the high school.

Commissioner Holland expressed congratulations to Vice Mayor Ashcraft and Mayor Lee and stated he is looking forward to a new year.

Vice Mayor Ashcraft congratulated Mayor Lee on her election.

Commissioner Asbate commented on the passing of Greg Sizer and another community member. He noted that Mayor Hawkins presented a proclamation to Greg's wife and indicated that Mr. Sizer was one of the founders of One Million Cups. He congratulated the Mayor and Vice Mayor and thanked Commissioner Hawkins for his service as Mayor and to the community.

8.2 City Manager

Mr. Carrino noted that the next meeting would be January 22nd with a workshop with Dr. Levey at 1:30 p.m. on January 29th. He stated staff is doing research on an executive search firm. He indicated they may be able to piggyback off an existing contract. He stated they are currently looking at a specific firm, checking references and looking at their prior contracts. He commented on how the Commission will need to work with the company to develop an appropriate profile. He stated his hope to get the recommendation to the Commissioners the next day. He noted he would not be able to attend the Martin Luther King recognition events.

Commissioner Asbate asked how they would proceed with Mr. Carrino explaining the cost will be below \$100,000 so it could be a staff driven process to do the consultant selection. He explained that they could move forward very quickly using the piggyback process. He stated the company they are looking at currently has a contract for \$31,000 with another municipality for an executive search. He indicated they could be under contract within the next week or two.

Mr. Carrino stated that the company has indicated that it will take a few weeks to put together the marketing materials and then it will take approximately 12 weeks for the rest of the process. He further explained how the process would proceed if they didn't find an appropriate candidate in the first round.

Mayor Lee asked about the piggybacking with Mr. Carrino explaining they would only be piggybacking the contract. All of the marketing materials would be unique to Eustis. They would not be getting someone else's materials just the process and the basic contract.

8.3 City Attorney

Attorney Garcia congratulated the new Mayor and Vice Mayor and commented on looking forward to the new year and working with the Commission.

8.4 Mayor

Mayor Lee reported on the Eustis in Bloom meeting with the Methodist Church. She stated their grassy area will become a park with a fountain as well as a community garden. She commented on how it will beautify the entrance to the City. She announced they are working on a project for Valentine's Day encouraging students to exchange Valentine's cards with local senior citizens. She encouraged the public to provide names of seniors that would appreciate that. She stated she is looking forward to working with everyone. She expressed concern about the negative comments made by a member of the audience following the election of Mayor.

9. Adjournment: 7:04 p.m.

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

CHRISTINE HALLORAN
City Clerk

EMILY A. LEE
Mayor/Commissioner



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 22, 2026

RE: Carver Park Master Plan

Introduction:

Presentation of the Carver Park Master Plan, prepared by Ray Lopez and Scott Mingonet of Kimley-Horn

Background:

Kimley-Horn was selected to prepare a Parks and Recreation master plan for Carver Park. Ray Lopez and Scott Mingonet will present.

Recommended Action:

No action required for presentation

Policy Implications:

This presentation does not impact existing City policies or procedures. It is informational in nature and aligns with current Parks and Recreation guidelines and park use regulations.

Alternatives:

N/A

Budget/Staff Impact:

The presentation has no budget or staff impact.

Business Impact Estimate:

Resolutions do not require Business Impact Estimates.

Prepared By:

Samuel Brinson

Reviewed By:

Tom Carrino, City Manager

Miranda Burrowes, Assistant City Manager



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: 1/22/2026

RE: Lake County Library Advisory Board

Introduction:

This item is for consideration of the re-appointment of Dr. Betsy Dokken as the Eustis Memorial Library representative to the Lake County Advisory Board.

Background:

The Eustis Memorial Library joined the Lake County Library System in January 2020. As a member of this system, the Eustis Memorial Library maintains a seat on the County Library Advisory Board. This includes a main person and an alternate when available. Dr. Dokken has served on this Board for the last 4 years and has served as vice chair and chair and is the current Chair this year. The Lake County Library Advisory Board approves and recommends the libraries annual plan of service, as well as impact fee and annual appropriation allocation of funds.

Recommended Action:

Staff recommends approval of Dr. Betsy Dokken as a member of the Lake County Advisory Board

Policy Implications:

The person appointed to this position is an advocate for the Eustis Memorial Library and is able to vote on system-wide decisions such as County plans, long range plans and annual plans of service. The County Library Advisory Board also makes recommendations for the budget and allocation of funds to participating libraries.

Alternatives:

As member libraries with the County, we are required by Interlocal Agreement to have a representative for the Eustis Library approved by our Commission. Other Eustis Memorial Library Board of Trustee members could apply if interested.

Budget/Staff Impact:

There is no budget impact for this appointment.

Business Impact Estimate:

The person in this position represents the Eustis Library as a member library to the Lake County Library position. They vote on Impact fee grant requests for all libraries as well as budget allocations.

Prepared By:

Ann Ivey, Library Director

Reviewed By:

Miranda Burrowes



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 22, 2026

RE: Resolution Number 26-06: Amending the FY2025/26 Adopted Budget for the General Fund for Duke Energy Donation

Background:

Occasionally, the City is given donations. Oftentimes, these amounts are either unknown or unexpected at the time the annual budget is adopted.

On December 30, 2025, the City received \$10,000 from Duke Energy in support of the City's GeorgeFest and Salute to Veterans events. This amendment provides for the mechanism to be able to utilize the funds without impacting the Adopted Budget.

Upon approval, the General Fund FY 2025/26 Adopted Budget will be amended as follows:

Events – Contractual Services

001-0000-369-30-05 – Revenue	\$10,000
001-1240-512-30-34 - Expense (Contractual Services)	\$10,000

Recommended Action:

Staff recommend approval of Resolution Number 26-06.

Budget and Staff Impact:

This request for approval is for an equal amount of revenues and expenditure. Approval of this budget amendment will have no net impact on the FY 2025/26 Adopted Budget.

Prepared by:

Lori Carr, Finance Director

Reviewed by:

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

Attachment:

Budget Amendment Form

RESOLUTION NUMBER 26-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AMENDING THE BUDGET FOR FISCAL YEAR 2025/26 FOR THE GENERAL FUND TO ACCOUNT FOR A DONATION RECEIVED IN FY 2025/26; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis has received \$10,000 from Duke Energy in support of the GeorgeFest and Salute to Veterans events sponsored by the City, and

WHEREAS, it is in the best interest of the City to amend the budget for the General Fund (001); and

WHEREAS, the General Fund (001) FY 2025/26 Adopted Budget will be amended as follows:

Events – Contractual Services

001-0000-369-30-05 – Revenue	\$10,000
001-1240-512-30-34 - Expense (Contractual Services)	\$10,000

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

Section 1

That the FY 2025/26 Adopted Budget for the General Fund is amended to recognize equal amounts of revenue and expenditures for a donation received in FY 2025/26, for a net budgetary impact of zero.

Section 2

That the Finance Director of the City of Eustis is hereby authorized to amend the FY 2025/26 Adopted Budget for the General Fund.

Section 3

That this Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 22nd day of January, 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 22nd day of January 2026, by Emily A. Lee, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 26-06 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.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 22, 2026

RE: Resolution Number 26-08: Approving a Purchase in Excess of \$100,000 for a Public Works Dump Truck

Introduction:

Resolution Number 26-08 approves an expenditure in excess of \$100,000.00 for a replacement dump truck that is essential for specialized collection operations in Public Works and authorizes the City Manager to execute all agreements associated with the purchase.

Background:

The approved fiscal year 2025-2026 budget includes funds for the purchase of a dump truck for Public Works. The dump truck is used for the transportation of storm debris and loose materials between sites. The dump truck is scheduled to replace an unreliable and timeworn truck that does not meet the current increase of needs within the Public Works Department.

The dump truck is a used vehicle being purchased through Impex International Truck Sales. Staff is confident that this vehicle is reliable and meets the growing needs of the department.

Recommended Action:

Staff recommends approval of Resolution Number 26-08.

Policy Implications:

Not applicable.

Budget/Staff Impact:

The funds were included in the approved Fiscal Year 2025-2026 budget for the purchase of these trucks. The total cost for the dump truck is \$134,725.00, which falls within the Public Works budget.

013-4130-541-60-64: Grapple Truck and Dump Truck: \$405,000.00

Business Impact Estimate:

N/A

Prepared By:

Ruth Martinez – Administrative Assistance, Public Works Department

Reviewed By:

Brent Matthews, Deputy Director of Public Works
Greg Dobbins, Director of Public Works
Miranda Burrowes, Assistant City Manager

Attachments:

Resolution Number 26-08

Available Upon Request:

Quotes

RESOLUTION NUMBER 26-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE IN EXCESS OF \$100,000 FOR A PUBLIC WORKS DUMP TRUCK.

WHEREAS, the purchase of a Dump Truck is needed by Public Works for daily and specialized operations; and

WHEREAS, the City's approved 2025-2026 budget includes funds for the purchase of a Dump Truck; and

WHEREAS, the Dump Truck is a used vehicle and is approved in accordance with the City's purchasing policies; and

WHEREAS, the Dump Truck is to be purchased through Impex International Truck Sales; and

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

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

- (1) The City Commission hereby authorizes expenditures in excess of \$100,000 for a Dump Truck; and
- (2) The City Commission hereby authorizes the City Manager to execute all agreements associated with the approved expenditure; and
- (3) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 22nd day of January, 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 22nd day of January, 2026, by Emily A. Lee, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution 26-08 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 22, 2026

RE: Resolution Number 26-09: Amending the FY2025/26 Adopted Budget for the Library Impact Fees Fund to increase the Library's eBook Collection

Background:

Over time, the Library's Ebook budget has steadily been increasing to meet demand. When the City's Library joined the County over 6 years ago, the commitment was made to the Commission and residents that in doing so, residents would not experience a longer wait for materials. In order to keep this commitment, the Library kept a separate Ebook collection that was available to Eustis cardholders only. The City's Ebook provider, Baker and Taylor, recently closed unexpectedly and therefore, Eustis cardholders no longer have separate Ebook access.

Upon review of available options to replace Baker and Taylor, the Library chose to use the same Ebook provider as the County, Overdrive. Overdrive offers the City the ability to continue to allow only Eustis cardholders access to the City's Ebooks. Overdrive also accepted the transfer of the City's existing Ebooks, over 4,700 titles. Overdrive also allows Eustis cardholders to access Ebooks on an Amazon Kindle.

The new Overdrive program was implemented in mid-December. Since then, the Library has gone from 1,700 Eustis cardholders accessing Ebooks to almost 6,000 Eustis cardholders accessing Ebooks. The bulk of this is from cardholders who had already been using Overdrive but were not accessing the City's exclusive separate access through Baker and Taylor. This dramatic increase in the use of Ebooks increased wait times to as much 6-10 weeks.

The Library's Ebook collection has been solely funded by Library Impact Fees collected. Based on the increased demand for Ebooks, staff is requesting a budget transfer of impact fees in the amount of \$9,000. Funds would be taken from Fund Balance. There are ample funds in the Library Impact Fees Fund to cover this request.

Upon approval, the Impact Fees Fund FY 2025/26 Adopted Budget will be amended as follows:

069-7190-571-30-54 - Expense - Books	\$9,000
--------------------------------------	---------

Recommended Action:

Staff recommends approval of Resolution Number 26-09.

Budget and Staff Impact:

This request for approval is for a FY 2025/26 budget amendment in the amount of \$9,000 to be taken from the Fund Balance of the Library Impact Fees Fund.

Prepared by:

Lori Carr, Finance Director

Reviewed by:

Mari Leisen, Deputy Finance Director

Miranda Burrowes, Assistant City Manager

Attachment:

Budget Amendment Form

RESOLUTION NUMBER 26-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AMENDING THE FY 2025/26 ADOPTED BUDGET FOR THE LIBRARY IMPACT FEES FUND TO MEET INCREASED DEMAND FOR EBOOKS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Eustis Library's previous exclusive Ebook provider unexpectedly closed; and

WHEREAS, the Eustis Library's new Ebook provider is the same as the County's; and

WHEREAS, the Eustis Library's new Ebook provider is able to provide an exclusive agreement with the Eustis Library; and

WHEREAS, as a result of the exclusive agreement, the demand for Ebooks has greatly increased; and

WHEREAS, it is in the best interest of the City to amend the FY 2025/26 Library Impact Fees Fund Adopted Budget to purchase additional Ebooks to meet the increased demand; and

WHEREAS, the Library Impact Fees Fund (069) FY 2025/26 Adopted Budget will be amended as follows:

069-7190-571-30-54 – Expense – Books	\$9,000
--------------------------------------	---------

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

Section 1

That the FY 2025/26 Adopted Budget for the Library Impact Fees Fund is amended to reduce Fund Balance and increase the expenditure budget for Ebooks.

Section 2

That the Finance Director of the City of Eustis is hereby authorized to amend the FY 2025/26 Adopted Budget for the Library Impact Fees Fund.

Section 3

That this Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 22nd day of January, 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 22nd day of January, 2026, by Emily A. Lee, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 26-09 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.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 22, 2026

RE: Resolution Number 26-10: Acceptance of FY 2025-2026 FDOT State Funded Grant Agreement (SFGA) for the Rosenwald Gardens Roadway and Stormwater Project

Introduction:

Resolution Number 26-10 formally accepts the FY 2025-2026 Florida Department of Transportation (FDOT) State-Funded Grant Agreement (SFGA) for the Rosenwald Gardens Roadway and Stormwater Project, also known as the Coolidge Street Roadway and Stormwater Improvements Project. This resolution authorizes the City Manager to execute the State-Funded Grant Agreement and any related documents upon receipt from FDOT, and authorizes the necessary budget amendments and transfers to recognize and appropriate the grant funding.

Background:

In the FY 2025–2026 State of Florida budget, the Coolidge Street Roadway and Stormwater Improvements Project received a legislatively adopted appropriation administered through the Florida Department of Transportation (FDOT). The City has received the FY 2025-2026 State-Funded Grant Agreement (SFGA), which outlines the terms and conditions for FDOT's participation in the project, including project scope, funding participation, reimbursement procedures, and general requirements.

Under the agreement, FDOT will participate in eligible project costs up to a maximum amount of \$1,878,978 toward the East–West Streets Roadway, Stormwater, and Utility Improvements portion of the overall Coolidge Street corridor project. The SFGA is the standard FDOT contract used for legislative appropriations and includes all required statutory, financial, and audit provisions. The State-Funded Grant Agreement establishes a project completion deadline of April 30, 2027, unless extended in writing by FDOT. The agreement is reimbursement-based, and no project costs incurred prior to full execution of the agreement or prior to issuance of a written Notice to Proceed (NTP) by FDOT are eligible for reimbursement.

On December 9, 2025, the City Commission adopted Resolution 25-108, authorizing the City to recognize and commit the adopted state funding toward the Coolidge Street improvements, align the project with the FDOT Work Program, and authorize necessary budget amendments within the FY 2025-2026 Capital Improvement Program. The City

Commission also adopted Resolution 25-107, awarding the construction contract for the project in the amount of \$6,485,995.00.

The purpose of Resolution 26-10 is to formally accept the FY 2025-2026 FDOT State-Funded Grant Agreement and authorize the City Manager to execute the agreement and related documents. Acceptance of the agreement allows FDOT to proceed with issuance of the required Notices to Proceed and enables the project to advance in accordance with the approved schedule.

Budget/Staff Impact:

The \$1,890,000 State appropriation will be incorporated into the project's multi-agency funding structure, which also includes FY 2023-2024 FDEP appropriations, CDBG funding, and city funds, as outlined below:

- Coolidge Street Roadway & Stormwater Improvements: To be funded in part by FY 23/24 State Appropriations through FDEP totaling \$1,590,225.
- East-West Streets Roadway, Stormwater & Utility Improvements: To be funded in part by FY 2025-2026 State Appropriations through FDOT totaling \$1,890,000.
- An additional \$400,000 is provided through federal CDBG funding for eligible improvements.

To properly account for the FY 2025-2026 FDOT Legislative Appropriation, City staff established Account 048-8600-541-60-02 for the purpose of tracking and administering the FDOT funding. This account will be used to house the \$1,878,978 in state appropriation revenues allocated to the Coolidge Street and Side Streets Improvements, and to record all eligible expenditures associated with reimbursement requests. Establishing this account ensures that the City maintains a clean financial audit trail, preserves compliance with FDOT Work Program requirements, and facilitates timely reimbursement of the full appropriation amount.

Upon completion of the project, the City will receive reimbursement from the FY 2023-2024 and FY 2025-2026 State Appropriations through FDEP and FDOT, as well as federal reimbursement through CDBG. After all state and federal reimbursements are applied for a total of \$3,880,225, the City's net cost for the project will be \$2,605,770.

Prepared By:

Daniel Millan, Staff Engineer – Public Utilities

Reviewed By:

Chris Helme, Administrative Supervisor

Rick Gierok, Director of Director, Engineering and Capital Improvement Projects– City Engineer

Miranda Burrowes, Assistant City Manager

Attachments:

- Resolution Number 26-10
- Upon Request: FY 2025-2026 State-Funded Grant Agreement (SFGA)

RESOLUTION NUMBER 26-10**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING ACCEPTANCE OF FISCAL YEAR 2025-2026 FDOT STATE FUNDED GRANT AGREEMENT (SFGA) FOR THE ROSENWALD GARDENS ROADWAY AND STORMWATER PROJECT.**

WHEREAS, the State of Florida Fiscal Year 2025–2026 Budget includes a legislatively adopted appropriation through the Florida Department of Transportation (FDOT) for the Coolidge Street Roadway and Stormwater Improvements Project; and

WHEREAS, the City has received written confirmation from FDOT stating that the City has been selected for this legislative appropriation and that the funding status is classified as “Adopted”; and

WHEREAS, the Fiscal Year 2025-2026 FDOT Legislative Appropriation provides \$1,890,000 in State funding to support Roadway, Stormwater, and Utility Improvements portion of the Coolidge Street (east-west) side-streets; and

WHEREAS, FDOT has finalized the State-Funded Grant Agreement for this appropriation, and the draft agreement has been provided to the City; and

WHEREAS, City staff has established Account 048-8600-541-60-02 for the purpose of receiving, tracking, and administering the FDOT funds, ensuring full compliance with FDOT requirements and maintaining a complete audit trail;

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

- (1) The City Commission hereby authorizes acceptance of FY 2025-2026 FDOT State Funded Grant Agreement (SFGA) for the Rosenwald Gardens Roadway and Stormwater Project; and
- (2) The City Commission hereby authorizes the City Manager to execute the FDOT State-Funded Grant Agreement and all related agreements; and
- (3) This resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 22nd day of January, 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 22nd day of January 2026, by Emily A. Lee, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

 City Attorney's Office

 Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 26-10 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

 Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 22, 2026

RE: Resolution Number 26-11: Approval of Purchase of Pumper Truck

Recommended Action:

Staff recommends replacing Engine 22 with a new Pierce stock pumper to ensure operational reliability, firefighter safety, and continued compliance with industry standards. Engine 22 has reached the end of its effective service life, resulting in increased maintenance costs and reduced reliability. The proposed purchase will modernize the fleet while leveraging the trade-in value of Engine 22 to reduce the overall financial impact or fund critical new equipment.

Background:

Engine 22 is a reserve pumper that has exceeded its recommended service life as outlined by NFPA 1901 and industry best practices. As apparatus age, maintenance demands increase, parts availability becomes more limited, and the risk of out-of-service time rises. Fire apparatus reliability is critical to emergency response, firefighter safety, and community risk reduction.

Pierce Manufacturing is a nationally recognized fire apparatus manufacturer with a proven track record for durability, safety, and long-term support. Standardizing the fleet with Pierce apparatus also supports consistency in training, maintenance, and parts inventory.

The Fire Department will be able to better serve the citizens with the purchase of this apparatus. Staffing levels will increase April 1, 2026 which will allow the Fire Department to staff 3 suppression apparatus when staffing levels are at 10 Firefighters working on the day.

Operational Need

- Replacement of Engine 22 ensures uninterrupted frontline response capability.
- New apparatus improves safety features, pump reliability, and compliance with current standards.
- Modern design enhances ergonomics, visibility, and efficiency during emergency operations.

Financial Considerations

- The purchase price shall not exceed \$1,050,000.00.
- The trade-in of Engine 22 will reduce the net purchase cost.
- Alternatively, trade-in proceeds may be applied toward the purchase of new fire equipment (hose, tools, radios, or other mission-critical items), reducing future capital or operating expenditures.
- A new apparatus will reduce maintenance and repair costs associated with an aging engine.

Lifecycle and Cost Avoidance

- Reduced downtime increases unit availability and operational readiness.
- Warranty coverage limits near-term repair expenses and improves budget predictability.

Funding Source

Funding will be provided through approved capital improvement funds, apparatus replacement reserves, or other lawfully available funding sources as authorized in the adopted budget. Trade-in value from Engine 22 will be applied as outlined above to offset costs.

Impact on Service Levels

Approval of this purchase will increase service levels, improve response reliability, and enhance firefighter safety. Failure to replace Engine 22 increases the risk of mechanical failure and extended out-of-service time, potentially impacting emergency response.

Conclusion

The replacement of Engine 22 with a new Pierce pumper is a prudent investment in public safety, firefighter welfare, and long-term fiscal responsibility. Utilizing the trade-in value provides additional cost savings or allows for the acquisition of essential equipment. Staff recommends approval as presented.

Financial Impact:

The FY25-26 cost will be \$1,050,000.00. Current year's cost will be paid from the Sales Tax Fund.

Prepared by:

Shawn Kelleher, Deputy Fire Chief, Eustis Fire Department

Reviewed by:

Miranda Burrowes, Assistant City Manager

Attachments:

Resolution Number 26-11

Exhibit A to Resolution Number 26-11

RESOLUTION NUMBER 26-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT FOR ONE (1) PIERCE CUSTOM PUMPER FIRE ENGINE IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS (\$1,050,000.00); APPROVING THE TRADE-IN OF ENGINE 22 OR, IN THE ALTERNATIVE, AUTHORIZING THE APPLICATION OF THE TRADE-IN VALUE TOWARD FIRE APPARATUS EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis is being offered by accessing Sourcewell #113021-OKC;
and

WHEREAS, the City Commission of the City of Eustis finds it necessary to replace fire apparatus that has exceeded its useful service life to maintain reliable emergency response services; and

WHEREAS, the Eustis Fire Department has determined that Engine 22 has exceeded its effective service life and should be replaced; and

WHEREAS, funds are available in the adopted FY 2025–2026 budget for the purchase of fire apparatus.

NOW, THEREFORE, BE RESOLVED BY THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, THAT:

SECTION 1. The City Commission, approves to execute a purchase agreement for one (1) Pierce custom pumper fire engine in an amount not to exceed \$1,050,000.00.

SECTION 2. The City Commission hereby approves the trade-in of Engine 22 to offset the purchase price of the new apparatus or, alternatively, authorizes the application of the trade-in value toward the purchase of fire apparatus equipment.

SECTION 3. Funding for this purchase shall be expended from the Sales Tax Fund, as identified and approved by the Finance Department.

SECTION 4. This Resolution shall become effective immediately upon adoption.

DONE AND RESOLVED this 22nd day of January 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 22nd day of January 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 26-11 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

**Equipment Proposal****Proposal # 1405**

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: January 9, 2026 ("Proposal Date") **Customer:** Eustis Fire Department ("Customer")

Customer Address: 100 W. Norton Avenue, Eustis, FL 32736

Qty	Product Description & Options	Price
1	Pierce Stock Custom Side Control Pumper. This proposal is being offered by accessing Sourcewell #113021-OKC. City of Eustis Sourcewell ID# 204394.	\$1,050,000.00
** Pricing is subject to change as follows: (a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price. (b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.		Total: \$1,050,000.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 6 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Price quoted includes a final inspection trip to the factory for Eustis Fire Department personnel.

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Eustis Fire Department

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By: 

Title: **Authorized Sales Representative**

Print: **Robert S. Wallace**

Date: **1/9/2026**

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus or associated equipment.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation. Additionally, if transportation charges are included in the Purchase Price, any changes in transportation charges shall be borne by Customer. Unless otherwise stated herein, Company shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Product by Company or the Manufacturer to Customer or upon any sale, delivery, or other action taken under any validly accepted order for Product, or upon the export or import of such Product by Company or Manufacturer, or if any change shall be made in the custom house or railway classification of such Product or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Customer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 22, 2026

RE: Resolution Number 26-12: Authorizing Acceptance of Fiscal Year 2025-2026 FDOT State Funded Grant Agreement (SFGA) for the Northshore Bridge and Culvert Engineering Project

Introduction:

Resolution Number 26-12 formally accepts the Fiscal Year 2025-2026 FDOT State Funded Grant Agreement (SFGA) for the Northshore Bridge and Culvert Engineering Project, authorizes the City Manager to execute the State-Funded Grant Agreement and any related agreements, and authorizes the necessary budget amendments and transfers to recognize and appropriate the grant funding.

Background:

In the Fiscal Year 2025–2026 State of Florida budget, the Northshore Bridge and Culvert Engineering Project received a legislatively adopted appropriation through the Florida Department of Transportation (FDOT). The City has received written confirmation from FDOT stating the City has been selected for this legislative appropriation and that the funding status is classified as “Adopted.”

This appropriation provides up to \$200,000 in State funding through FDOT toward the Northshore Bridge and Culvert Engineering Project. FDOT has finalized the State-Funded Grant Agreement, which is the standard contract used for state appropriations and includes all required terms and conditions, and provided the City with the grant agreement for this appropriation in early January 2026. The underlying funding has been formally adopted by the Legislature, placed into FDOT’s Work Program, and allocated to the City.

Recommended Action:

Staff recommends approval of Resolution Number 26-12.

Policy Implications:

Not applicable.

Budget/Staff Impact:

The \$200,000 State appropriation will be incorporated into the project’s multi-agency funding structure, including City funds, as outlined below:

- Northshore Bridge and Culvert Engineering Project: To be funded in part by City of Eustis as outlined in the FY 2025-2026 City of Eustis Budget in the amount of \$210,283, and by State Appropriations through the 2025-2026 FDOT State Funded Grant Agreement (SFGA) up to \$200,000, totaling \$410,283.

To properly account for the Fiscal Year 2025-2026 FDOT Legislative Appropriation, City staff has established Account 010-8600-519-60-53 for the purpose of tracking and administering the project funding. This account will be used to house the \$200,000 in state appropriation revenues allocated to the Northshore Bridge and Culvert Engineering Project, as well as funds established in the Fiscal Year 2025-26 City of Eustis Budget, and to record all eligible expenditures associated with reimbursement requests. Establishing this account ensures that the City maintains a clean financial audit trail, preserves compliance with FDOT Work Program requirements, and facilitates timely reimbursement of the full appropriation amount.

Business Impact Estimate:

Not applicable.

Prepared By:

Michael Brisson, Project Manager – Public Utilities

Reviewed By:

Chris Helme, Administrative Supervisor – Public Utilities

Rick Gierok, Engineering and Capital Improvement Projects – City Engineer

Attachments:

Resolution Number 26-12

Available Upon Request:

FDOT 456995-1-34-01 (FY26) - SFGA - Northshore Bridge

RESOLUTION NUMBER 26-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING ACCEPTANCE OF FISCAL YEAR 2025-2026 FDOT STATE FUNDED GRANT AGREEMENT (SFGA) FOR THE NORTHSHORE BRIDGE AND CULVERT ENGINEERING PROJECT.

WHEREAS, the State of Florida Fiscal Year 2025–2026 Budget includes a legislatively adopted appropriation through the Florida Department of Transportation (FDOT) for the Northshore Bridge and Culvert Engineering Project; and

WHEREAS, the City has received written confirmation from FDOT stating that the City has been selected for this legislative appropriation and that the funding status is classified as “Adopted”; and

WHEREAS, the Fiscal Year 2025-2026 FDOT Legislative Appropriation provides up to \$200,000 in State funding to support design of the Northshore Bridge and Culvert; and

WHEREAS, FDOT has finalized the State-Funded Grant Agreement for this appropriation, and the draft agreement has been provided to the City; and

WHEREAS, City staff has established Account 010-8600-519-60-53 for the purpose of receiving, tracking, and administering the FDOT funds, ensuring full compliance with FDOT requirements and maintaining a complete audit trail;

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

- (1) The City Commission hereby authorizes acceptance of FY 2025-2026 FDOT State Funded Grant Agreement (SFGA) for the Northshore Bridge and Culvert Engineering Project; and
- (2) The City Commission hereby authorizes the City Manager to execute the FDOT State-Funded Grant Agreement and all related agreements; and
- (3) This resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 22nd day of January, 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 22nd day of January 2026, by Emily A. Lee, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

 City Attorney's Office

 Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 26-12 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

 Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: JANUARY 22, 2026

RE: Resolution Number 26-04: Budget Amendment for FY2025/26 for Carry-over of FY2024/25 unencumbered budgeted funds for various Capital Projects and Consulting Services

Introduction:

The purpose of Resolution Number 26-04 is to amend the FY 2025/26 budget to include unencumbered budgeted carry-over funds from FY 2024/25 for various capital projects and consulting services.

Recommended Action:

Staff recommends approval of Resolution Number 26-04.

Background:

Each year during the budget process, requested funds for capital projects and consulting services are budgeted taking into account any anticipated remaining budgeted funds in the current fiscal year. The process is to budget only those additional funds needed for new capital projects and consulting services or additional funds needed to complete capital projects and consulting services with the intent to carry-over any funds remaining from the prior fiscal year. This allows for the carry-over of funds for capital projects and consulting services that were not yet encumbered in FY 2024/25.

This amendment provides the mechanism to amend the FY 2025/26 budget to include any necessary remaining FY 2024/25 unencumbered funds for capital projects and consulting services.

Budget and Staff Impact:

The impact to the budget is an amendment to the FY 2025/26 budget in the amount of \$5,767,900. The funding source is remaining FY 2024/25 unencumbered budgeted funds.

The total amount of carry-overs requested by funds is shown below. The specific projects are presented in Attachment A of the Resolution.

CARRY-OVER REQUESTS BY FUND	
General Fund	303,700
Sales Tax Fund	1,368,300
Street Improvement Fund	266,900
Parks Impact Fees Fund	133,800
Cemetery Trust Fund	27,700
Stormwater Fund	12,300
Economic Development	56,000
CRA Fund	1,351,600
Grants Fund	10,500
Water/Sewer Utility Fund	338,300
Utility Grants Fund	100,000
Water Impact Fees Fund	48,600
Water/Sewer R&R Fund	1,750,200
Total Carry-over Request	5,767,900

Prepared by:

Lori Carr, Finance Director

Reviewed by:

Mari Leisen, Deputy Finance Director

Miranda Burrowes, Assistant City Manager

RESOLUTION NUMBER 26-04

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 GENERAL, SALES TAX, STREET IMPROVEMENT, PARKS IMPACT FEES, CEMETERY TRUST, STORMWATER, ECONOMIC DEVELOPMENT COMMUNITY REDEVELOPMENT, GRANTS, WATER/SEWER UTILITY, R&R AND GRANTS, WATER IMPACT AND SEWER IMPACT FEES FUNDS 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, the City of Eustis has remaining unencumbered budgeted funds for capital projects and consulting services in the FY 2024/25 budget; and

WHEREAS, it is necessary to amend the FY 2025/26 budget to include these remaining funds in order to fully fund various capital projects and contractual services that were not yet started in FY 2024/25; and

WHEREAS, Budgeting Best Practices allows for carry-over of these funds; and

WHEREAS, the total amount of carry-over funds is \$5,767,900 as detailed in Attachment A.

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

1. The Fiscal Year 2025/26 Adopted Budget is amended to recognize FY 2024/25 excess carry-over unencumbered budgeted funds for various capital projects and contractual services.
2. The Fiscal Year 2025/26 Adopted Budget is amended to include an additional amount of \$5,767,900 for certain capital projects and contractual services.

DONE AND RESOLVED, this 22nd day of January 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 22nd day of January 2026, by Emily A. Lee, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 26-04 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.

Christine Halloran, City Clerk

RESOLUTION 26-04 ATTACHMENT A
CITY OF EUSTIS
FY 2024/25 - CARRY -OVER PROJECT FUNDS

Account Id	Description	Carryover
GENERAL FUND		
001-1200-512-30-34	CONTRACTUAL - TRAILS STUDY	44,700
001-1240-512-30-31	EVENTS PROF SVCS - WEBSITE IMPROVEMENTS	40,000
001-1300-513-60-64	M & E - FINANCE FURNITURE	5,500
001-1500-515-30-31	PLANNING - PROF SVCS - COMP PLAN REVIEW	90,000
001-2220-522-60-64	M & E - FIRE BUNKER GEAR	51,500
001-7310-572-60-64	CAPITAL - WOMEN'S CLUB PROJECTS PREV ON HOLD	72,000
	GENERAL FUND TOTAL	303,700
SALES TAX FUND		
010-8600-517-60-01	CAPITAL - ON-GOING BUILDING MAINT/REPAIR PROJ.	390,800
010-8600-517-60-18	CAPITAL - GREENHOUSE	37,000
010-8600-517-60-19	CAPITAL - FS22 LANDSCAPING	37,000
010-8600-522-60-11	CAPITAL - FS 22 RENOVATION	60,500
010-8600-536-60-01	CAPITAL - FLOATING DOCK - TOUR BOAT/SEA PLANE	345,400
010-8600-572-60-22	CAPITAL - PICKLE BALL COURT CONVERSIONS	15,200
010-8600-572-60-37	CAPITAL - ELIZ. CIRCLE/LIB. PARK ADA ACCOMM	68,200
010-8600-572-60-74	CAPITAL - CARVER PARK EQUIPMENT	79,100
010-8600-538-60-05	CAPITAL - EUSTIS ST & DOANE AVE	110,000
010-8600-571-60-01	CAPITAL - LIBRARY A/C	154,800
010-8600-571-60-17	CAPITAL - LIBRARY MEETING ROOM	35,000
010-8600-572-60-85	CAPITAL - AQUATIC CENTER IMPROVEMENTS	19,300
010-8600-572-60-83	CAPITAL - CARVER PARK BASKETBALL COURT IMPR	16,000
	SALES TAX FUND TOTAL	1,368,300
STREET IMPROVEMENT FUND		
013-4130-541-30-31	PROF SVC - TRAFFIC STUDY	188,300
013-8600-541-64-12	CAPITAL - TRAFFIC CALMING	78,600
	STREET IMPROVEMENT FUND TOTAL	266,900
CEMETERY TRUST FUND		
060-4920-517-60-63	CAPITAL - CONSTRUCTION ADM SERVICES	27,700
	CEMETERY TRUST FUND TOTAL	27,700

RESOLUTION 26-04 ATTACHMENT A
CITY OF EUSTIS
FY 2024/25 - CARRY -OVER PROJECT FUNDS

Account Id	Description	Carryover
PARKS IMPACT FEES FUND		
063-7600-572-60-37	CAPITAL - COREY ROLLE - PARK LOT / LANDSCAPING	120,600
063-8600-572-60-56	CAPITAL - COREY ROLLE FIELD - BLEACHERS	13,200
	PARKS IMPACT FEES TOTAL	133,800
STORMWATER FUND		
049-3720-538-60-03	CAPTIAL - EUSTIS & GOTTSCHKE	12,300
	STORMWATER FUND TOTAL	12,300
ECONOMIC DEVELOPMENT FUND		
068-1220-552-30-31	PROF SVC	56,000
	ECONOMIC DEVELOPMENT FUND TOTAL	56,000
COMMUNITY REDEVELOPMENT FUND		
014-8600-541-60-01	CAPITAL - STREET REHABILITATION	50,000
014-8600-581-60-38	CAPITAL - CRA SIDEWALK/TREE PLANTING	275,600
014-8600-581-60-46	CAPITAL - PALMETTO PLAZA PARK PH 2	469,000
014-8600-581-60-47	CAPITAL - BAY ST DRAINAGE IMPROVEMENTS	145,000
014-8600-581-60-48	HOUSING REHAB	12,000
014-8600-581-95-05	CAPITAL - CARVER PARK B-BALL COURT PAVILLION	400,000
	CRA TOTAL	1,351,600
GRANTS FUND		
018-1220-552-81-01	EDA TARGETED INDUSTRY GRANT	10,500
	GRANTS FUND TOTAL	10,500
UTILITY GRANTS FUND		
048-3510-535-60-01	CAPITAL - JOHNSON'S POINT SEWER	100,000
	UTILITY GRANTS FUND TOTAL	100,000
WATER IMPACT FEES FUND		
065-8600-533-67-17	CAPITAL - EASTERN HIGH SERVICE PUMP	48,600
	WATER IMPACT FEES TOTAL	48,600

RESOLUTION 26-04 ATTACHMENT A

CITY OF EUSTIS

FY 2024/25 - CARRY -OVER PROJECT FUNDS

Account Id	Description	Carryover
WATER/SEWER FUND		
040-3100-536-30-31	PROF SVC - PAVEMENT ASSESSMENT STUDY	69,000
040-3300-533-30-31	PROF SVC - ENGINEERING WETLAND MONITORING	55,300
040-3300-533-60-64	M & E - SECURITY CAMERAS	18,600
040-3310-533-30-31	PROF SVC - PFAS ENGINEERING	99,000
040-3360-533-30-31	PROF SVC - US WATER WORK	84,400
040-3510-535-60-64	M & E - LS COMMUNICATIONS UPGRADES	12,000
WATER/SEWER FUND TOTAL		338,300
WATER/SEWER R & R FUND		
042-8600-533-66-06	CAPITAL - JEFFERIS CT GALVANIZED MAIN	166,300
042-8600-533-66-26	CAPITAL - BAY STATE SOUTH UTILITY	75,000
042-8600-533-66-48	CAPITAL - LAKESHORE GALVANIZED MAIN	315,000
042-8600-533-66-50	CAPITAL - EASTERN AREA EXPANSION	276,700
042-8600-533-66-51	CAPITAL - CROM TANK	232,200
042-8600-535-66-16	CAPITAL - CR 44 FORCE MAIN	7,900
042-8600-535-66-35	CAPITAL - BATES AVE SEWER	35,000
042-8600-535-66-76	CAPITAL - LIFT STATION GENERATOR	338,600
042-8600-535-66-84	CAPITAL - INFILTRATION / INTRUSION PROJECT	63,500
042-8600-535-66-95	CAPITAL - EASTERN PLANT TURBINE	240,000
WATER/SEWER R & R FUND TOTAL		1,750,200
TOTAL REQUESTED CARRY-OVER FUNDS - UNENCUMBERED		5,767,900



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: January 22, 2026

RE: Resolution Number 26-13: Approval of a Memorandum of Understanding (MOU) with Habitat for Humanity of Lake-Sumter, Florida, Inc. for the City of Eustis Home Repair Program

Introduction

The City Commission has identified preservation and rehabilitation of existing owner-occupied housing as a valid municipal public purpose, supporting neighborhood stability, code compliance, and public health and safety. The Home Repair Program is intended to address health, safety, accessibility, and building code deficiencies for income-eligible households, subject to available funding and Commission-adopted guidelines.

Habitat for Humanity of Lake-Sumter, Florida, Inc. is a Florida not-for-profit organization with demonstrated experience in residential rehabilitation and repair services for income-qualified homeowners. The MOU provides a structured mechanism for HFHLS to assist the City in program delivery while maintaining City oversight, budgetary control, and legal compliance.

Analysis (MOU)

The proposed MOU establishes a formal framework for the City's Home Repair Program, under which Habitat for Humanity of Lake-Sumter will assist the City with intake, eligibility screening, project development, construction oversight, and compliance monitoring for income-eligible, owner-occupied residential properties within the City limits. The MOU preserves full City discretion over funding, eligibility criteria, and program guidelines, and includes strong fiscal controls, insurance, indemnification, public records compliance, and termination protections. Approval of the accompanying resolution authorizes execution of the MOU and delegation of administrative authority to the City Manager or designee.

Key MOU Provisions (Summary)

Program Scope: Owner-occupied residential properties within City limits, income eligibility up to 80% AMI, with priority below 50% AMI.

Financial Controls:

\$25,000 per-unit cap

Annual not-to-exceed amount subject to Commission appropriation

Reimbursement-only; no advance payments

Risk Management: Insurance, indemnification, licensed subcontractors, and workmanship warranty

Oversight & Compliance: Permitting, inspections, audits, and City suspension/termination rights

Public Records: Full compliance with Chapter 119, Florida Statutes

Policy Considerations: The MOU provides flexibility to suspend projects or the program based on funding availability, compliance, or public interest considerations, while minimizing disruption to participating homeowners.

The MOU expressly states that it does not create an entitlement, joint venture, or agency relationship, and preserves the City's sovereign immunity under section 768.28, Florida Statutes.

Strategic Plan/CRA Impact: The Program supports housing preservation and may be coordinated with Community Redevelopment Area (CRA) initiatives to prevent duplication of benefits and further CRA redevelopment objectives, where applicable.

Recommendation

Staff recommends approval of Resolution Number 26-13 authorizing the City Manager to execute a Memorandum of Understanding with Habitat for Humanity of Lake-Sumter, Florida, Inc. for administration and delivery of the City Home Repair Program, subject to annual appropriation and City Commission-adopted Program Guidelines.

Fiscal Impact

Approval of the MOU does not obligate the City to expend funds beyond those annually appropriated by the City Commission. Any expenditures under the Home Repair Program will be subject to:

- The per-unit cap of \$25,000
- Annual budget approval
- Reimbursement for eligible, compliant costs only
- No multi-year financial obligation is created

Business Impact Estimate

Not applicable.

Attachments

Resolution Number 26-13

Memorandum of Understanding between City of Eustis and Habitat for Humanity of Lake-Sumter, Florida, Inc. for the City Home Repair Program.

Prepared By

Sasha Garcia, City Attorney

Reviewed By

Miranda Burrowes, Assistant City Manager

RESOLUTION NUMBER 26-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH HABITAT FOR HUMANITY OF LAKE-SUMTER, FLORIDA, INC. FOR THE CITY HOME REPAIR PROGRAM; PROVIDING FOR FINDINGS OF PUBLIC PURPOSE; PROVIDING FOR ADMINISTRATIVE AUTHORITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eustis is a Florida municipal corporation organized under Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, and possesses broad home rule authority to protect the public health, safety, and welfare; and

WHEREAS, the City Commission has determined that preservation and rehabilitation of existing owner-occupied housing for income-eligible households serves a valid municipal public purpose; and

WHEREAS, Habitat for Humanity of Lake-Sumter, Florida, Inc. is a Florida not-for-profit corporation with experience in residential rehabilitation and repair services; and

WHEREAS, the City desires to enter into a Memorandum of Understanding establishing a framework for assistance with administration and delivery of the City Home Repair Program, subject to available funding and City Commission-adopted Program Guidelines.

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

Section 1. Findings

The foregoing recitals are hereby adopted as legislative findings of the City Commission.

Section 2. Authorization

The City Manager, or the City Manager's designee, is hereby authorized to execute the Memorandum of Understanding with Habitat for Humanity of Lake-Sumter, Florida, Inc., substantially in the form presented to the City Commission.

Section 3. Administrative Authority

The City Manager or designee is authorized to administer the Home Repair Program in accordance with the MOU, approved Program Guidelines, and applicable law, including approval of individual projects, subject to budgetary limits and Commission appropriation.

Section 4. No Financial Guarantee

Nothing in this Resolution or the MOU shall be construed to create a multi-year financial obligation or entitlement to funding, and all expenditures are subject to annual appropriation by the City Commission.

Section 5. Severability

If any provision of this Resolution is held invalid, such invalidity shall not affect the remaining provisions.

Section 6. Effective Date

This Resolution shall become effective immediately upon adoption.

PASSED, ORDAINED, AND ADOPTED in Regular Session of the City Commission of the City of Eustis, Florida, this 22nd day of January, 2026.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 22nd day of January 2026, by Emily A. Lee, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial Number:

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date**CERTIFICATE OF POSTING**

The foregoing Resolution Number 26-13 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

MEMORANDUM OF UNDERSTANDING CITY OF EUSTIS HOME REPAIR PROGRAM

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Eustis, Florida, a Florida municipal corporation (“City”), and Habitat for Humanity of Lake-Sumter, Florida, Inc., a Florida not-for-profit corporation (“HFHLS”).

1. RECITALS

WHEREAS, the City of Eustis, Florida (the “City”), is a Florida municipal corporation organized and existing under Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, and is authorized to exercise all powers of local self-government to protect the public health, safety, and welfare of its residents; and

WHEREAS, the City Commission has determined that the preservation and rehabilitation of existing owner-occupied housing stock, particularly for income-eligible households, serves a valid and essential public purpose, including promoting safe housing conditions, preventing neighborhood decline, and supporting community stability; and

WHEREAS, the City desires to implement and administer a Home Repair Program to address health, safety, accessibility, and code-compliance deficiencies in eligible residential properties within the City limits, subject to available funding and City Commission–adopted Program Guidelines; and

WHEREAS, Habitat for Humanity of Lake-Sumter, Florida, Inc. (“HFHLS”), is a Florida not-for-profit corporation with demonstrated experience in residential construction, rehabilitation, and repair services for income-qualified homeowners; and

WHEREAS, the City Commission has determined that partnering with HFHLS to assist in the administration and delivery of the Home Repair Program is in the best interests of the City and furthers the public purposes identified herein; and

WHEREAS, the City Commission has authorized the execution of this Memorandum of Understanding (“MOU”) and the delegation of administrative authority to the City Manager or the City Manager’s designee, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

2. PROGRAM DESCRIPTION

2.1 Program Purpose and Nature of Agreement

The Home Repair Program (the “Program”) is a City-established program intended to advance a valid municipal public purpose by preserving and improving owner-occupied residential properties within the City limits that present health, safety, accessibility, or building code deficiencies. The Program is designed to assist income-eligible homeowners while protecting the City’s fiscal integrity and discretion.

This MOU establishes a framework under which HFHLS will assist the City in the administration and delivery of the Program. Nothing in this MOU shall be construed to create an entitlement to

Program participation or funding, and participation in the Program is subject at all times to City Commission–adopted Program Guidelines, available funding, and compliance with the terms of this MOU.

This MOU does not create a joint venture, partnership, or agency relationship between the Parties and does not obligate the City to expend funds beyond those appropriated and approved by the City Commission.

2.2 Eligible Properties and Households

Participation in the Program is subject to City-established program guidelines and eligibility criteria, as adopted and amended from time to time by the City Commission. Such guidelines shall include, at a minimum:

- Owner-occupied residential properties located within the City limits of Eustis;
- Household income not exceeding eighty percent (80%) of Area Median Income (AMI), with priority given to households below fifty percent (50%) AMI;
- Verification that property taxes and municipal utility accounts are current, unless waived by the City for hardship or other reasons deemed appropriate by the City;
- If applicable, coordination with Community Redevelopment Area (CRA) programs and other City housing initiatives to prevent duplication of benefits.

The City Commission expressly reserves the right to modify the Program Guidelines and eligibility criteria at any time by resolution. Any application or project that has been approved by the City prior to the effective date of such modification shall be permitted to proceed under the guidelines in effect at the time of approval, and no amendment to the Program Guidelines shall be applied retroactively to invalidate or impair previously approved projects.

3. SCOPE OF SERVICES

HFHLS shall perform the following services on behalf of the City:

3.1 Intake and Eligibility Screening

- Accept and review applications;
- Verify income and ownership eligibility;
- Maintain complete applicant files subject to City review.

3.2 Project Development and Delivery

- Conduct property assessments and prepare written scopes of work and cost estimates;
- Obtain homeowner consent prior to commencement of work;
- Secure all required permits and inspections;
- Act as general contractor and oversee construction activities;
- Utilize licensed and insured subcontractors for all regulated trades;
- Supplement subcontractor labor with staff or volunteers only where lawful and appropriate.

3.3 Compliance; Standards of Performance

HFHLS shall perform all services under this MOU in a good, workmanlike, and professional manner, consistent with generally accepted construction and rehabilitation industry standards and in accordance with the Program Guidelines.

HFHLS shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to:

- Applicable building, fire, housing, and zoning codes;
- All licensing and permitting requirements;
- Occupational safety and health requirements, including OSHA standards;
- Applicable fair housing, nondiscrimination, and accessibility requirements.

HFHLS shall be solely responsible for ensuring that all work performed under the Program is properly permitted, inspected, and approved by the appropriate authority having jurisdiction prior to project close-out. Failure to comply with this section shall constitute grounds for suspension, withholding of payment, or termination in accordance with this MOU.

4. COMPENSATION AND BUDGETARY CONTROLS

4.1 Per-Unit Cap; Eligible and Ineligible Costs

The City's financial participation shall not exceed Twenty-Five Thousand Dollars (\$25,000) per residential unit. This per-unit cap is inclusive of all eligible costs, including construction costs, labor, materials, permits, inspections, and reasonable administrative or project management costs incurred by HFHLS in connection with the approved project.

Costs that are not directly related to the approved scope of work, cosmetic improvements, overhead unrelated to the specific project, interest, penalties, or costs incurred prior to City approval are not eligible for reimbursement.

4.2 Annual Not-to-Exceed Amount; No Obligation to Fund

The City's total financial obligation under this MOU shall not exceed the annual not-to-exceed amount approved by the City Commission for the applicable fiscal year. Approval of an application, scope of work, or project by the City does not constitute a guarantee or obligation of funding, and reimbursement is expressly subject to the availability of appropriated funds at the time payment is requested.

The City reserves the right to reduce, delay, or deny reimbursement, in whole or in part, if sufficient funds are not available or if the project does not comply with this MOU or applicable Program Guidelines.

4.3 Reimbursement; Timing; No Advance Payments

HFHLS shall submit complete reimbursement requests no later than sixty (60) days following final project completion, including all required close-out documentation, permits, inspections, lien waivers, and itemized invoices.

Subject to receipt and approval of a complete and compliant reimbursement request, the City shall remit payment to HFHLS within sixty (60) days thereafter, subject to the availability of appropriated funds.

No advance payments shall be made. All payments under this MOU shall be made on a reimbursement basis only.

Failure by HFHLS to timely submit a complete reimbursement request, or failure to comply with the requirements of this MOU or Program Guidelines, may result in denial or reduction of reimbursement for the applicable project, as determined by the City in its sole discretion.

4.4 Non-Appropriation; Funding Availability

The City's obligations under this MOU are subject to annual appropriation by the City Commission. Funding availability may change during the fiscal year based on budgetary, operational, or policy considerations, and nothing in this MOU shall be construed to create a vested right to funding or a multi-year financial obligation on the part of the City.

5. TERM, SUSPENSION, AND TERMINATION

5.1 Term

This MOU shall be effective upon execution and shall remain in effect through September 30 of the applicable fiscal year, unless earlier suspended or terminated as provided herein.

5.2 Suspension of Specific Projects or Program Activities

The City reserves the right, in its sole discretion, to immediately suspend work on any individual project or category of projects, without suspending or terminating this MOU in its entirety, upon written notice to HFHLS. Such suspension may be based on compliance concerns, safety issues, funding availability, administrative needs, or other reasons determined by the City to be in the public interest.

Suspension of a project or Program activity shall not constitute a breach of this MOU by the City.

5.3 Termination for Convenience

Either Party may terminate this MOU for convenience upon fifteen (15) days' written notice to the other Party. Termination for convenience shall be undertaken in a manner intended to minimize disruption to participating homeowners to the extent reasonably practicable.

5.4 Termination for Cause; Cure

The City may terminate this MOU, or suspend one or more projects, for cause upon written notice to HFHLS if HFHLS fails to comply with the terms of this MOU, Program Guidelines, or applicable law.

Except where immediate action is required to protect public health, safety, or welfare, HFHLS shall be afforded a cure period of ten (10) business days, which may be extended for good cause shown, in writing, in the sole discretion of the City.

During any cure period, the City may withhold payment for the affected project(s) until the deficiency is cured to the City's satisfaction.

5.5 Effect of Suspension or Termination

(a) Projects Not Yet Started. Any project approved but not commenced as of the effective date of a suspension or termination may be cancelled without further obligation of the City.

(b) Projects in Progress. For projects under construction at the time of suspension or termination, HFHLS shall immediately take reasonable steps to secure the site and protect the property. The City may, in its discretion, authorize completion, partial completion, or orderly close-out of such projects.

(c) No Obligation to Fund Unfinished Work. Termination or suspension of this MOU or any project shall not obligate the City to fund unfinished or noncompliant work. The City's payment obligations, if any, shall be limited to eligible, compliant costs incurred prior to the effective date of suspension or termination and approved by the City.

5.6 Loss of Eligibility; Change in Law or Funding

The City may immediately suspend or terminate this MOU, in whole or in part, upon written notice if HFHLS fails to maintain required insurance or licensure, or if there is a material change in applicable law, funding availability, or regulatory requirements that, in the City's determination, materially affects the feasibility or legality of the Program.

6. RISK MANAGEMENT

6.1 Insurance Requirements

HFHLS shall, at its sole cost and expense, procure and maintain insurance coverage with insurers authorized to do business in the State of Florida and rated A- or better by A.M. Best, in the types and minimum amounts required by the City's Risk Manager. Unless otherwise approved in writing by the City, such coverage shall include, at a minimum:

- Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and Employer's Liability insurance with limits of not less than \$500,000;
- Automobile Liability insurance covering owned, hired, and non-owned vehicles with a combined single limit of not less than \$1,000,000 per accident, if vehicles are used in connection with Program activities;
- Umbrella or Excess Liability insurance with limits of not less than \$2,000,000 per occurrence.

The City shall be named as an additional insured on the Commercial General Liability and Automobile Liability policies for both ongoing and completed operations. Such coverage shall be primary and noncontributory with respect to any insurance carried by the City and shall include a waiver of subrogation in favor of the City to the extent permitted by law.

Certificates of insurance evidencing the required coverage shall be provided to the City prior to commencement of any work and upon renewal. HFHLS shall provide the City with at least thirty (30) days' prior written notice of cancellation, non-renewal, or material modification of any required coverage.

6.2 Subcontractors, Employees, and Volunteers

HFHLS shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and volunteers. HFHLS shall ensure that all subcontractors performing work under the Program are properly licensed, insured, and qualified, and shall require such subcontractors to provide lien waivers as a condition of payment.

HFHLS acknowledges that volunteers are not agents or employees of the City, and HFHLS assumes all responsibility for volunteer screening, training, supervision, and safety.

6.3 Indemnification; Sovereign Immunity

To the fullest extent permitted by law, HFHLS shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the negligent acts, errors, or omissions of HFHLS or its officers, employees, subcontractors, or volunteers in connection with the performance of this MOU.

Nothing contained herein shall be construed as a waiver of the City's sovereign immunity or limits of liability under section 768.28, Florida Statutes, or any other applicable law.

6.4 No City Responsibility for Construction Means and Methods

The City shall have no responsibility or liability for construction means, methods, techniques, sequences, procedures, or safety precautions utilized in connection with the Program. HFHLS shall be solely responsible for job-site safety and compliance with applicable occupational safety and health requirements.

7. PUBLIC RECORDS, RECORDS RETENTION, AND AUDIT RIGHTS

7.1 Public Records Compliance

HFHLS acknowledges that it is performing services on behalf of the City in connection with the Program and agrees to comply with the public records requirements of Chapter 119, Florida Statutes, including section 119.0701, Florida Statutes.

If HFHLS has any questions regarding the application of Chapter 119, Florida Statutes, to its duties under this MOU, or regarding compliance with public records obligations, such questions shall be directed to the City's Custodian of Public Records at:

City of Eustis

Custodian of Public Records/City Clerk

Address: 10 N. Grove Street, Eustis, FL 32726

Telephone: (352) 483-5430

Email: cityclerk@eustis.org

HFHLS shall:

- (a) Keep and maintain public records required by the City to perform the services contemplated by this MOU;
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within the timeframes required by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of HFHLS upon termination of this MOU and retain records as otherwise required by law.

7.2 Records Retention

HFHLS shall retain all Program-related records in accordance with applicable Florida records retention schedules, including but not limited to financial records, applicant eligibility documentation, construction records, permits, inspections, and correspondence. Records shall be retained for the longer of the period required by law or five (5) years following final payment for the applicable project.

7.3 Audit, Monitoring, and Access Rights

The City, or its designee, shall have the right, upon reasonable notice, to inspect, review, copy, and audit all records, documents, and data of HFHLS related to the Program for purposes of monitoring compliance with this MOU, Program Guidelines, and applicable law. HFHLS shall cooperate fully with any such audit or review.

Nothing in this section shall be construed to limit the authority of the City, the Auditor General, or any other governmental entity with jurisdiction to access records as permitted by law.

8. PUBLICITY, CONFIDENTIALITY, AND USE OF CITY IDENTITY

8.1 Publicity and Communications

HFHLS may acknowledge the existence of the partnership created by this MOU for general informational purposes; however, any press releases, media statements, publications, social media posts, marketing materials, or other public communications that reference the Program or the City shall require the prior written approval of the City.

HFHLS shall not use the City's name, logo, seal, trademarks, or other identifying symbols in any manner that suggests City endorsement of HFHLS or its activities beyond the scope of this Program, nor in any political or advocacy-related materials.

8.2 Homeowner Privacy and Consent

HFHLS shall not disclose, publish, or use any homeowner's name, image, likeness, address, story, or other personally identifiable information in connection with the Program without the prior written consent of the homeowner and the City's approval. Any such use shall be limited to the specific purpose authorized and shall comply with applicable privacy laws.

8.3 Confidential and Exempt Information

HFHLS shall protect from disclosure any information that is confidential or exempt from public records disclosure under Florida law and shall not release such information except as authorized by the City or required by law. HFHLS shall immediately notify the City of any request, inquiry, or demand for disclosure of confidential or exempt information related to the Program.

8.4 No Implied Endorsement

Nothing in this MOU shall be construed to authorize HFHLS to represent that the City endorses HFHLS, its programs, or its fundraising activities. HFHLS shall ensure that all public references to the Program are accurate and do not create any misleading impression regarding the City's role or responsibilities.

9. INDEPENDENT CONTRACTOR; NO AGENCY; NO THIRD-PARTY BENEFICIARIES

9.1 Independent Contractor Status

HFHLS is and shall remain an independent contractor in the performance of this MOU. Nothing contained herein shall be deemed or construed to create a partnership, joint venture, agency, or employment relationship between the City and HFHLS, or between the City and any officer, employee, subcontractor, or volunteer of HFHLS.

HFHLS shall have no authority to bind the City, to incur obligations on behalf of the City, or to represent that it has any such authority.

9.2 No Control Over Means and Methods

The City shall not exercise control over, nor be responsible for, the means, methods, techniques, sequences, or procedures by which HFHLS performs the services contemplated by this MOU. Any review or approval by the City of plans, scopes of work, or documentation shall be for the limited purpose of program compliance and shall not be construed as supervision or control of HFHLS's work.

9.3 No Third-Party Beneficiaries

Nothing in this MOU is intended to, nor shall it be construed to, create any right, benefit, or cause of action in or on behalf of any third party, including but not limited to Program participants, property owners, subcontractors, suppliers, lenders, or volunteers. All duties and obligations under this MOU are owed solely between the Parties.

10. GENERAL PROVISIONS

10.1 Warranty and Correction of Work

HFHLS shall provide a minimum one (1) year workmanship warranty for all repairs performed under the Program. HFHLS shall, at no cost to the City, promptly correct any defects in workmanship identified during the warranty period.

10.2 Conflicts of Interest

HFHLS shall not perform Program-funded work on any property owned by HFHLS officers, directors, employees, or volunteers, or by any City official or City employee, unless such interest is fully disclosed in advance and approved in writing by the City Manager or the City Manager's designee.

10.3 Suspension of New Work

The City reserves the right, in its sole discretion, to suspend acceptance of new Program applications or projects at any time due to funding limitations, compliance concerns, changes in law, or other operational or policy considerations, without such suspension constituting a breach of this MOU.

10.4 E-Verify Compliance

Pursuant to section 448.095, Florida Statutes, HFHLS shall register with and use the federal E-Verify system to verify the employment eligibility of all newly hired employees. HFHLS shall require all subcontractors performing work under this MOU to comply with section 448.095, Florida Statutes. Failure to comply with this section shall constitute a material breach of this MOU.

10.5 Assignment

HFHLS shall not assign, transfer, or subcontract this MOU or any portion thereof without the prior written consent of the City, which may be granted or withheld in the City's sole discretion. Any attempted assignment without such consent shall be void.

10.6 Compliance with Laws

HFHLS shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of this MOU.

10.7 Governing Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action arising out of this MOU shall lie exclusively in Lake County, Florida.

10.8 Severability

If any provision of this MOU is held invalid, illegal, or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

10.9 Waiver

The failure of the City to insist upon strict performance of any provision of this MOU shall not be deemed a waiver of the City's right to enforce such provision at a later time.

10.10 Entire Agreement; Amendments

This MOU constitutes the entire agreement between the Parties and supersedes all prior negotiations or agreements. This MOU may be amended only by written instrument approved by the City Commission or by the City Manager if authorized by Commission action.

10.11 Authorized City Representative

The City Manager, or the City Manager's designee, is hereby designated as the City's authorized representative for purposes of administering this MOU, including approving Program Guidelines, project approvals, suspensions, extensions, and other administrative actions consistent with this MOU and any applicable City Commission authorization.

10.12 Notices

All notices required or permitted under this MOU shall be in writing and shall be deemed given when delivered personally, sent by recognized overnight courier, sent by certified mail (return receipt requested), or sent by electronic mail as provided below.

Electronic mail notice shall be deemed received only if (i) a reply is sent by the recipient acknowledging receipt, or (ii) a read-receipt or other electronic confirmation of receipt is generated and received by the sender.

Notices shall be sent to the following addresses, or to such other address as a Party may designate by written notice:

If to the City:

City of Eustis

Attention: City Manager (or designee)

Address: 10 N. Grove Street, Eustis, FL 32726

Email: carrinot@eustis.org

If to HFHLS:

Habitat for Humanity of Lake-Sumter, Florida, Inc.

Attention: President & CEO

Address: 906 Avenida Central, The Villages, FL 32159

Email: Danielle@habitatls.org

10.13 Counterparts; Electronic Signatures

This MOU may be executed in counterparts, each of which shall be deemed an original, and signatures transmitted electronically or by PDF shall be deemed original signatures.

11. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this MOU by their duly authorized officials.

CITY OF EUSTIS

By: _____ Date: _____
Tom Carrino, City Manager

HABITAT FOR HUMANITY OF LAKE-SUMTER, FLORIDA, INC.

By: _____ Date: _____
Danielle Stroud, President & CEO



City of Eustis

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

TO: City of Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: January 22, 2026

RE: **Explanation of Ordinances for Annexation of Parcel with Alternate Key Number 1213835**

Ordinance Number 25-34: Voluntary Annexation

Ordinance Number 25-35: Comprehensive Plan Amendment

Ordinance Number 25-36: Design District Assignment

SECOND READING

Ordinance Number 25-34: Voluntary Annexation of Parcel with Alternate Key Number 1213835

Introduction:

Ordinance Number 25-34 provides for the voluntary annexation of approximately 5.6 acres, located on the North Side of County Road 44 and east of State Road 19 (Alternate Key Number 1213835).

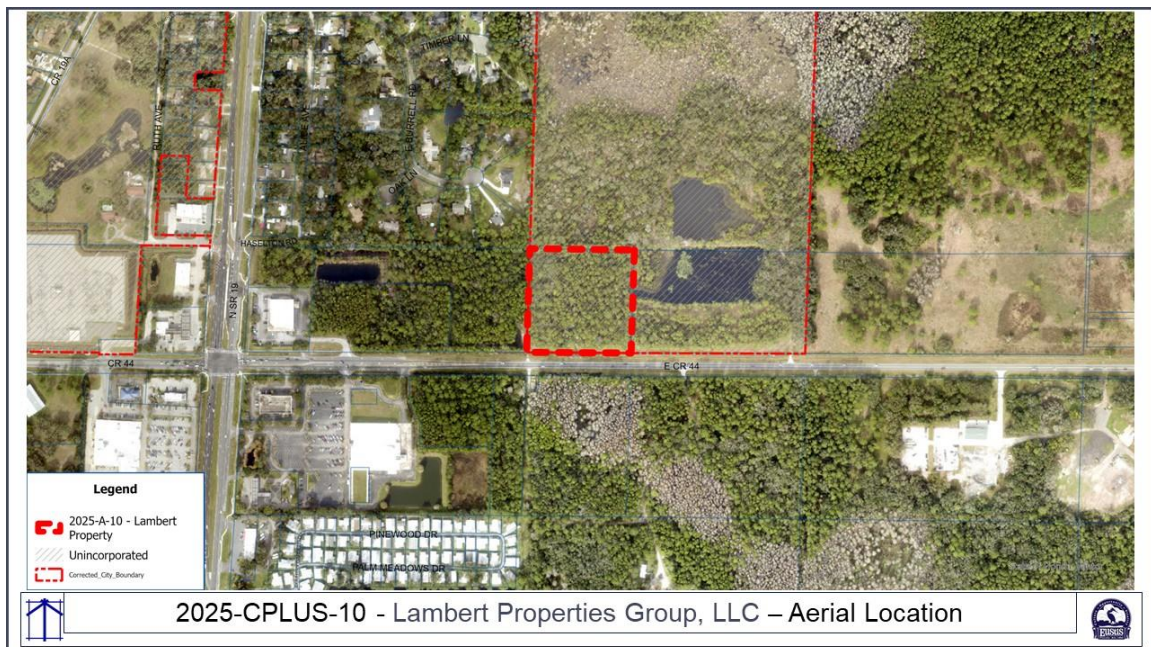
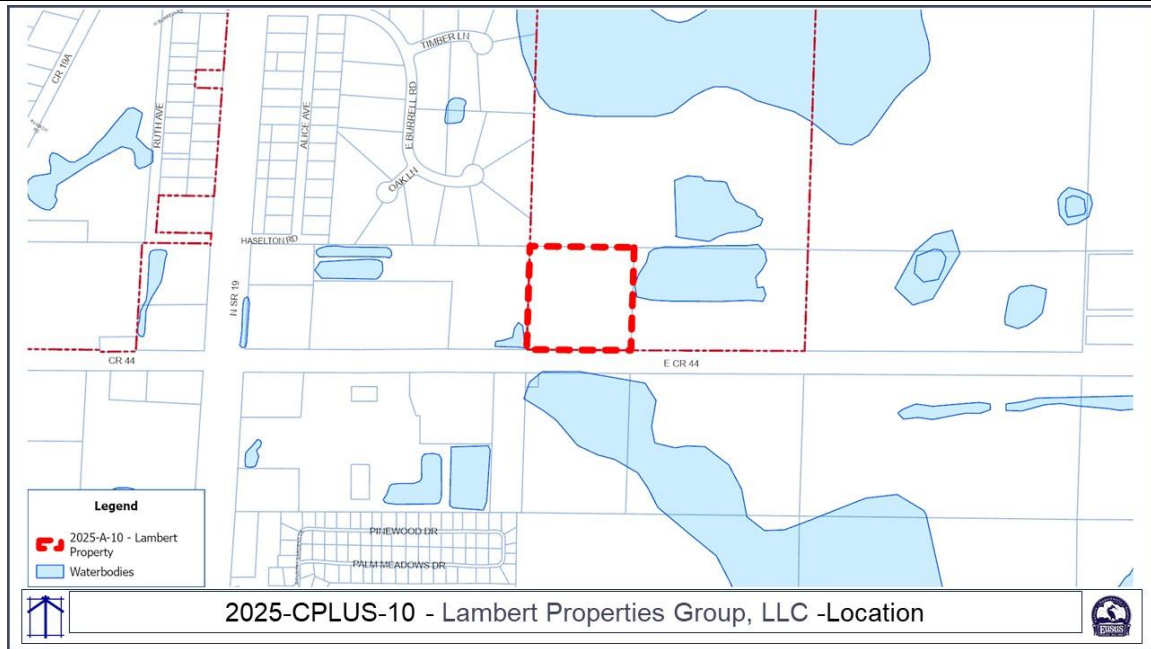
Provided the annexation of the subject property is approved, Ordinance Number 25-35 would change the future land use designation from Urban Low in Lake County to Mixed Commercial Industrial (MCI) in the City of Eustis. If Ordinance Number 25-34 is denied, then there can be no consideration of Ordinance Number 25-35.

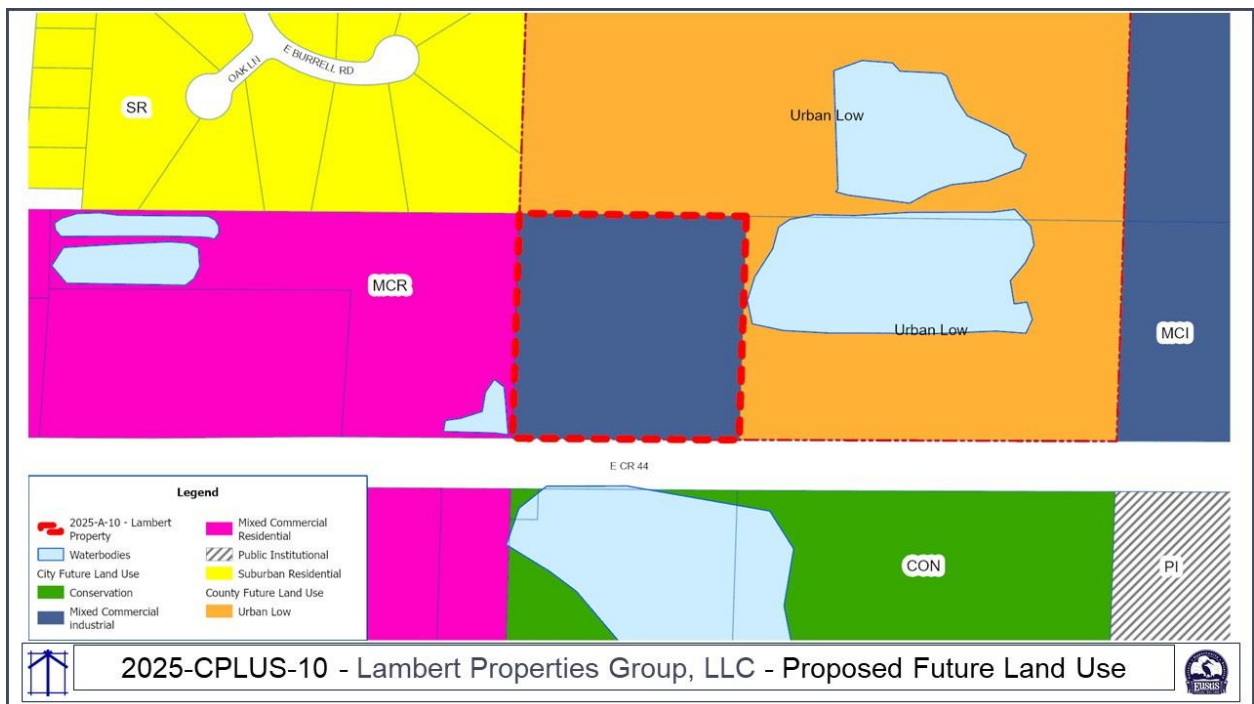
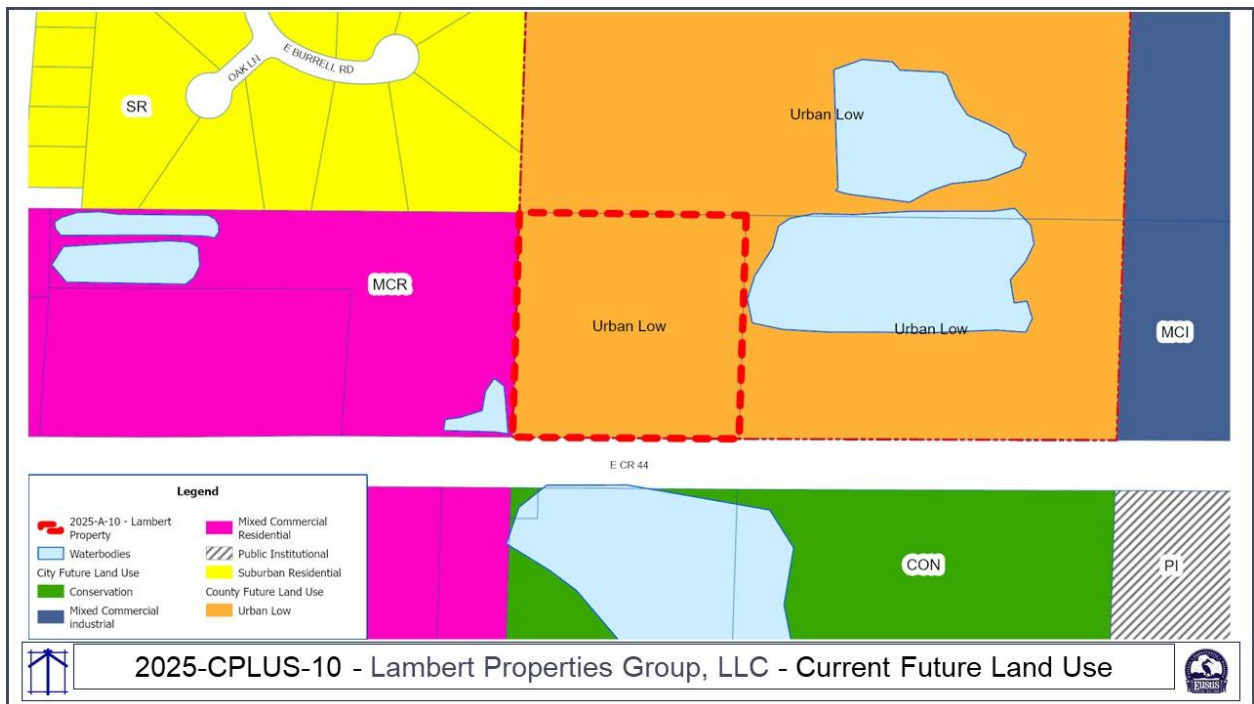
Background:

1. The site contains approximately 5.6 +/- acres and is located within the Eustis-Lake County Joint Planning Area. The property is currently vacant— Source: *Lake County Property Appraisers' Office Property Record Card Data*.
2. The site is entirely contiguous with the City on all sides.
3. The County Zoning for the property is R-6 (Urban Residential), which permits medium-density single-family and multi-family development under Lake County Urban Residential Zoning regulations.
4. The applicant seeks the MCI (Mixed Commercial/Industrial) land use designation.

Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Vacant	Urban Low (Lake County)	N/A
North	Vacant	MCI	Suburban Corridor/Rural Neighborhood
South	Trout Lake Nature Center	CON	Conservation
East	Vacant	MCI	Suburban Corridor/Rural Neighborhood
West	Single-family	SR	Rural Neighborhood





Applicant's Request

The property owner, Lambert Properties Group, LLC, wishes to annex the property, change the future land use to Mixed Commercial Industrial (MCI), and assign a design district of Suburban Corridor.

The property currently holds a Lake County land use designation of Urban Low and a zoning classification of R-6 (Urban Residential). Under Lake County regulations, these designations permit

multi-family development at densities of up to 4 dwelling units per acre, as well as professional services and limited commercial activities.

The applicant is seeking a Mixed Commercial/Industrial (MCI) land use designation within the City of Eustis. This designation allows for a maximum Floor Area Ratio (FAR) of 2.5 and permits most commercial uses. However, industrial type uses typically require conditional use approval from the City Commission.

The requested MCI designation aligns with the land use designations of neighboring properties.

Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 25-35)

In Accordance with Florida Statutes Chapter 163.3177.9, to discourage urban sprawl, the Florida Statutes outlines the Primary Indicators of Sprawl. Staff has reviewed these indicators and finds that the proposed annexation and assignment of Future Land Use does not contradict the intent of the primary indicators of sprawl as outlined. The outline and summary of these indicators is included in supplement to this report.

Per the City of Eustis Comprehensive Plan Future Land Use Element Appendix

Staff has assessed the proposed amendment to the City of Eustis Comprehensive Plan Future Land Use map relating to the development patterns described and supported within the Plan, including conditions and impacts to utility infrastructure, transportation infrastructure, natural features, and the environment. Staff review finds that the proposed assignment of the Mixed Commercial Industrial (MCI) future land use will not result in impacts that will cause detriment beyond current patterns. The outline and summary of this analysis are included as a supplement to this report.

Recommended Action:

Development Services finds the proposed Future Land Use designation consistent with the Comprehensive Plan, Land Development Regulations, and surrounding and adjacent land uses; therefore, staff recommends approval.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 25-34 (Annexation), 25-35 (Comp. Plan Amendment) and/or 25-33 (Design District Designation).
2. Deny Ordinance Numbers 25-34, 25-35, and 25-36.

Budget/Staff Impact:

See attached Business Impact Estimate

Business Impact Estimate:

Exempt from this Requirement per F.S. 164.041(4)(c)7.b. (*Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality*)

Prepared By:

Kyle Wilkes, AICP, Senior Planner

Reviewed By:

Jeff Richardson, AICP, Deputy Director, Development Services

Mike Lane, AICP, Development Services Director

Miranda Burrowes, Assistant City Manager

ORDINANCE NUMBER 25-34

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 5.6 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1213835, GENERALLY LOCATED NORTH OF COUNTY ROAD 44 AND EAST OF STATE ROAD 19.

WHEREAS, Logan Wilson, as the applicant for Lambert Properties Group, LLC, the legal owner of record, has made an application for voluntary annexation of approximately 5.6 acres of real property located North of County Road 44 and East of State Road 19, more particularly described as:

Parcel Alternate Keys: 1213835

Parcel Identification Number: 35-18-26-0004-000-03600

Legal Description:

W 495 FT OF SW 1/4 OF SE 1/4 LYING N OF SR 452A ORB 6164 PG 910

(The foregoing legal description was created via optical character recognition from the applicant's PDF submittal and has not been verified for accuracy); and

WHEREAS, the subject property is reasonably compact and contiguous; and

WHEREAS, the annexation of this property will not result in the creation of enclaves;
and

WHEREAS, the subject property is located within the City of Eustis Planning Area, and water service is available to the property; and

WHEREAS, on December 9, 2025, the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on January 22, 2026, the City Commission held the 2nd Public Hearing to consider the voluntary annexation of the property contained herein

NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS HEREBY ORDAINS:

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 5.6 acres of real property, as described above.

A map depicting the location of the annexed property described above is attached hereto as Exhibit "A".

SECTION 2.

That the Director of Development Services shall be authorized to amend the City of Eustis Boundary Map to incorporate the change described in Section 1.

SECTION 3.

That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4.

That upon final passage and adoption, the City Clerk is hereby directed to file a copy hereof with the Clerk of the Circuit Court, the County Manager for Lake County, Florida, and the Department of State for the State of Florida within 7 days after the adoption of such ordinances.

SECTION 5.

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

SECTION 6.

That this Ordinance shall become effective upon passing.

SECTION 7.

That the property annexed in this Ordinance is subject to the Future Land Use Element of the Lake County Comprehensive Plan until the City adopts the Comprehensive Plan Amendment to include the annexed parcel in the City Comprehensive Plan.

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 22nd day of January 2026.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged, by means of physical presence, before me this 22nd day of January 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

City Attorney's Office

Date

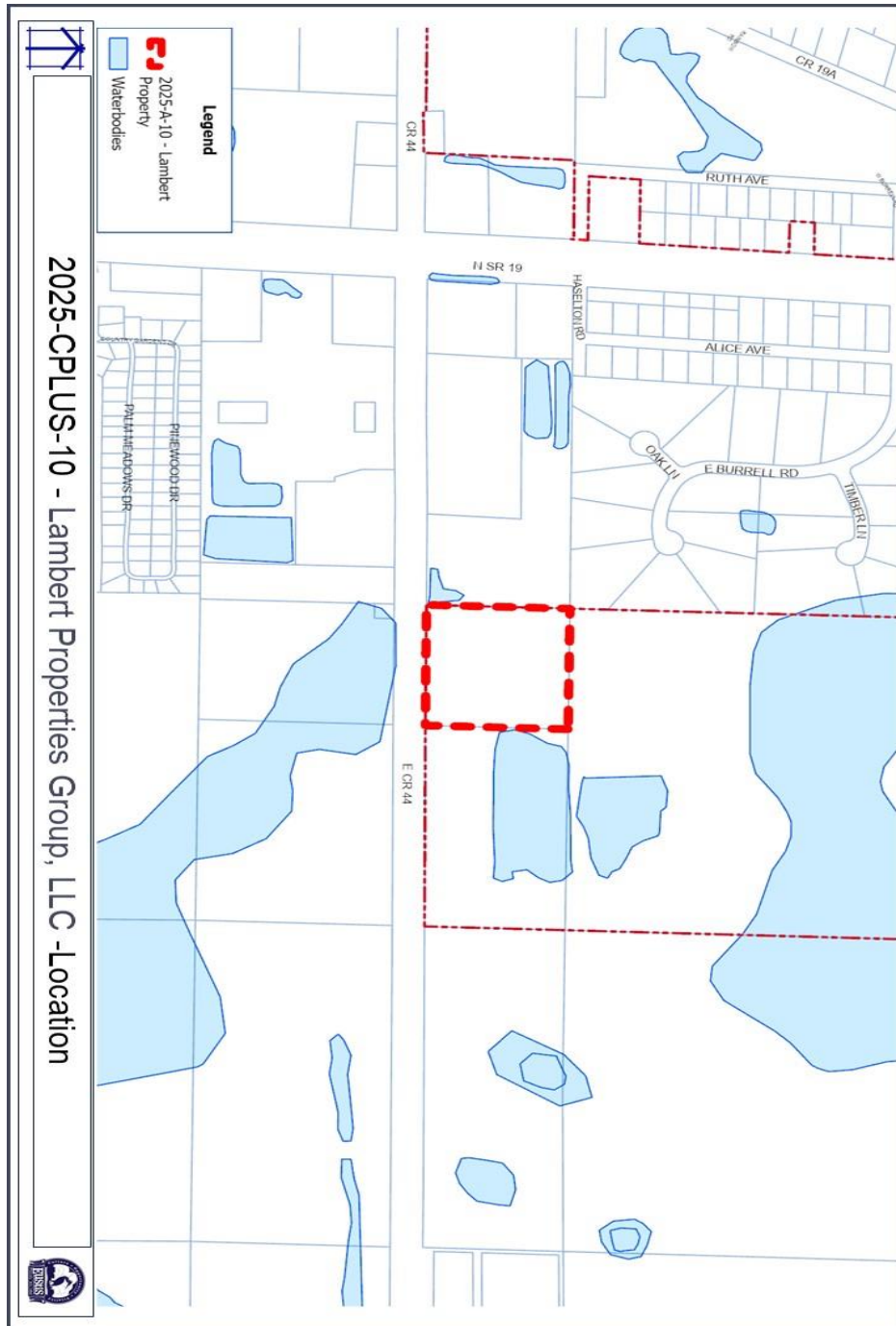
CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-34 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A

GENERAL LOCATION MAP



Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 25-35**)

In Accordance with Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl: Primary Indicators of Sprawl:

The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

Review of Indicators

1. Low Intensity Development:

Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

The subject property is located within the Joint Planning Area. Urban services with adequate capacity are available to serve future development, consistent with the requested MCI future land use designation.

2. Urban Development in Rural Areas:

Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

This indicator does not apply. The subject property is located in a corridor with a mixture of uses, including MCI designations and residential and commercial uses to the west.

3. Strip or Isolated Development:

Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

This indicator does not apply. The site is bordered by residential development to the north and west, mixed commercial/industrial designations to the east, and a conservation area to the south.

4. Natural Resources Protection:

Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

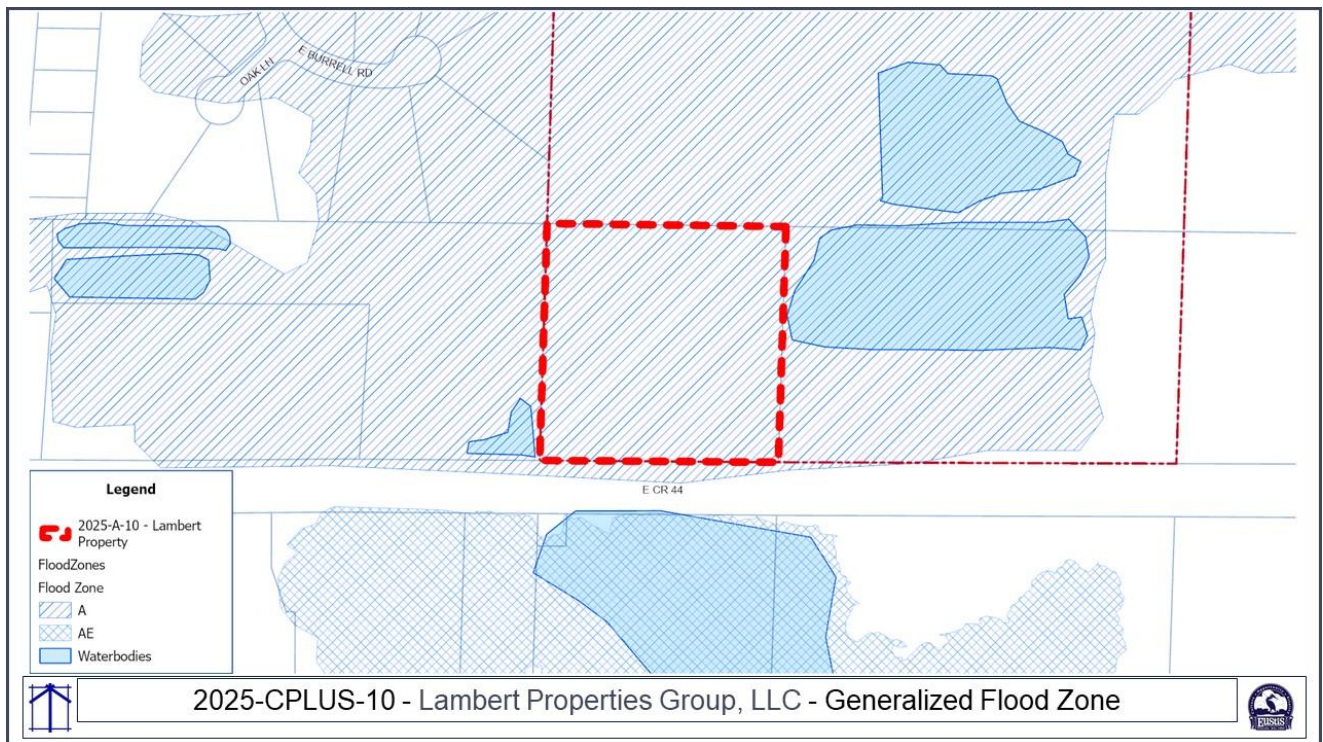
The subject property is in a floodplain and does contain wetland areas.

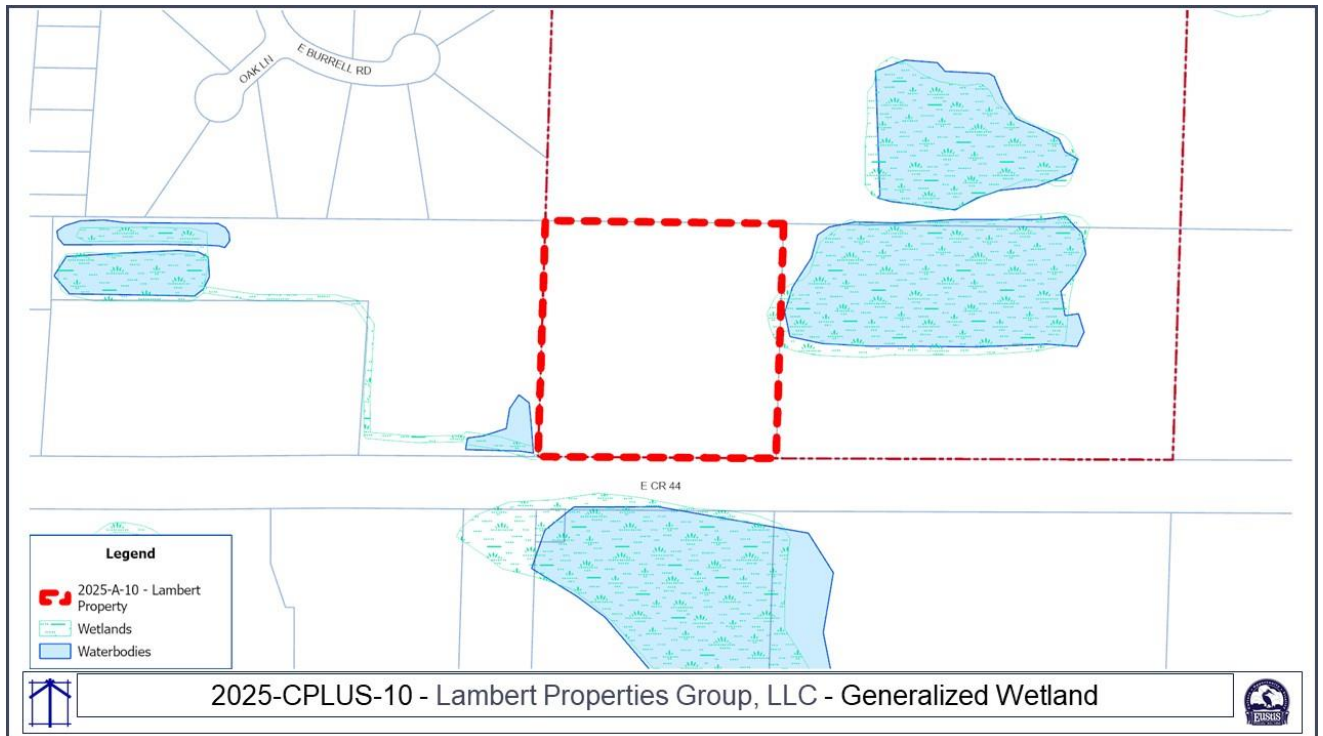
Comprehensive Plan Policy CON 1.4 states that land development shall not be permitted in the 100-year floodplain unless the following criteria are met:

- a. Public wastewater service is provided. Alternatively on-site waste disposal may be used only where is permissible by state and local agencies having***

jurisdiction and where public sewer is unavailable and is not included in the current 5-year Capital Improvements Plan;

- b. Gross residential development is less than 2 units per acre;**
- c. Public water service is provided;**
- d. Wetlands and other designated environmentally sensitive resources are not displaced;**
- e. Impervious surfaces in a development, including road pavement, are limited to 25%; and**
- f. There is no net loss of flood storage capacity.**





5. Agricultural Area Protection:

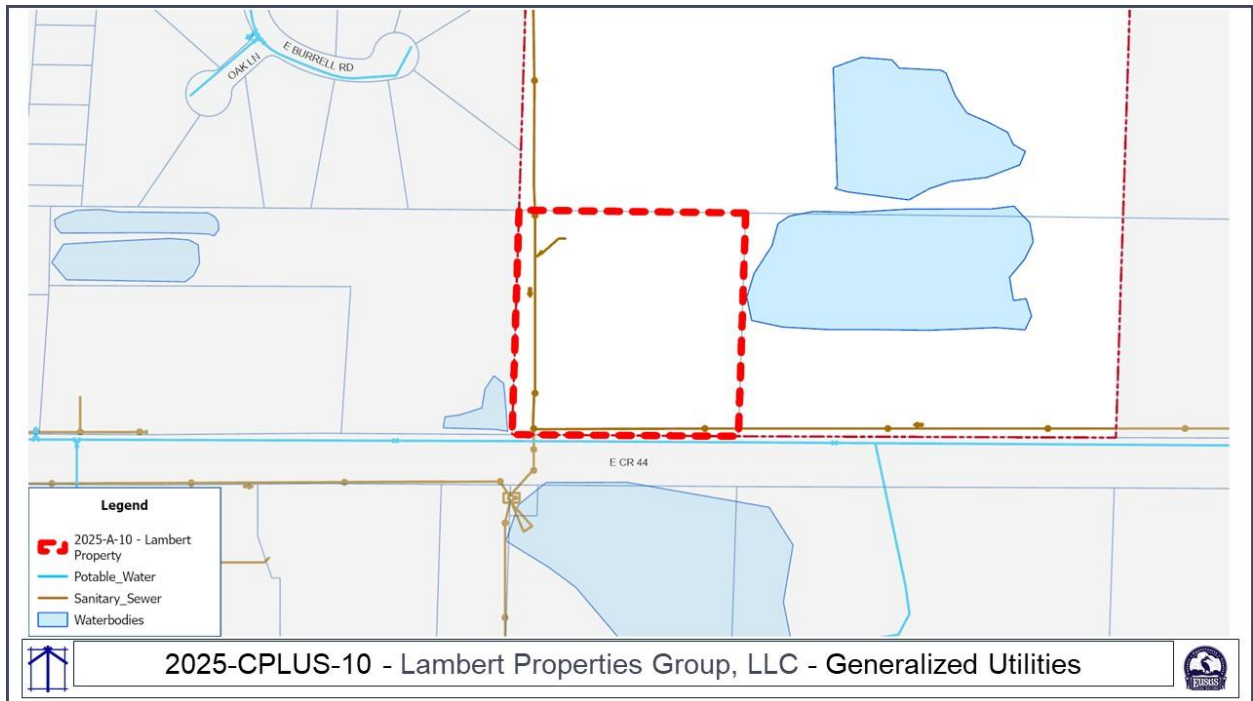
Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

This indicator does not apply. The site and surrounding areas do not include active agricultural or silviculture operations. The location lies within a developed area that is continuing to undergo further development.

6. Public Facilities:

Fails to maximize use of existing public facilities and services.

This indicator is not applicable as city water is available to the property. Development of this parcel will maximize the use and efficiency of City water service. City sewer is available to the property and will be addressed via the site development process.



7. Cost Effectiveness and Efficiency of Public Facilities:

Allows for land use patterns or timing that disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

This indicator does not apply as there is adequate capacity to accommodate both existing and future development aligned with the requested MCI future land designation. The city already provides these services to other properties within the area, which will further efficiency.

8. Separation of Urban and Rural:

Fails to provide a clear separation between rural and urban uses.

This indicator does not apply. No nearby properties contain active agricultural activities or uses. The surrounding area is either developed or has development entitlements, featuring a mix of suburban and rural densities and intensities. The mixed-use nature of the MCI land use designation and the Suburban Corridor Design District align well with the established development pattern. Environmental constraints on the site may pose challenges to meeting Comprehensive Plan policies for natural resource protection, but these will be addressed during the site plan review process.

9. Infill and Redevelopment:

Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

This indicator does not apply.

Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. This property is surrounded by a mix of residential and non-residential uses, with MCI designations located immediately adjacent to the property to the east.

10. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

The site constraints and environmental factors on the property may make it difficult to ensure any linkages between related uses. However, these will be reviewed during the review of future proposed development of the property.

11. Open Space:

Results in the loss of significant amounts of functional open space.

This indicator does not apply. The site lacks functional open space and is not linked to regionally significant open space.

12. Urban Sprawl:

The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

a. Direction of Growth:

Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The site is adjacent to established urban, suburban, and rural development areas. While environmental constraints may present difficulty in meeting Comprehensive Plan policies for natural resource protection, these challenges will be addressed during the site plan review process.

b. Efficient and Cost-Effective Services:

Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Water and sewer service is available.

c. Walkable and Connected Communities:

Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

During development, the site must comply with the City's Land Development Regulations concerning connectivity and sidewalks. However, County Road 44, which is not part of the City's infrastructure, currently lacks a sidewalk system, making interconnectivity with existing and future uses a challenge.

- d. Water and Energy Conservation:
Promotes the conservation of water and energy.

At time of site development, the property must adhere to City development standards and Florida Building Code requirements, ensuring the use of energy and water-efficient appliances.

- e. Agricultural Preservation:
Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Not applicable; this site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed residential and non-residential area.

- f. Open Space:
Preserves open space and natural lands and provides for public open space and recreation needs.

Open space will be finalized during the site plan review process to ensure the preservation of natural resource features and functions. This assessment will prioritize the protection of wildlife habitats, substantial buffering for natural wetlands and water bodies, and the establishment of greenway corridors.

- g. Balance of Land Uses:
Creates a balance of land uses based upon the demands of the residential population for the nonresidential needs of an area.

The proposed land use allows for both commercial and industrial type uses like those to the east.

- h. Urban Form Densities and Intensities:
Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl, or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Not applicable.

In Accordance with the Comprehensive Plan Future Land Use Element Appendix:

All applications for a Plan amendment relating to the development patterns described and supported within the Plan including, but not limited to, site specific applications for changes in land use designations, are presumed to involve a legislative function of local government which, if approved, would be by legislative act of the City and shall, therefore, be evaluated based upon the numerous generally acceptable planning, timing, compatibility, and public facility considerations detailed or inferred in the policies of the Plan. Each application for an amendment to the Map #1: 2035 Future Land Use Map by changing the land use designation assigned to a parcel of property shall also be reviewed to determine and assess any significant impacts to the policy structure on the Comprehensive Plan of the proposed amendment including, but not limited to, the effect of the land use change on either the internal consistency or fiscal structure of the Plan.

Major Categories of Plan Policies:

This Plan amendment application review and evaluation process will be prepared and presented in a format consistent with the major categories of Plan policies as follows:

1. General Public Facilities/Services:

Since the Plan policies address the continuance, expansion and initiation of new government service and facility programs, including, but not limited to, capital facility construction, each application for a land use designation amendment shall include a description and evaluation of any Plan programs (such as the effect on the timing/financing of these programs) that will be affected by the amendment if approved. This analysis shall include the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The facilities and services required for analysis include emergency services, parks and recreation, potable water, public transportation if and when available, sanitary sewer, schools, solid waste, stormwater, and the transportation network.

a. Emergency Services Analysis:

Eustis emergency services already provide emergency response to other properties in the area. Development in line with the MCI Future land use designation is not anticipated to significantly affect the operational efficiency of Eustis emergency services.

b. Parks & Recreation:

Not applicable. The proposed MCI land use is non-residential.

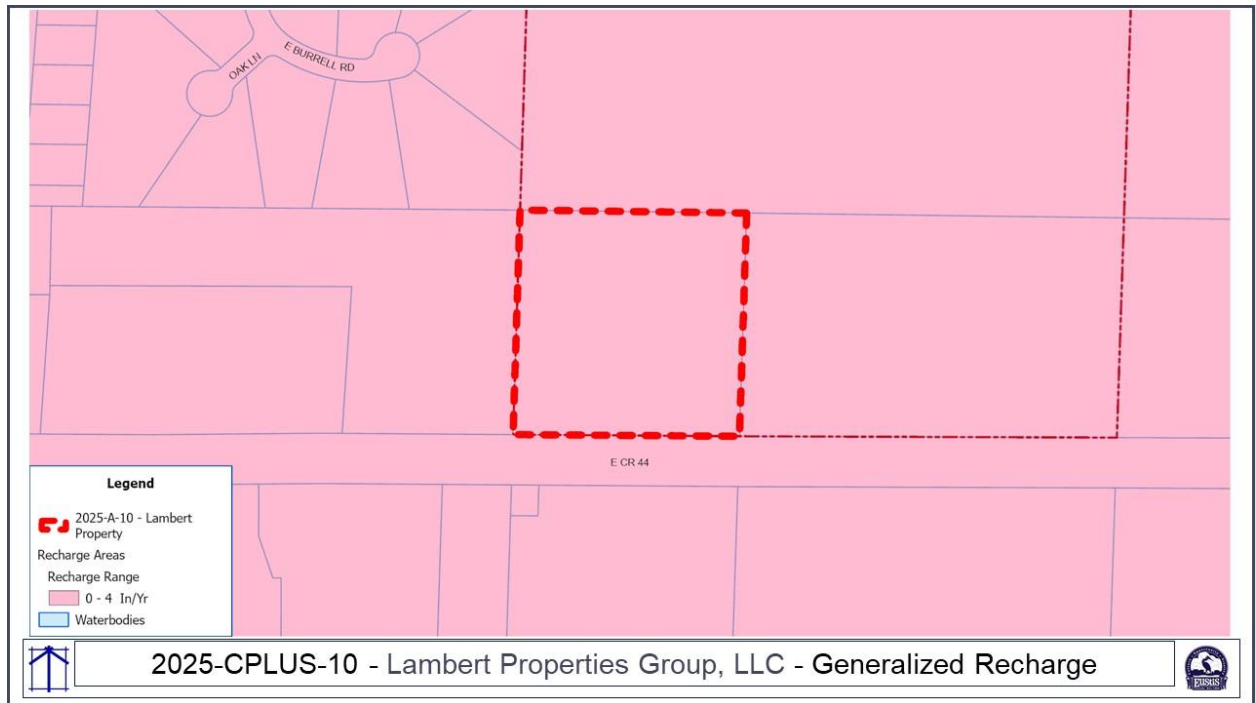
- c. Potable Water & Sanitary Sewer:
Water and sewer are available to the subject property. Both water and sewer systems have adequate capacity to serve the site.
- d. Schools:
The proposed MCI request is non-residential in nature, therefore the change should not negatively impact schools.
- e. Solid Waste:
The City collaborates with Waste Management for solid waste collection, and the company already services the properties in the vicinity of the site. Providing service to this property will promote service delivery efficiency.
- f. Stormwater:
The Comprehensive Plan and Land Development Regulations include the level of service (LOS) standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.
- g. Transportation Network Analysis:
The proposed non-residential development is expected to have no adverse effects on the existing transportation system. Currently, the adjacent transportation network has sufficient capacity to accommodate the proposed MCI property, even at full development standards.

2. Natural Resources/Natural Features:

The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Specifically, each amendment will be evaluated to 1) determine the existence of groundwater recharge areas; 2) the existence of any historical or archaeological sites; 3) the location of flood zones and the demonstration that the land uses proposed in flood-prone areas are suitable to the continued natural functioning of flood plains; and 4) the suitability of the soil and topography to the development proposed.

a. Groundwater recharge areas:

The site may be within a recharge area; a site-specific geotechnical and hydrological study will be needed to determine the site-specific impact at the time of development. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.



b. Historical or archaeological sites:

The City does not have any record of Florida Master Site Files related to this property and no known historical or cultural resources exist.

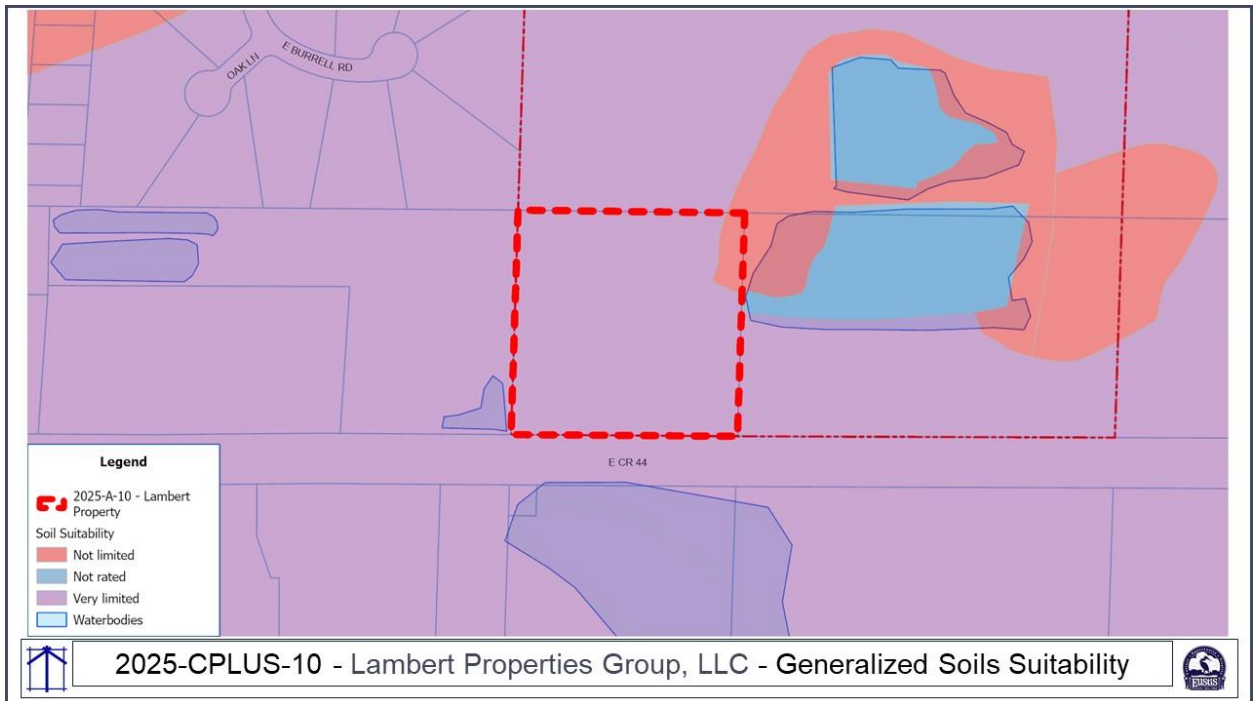
c. Flood zones:

The subject property is impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones.

d. Soil and topography:

Soils appear to be suitable for development. At the development application stage, soils and geotechnical reports will be required as part of the application packages, as well as for permitting for development with the applicable state agencies.

As building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should conditions at the time of development warrant such protection.



3. Comprehensive Plan Review:

Additional criteria and standards are also included in the Plan that describe when, where and how development is to occur. Plan development policies will be used to evaluate the appropriateness of the compatibility of the use, intensity, location, and timing of the proposed amendment.

Existing Land Use According to the Lake County Comprehensive Plan:

Policy I-1.3.2 Urban Low Density Future Land Use Category

The Urban Low Density Future Land Use Category provides for a range of residential development at a maximum density of four (4) dwelling units per net buildable acre in addition to civic, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use, unless permitted as an Economic Development Overlay District use.

This category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities.

Within this category any residential development in excess of 10 dwelling units shall be required to provide a minimum 25% of the net buildable area of the entire site as common open space. The maximum intensity in this category shall

be 0.25, except for civic uses and Economic Development Overlay District uses, which shall be 0.35. The maximum Impervious Surface Ratio shall be 0.60.

TYPICAL USES INCLUDE:

- *Residential;*
- *Nursing and personal care facilities;*
- *Civic uses;*
- *Residential professional offices;*
- *Passive parks;*
- *Religious organizations;*
- *Day care services;*
- *Schools;*
- *Commerce uses, including: services, retail trade, finance, insurance and real estate as allowed pursuant to Policy I-1.3.10 Commercial Activities within the Urban Future Land Use Series; and*
- *Public order and safety; and*
- *Economic Development Overlay District Uses for properties included within the Economic Development Overlay District (Map 20, Future Land Use Map Series), and subject to Objective I-6.5.*

TYPICAL USES REQUIRING A CONDITIONAL USE PERMIT:

- *Active parks and recreation facilities;*
- *Light industrial such as manufacturing, wholesale trade, transportation, communications, electric, gas and sanitary services shall require a conditional use permit, unless the proposed use is permitted as an Economic Development Overlay District use. Light industrial conditional use activities are limited to those without off-site impacts and takes place primarily within an enclosed building;*
- *Animal specialty services;*
- *Mining and resource extraction;*
- *Hospitals; and*

Analysis of Design District Request (**Ordinance Number 25-36**):

Form-Based Code:

The City's Land Development Regulations are a form-based code. Design districts are unique to form-based codes. Lake County still uses traditional Euclidean zoning, so there are no design districts for parcels in unincorporated Lake County. When a parcel annexes into the City of Eustis, the City must assign a consistent design district that follows the urban, suburban and rural transect

1. *Standards for Review:*

The Land Development Regulations include the following standards for review of an amendment to the Design District Map. In approving a change in the designation, the City Commission shall consider: Whether the amendment is in conflict with any applicable provisions of the Code.

a. Section 102-17(a) "...Section 109-3 Design Districts:

identifies the definition, structure, and form of each design district. The assignment of design district must follow the district pattern and intent."

The requested amendment assigns a newly annexed parcel a designation that meets the district pattern and intent (Suburban Corridor). The Suburban development pattern and intent, and the Suburban Corridor definition, structure, and form description are stated below. The assignment of a Suburban Corridor design district designation is appropriate due to the established and proposed development patterns in the area.

b. Sec. 109-5.5. Suburban development pattern intent statements:

Intent. Suburban development pattern...relies primarily on a pattern of residential development that provides the majority of property owners with substantial yards on their own property. The street layout, comprised of streets with fewer vehicular connections, helps to reduce cut-through traffic and establishes distinct boundaries for residential communities/subdivisions. Each land use provides for pedestrian and bicycle connections.

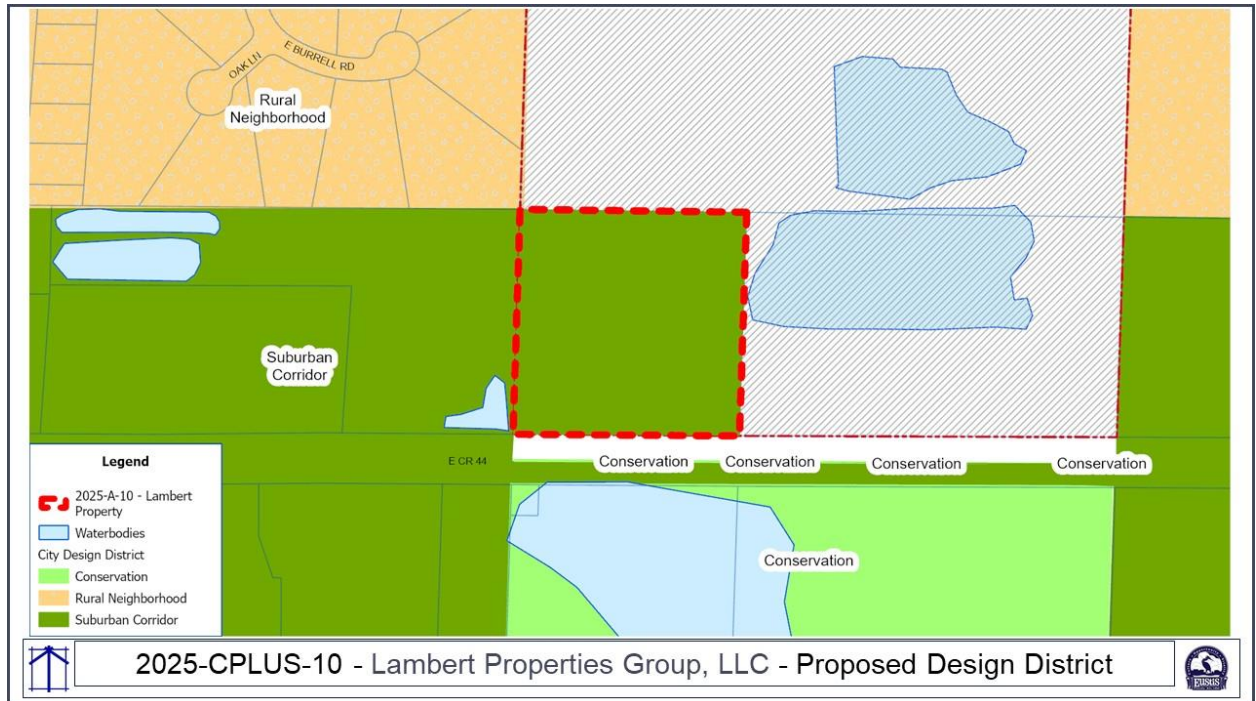
Design districts – Suburban Corridor

a. Definition. Linear concentrations of typically commercial uses, predominately auto-oriented uses. The parcel size ranges from large areas of depth to shallow in nature, compatible with the adjacent neighborhoods.

b. Structure. The street system is designed to accommodate the density, intensity, and form of suburban development and provides functional connections that link neighborhoods to shopping areas.

c. Form. Predominately single-use areas that may include a mix of uses, retail, and residential.

The Suburban development patterns statement above indicates that residential uses are primarily located on streets with fewer vehicle connections. A Suburban Corridor designation follows the district pattern and intent outlined in the Land Development Regulations and is consistent with the existing transect in the area.



c. Section 102-17(a)

The following guidelines must be followed when proposing the reassignment of a design district:

Compatible intensities should face across streets. Changes in design districts should occur along rear alleys or lanes or along conservation edges.

Reassignment is not being proposed; a Eustis design district designation must be assigned to annexed property; the proposed design district is compatible with the surrounding design districts.

d. Consistent with Comprehensive Plan:

Whether the proposed amendment is consistent with all elements of the comprehensive plan.

The requested amendment is consistent with the Future Land Use element (including Policy FLU 1.2.4, Development Patterns, and FLU 1.3.2. Maintain Residential Compatibility), as well as all other elements of the Comprehensive Plan.

e. *Consistent with Surrounding Uses:*

Whether, and the extent to which, the proposed design district is consistent with existing and proposed land uses.

The Suburban Corridor definition, structure, and form are compatible with the existing uses and any proposed uses permitted under the MCI future land use designation.

f. *Changed Conditions:*

Whether there have been changed conditions that justify amending the design district.

The subject property is proposed for annexation, and a design district assignment is necessary. The conditions have changed from land located in unincorporated Lake County without central services to a site within the City of Eustis with municipal services.

g. *Public Facilities.*

Whether, and the extent to which, the proposed redistricting would result in demands on public facilities, and whether, or to the extent to which, the proposed change would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.

A redistricting is not proposed. Assigning a design district to an annexation property will not change the demand impact on public facilities. The Future Land Use designation controls the density and intensity permitted on the site, so the Design District map amendment would not result in impacts beyond that already anticipated. Also, see the analysis of public facilities in the above sections of this report.

h. *Impact on Environment:*

Whether, and the extent to which, the redistricting would result in significant impacts on the natural environment.

The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation controls the density, intensity, and minimum open space permitted on the site, so the Design District amendment would not result in additional impacts on the natural environment. As building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should conditions at the time of development warrant such protection.

i. Property Values:

Whether, and the extent to which, the proposed redistricting would affect the property values in the area.

Redistricting is not being proposed; a City of Eustis design district designation must be assigned to the annexed property. This request should not affect property values because the proposed Design District designation is consistent with the surrounding development patterns and design districts.

j. Orderly Development Pattern:

Whether, and the extent to which, the proposed redistricting would result in an orderly and logical development pattern.

The request is the assignment of a design district to an annexation parcel, not redistricting. However, the proposed Design District designation is consistent with the suburban development pattern identified in Section 109-5.5 of the Land Development Regulations. Assignment of the requested designation will result in a more orderly and logical development pattern, making the designation consistent with the surrounding area designations and established development patterns.

k. Public Interest and Intent of Regulations:

Whether the proposed redistricting would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

The request is the assignment of a design district to an annexation parcel, not redistricting. The proposed Design District is not in conflict with the public interest and reflects the purpose and intent of the regulations.

l. Other Matters:

Any other matters that may be deemed appropriate by the city commission, in review and consideration of the proposed redistricting.

The request is the assignment of a design district to an annexation parcel, not redistricting. The City's Land Development Regulations are a form-based code. The Design District designations define the development form, but not the types of land use, densities, intensities, or required open space. The districts, therefore, must be consistent and follow the urban, suburban, and rural transects. This request assigns a Suburban Corridor design district designation to an annexation parcel, which is consistent with the existing transect.

Applicable Policies and Codes

1. Resolution Number 87-34

Joint Planning Area Agreement with Lake County: “The City and the County agree that the unincorporated areas adjacent to the City might be appropriately served by urban services provided by the City, and might therefore be annexed into the City in accordance with State law..... The City agrees to annex property in accordance with State law and provide adequate urban services and facilities to serve those areas within the Joint Planning Area.”

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

- a. “The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.”
- b. “Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”

Comprehensive Plan – *Mixed Commercial Industrial (MCI)*

This land use designation is intended to provide for development of light manufacturing, distribution, corporate office & related commercial and industrial facilities in select high profile locations and in well planned environments.

General Range of Uses: This category accommodates a mix of commercial and light industrial, including but not limited to commercial parking, fast lube/oil change, major vehicle service, commercial neighborhood, retail sales and services, self service storage, vehicle parts and accessories (sales), and sports complexes. Vocational schools and government buildings are also permitted uses.

Maximum Density: Not applicable.

Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCI. For the mixed land use category MCI, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Commercial: Not more than 20% of total MCI acreage

Commercial/Office: Not more than 80% of total MCI acreage

The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met.

Special Provisions:

(1) Future amendments to designate areas as MCI may be permitted in undeveloped areas oriented to major highways & other transportation facilities as determined by market demand, and provided that:

a. Mixed Commercial Industrial areas and developments therein will be held to a higher level of community design relative to signage, lighting, landscape materials, and building quality than General Commercial areas; and

b. signage and lighting are limited to maintain the generally semi-rural or high-profile image character of these designated areas.

Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

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

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

Ordinance Number	25-34
Ordinance Subject	Annexation 2025-A-10
Legal Advertising Date	November 30, 2025
First Reading On	12/9/2025
Second Reading On	1/22/2026

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 5.6 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1213835, GENERALLY LOCATED NORTH OF COUNTY ROAD 44 AND EAST OF STATE ROAD 19.

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

- ☒ The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- ☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- ☐ The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

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

Section 166.041 (4)(c) exemption: It is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.

ORDINANCE NUMBER 25-35

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 5.6 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 1213835, GENERALLY LOCATED NORTH OF COUNTY ROAD 44 AND EAST OF STATE ROAD 19, FROM URBAN LOW IN LAKE COUNTY TO MIXED COMMERCIAL INDUSTRIAL IN THE CITY OF EUSTIS.

WHEREAS, on November 4, 2010, the Eustis City Commission adopted the City of Eustis Comprehensive Plan 2010-2035 through Ordinance Number 10-11; and

WHEREAS, the State of Florida Department of Community Affairs found the City of Eustis Comprehensive Plan 2010-2035 in Compliance, pursuant to Sections 163.3184, 163.3187, and 163.3189 Florida Statutes; and

WHEREAS, the City of Eustis periodically amends its Comprehensive Plan, in accordance with Chapters 163.3187 and 163.3191, Florida Statutes; and

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 5.6 acres of real property located North of County Road 44 and East of State Road 19 (Alternate Key Number 1213835), and more particularly described herein and as shown in Exhibit "A"; and

WHEREAS, on December 9, 2025, the Local Planning Agency held a Public Hearing to consider the adoption of a Large-Scale Future Land Use Amendment for this change in the designation; and

WHEREAS, on December 9, 2025, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on January 22, 2026, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Large-Scale Future Land Use Amendment contained herein as Exhibit "A";

NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS HEREBY ORDAINS:

SECTION 1.

Land Use Designation: That the Future Land Use Designation of the real property as described below shall be changed from Urban Low in Lake County to Mixed Commercial/Industrial (MCI) within the City of Eustis:

Parcel Alternate Keys: 1213835

Parcel Identification Numbers: 35-18-26-0004-000-03600

Legal Description:

W 495 FT OF SW 1/4 OF SE 1/4 LYING N OF SR 452A ORB 6164 PG 910

(The foregoing legal description was created via optical character recognition from the applicant's PDF submittal and has not been verified for accuracy); and

SECTION 2.

Map Amendment and Notification: That the Director of Development Services shall be authorized to amend the Future Land Use Map of the Comprehensive Plan to incorporate the change described in Section 1 and provide appropriate notification in accordance with Florida Statutes.

SECTION 3.

Conflict: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4.

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

SECTION 5.

Effective Date: The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be compliant. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 22nd day of January 2026.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 22nd day of January 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

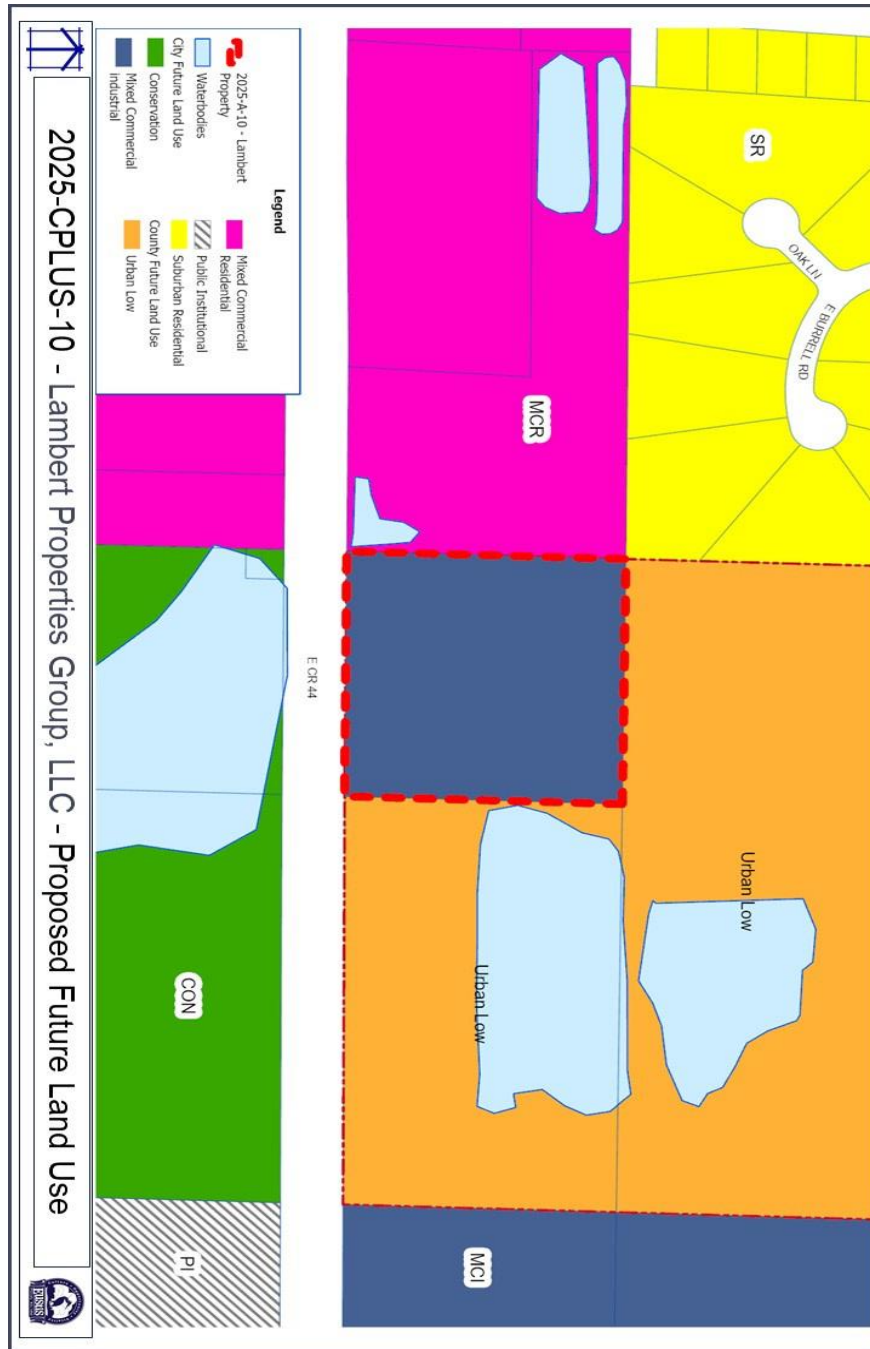
City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-35 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A



Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

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

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

Ordinance Number	25-35
Ordinance Subject	Assignment of Future Land Use for Recently Annexed Property - 2025-CPLUS-10
Legal Advertising Date	November 30, 2025
First Reading On	12/9/2025
Second Reading On	1/22/2026

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 5.6 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 1213835, GENERALLY LOCATED NORTH OF COUNTY ROAD 44 AND EAST OF STATE ROAD 19, FROM URBAN LOW IN LAKE COUNTY TO MIXED COMMERCIAL INDUSTRIAL IN THE CITY OF EUSTIS.

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

- ☒ The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- ☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- ☐ The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

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

Section 166.041 (4)(c) exemption: It is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



ORDINANCE NUMBER 25-36

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN CORRIDOR DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 5.6 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBER 1213835, NORTH OF COUNTY ROAD 44 AND EAST OF STATE ROAD 19.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Corridor to approximately 5.6 acres of the recently annexed real property further described below,

WHEREAS, on December 9, 2025, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on January 22, 2026, the City Commission held the 2nd Public Hearing to consider the adoption of the Design District Amendment contained herein;

NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS, FLORIDA, HEREBY ORDAINS:

Section 1. Design District Designation

That the Design District Designation of the real property described below, and shown in Exhibit "A", shall be Suburban Corridor:

Parcel Alternate Key: 1213835

Parcel Identification Number: 35-18-26-0004-000-03600

Legal Description:

W 495 FT OF SW 1/4 OF SE 1/4 LYING N OF SR 452A ORB 6164 PG 910

(The foregoing legal descriptions for the parcel are from the Lake County Property Appraiser webpage based on the alternate key numbers provided by the applicant. They have not been verified for accuracy)

Section 2. Map Amendment

That the Director of Development Services shall be authorized to amend the Design District Map to incorporate the change described in Section 1.

Section 3. Conflict

That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. Severability

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

Section 5. Effective Date

That this Ordinance shall become effective upon the annexation of the subject property through approval of Ordinance Number 25-36.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 22nd day of January 2026.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 22nd day of January 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

City Attorney's Office

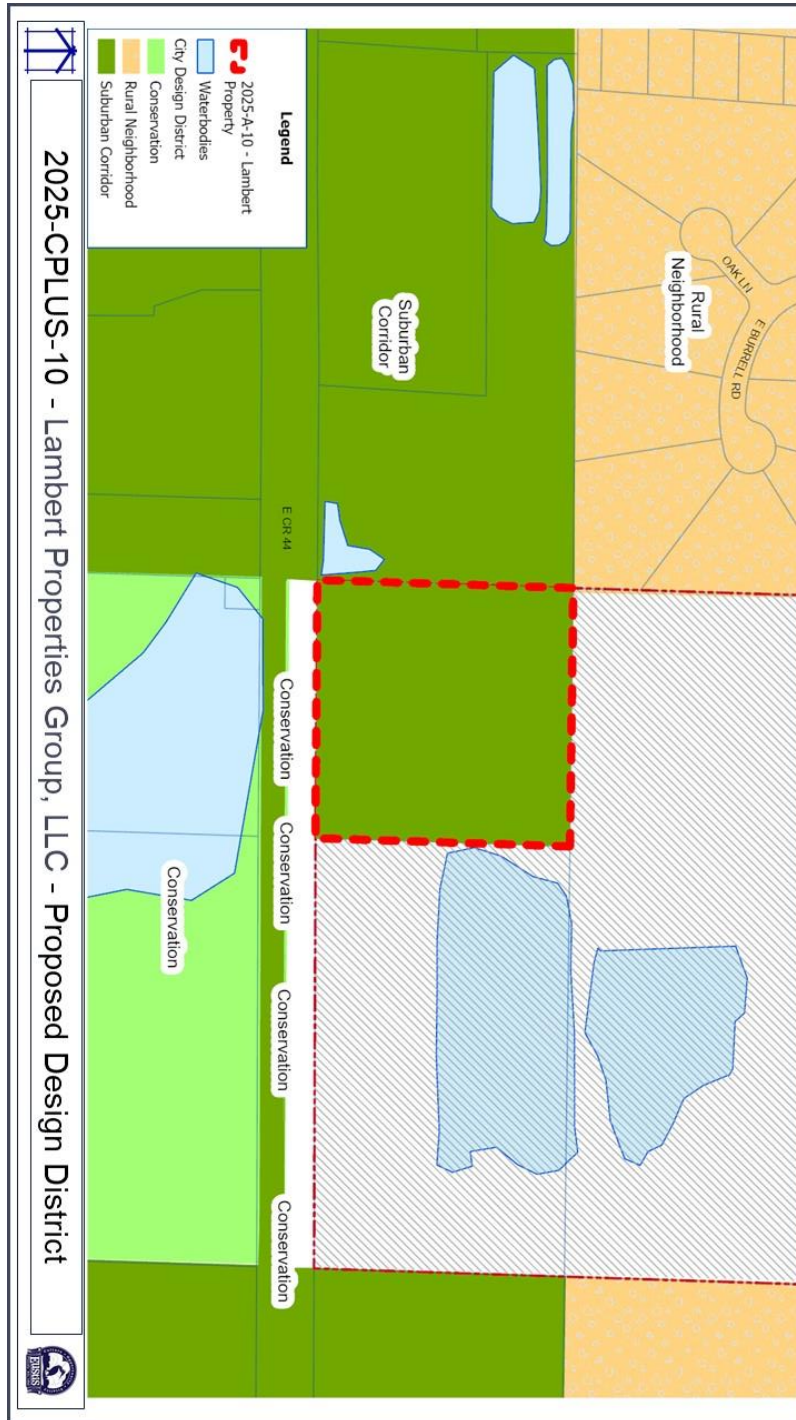
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-36 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A



Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

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

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

Ordinance Number	25-36
Ordinance Subject	Assignment of Design District for Recently Annexed Property 2025-DD-10
Legal Advertising Date	November 30, 2025
First Reading On	12/9/2025
Second Reading On	1/22/2026

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN CORRIDOR DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 5.6 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBER 1213835, NORTH OF COUNTY ROAD 44 AND EAST OF STATE ROAD 19.

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

- ☒ The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- ☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- ☐ The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

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

Section 166.041 (4)(c) exemption: It is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.





City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: January 22, 2026

RE: Ordinance Number 26-01: Second Reading / Adoption of Development Agreement
– Grand Island Crossings

Summary of Request

The applicant, Grand Island Crossings, LLC, requests approval of a Development Agreement (“Agreement”) for approximately 19.96 acres located within the City of Eustis. The Agreement establishes development rights, obligations, and standards for a proposed single-family residential subdivision. The Agreement also incorporates certain voluntary design and development standards from Ordinance No. 2509 (2025) and the Eustis Development Standards & Guidelines (June 5, 2025), which are currently stayed under Senate Bill 180 but are accepted in this Agreement as private contractual covenants.

The Development Agreement does not vest or guarantee a specific number of residential lots. Final lot yield and configuration will be determined during the subdivision platting process, subject to compliance with the Agreement, the City’s Comprehensive Plan, and applicable Land Development Regulations.

Procedural History

The Development Agreement was reviewed by the Local Planning Agency (LPA) at a duly noticed public hearing held on January 22, 2026. At that meeting, the LPA recommended approval of Ordinance No. 26-01 and the associated Development Agreement, finding the proposal consistent with the Comprehensive Plan and applicable law.

Background & Site Information

Location: Approximately 19.96 acres (see Exhibit A – Legal Description)

Future Land Use: Suburban Residential (SR) – permits up to five (5) dwelling units per acre

Design District: Suburban Neighborhood

Current Use: Agricultural; the property may continue agricultural use until construction commences or title is transferred

Applicant Intent: Develop a single-family residential subdivision with a mix of 40-, 50-, and 60-foot-wide lots, internal public streets, open space, and recreational amenities.

The Developer is currently under contract to purchase the property but does not yet hold title. Upon execution and recording, the Agreement will run with the land and bind successors and assigns.

Development Agreement Overview

The Agreement is executed pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220–163.3243, Florida Statutes, and the City's home rule authority. The Agreement:

- Establishes development standards and obligations applicable to the Property
- Confirms consistency with the City's Comprehensive Plan
- Allows the Developer to voluntarily adopt certain design standards not currently enforceable as land development regulations

The City's acceptance of such voluntary standards is contractual in nature and does not constitute regulatory enforcement or create precedent for other properties.

Key Terms of the Agreement

A. Conceptual Development Plan

Development must be generally consistent with the Conceptual Development Plan (Exhibit B). The plan is illustrative only and does not vest lot yield or final design. Minor modifications may be approved administratively. Final lot mix, density, and configuration will be determined during preliminary plat review and may be adjusted based on objective site constraints identified through Development Review Committee (DRC) review.

B. Permitted Uses

- Single-family detached dwellings on 40-, 50-, and 60-foot-wide lots
- Common open space areas
- Tot lot or similar recreational amenities for residents

C. Development Standards

The Agreement establishes development standards including, but not limited to:

- Maximum building height: 35 feet
- Minimum lot area: 4,000 square feet
- Minimum lot width: 40 feet
- Minimum lot depth: 100 feet
- Residential setbacks for front-loaded, rear-loaded, and zero-lot-line configurations
- Minimum building separation: 10 feet
- Garage and driveway dimensional standards
- Overall subdivision impervious surface target of 40% or less

D. Design Guidelines

Key design elements include:

- At least 25% of 40- and 50-foot-wide lots containing two-story homes
- At least 25% of all lots incorporating a front porch or patio with a minimum depth of eight (8) feet
- Encouragement of varied setbacks for architectural diversity
- Optional use of alleys

- Perimeter buffering requirements of 15 feet generally, and 20 feet along the eastern boundary adjacent to industrial zoning

E. Open Space & Recreation

- Minimum of 25% open space
- Stormwater facilities may count toward open space where designed as usable amenities
- Minimum of one (1) acre of park or recreational area, which may be distributed across the site

F. Transportation & Access

- Internal roads constructed to City standards and dedicated as public rights-of-way
- Street classifications per the City's Land Development Regulations
- Cul-de-sacs discouraged but permitted where justified
- Final access locations subject to Fire, Engineering, and DRC review
- Pedestrian and bicycle connectivity required

G. Utilities & Infrastructure

- Connection to City water and wastewater systems required
- Reclaimed water irrigation required where available
- Stormwater facilities subject to SJRWMD and state requirements
- School concurrency and impact fees apply

H. Phasing, Model Homes, and Platting

- Project may be developed in phases
- Certificates of Occupancy may be issued for completed phases
- Model homes permitted following preliminary plat approval and posting of required security
- Preliminary plat application required within eighteen (18) months of the Agreement's effective date

I. Enforcement and Legal Provisions

- Agreement runs with the land
- No waiver of existing Land Development Regulations unless expressly stated
- City retains full authority over technical review and permitting
- Venue is Lake County, Florida
- Indemnification and insurance provisions are included

J. Consistency with Comprehensive Plan

The proposed Development Agreement is consistent with the City's Comprehensive Plan and the Suburban Residential (SR) Future Land Use designation, which permits up to five (5) dwelling units per acre. The Agreement does not amend the Comprehensive Plan or zoning and does not grant vested rights beyond those expressly stated.

Recommendation

Staff recommends adoption of Ordinance 26-01 for the Development Agreement for Grand Island Crossings, LLC, subject to the terms and conditions contained in the attached Agreement.

Fiscal Impact

There is no direct fiscal impact associated with adoption of Ordinance No. 26-01. The Agreement does not authorize development or obligate City funds. Any future fiscal impacts related to infrastructure, utilities, or public services would be addressed through applicable impact fees, utility fees, and concurrency requirements at the time of platting and permitting.

Business Impact Estimate

This ordinance is exempt from the Business Impact Estimate requirement pursuant to Section 166.041(4)(a), Florida Statutes, as it does not regulate business activity. The ordinance approves a site-specific Development Agreement applicable only to the subject property and does not impose generally applicable regulations on businesses, professions, or occupations.

Attachments

Ordinance Number 26-01

Development Agreement - Grand Island Crossings

Prepared By

Mike Lane, Development Services Director

Reviewed By

Miranda Burrowes, Assistant City Manager

Sasha Garcia, City Attorney

ORDINANCE NUMBER 26-01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF EUSTIS AND GRAND ISLAND CROSSINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE DEVELOPMENT OF APPROXIMATELY 19.96 ACRES OF REAL PROPERTY INTO A SINGLE-FAMILY RESIDENTIAL SUBDIVISION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Grand Island Crossings, LLC (“Developer”) is under contract to purchase approximately 19.96 acres of real property located within the City of Eustis, more particularly described in Exhibit A to the Development Agreement; and

WHEREAS, the Developer desires to develop the property as a single-family residential subdivision consistent with the City’s Comprehensive Plan and Land Development Regulations (“LDRs”); and

WHEREAS, the City and Developer have negotiated a Development Agreement pursuant to the Florida Local Government Development Agreement Act, §§163.3220–163.3243, Florida Statutes, and the City’s Home Rule powers under Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Development Agreement establishes development rights, obligations, and conditions for the property, including development standards, design guidelines, infrastructure improvements, and public facility requirements; and

WHEREAS, the Development Agreement does not vest or guarantee a specific number of residential lots, and final density and lot configuration shall be determined during the subdivision platting process in accordance with the City’s Comprehensive Plan and applicable Land Development Regulations; and

WHEREAS, the Developer has voluntarily elected to comply with certain design and development standards contained in Ordinance No. 25-09 (2025) and the Eustis Development Standards & Guidelines (June 5, 2025), notwithstanding the temporary stay of Ordinance No. 25-09 under Senate Bill 180 (Ch. 2025-190, Laws of Florida); and

WHEREAS, the City Commission finds that approval of the Development Agreement will promote the public health, safety, and welfare of the City and is consistent with the City’s Comprehensive Plan; and

WHEREAS, the City Commission has conducted two duly noticed public hearings on the proposed Development Agreement, in accordance with Section 163.3225, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA:

Section 1. Approval of Development Agreement.

The City Commission hereby approves the Development Agreement between the City of Eustis and Grand Island Crossings, LLC, attached hereto as Exhibit "A" and incorporated herein by reference. The Mayor is authorized to execute the Agreement on behalf of the City.

Section 2. Implementation.

City staff is authorized and directed to take all necessary actions to implement the provisions of the Development Agreement, including recording the Agreement in the public records of Lake County, Florida, in accordance with Section 163.3239, Florida Statutes.

Section 3. Severability.

If any provision of this Ordinance or the Development Agreement is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.

Section 4. Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22nd day of January, 2026, by the City Commission of the City of Eustis, Florida.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 22nd day of January 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 26-01 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.

Christine Halloran, City Clerk

Date

EXHIBIT A

Prepared by:
 Madelyn Damon, Esq.
 Bret Jones P.A.
 700 Almond Street
 Clermont, Florida 34711
 (352) 394-4025

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("**Agreement**"), dated as of the _____ day of _____, 20____ (the "**Effective Date**"), is entered into between the City of Eustis, a Florida Municipal Corporation ("**City**"), having an address at 10 N Grove St #3, Eustis, FL 32726, and Grand Island Crossings, LLC, a Florida Limited Liability Company ("**Developer**"), having an address at 2875 NE 191st Street, Suite 305, Aventura, FL 33180. For purposes of this Agreement, "**Developer**" shall include Grand Island Crossings, LLC, the owners of the Property (defined below) and/or their successors, assigns, or any buyers of the Property.

RECITALS

WHEREAS, Developer is under contract to purchase, but does not yet hold title to, certain real property located within the City, consisting of +/- 19.96 acres, more particularly described in Exhibit A attached hereto (the "**Property**"); and

WHEREAS, upon acquiring title to the Property, Developer desires to develop the Property as a single-family residential subdivision (the "**Project**") in accordance with the City's Comprehensive Plan, City's Land Development Regulations ("**LDRs**"), and the terms of this Agreement; and

WHEREAS, the City and Developer desire to establish certain development rights, obligations, and conditions with respect to the development of the Property, including, but not limited to, development standards, design guidelines, and other requirements; and

WHEREAS, the City finds this Agreement is entered into pursuant to the authority of the Florida Local Government Development Agreement Act, §§163.3220–163.3243, Florida Statutes, and the City's Home Rule powers under Article VIII, Section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Developer acknowledges that Ordinance No. 25-09 (2025), proposing amendments to the LDRs, has been adopted by the City Commission but is temporarily stayed under Senate Bill 180 (Ch. 2025-190, Laws of Florida), and that the City cannot enforce said Ordinance until such stay is lifted; and

WHEREAS, the Developer voluntarily elects, for purposes of this Project and as expressly provided in this Agreement, to comply with certain design and development standards contained in Ordinance No. 25-09 (2025) and the *Eustis Development Standards & Guidelines* (June 5, 2025), as and to the extent specifically set forth herein, and the City accepts such voluntary compliance as a contractual covenant and not as a regulatory mandate; and

WHEREAS, the Parties intend that this Agreement constitute a binding contract running with the land and a development agreement consistent with Section 163.3239, Florida Statutes; and

WHEREAS, the City finds that this Agreement and the development contemplated herein will promote the public health, safety, and welfare of the City.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I RECITALS; PURPOSE AND INTENT; AUTHORITY; DEFINITIONS

Section 1.1 Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.

Section 1.2 Purpose and Intent. This Agreement serves both as a Development Agreement under Sections 163.3220-163.3243, Florida Statutes and as a private covenant voluntarily imposing enhanced design and performance standards upon the Property. The City shall not enforce any provision herein that is not yet effective by law but may enforce it as a contractual obligation.

Development under this Agreement shall remain consistent with the City of Eustis Comprehensive Plan. Nothing herein constitutes or affects a land use designation or zoning amendment. Compliance with the Voluntary Compliance Standards (hereinafter defined) shall not be construed as a waiver or replacement of any current LDR provision unless expressly stated.

This Agreement has been approved following two duly noticed public hearings as required by Section 163.3225, Florida Statutes.

Section 1.3 Authority. This Agreement is entered into under the authority of the City's Charter, Code of Ordinances, and LDRs, and under the "Municipal Home Rule Powers Act," Sections 166.011 et seq., Florida Statutes, and the "Florida Local Government Development Agreement Act," Sections 163.3220-163.3243, Florida Statutes.

Section 1.4 Voluntary Compliance Standards. "**Voluntary Compliance Standards**" shall mean those design, open space, and lot configuration standards contained in Ordinance No. 25-09 (2025) and the Eustis Development Standards & Guidelines (June 5, 2025), which the Developer elects to implement voluntarily as private contractual obligations. The City's acceptance of such voluntary compliance shall not constitute a regulatory act or precedent applicable to other properties or projects.

ARTICLE II DEVELOPMENT APPROVAL AND CONSISTENCY

The Project is consistent with the City of Eustis Comprehensive Plan, including the Suburban Residential (SR) Future Land Use Designation permitting a maximum of five (5) dwelling units per gross acre. Compliance with the Voluntary Compliance Standards does not

constitute or require a zoning or comprehensive plan amendment and shall not be construed as an act of enforcement by the City.

The Developer voluntarily agrees to design and construct the Project in substantial conformance with the Eustis Development Standards & Guidelines (June 5, 2025) and the development parameters set forth in Ordinance No. 25-09 (2025). The City's acceptance of these standards shall not constitute enforcement of any regulation not yet effective under state or municipal law.

The Developer acknowledges that the City's approval of this Agreement does not confer any vested right to the adoption or enforcement of Ordinance No. 25-09 (2025), nor does it obligate the City to apply such standards to other properties. If Senate Bill 180 (2025) or any subsequent legislation renders such voluntary provisions unenforceable as a municipal regulation, they shall nevertheless remain enforceable as a private covenant between the Parties.

Notwithstanding the foregoing, the Developer's voluntary compliance with Ordinance No. 25-09 (2025) and the Eustis Development Standards & Guidelines shall be limited to and governed exclusively by the specific provisions expressly set forth in Article III of this Agreement.

ARTICLE III DEVELOPMENT STANDARDS

Section 3.1 Conceptual Development Plan. The Property shall be developed generally in accordance with the conceptual development plan attached hereto as Exhibit B (the "**Conceptual Development Plan**"). The Conceptual Development Plan is intended to provide a framework for development and may be refined through the City's subdivision platting, site plan, and permitting processes, provided that such refinements are consistent with the intent and character of the Conceptual Development Plan.

Pursuant to Section 102-11 of the City's LDRs, Developer shall comply with the City's procedures governing major and minor modifications to this Agreement and the Conceptual Development Plan. Notwithstanding the foregoing, any modifications to the Conceptual Development Plan that do not alter its intent or purpose shall be considered minor modifications, and may be approved administratively by the City's Development Services Director. Examples of minor modifications may include, but are not limited to, any adjustments to the location of required infrastructure, building footprints, parking areas, and open space or amenity areas.

The final mix of residential product types and lot configurations shall be determined at the time of preliminary subdivision plat submittal. The Conceptual Plan is intended for illustrative purposes only and shall not be construed to establish, vest, or guarantee any specific lot yield.

In determining the final mix of residential product types and lot configurations, the Developer may consider prevailing market conditions; however, any modification or reduction to the number or configuration of lots shall be limited to those reasonably required to address objective site-specific constraints identified through the City's applicable technical review processes, including review by the Development Review Committee (DRC).

For avoidance of doubt, approval of this Agreement and the Conceptual Development Plan does not constitute approval of any subdivision plat, site plan, engineering design, fire access plan,

roadway configuration, or infrastructure layout. All such approvals remain subject to independent review and approval through the City’s Development Review Committee, Fire Department, subdivision platting, and permitting processes, and may require modification of the Conceptual Development Plan.

Section 3.2 Permitted Use. The following land uses are allowed as permitted principal uses and structures, together with their customary uses and accessory structures:

- (i) Single-family detached dwellings on 40-foot, 50-foot, and 60-foot-wide lots;
- (ii) Common open space areas; and
- (iii) A tot lot, similar recreational amenities, or park for use by residents.

Section 3.3 Development Standards. All development of the Property shall comply with the development standards set forth below (the “**Development Standards**”).

<u>Standard</u>	<u>Requirement</u>
Max. height	35 ft
Minimum (min) lot area	4,000 square feet (SF)
Min. lot width	40 feet (ft)
Min. lot depth	100 ft
Min. setbacks for front-loaded lots	Front yard: 22 ft Side yard: 5 ft Rear yard: 10 ft
Min. setbacks for rear-loaded lots*	Front yard: 10 ft Side yard: 5 ft Rear yard: 10 ft
Min. setbacks for zero lot line**	Front yard: 20 ft Rear yard: 10 ft Side yard: 0 ft for the side where the home is placed against the lot line; 10 ft on the non-zero side
Min. building setback	Corner Lot, Side Street Setback :10 ft
Min. building separation	10 ft
Min. garage size	300 square feet
Min. driveway width	12 ft for one-car garages; 18 ft for two-car garages

*Rear-loaded lots means garages shall be accessed from the rear of the lot.

****Zero lot line** means the placement of a building on a lot so that one or more of the building's sides rests directly on a lot line; provided that, separations or setbacks between buildings meet all applicable building, fire code provisions, and the Development Standards as provided herein.

No lot shall be developed with more than one (1) dwelling unit, except as otherwise permitted by this Agreement or applicable City regulations. Accessory uses and structures shall be permitted in accordance with the City's LDRs.

In addition, the subdivision may be designed to achieve an overall impervious surface ratio of forty percent (40%) or less, provided that the subdivision as a whole complies with all applicable stormwater, environmental, and engineering standards, as determined through the City's technical review and permitting processes.

Section 3.4 Design Guidelines. All single-family homes within the subdivision shall be generally consistent with the architectural styles shown in the attached architectural elevations, attached hereto as Exhibit C (the "**Conceptual Architectural Elevations**"). The Conceptual Architectural Elevations shall include, at a minimum, the following standards:

(i) Two-Story Homes: At least twenty-five percent (25%) of all 40- and 50-foot-wide lots shall contain two-story dwelling units.

(ii) Porches; Patios: A minimum of twenty-five percent (25%) of all lots shall include either a front porch or patio with a minimum depth of eight (8) feet, measured from the exterior wall to the outermost edge of the porch or patio structure. Porches may encroach into the front setback by eight (8) feet.

(iii) Setbacks: A variety of setbacks, including front setbacks, shall be encouraged to promote architectural diversity and enhance neighborhood character.

(iv) Lot Access: Lots with a width of less than 50 ft may be front-loaded and are not required to be served by alleys. Notwithstanding the foregoing, the incorporation of alleys is permitted but not required.

(v) Perimeter Buffers: A minimum perimeter buffer of 15 ft shall be provided; provided, however, where any lots share the eastern property line with industrially zoned land, the perimeter buffer shall be 20 ft. A perimeter fence and/or wall (e.g., precast) is permitted and may be placed along the overall Property perimeter. All perimeter buffers and fencing shall be maintained by the Developer or its successor-in-interest, including any homeowners' association, in accordance with City enforcement provisions.

Section 3.5 Open Space. Developer shall provide open space within the subdivision equal to not less than twenty-five percent (25%) of the gross area of the Property, as generally shown on the Conceptual Development Plan. Open space may include landscaped areas, buffers, stormwater management facilities, and other green spaces. Any stormwater or retention pond areas counted toward the open space requirement shall be designed and constructed as accessible and usable amenities for the development, such as natural landscaping, pedestrian pathways, benches, or other recreational improvements to promote usability and integration with the subdivision.

Section 3.6 Parks and Recreation. The Project shall include park and/or recreational areas having a combined minimum area of one (1) acre. Such park and/or recreational areas may be provided in one or more locations and are not required to be contiguous, provided that, in the

aggregate, they are designed, improved, and maintained as usable, functional recreational amenities for residents of the Project.

Park and recreational areas shall be configured to provide recreational utility, pedestrian access, and safety, and shall not consist of residual, fragmented, or inaccessible areas that do not function as recreational amenities, as determined through the City's applicable development review processes.

Stormwater facilities may be incorporated into park or recreational areas only where such facilities are designed and permitted to function as an amenity, consistent with applicable stormwater, environmental, and safety requirements.

Section 3.7 Roads and Streets. Developer shall design and construct all internal subdivision roads to provide safe and adequate vehicular ingress and egress, consistent with the City's standards and the City's LDR's. All roads constructed within the subdivision shall be dedicated to the City as public rights-of-way in a form acceptable to the City and in accordance with applicable City requirements. The permitted street classifications within the subdivision shall be 'Standard Street', 'Residential Drive', 'Residential Street', 'Residential Road', 'Rear Alley', and 'Rear Lane', as defined and regulated by the City's LDRs.

The internal street network within the Project shall be designed to promote connectivity, access, and efficient circulation consistent with the City's Land Development Regulations and applicable street design standards. Cul-de-sacs should be minimized and utilized only where necessary due to site constraints, design considerations, or to address life-safety or engineering requirements.

The general street layout depicted on the Conceptual Plan reflects the intended design approach for the Project; however, the final location, configuration, and design of streets, including the use or elimination of cul-de-sacs, shall be subject to review and approval through the City's applicable development review and permitting processes, including review by Fire, Engineering, and Public Works.

Section 3.8 Access and Transportation Improvements. The Conceptual Development Plan identifies the anticipated access connection locations; however, the final locations may be adjusted based on final engineering design and permitting considerations. Any modification to the access locations serving the subdivision shall not be deemed a major amendment. Transportation system improvements will be provided as required by permitting agencies and as needed according to the Transportation Impact Analysis (TIA) for the Project. Final access locations, street terminations, and emergency access configurations are subject to approval by the City's Fire Department and other reviewing agencies and may require modification from the Conceptual Development Plan.

Section 3.9 Pedestrian Walkways, Bike Trails, and Connectivity. Developer shall design and construct pedestrian walkways, sidewalks, crosswalks, and bike trails to promote safe, efficient, and multi-modal interconnectivity within the subdivision, consistent with City standards and the City's LDRs.

Section 3.10 Parking. Parking shall be permitted in the following zones:

- (i) Zone 1: the lot area between the principal building and the front lot line abutting the right-of-way;
- (ii) Zone 3: the lot area between the principal building and any rear lot line; and
- (iii) Zone 4: the lot area between the principal building and the side lot line abutting the right-of-way of a side street.

The incorporation of parallel parking spaces is encouraged but not required.

Section 3.11 Landscaping. Landscaping within the Property shall comply with the City's Land Development Regulations. Street trees shall be installed along internal streets within the Project in a manner intended to establish a consistent and attractive streetscape. Street trees shall generally be provided on both sides of internal streets and spaced at appropriate intervals, unless installation would conflict with a lot's driveway, utility connection, sight distance requirements, or other site-specific constraints.

Notwithstanding the foregoing, each lot shall contain a minimum of one (1) tree per lot, unless otherwise approved by the City's Development Services Director or designee. Tree species shall be selected from the City's approved tree list and shall be of a minimum two-inch (2") caliper at the time of planting. The requirements of this Section may be modified if approved by the City's Development Services Director or designee through the City's applicable development review processes.

Section 3.12 Lighting. Developer and/or its designated utility provider shall provide street lighting and other necessary lighting within the subdivision consistent with City standards, designed to promote safety and minimize light spillover onto adjoining properties.

Section 3.13 Signage. Signage within the subdivision shall be permitted and installed in accordance with the City's LDRs.

Section 3.14 Comprehensive Plan Consistency; Regulatory Effect. Development under this Agreement shall remain consistent with the City's Comprehensive Plan. Nothing herein constitutes or effects a land use or zoning amendment. Compliance with the Voluntary Compliance Standards shall not be construed as a waiver or replacement of any current LDR provision unless expressly stated.

Section 3.15 No Waiver of Technical Review. Nothing in this Agreement shall be construed to waive, limit, or modify the authority of the City, the Development Review Committee, the Fire Department, or any reviewing agency to require compliance with applicable technical, engineering, utility, stormwater, transportation, or life-safety standards. Approval of this Agreement does not exempt the Project from any review, condition, or requirement imposed through the City's subdivision plat, site plan, or permitting processes.

ARTICLE IV INFRASTRUCTURE AND PUBLIC FACILITIES

Section 4.1 Water, Wastewater and Reclaimed Water. Developer shall extend and connect the subdivision to the City's potable water and wastewater systems and shall construct all

on-site and required off-site potable water and wastewater infrastructure at Developer's expense, subject to City approval and capacity availability.

Irrigation for the Project may be served by on-site irrigation wells or reclaimed water, as applicable. The Developer shall construct an internal irrigation distribution system throughout the Project and shall extend such system to the public right-of-way at the location designated by the City, consistent with the City's Land Development Regulations.

The Developer shall utilize reclaimed water for irrigation only where reclaimed water service is available and has sufficient capacity to serve the Project, as determined by the City through its applicable utility review and permitting processes.

Where reclaimed water service is not available or does not have sufficient capacity at the time irrigation service is required, on-site irrigation wells may be utilized. If reclaimed water service becomes available at a later date and the City determines that connection is feasible and capacity is available, the City, at its discretion, may connect the reclaimed water system to the irrigation distribution system within the public right-of-way. Any such connection within the right-of-way shall be performed at the City's expense and shall not require the Developer to construct off-site reclaimed water infrastructure.

Upon connection, reclaimed water service shall be provided and billed in accordance with the City's applicable utility rates, policies, and procedures.

Section 4.2 Grading. Developer shall grade the Property in a manner consistent with approved construction plans, ensuring compatibility with surrounding properties and minimizing adverse impacts on drainage and natural features.

Section 4.3 Stormwater Management. Developer shall design and construct stormwater management facilities in accordance with applicable SJRWMD, state, and federal requirements.

Section 4.4 Schools. Developer acknowledges that residential development of the Property will generate school impacts. Developer shall comply with all applicable school concurrency, impact fees, and mitigation requirements imposed by the City, County, and/or School District. A school capacity letter shall be addressed prior to the issuance of development approval, consistent with applicable law.

Section 4.5 Concurrency. Developer shall comply with all concurrency requirements and shall be responsible for proportionate share mitigation consistent with Section 163.3180, Florida Statutes, and the City's adopted concurrency management procedures to mitigate the direct impacts of the Project, as applicable, in accordance with the City's LDRs. Prior to the issuance of building permits, Developer shall demonstrate to the City's satisfaction that adequate public facilities, including transportation, potable water, wastewater, solid waste, stormwater, parks and recreation, and schools, are available concurrent with the impacts of the development, or that such improvements will be provided in accordance with applicable law.

Section 4.6 Fire Code; Emergency Access. All site plans, construction, and improvements within the subdivision must comply with the City's currently adopted Fire Code, as amended from time to time. Adequate fire hydrants, water pressure, and emergency access routes shall be provided in locations approved by the City's Fire Department, at Developer's expense.

Section 4.7 Insurance and Indemnification. Developer shall, at its sole cost, procure and maintain during construction general liability insurance from a company authorized to do business in Florida, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, naming the City as an additional insured. Evidence of insurance shall be provided prior to commencement of any site work.

Developer shall indemnify, defend, and hold harmless the City, its elected officials, officers, agents, and employees from any and all claims, damages, losses, liabilities, or expenses, including attorney's fees and costs, arising out of or resulting from Developer's negligence, willful misconduct, or failure to comply with this Agreement, except to the extent caused by the sole negligence or willful misconduct of the City.

ARTICLE V DEVELOPMENT ADMINISTRATION

Section 5.1 Post-Annexation. Following annexation of the Property into the City, the City shall permit the Property to continue to be used for all agricultural purposes, including, without limitation, citrus groves, hay production, or cattle pastures, until the Developer acquires fee simple ownership of the Property or until construction commences, whichever occurs first.

Section 5.2 Phasing. Development of the Property may be accomplished in a single phase or in multiple phases, subject to approval by the City during the subdivision platting and permitting process. In the event the Developer elects to develop the Property in multiple phases, the Developer shall be permitted to apply for and obtain Certificates of Occupancy (COs) for units within any approved phase that has been completed in accordance with the City's LDRs, regardless of whether other phases are pending approval and/or still under construction.

Section 5.3 Model Homes and Temporary Sales Offices. Developer may construct model homes, including one temporary sales office, within the subdivision following approval of the preliminary plat and construction plans. Model homes may be used for sales and marketing purposes, subject to City permitting requirements. Construction of model homes and a temporary sales office shall not commence until the subdivision plat has been recorded or a performance bond or other acceptable security is posted, unless otherwise permitted by the City's Code or LDRs.

Section 5.4 Platting Deadline. Developer shall submit an application for preliminary subdivision plat approval within eighteen (18) months of the Effective Date, unless extended by the City Manager for good cause shown. Failure to timely submit a preliminary plat application may, at the City's option, result in termination of this Agreement following written notice and a public hearing as required by Section 163.3235, Florida Statutes.

ARTICLE VI MISCELLANEOUS

Section 6.1 Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted under this Agreement shall be in writing and delivered to all other parties at the addresses below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day

following deposit with the courier; (c) registered US Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 5:00 P.M. on a business day and the original also is sent via overnight courier or US Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Developer:

Name: Grand Island Crossings, LLC
 Attention: Alan Benenson
 Address: 2875 NE 191st Street, Suite
 305, Aventura, FL 33180
 Telephone: (786) 210-4111
 Facsimile:
 Email: alan@masdevelopment.com

with a copy to:

Name: Bret Jones, P.A.
 Attention: Madelyn Damon, Esq.
 Address: 700 Almond Street, Clermont,
 FL 34711
 Telephone: (352) 394-4025
 Facsimile: (352) 394-1604
 Email: mdamon@bretjonespa.com

To City:

Name: City of Eustis
 Attention: Tom Carrino, City Manager
 Address: 10 N Grove St #3, Eustis, FL
 32726
 Telephone: (352) 483-5430
 Facsimile:
 Email: carrinot@eustis.org

with a copy to:

Name: Bowen Schroth
 Attention: Sasha Garcia, Esq., City
 Attorney
 Address: 600 Jennings Ave, Eustis, FL
 32726
 Telephone: (352) 589-1414
 Facsimile:
 Email: sgarcia@bowenschroth.com

Any party may change its address for purposes of this Section by giving written notice as provided in this Section. All notices and demands delivered by a party's attorney on a party's behalf

shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section.

Section 6.2 Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. The parties agree venue lies in Lake County, Florida.

Section 6.3 Compliance with Laws and Regulations. Except as expressly modified herein, all development of the Property for the duration of this Agreement shall be subject to compliance with this Agreement, as amended by this Agreement, the City's LDRs, and the City Code provisions that are in existence as of the execution of this Agreement. In the instance of conflict between the City's LDRs, the City Code, or any prior agreements related to the Property and this Agreement, this Agreement shall control to the extent permitted by Section 163.3233, Florida Statutes. To the extent this Agreement is silent, the development of the Property shall comply with the City's Code, LDRs, and other applicable standards, including the permitted design standards applicable to the Property's existing Future Land Use designation of Suburban Residential and existing Design District designation of Suburban Neighborhood. No subsequently adopted ordinances, policies, or procedures of the City governing the development of land shall apply to the Property except in accordance with the provisions of Section 163.3233(2), Florida Statutes, or as otherwise expressly provided herein. All development must comply with all applicable regulations of county, state, local, and federal agencies, as well as state and federal laws. Nothing herein shall be construed to waive or supersede any currently effective Land Development Regulation, except where this Agreement imposes additional voluntary obligations.

Section 6.4 Binding Effect; Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns in title or interest. The provisions of this Agreement, together with all plans approved in connection herewith, shall run with the land and shall be implemented and enforced in accordance with the City's LDRs.

Section 6.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.6 Interpretation and Construction. Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun regarding gender shall include the neutral, masculine, feminine, and plural.

Section 6.7 Severability. If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to

modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 6.8 Waiver; Remedies. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 6.9 Enforcement; Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law or as set forth in Section 163.3243, Florida Statutes. Disputes arising under this Agreement shall first be addressed through the mediation process prescribed by Section 163.3235, Florida Statutes. The Parties acknowledge that this Agreement constitutes a contractual covenant; either Party may seek specific performance or damages in a court of competent jurisdiction. The prevailing party shall recover reasonable attorney's fees and costs, including appellate fees.

Section 6.10 Default Notice and Cure Period. Notwithstanding the foregoing, no party shall be deemed in default under this Agreement unless it has received written notice from the non-defaulting party specifying the nature of the alleged default and has failed to cure such default within thirty (30) days from receipt of such notice; provided, however, that if such default is not reasonably curable within said thirty (30) days, the defaulting party shall not be in default so long as it commences cure within such period and diligently pursues same to completion. This provision shall not limit the City's right to withhold permits or approvals for noncompliance with the Development Standards or conditions imposed by this Agreement.

Section 6.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

Section 6.12 Entire Agreement. This Agreement, together with the Conceptual Development Plan, Development Standards, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the Conceptual Development Plan, Development Standards, and the related exhibits and schedules (other than an exception expressly set out as such in the schedules), the statements in the body of this Agreement shall control.

Section 6.13 Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 6.14 Amendments. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, except as otherwise provided for in Section 3.1.

Section 6.15 Term of Agreement. The term of this Agreement shall terminate thirty (30) years after the Effective Date; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing in accordance with the requirements of Section 163.3225, Florida Statutes.

Section 6.16 Recording. Pursuant to Section 163.3239, Florida Statutes, this Agreement shall be recorded by the Developer in the Official Records of Lake County, Florida, within fourteen (14) days after execution by the City. The covenants and obligations herein shall run with the land and bind all successors and assigns. The Developer shall provide the City Attorney a recorded copy of this Agreement within thirty (30) days of recordation.

The recorded agreement shall include the legal description in Exhibit A and shall be identified on the recorded cover page as a Development Agreement pursuant to Sections 163.3220–163.3243, Florida Statutes, for indexing purposes.

Section 6.17 Voluntary Compliance and Legislative Savings Clause. The City expressly disclaims any intent to apply these voluntary standards to other properties or to treat them as binding municipal land development regulations prior to their lawful effectiveness. If any provision of the Voluntary Compliance Standards is determined unenforceable as a municipal regulation by reason of state legislation, administrative action, or judicial ruling, such provision shall remain enforceable as a contractual obligation of the Developer and its successors, binding as a covenant running with the land.

The voluntary design and development standards incorporated herein are contractual in nature and shall not be deemed “land development regulations” under Senate Bill 180 (2025). Upon repeal, expiration, or judicial invalidation of SB 180, this Agreement shall automatically conform to the fully effective City regulations then in place, without further amendment.

The City’s acceptance of voluntary standards under this Agreement shall not be construed as the adoption or enforcement of any ordinance not yet effective under Florida law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Executed pursuant to Sections 163.3220–163.3243, Florida Statutes

Witness #1:

By: _____

Print Name: _____

Address: _____

DEVELOPER:

GRAND ISLAND CROSSINGS, a Florida
Limited Liability Company

By: MAS Land Venture Opportunity
Management, a Florida Limited
Liability Company

Witness #2:

By: _____

Print Name: _____

Address: _____

By: MAS Development, LLC, a Florida
Limited Liability Company

By: _____

Name: Alan Benenson

Title: Manager

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by Alan Benenson, as Manager of MAS Development, LLC, a Florida limited liability company, the Manager of MAS Land Venture Opportunity Management, LLC, a Florida limited liability company, the Manager of Grand Island Crossings, LLC, a Florida limited liability company, on behalf of the company, who is ☐ personally known to me or ☐ has produced _____ as identification.

(SEAL)

Notary Public, State of _____

Print Name: _____

My Commission Expires: _____

Executed pursuant to Sections 163.3220–163.3243, Florida Statutes

Witness #1:

By: _____

Print Name: _____

Address: _____

CITY:

City of Eustis, a Florida Municipal Corporation

By: _____

Name: _____

Title: _____

Witness #2:

By: _____

Print Name: _____

Address: _____

Attest:

Approved as to form:

Christine Halloran, City Clerk

Sasha Garcia, City Attorney

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as _____ of the City of Eustis, a Florida Municipal Corporation, on behalf of the corporation, who is ☐ personally known to me or ☐ has produced _____ as identification.

(SEAL)

Notary Public, State of _____

Print Name: _____

My Commission Expires: _____

EXHIBIT A PROPERTY DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF NORTHWEST 1/4, RUN S.00°08'34"E, A DISTANCE OF 183.74 FEET; THENCE S.53°01'44"E., A DISTANCE OF 22.43 FEET TO THE POINT OF BEGINNING: THENCE SOUTHEASTERLY, 360.22 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1978.25 FEET AND A CENTRAL ANGLE OF 10°25'59" (CHORD BEARING S.48°28'35"E., 359.72 FEET); THENCE S.42°05'21"E., A DISTANCE OF 406.60 FEET; THENCE S.00°07'21"E., A DISTANCE OF 349.52 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF LINE OF COUNTY ROAD 44 AS RECORDED IN F.D.O.T. RIGHT OF WAY MAP SECTION 11050; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE RUN THE FOLLOWING TWO (2) COURSES: 1) N.59°41'31"W., A DISTANCE OF 445.42 FEET; 2) THENCE NORTHWESTERLY, 177.58 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1964.32 FEET AND A CENTRAL ANGLE OF 05°10'47" (CHORD BEARING N.62°16'55"W., 177.52 FEET); THENCE N.00°05'21"W., A DISTANCE OF 582.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PARCEL 2:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF NORTHWEST 1/4, RUN S.00°08'34"E, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE S.89°31'11"E., A DISTANCE OF 874.49 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF LINE OF COUNTY ROAD 452 AS RECORDED IN F.D.O.T. RIGHT OF WAY MAP SECTION 1157-150; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN THE FOLLOWING TWO (2) COURSES: 1) S.35°03'52"E., A DISTANCE OF 664.88 FEET; 2) THENCE SOUTHEASTERLY, 119.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1482.69 FEET AND A CENTRAL ANGLE OF 04°36'53" (CHORD BEARING S.37°22'18"E., 119.38 FEET); THENCE S.00°12'59"W., A DISTANCE OF 302.70 FEET; THENCE N.75°13'34"W., A DISTANCE OF 255.24 FEET; THENCE N.66°21'29"W., A DISTANCE OF 196.98 FEET; THENCE N.47°16'29"W., A DISTANCE OF 463.98 FEET; THENCE S.00°07'21"E., A DISTANCE OF 97.21 FEET; THENCE N.42°05'21"W., A DISTANCE OF 406.60 FEET; THENCE NORTHWESTERLY, 360.22 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1978.25 FEET AND A CENTRAL ANGLE OF 10°25'59" (CHORD BEARING N.48°28'35"W., 359.72 FEET); THENCE N.53°01'44"W., A DISTANCE OF 22.43 FEET; THENCE N.00°08'34"W., A DISTANCE OF 33.74 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT C
CONCEPTUAL ARCHITECTURAL ELEVATIONS

EXHIBIT D
Eustis Development Standards & Guidelines (June 5, 2025) – Voluntary (Reference Only)

EXHIBIT E
Ordinance No. 25-09 (2025) (Reference Only)

EXHIBIT F
Proof of Publication and Public Hearing Notice (Section 163.3225 – Fla. Stat.)



TAX PARCEL ID #:
33-18-26-0002-000-00800
33-18-26-0002-000-02900

ALT ID #:
1743320
1407940

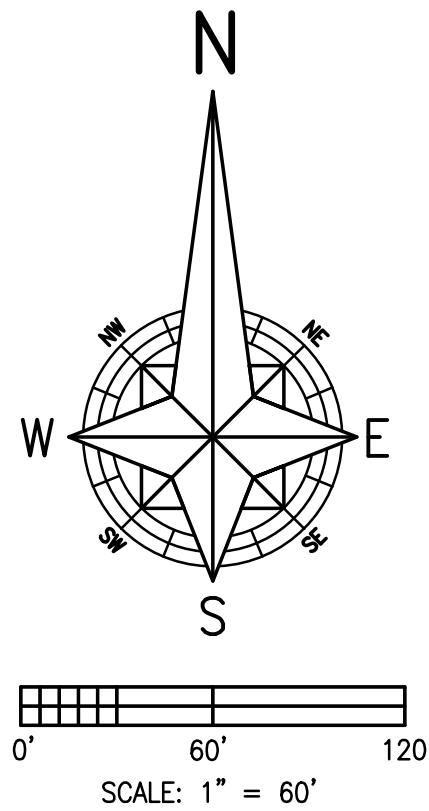


EXHIBIT B

CONCEPTUAL DEVELOPMENT PLAN
GRAND ISLAND CROSSING
RESIDENTIAL SUBDIVISION
EUSTIS, FLORIDA

**AMERICAN CIVIL
ENGINEERING CO.**
207 N. MOSS ROAD, SUITE 211, WINTER SPRINGS, FLORIDA 32708
(407) 527-0000
CERTIFICATE OF AUTHORIZATION NO. 00000720

THOMAS H. SKELTON, PE
REGISTRATION NO. 42752

SHEET: **C1**

DATE	NOVEMBER 12, 2025
SCALE:	1" = 60'
DESIGNED:	THS
DRAWN:	MDS
CHECKED BY:	THS
JOB NO.:	25085
EMAIL:	tomskelton468@gmail.com
REVISIONS	
DATE	
REVISED	CHECKED

Conceptual Elevations

Item 7.6



Conceptual Elevations

Item 7.6

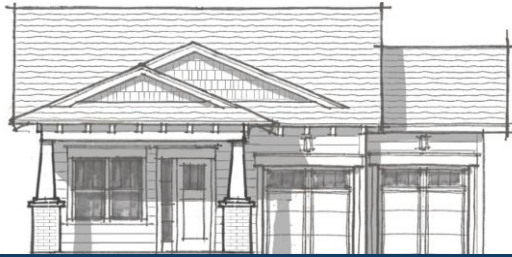


Conceptual Elevations

Item 7.6



DRAFT



CRAFTSMAN



TRANSITIONAL FARMHOUSE



COASTAL

EUSTIS DEVELOPMENT STANDARDS & GUIDELINES

FOR NEW SINGLE FAMILY SUBDIVISIONS IN THE SUBURBAN RESIDENTIAL FUTURE LAND USE DESIGNATION

June 5, 2025



CITY OF EUSTIS

CITY OFFICIALS

MAYOR

Willie Hawkins

VICE MAYOR

Gary Ashcraft

COMMISSIONER

Michael Holland

COMMISSIONER

George Asbate

COMMISSIONER

Emily Lee

CITY MANAGER

Tom Carrino

CITY ATTORNEY

Sasha Garcia

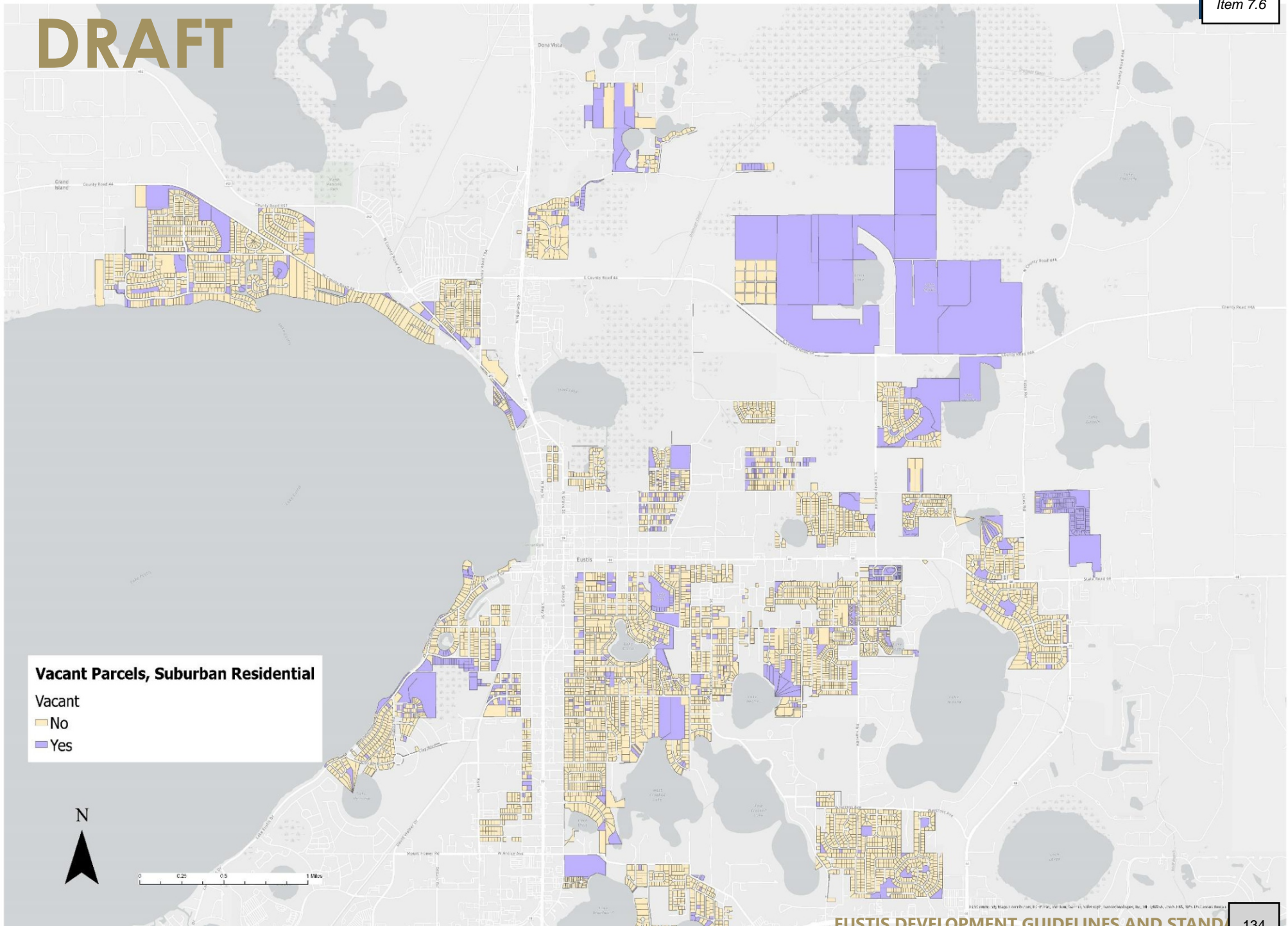


INTRODUCTION

- 
- 1: DEVELOPMENT STANDARDS (MANDATORY WHEN REQUESTING A WAIVER FOR SMALLER LOTS)
 - 2: ARCHITECTURAL STYLE GUIDELINES (ADVISORY)

All graphics **have been** prepared and **are** copyrighted by Canin Associates, Inc. and Kimley»Horn

DRAFT



DRAFT

Mandatory Development Standards

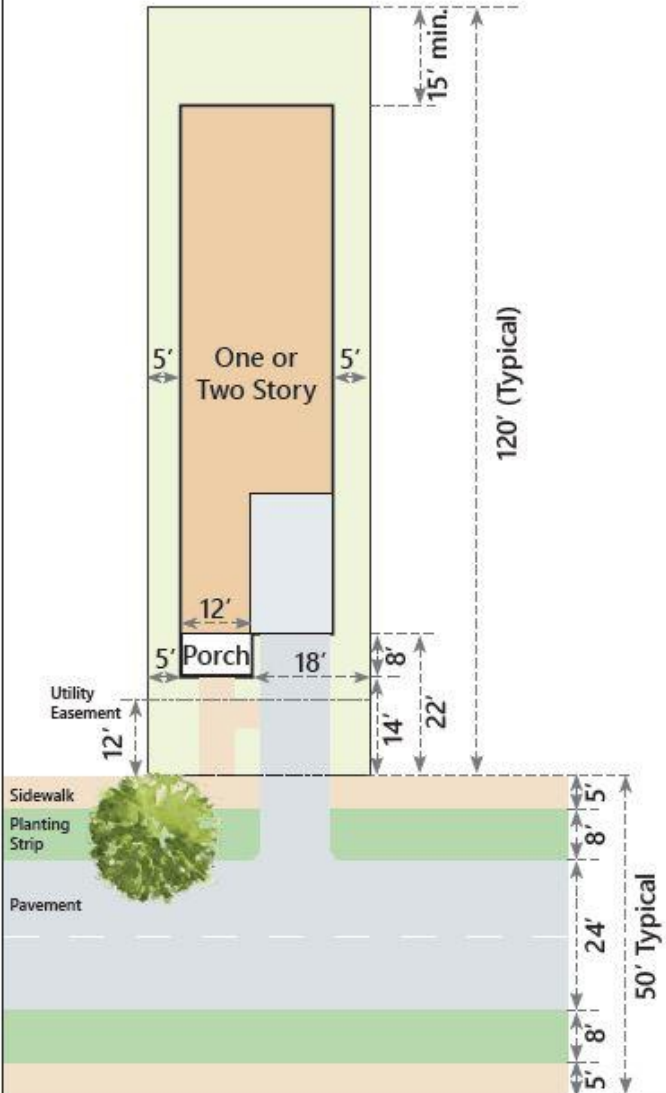


DRAFT MANDATORY DEVELOPMENT STANDARDS AND REQUIREMENTS FOR SINGLE FAMILY LOTS

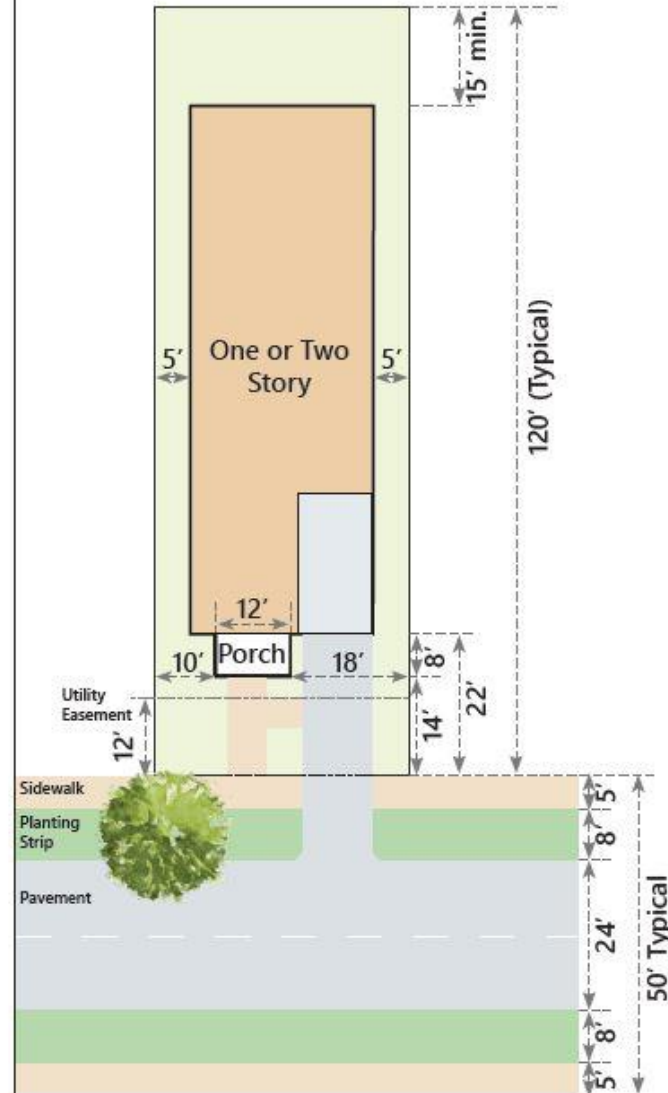
- A broad range of lot sizes creates more variety in the community.
- Porches are required for 60% of lots within a new residential subdivision seeking a waiver for reduced lot sizes.
 - Minimum depth of 8 ft. required to ensure it is usable.
 - Porches may encroach into the front setback by 8 ft.
- Massing: 50% of lots less than 50 ft. wide must be two stories. All lots that are 50 or 55 ft. wide must be two stories.

Front Load Garage					
Lot Width	Rear Setbacks	Building Width	Porch/ Patio Width	Porch Depth	Porch/ Patio Side Setbacks
35'	15'	25'	12'	8'	5' / 18'
40'	15'	30'	12'	8'	10' / 18'
45'	15'	35'	12'	8'	15' / 18'
50'	15'	40'	12'	8'	8' / 30'
55'	15'	45'	15'	8'	10' / 30'
60'	15'	50'	15'	8'	15' / 30'
65'	15'	55'	16'	8'	19' / 30'
70'	20'	55'	16'	8'	22' / 32'
75'	20'	60'	20'	8'	23' / 32'
80'	25'	65'	20'	8'	28' / 32'
85'	25'	70'	24'	8'	29' / 32'
90'	25'	75'	24'	8'	34' / 32'
95'	25'	80'	25'	8'	35' / 35'
100'	25'	85'	30'	8'	38' / 32'
Rear Load Garage*					
30'	5' or 20'	20'	8'	8'	11' / 11'
35'	5' or 20'	25'	9'	8'	13' / 13'
40'	5' or 20'	30'	12'	8'	14' / 14'
45'	5' or 20'	35'	12'	8'	16' / 16'
50'	5' or 20'	40'	14'	8'	18' / 18'
55'	5' or 20'	45'	17'	8'	19' / 19'
60'	5' or 20'	50'	18'	8'	21' / 21'

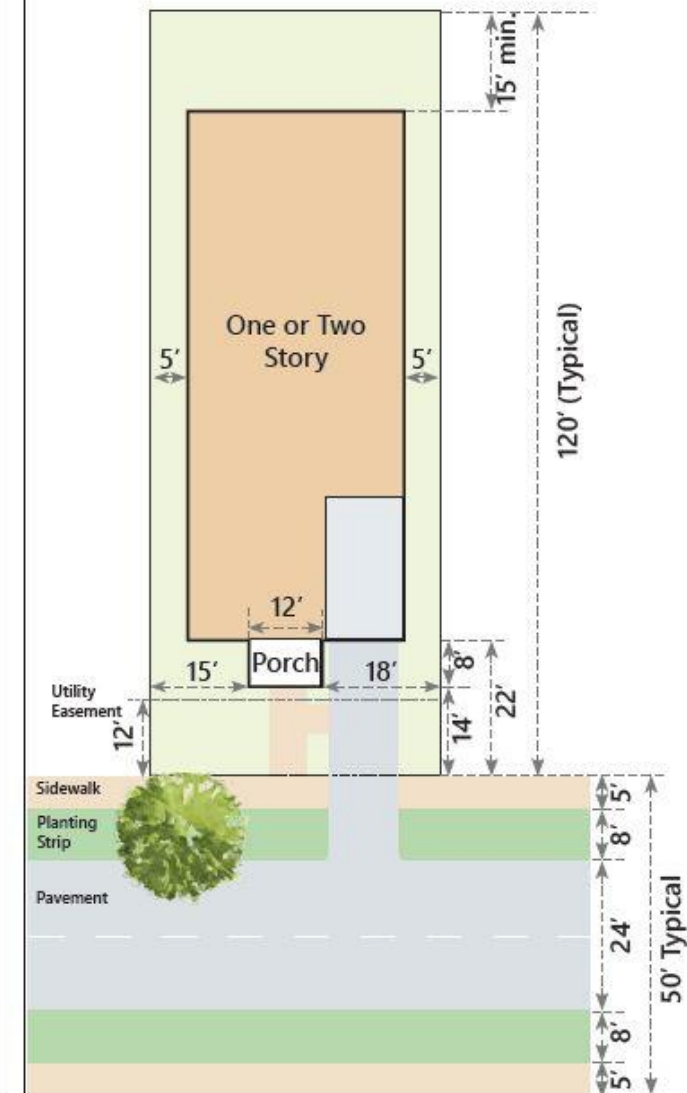
DRAFT



35' WIDE LOT - FRONT LOADED ONE CAR GARAGE



40' WIDE LOT - FRONT LOADED ONE CAR GARAGE



45' WIDE LOT - FRONT LOADED ONE CAR GARAGE

- Tandem parking is permitted.
- The front facade of buildings without a porch or patio must meet the 14' setback.
- Utility easement is informational and may be required by the City Engineer.

DRAFT



Before



After

DRAFT

Item 7.6



DRAFT

Item 7.6



DRAFT

PRODUCT TYPE

affordable housing

PROJECT SIZE

1,849 sq. ft.

LOT SIZE

40' lot

LAYOUT

3 bed/2.5 bath

Item 7.6



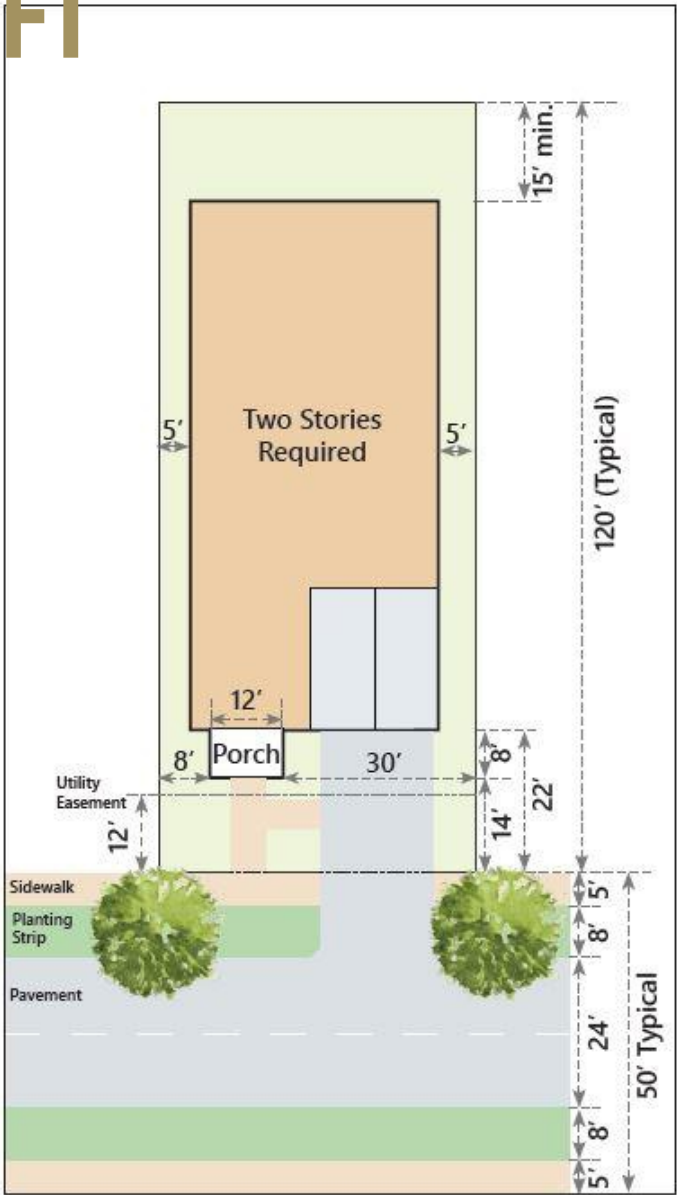
Eustis Infill Lot



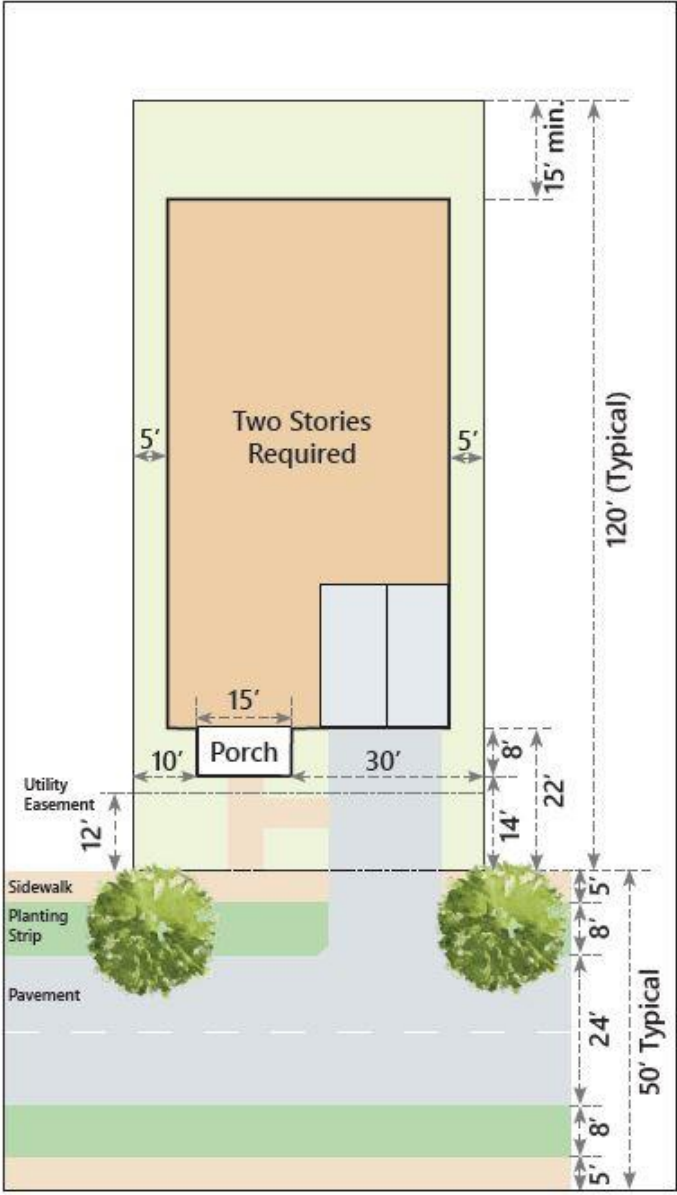
Perspective Elevations

DRAFT

FRONT-LOADED LOT CONFIGURATIONS



50' WIDE LOT - FRONT LOADED
TWO CAR GARAGE



55' WIDE LOT - FRONT LOADED
TWO CAR GARAGE

- For 50' and 55' wide lots, buildings are required to be two-story and include a patio or raised porch.
- Utility easement is informational and may be required by the City Engineer.

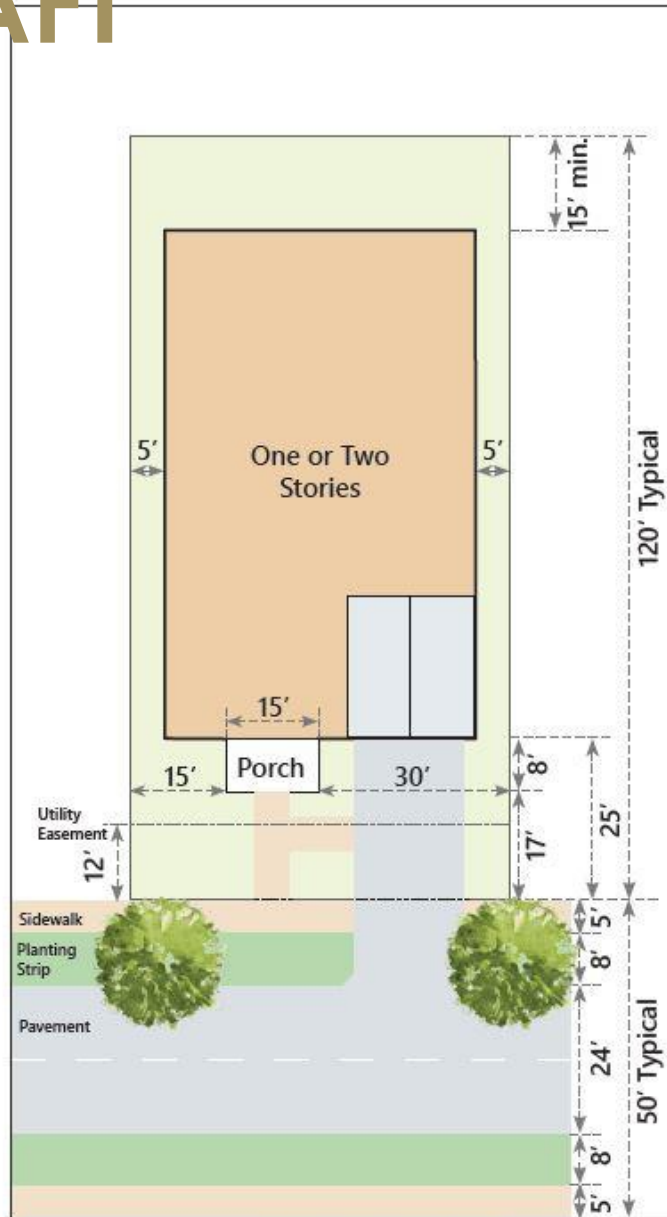
DRAFT

Item 7.6

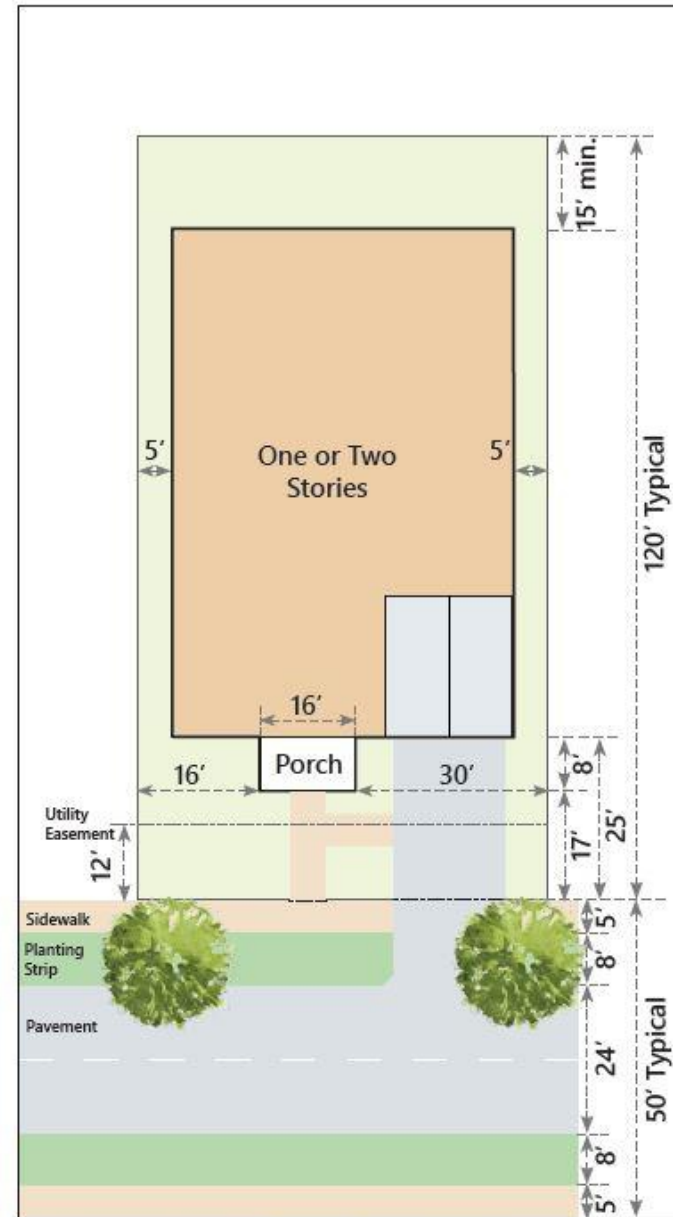


DRAFT



DRAFT

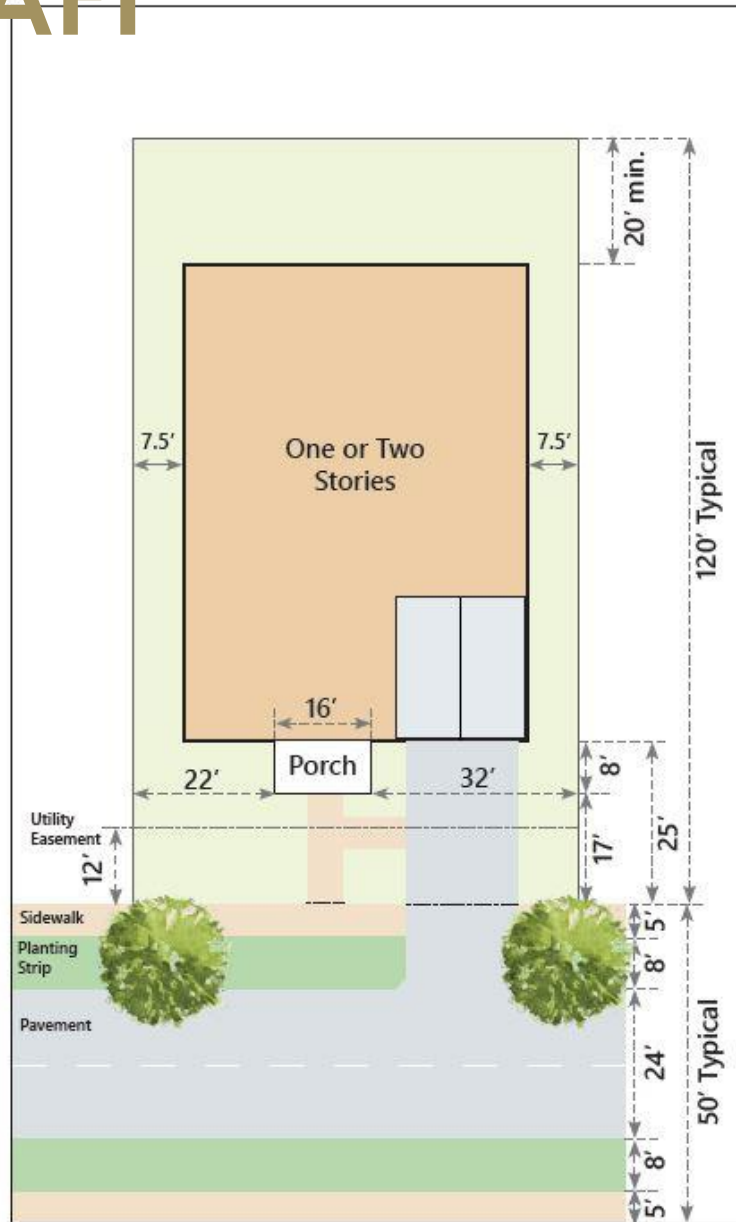
60' WIDE LOT - FRONT LOADED
TWO CAR GARAGE



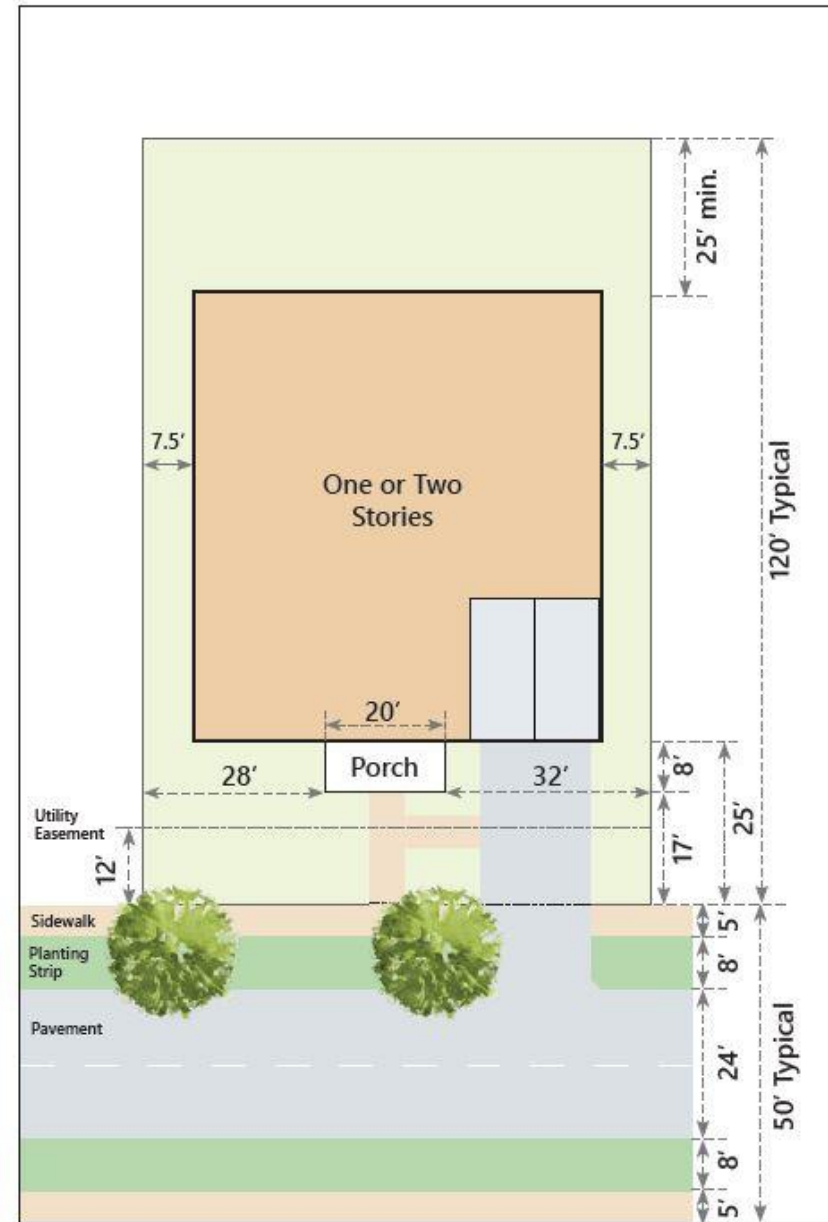
65' WIDE LOT - FRONT LOADED
TWO CAR GARAGE

- Tandem parking is permitted.
- The front facade of buildings without a porch or patio must meet the 17' setback.
- Utility easement is informational and may be required by the City Engineer.

DRAFT



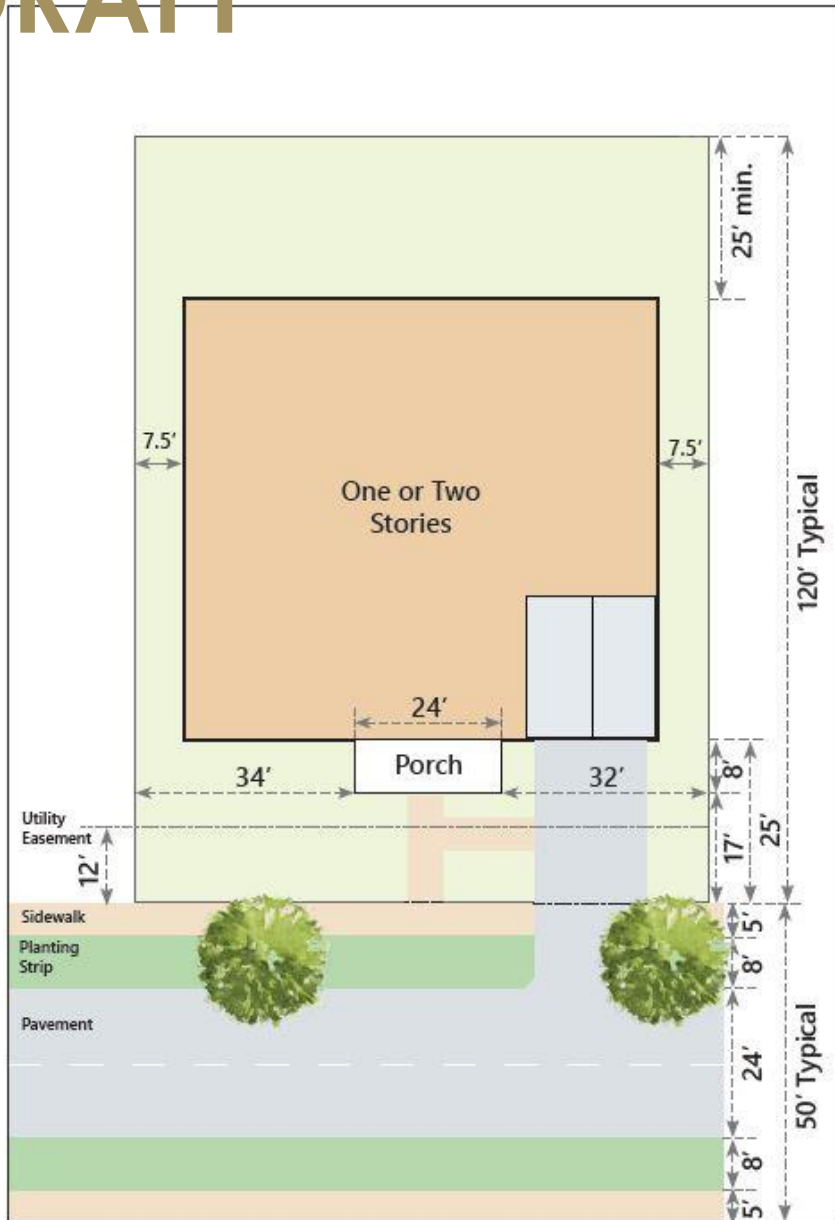
70' WIDE LOT - FRONT LOADED
TWO CAR GARAGE



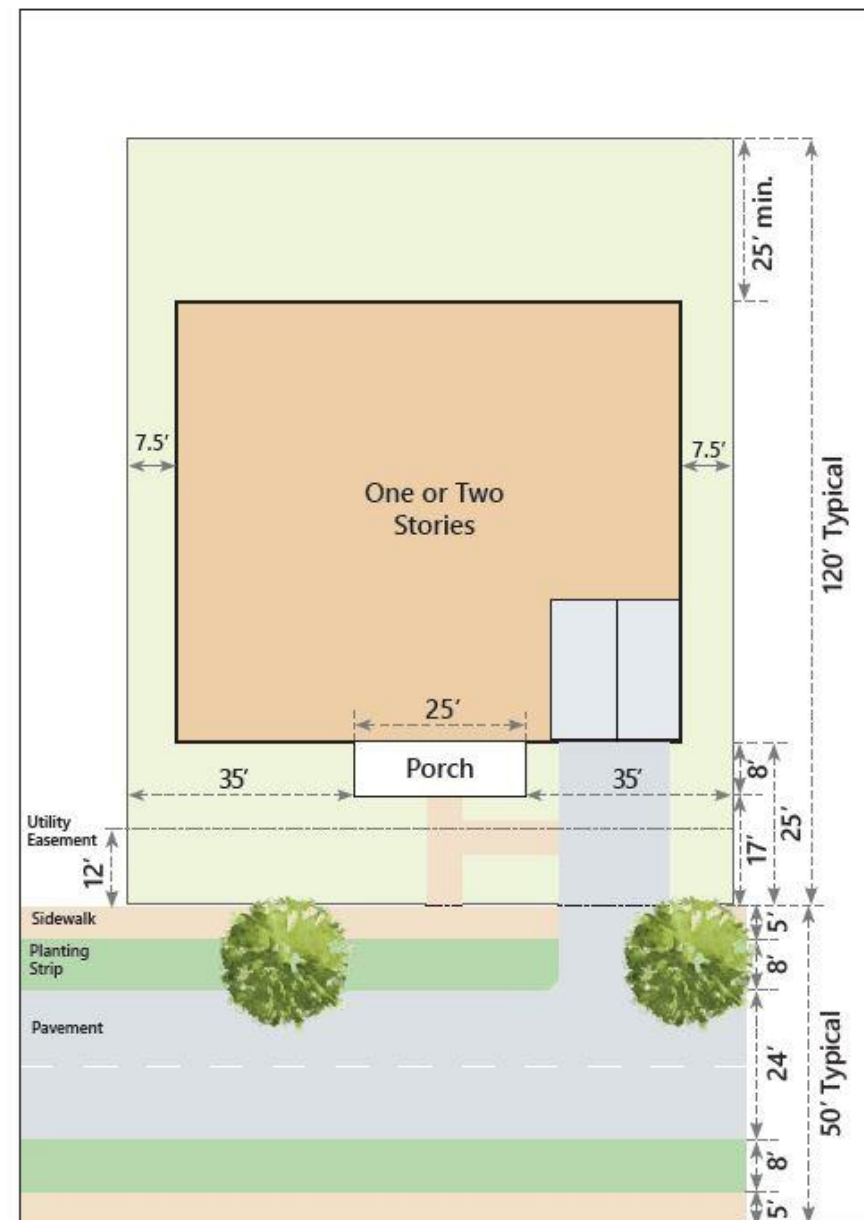
80' WIDE LOT - FRONT LOADED
TWO CAR GARAGE

- Tandem parking is permitted.
- The front facade of buildings without a porch or patio must meet the 17' setback.
- Utility easement is informational and may be required by the City Engineer.

DRAFT



90' WIDE LOT - FRONT LOADED
TWO CAR GARAGE



95' WIDE LOT - FRONT LOADED
TWO CAR GARAGE

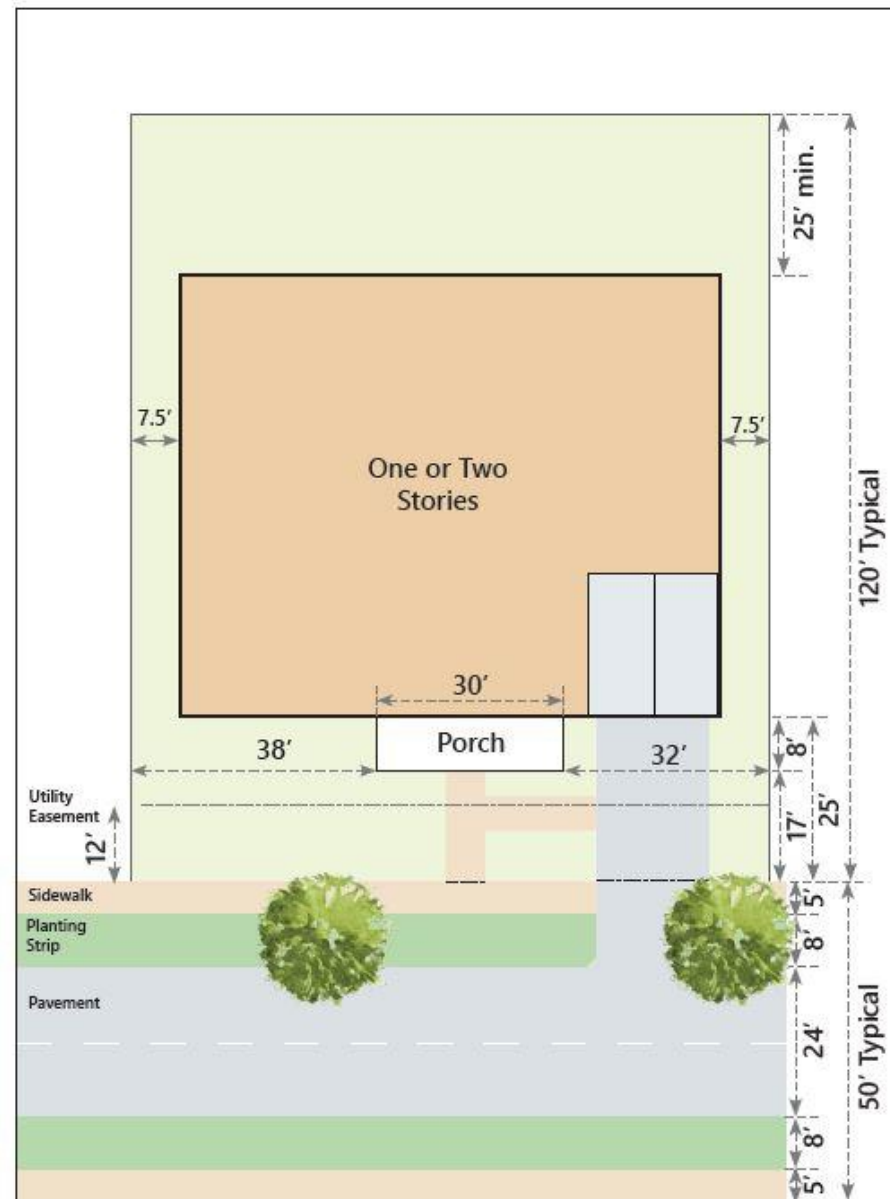
- Tandem parking is permitted.
- The front facade of buildings without a porch or patio must meet the 17' setback.
- Utility easement is informational and may be required by the City Engineer.

DRAFT

FRONT-LOADED LOT CONFIGURATIONS

1

Item 7.6

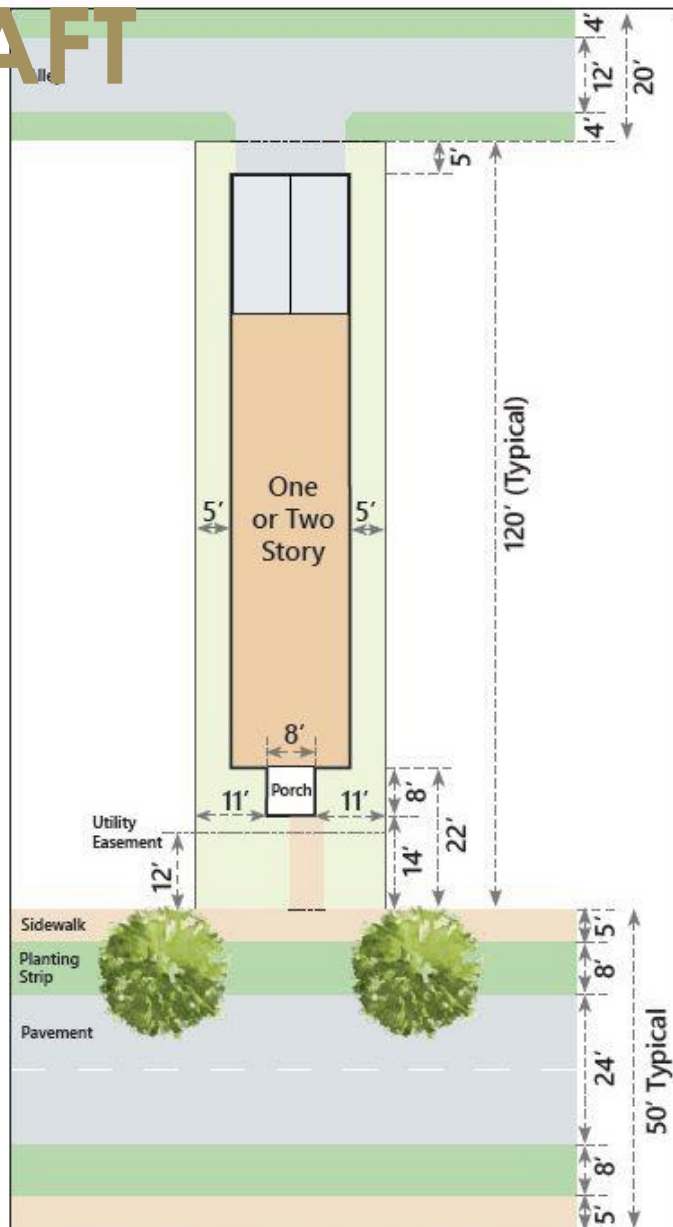


100' WIDE LOT - FRONT LOADED
TWO CAR GARAGE

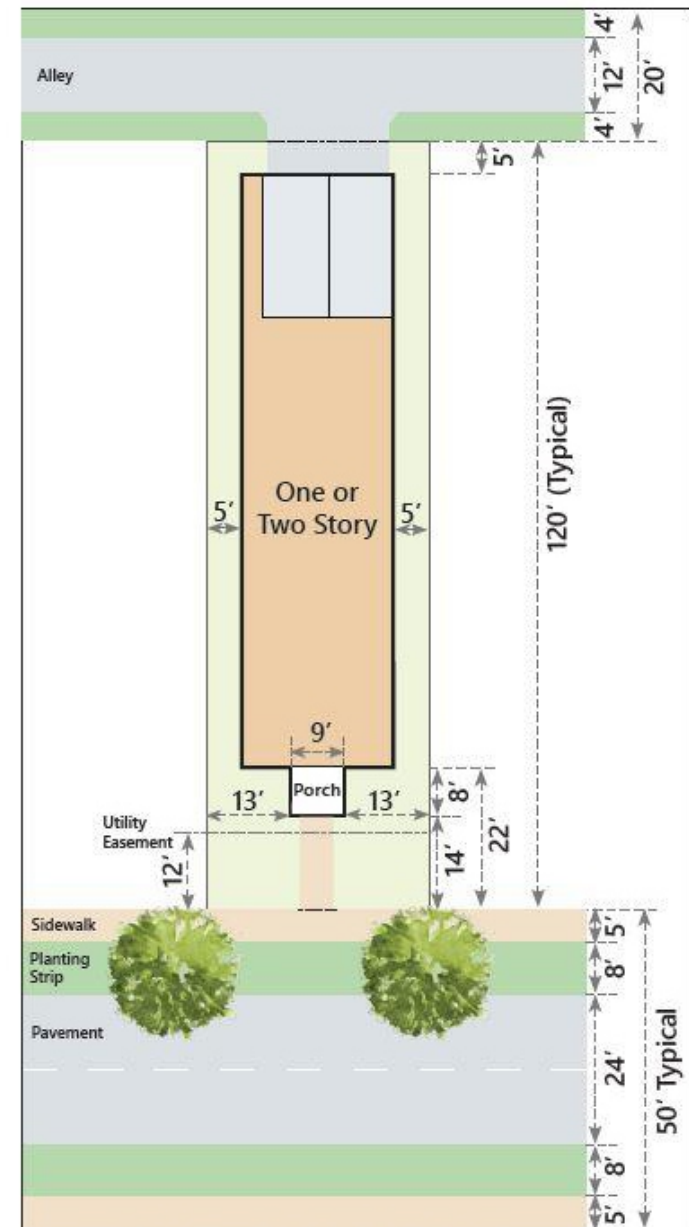
- The front facade of buildings without a porch or patio must meet the 17' setback.
- Utility easement is informational and may be required by the City Engineer.

REAR-LOADED LOT CONFIGURATIONS

DRAFT



30' WIDE LOT - REAR LOADED
ONE, OR TWO
CAR GARAGE



35' WIDE LOT - REAR LOADED
ONE, OR TWO
CAR GARAGE

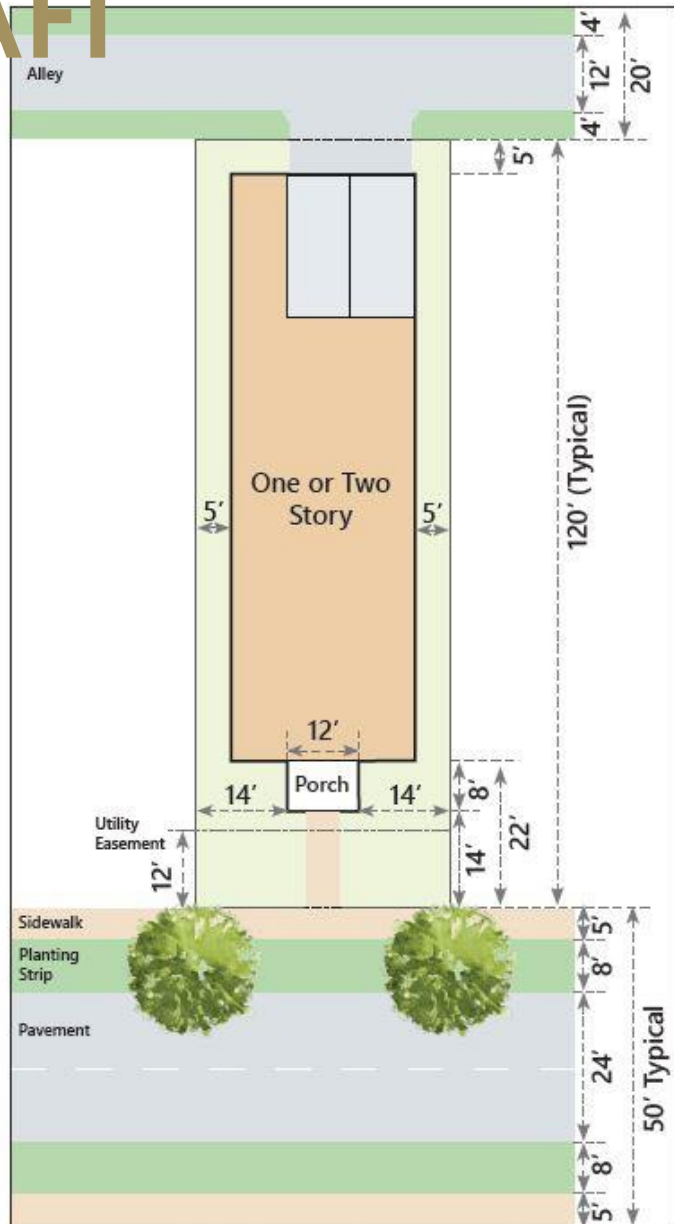
- Principal structures with rear loaded garages must be setback 5' or 20' from the alley tract or easement.
- Optional ADU over the garage on rear loaded plans only.
- Utility easement is informational and may be required by the City Engineer.

DRAFT

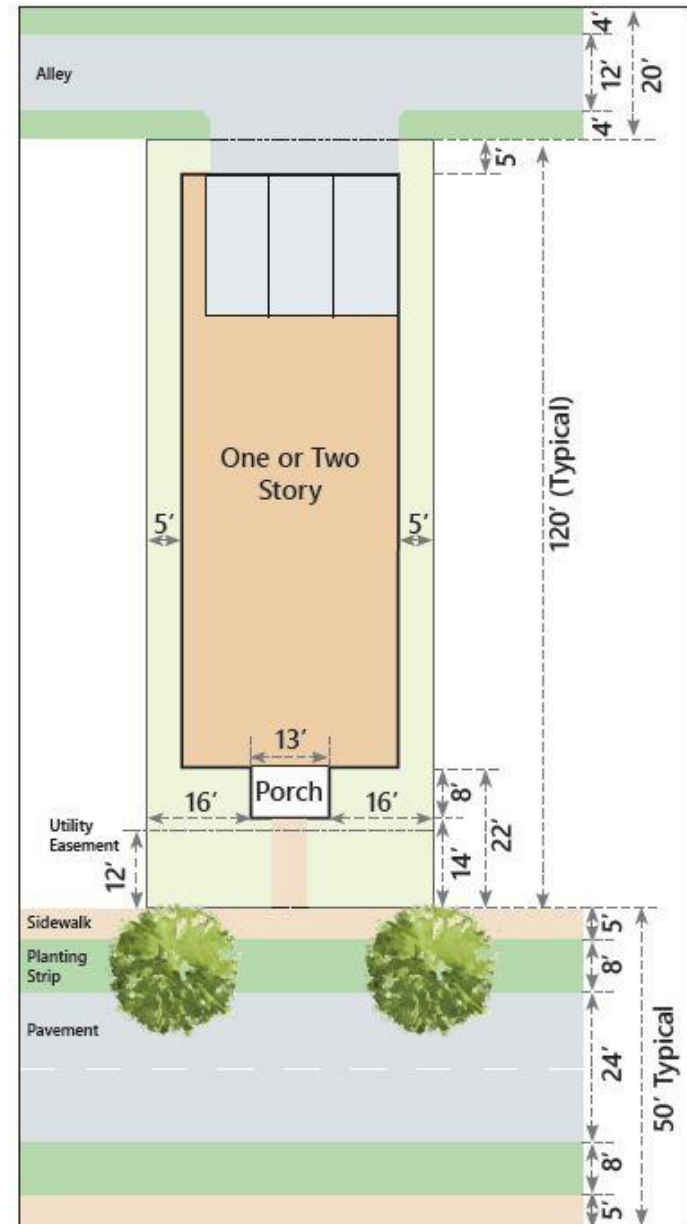
REAR-LOADED LOT CONFIGURATIONS

1

Item 7.6



40' WIDE LOT - REAR LOADED ONE OR TWO CAR GARAGE



45' WIDE LOT - REAR LOADED ONE, TWO, OR THREE CAR GARAGE

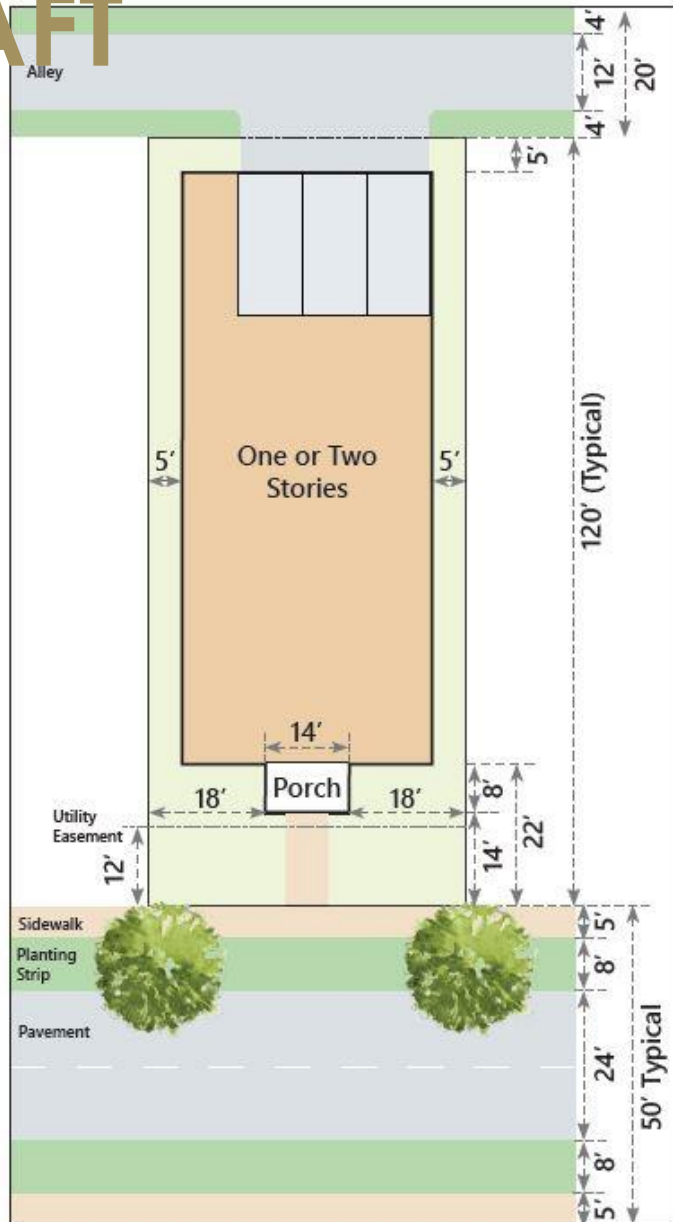
- Principal structures with rear loaded garages must be setback 5' or 20' from the alley tract or easement.
- Optional ADU over the garage on rear loaded plans only.
- Utility easement is informational and may be required by the City Engineer.

DRAFT

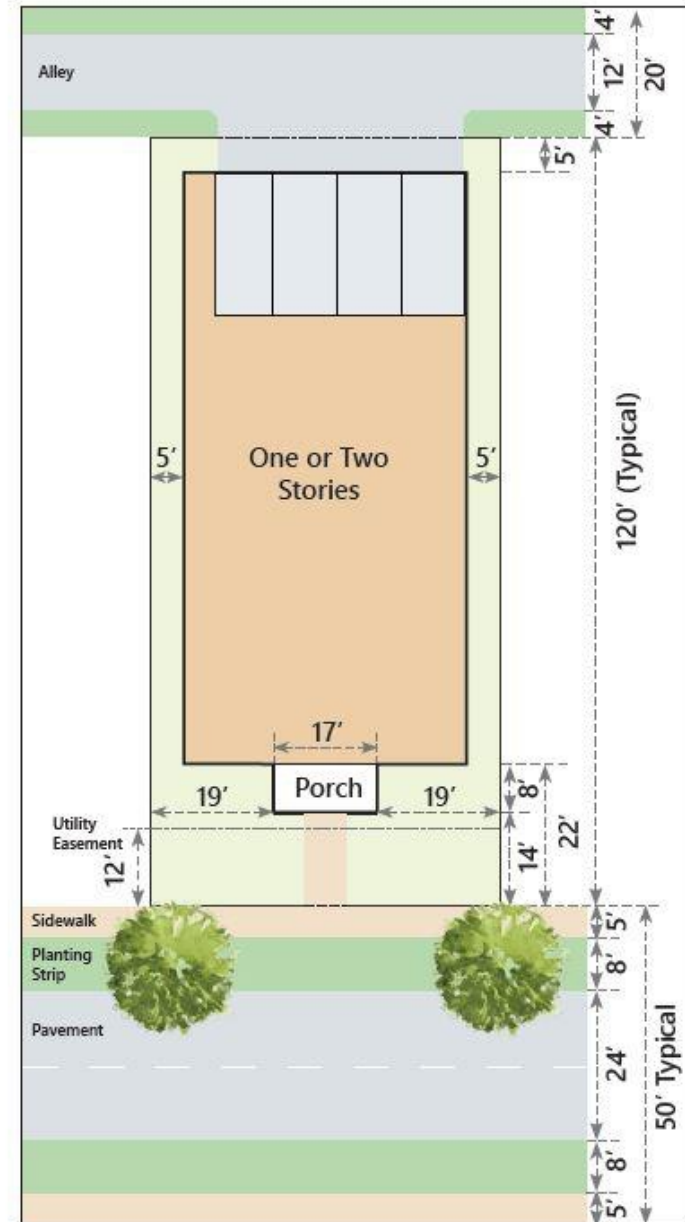
REAR-LOADED LOT CONFIGURATIONS

1

Item 7.6



**50' WIDE LOT - REAR LOADED
TWO OR THREE CAR GARAGE**



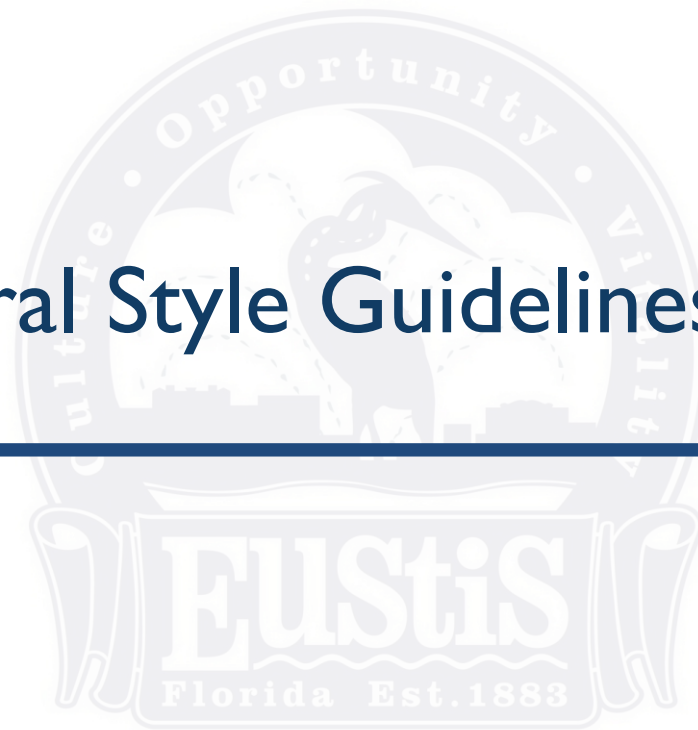
**55' WIDE LOT - REAR LOADED
TWO, THREE, OR FOUR CAR GARAGE/SPACE**

- Principal structures with rear loaded garages must be setback 5' or 20' from the alley tract or easement.
- Optional ADU over the garage on rear loaded plans only.
- Utility easement is informational and may be required by the City Engineer.

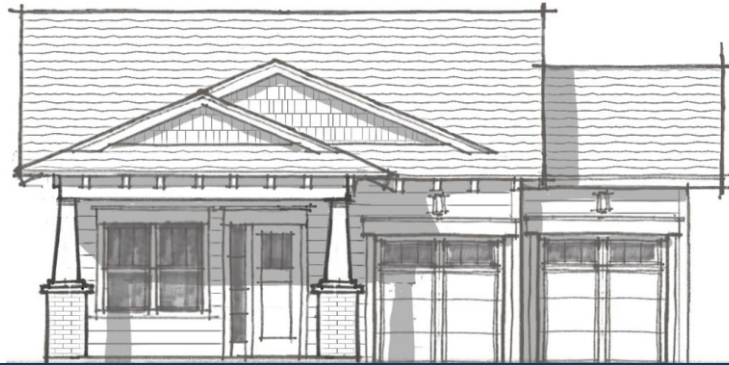
DRAFT

Item 7.6

Architectural Style Guidelines - Advisory



The Architectural Styles at Eustis are Craftsman, Coastal and Transitional Farmhouse.



CRAFTSMAN



COASTAL



TRANSITIONAL FARMHOUSE

The Craftsman style was a 1905 to 1930s offshoot of the British Arts and Crafts movement which began as early as the 1860s.

Craftsman-style architecture emphasizes a simplicity of form and hand craftsmanship. Craftsman-style homes reveal exposed construction elements like rafter tails and gable brackets. They incorporate natural materials like wood shakes and stone. Additional features of Craftsman-style homes include low pitched roofs with large overhangs, covered front porches with tapered pillars, window dormers, and double hung windows with unique but simple divided lite patterns.

The Craftsman-style is not required, but exemplifies an architectural style with exceptional authentic vernacular use of scale and materials.





The Coastal style home is simple in form, with simple and practical informal details. The style is a Florida regional interpretation that has adapted to the warm and humid climate with deep porches, low pitched roofs and deep overhangs.





Traditional farmhouse dates back to the 19th century. These homes were formed strictly out of utility. An agricultural-heavy America made up of small, rural farms needed structures that were practical and efficient, quickly constructed, and were made up of affordable and accessible materials, such as wood.

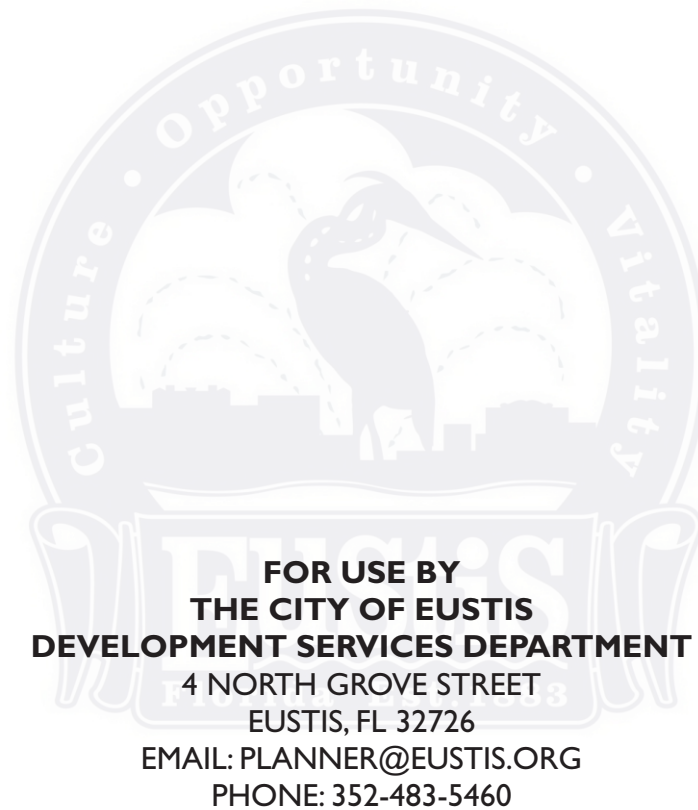
Recent farmhouse style approaches like the Transitional Farmhouse pick up on the clean, simple aesthetic of traditional, utility-focused farmhouses, but have enhanced comfort with the needs associated with contemporary living. In this style, the lines start shifting, such as from a single gable to a shed-side dormer. Large window combinations, and the addition of transoms increase the amount of glass. Awning windows appear along with the casements, and hinged patio doors include full-height sidelites. Gliding patio doors also may be used.





NOTES

Item 7.6



RETURN TO:
CITY CLERK
CITY OF EUSTIS
P.O. DRAWER 68
EUSTIS, FL 32726-0068



ORDINANCE NUMBER 25-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 109.4 (USE REGULATIONS TABLE) TO CLASSIFY "CONCRETE AGGREGATE SHREDDER/CRUSHER" AS AN INDUSTRIAL USE AND TO SPECIFY THE LAND USE CATEGORIES IN WHICH THE USE IS PERMITTED BY RIGHT OR SUBJECT TO CONDITIONAL USE APPROVAL; AMENDING SECTIONS 115-3.1 (URBAN DISTRICTS), 115-3.2 (SUBURBAN DISTRICTS), AND 115-3.3 (RURAL DISTRICTS) RELATING TO DISTRICT REGULATIONS; AMENDING SECTIONS 109-5.4 (URBAN), 109-5.6 (SUBURBAN), AND 109-5.8 (RURAL) TO UPDATE PERFORMANCE STANDARDS; AMENDING SECTION 110-3 REGARDING DEVELOPMENT PATTERN AND DESIGN DISTRICTS; ADDING A NEW SECTION TO 110-4 (BUILDING LOT TYPES) TO ESTABLISH A SINGLE-FAMILY DETACHED LOT TYPE, WHICH MAY BE RENUMBERED AS NECESSARY; ADDING SECTION 115-4.1(b)(3) TO ESTABLISH OPEN SPACE REQUIREMENTS FOR SINGLE-FAMILY SUBDIVISIONS, MULTI-FAMILY, MIXED-USE, AND TOWNHOME DEVELOPMENTS; ADDING SECTION 115-4.9(d)(3) TO ALLOW STORMWATER FACILITIES TO FUNCTION AS AMENITIES; AMENDING SECTION 115-7.3 TO REQUIRE STREET TREES AND TO PROHIBIT ON-STREET PARKING ON RESIDENTIAL STREETS UNLESS DESIGNATED PARKING SPACES ARE PROVIDED; AMENDING SECTION 102-21 REGARDING SITE PLANS AND PRELIMINARY PLATS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the municipal powers granted by Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes, the City of Eustis may exercise all available governmental, corporate, and proprietary powers except when prohibited by law; and

WHEREAS, on July 16, 2009 the City Commission adopted revised Land Development Regulations under Ordinance 09-33 which have since been amended from time to time as necessary to periodically review, revise and update the Land Development Regulations; and

WHEREAS, the Local Planning Agency held a public hearing on June 19, 2025 where it reviewed the proposed revisions to the Land Development Regulations, found them to follow the City's Comprehensive Plan, and recommended forwarding this Ordinance to the City Commission for its consideration;

WHEREAS, the City Commission finds the proposed revisions are necessary to ensure consistency with the Comprehensive Plan, clarify legislative intent, and promote public health, safety, and welfare, as well as foster economic growth; and

WHEREAS, Senate Bill 180 (2025), codified in Chapter 2025-190, Laws of Florida, temporarily restricts municipalities from adopting or enforcing certain land development

Ordinance Number 25-09: LDRs

Page 1 of 33

INSTRUMENT #2025138018
FILED: 11/17/2025 PG 314 - 346 (33 PGS)
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$282.00
Item 7.6

regulations, and the City Commission finds it necessary to delay the effective date of this Ordinance until such restrictions expire, are invalidated by a court of competent jurisdiction, or are otherwise amended by the Florida Legislature, in order to ensure compliance with state law and to preserve the enforceability of this Ordinance.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF EUSTIS HEREBY ORDAINS THE FOLLOWING:

SECTION 1. The above whereas clauses are ratified and confirmed as true and correct.

SECTION 2. The City's Land Development Regulations are hereby amended to read as follows:

* * *

Sec. 102-21. Site plans and preliminary plats.

(a) *Site plan and preliminary subdivision plat submittal requirements.* Unless specifically waived **in writing** by the **D**irector of **D**evelopment **S**ervices, all site plans and preliminary subdivision plats shall be 24 inches × 36 inches in size on plain, white paper and submitted in electronic form as well. If multiple sheets are used, the sheet number and total number of sheets must be clearly indicated on each. Each sheet must contain a title block, scale, north arrow, and date, including a revisions date block. The plans must be signed and sealed by an engineer, architect, or landscape architect licensed to practice in the State of Florida. The site plan and preliminary subdivision plat submittals must include the information required to evaluate compatibility with adjacent land uses, consideration of natural environmental systems on site and adjacent to the site, internal and external connectivity of open space and vehicular and pedestrian access and conceptual compliance with the design standards and requirements of the Land Development Code. Specifically, the submittal shall be deemed sufficient if it includes the following: except that preliminary subdivision plat applications for homestead lot residential subdivisions containing no more than four lots, each lot containing a minimum of one and one-half acres of gross land area, and which do not include establishment of new streets and alleys, shall be deemed sufficient if it includes items under (1), (2)a—d, (5)a, (6)a and k 1—3.

(1) *General information.*

- a. Vicinity or location map drawn to scale.
- b. Name and contact information for owner, applicant, and consultant.
- c. Project name, date, scale, north arrow, and revision dates.
- d. Property address, parcel ID and/or alternate key number.
- e. Boundary survey and legal description.

(2) *Physical site assessment.*

- a. Recent aerial of site and surrounding area within 500 feet of the site.
- b. Soils map, based on the most recent Lake County Soils Survey, drawn at the same scale as the site plan, clearly identifying all soil types, especially those areas which are not suitable for buildings or major structures due to soils limitations.
- c. Map of vegetative cover based on Florida Land Use Classification.
- d. Topographical survey with contour lines, including wetland delineation and 100-year flood elevation, if applicable, signed and sealed boundary survey with legal description and location of all easements.
- e. Tree survey (location, size and type of existing trees or clusters).
- f. Environmental/wildlife habitat study including:
 - 1. Description of the parcel.
 - 2. Documentation of the data collected and reviewed.
 - 3. Field survey (map, characterize, and describe natural habitats located on the site).
 - 4. Protected species survey to include direct sitings and indirect observations (record species that inhabit, cross, or utilize habitats within and immediately adjacent to the site.).
 - 5. Report describing the methodology used, findings, and conclusions/recommendations including aerial photograph that maps and identifies the character and size of the habitats as well as the location of any protected species or signs of their presence. The report shall also describe the **manner-in-which way** the habitats of protected species will be protected or mitigated.
 - 6. For any proposed site within the Wekiva River Protection Area as defined in Part II, Chapter 369, Florida Statutes, the environmental survey shall be conducted in accordance with the city-approved methodology to assess the impacts of development on ground and surface water quality, quantity, hydrology, native vegetation and wildlife species, wetlands and associated uplands.

(3) *Land use assessment.* Map of site and surrounding area within 500 feet of the site depicting existing land use with density/intensity, land use designations and assignment of design districts, including location of all streets (specified by type).

(4) *Traffic circulation.*

- a. Traffic analysis to meet assessment requirements as required by Lake-Sumter **Metropolitan Planning Organization (MPO)**.
- b. Vehicular access points.
- c. Proposed off-site improvements.

(5) *Utilities and services.*

- a. Proposed method and source of water supply and wastewater disposal.
- b. Required capacity for water and wastewater.
- c. General location and size of service lines and connections.
- d. General direction of natural surface drainage flow.
- e. Preliminary drainage calculations and proposed stormwater management system.
- f. Location of on-site wells and septic tanks (if applicable).
- g. Preliminary school concurrency assessment (residential uses only).

(6) Proposed development plan.

- a. Proposed buildings, structures, and/or lot layouts as applicable.
- b. Off-street parking areas (if applicable).
- c. Stormwater management locations and type.
- d. Location and dimensions of all yards, setbacks, buffers and distance between buildings (if applicable).
- e. Identification, in general, of trees to be removed.
- f. Designated Park areas (if applicable).
- g. Designated open space with acreage calculations.
- h. Location and material of screen walls and/or knee walls (if applicable).
- i. Method and location of solid waste disposal.
- j. Table or list of the building and lot types proposed.
- k. Chart of calculations demonstrating compliance with Land Development **Code Regulations** including, but not limited to the following:
 - 1. Gross acreage.
 - 2. Net acreage (less wetlands and water bodies).
 - 3. Net density (total units/net acreage).
 - 4. Open space.
 - 5. Impervious area and percentage.
 - 6. Nonresidential square footage and floor area ratio (if applicable).
 - 7. Off-street parking.
- l. Sign locations **(if applicable)**.
- m. Requested waivers (provide dimensional requirements and cross- sections).
 - 1. **Waivers requested, per Sec. 102-21.1, for smaller lot sizes for residential subdivisions within the Suburban Residential (SR) Future Land Use district are required to follow the Eustis SR Development Standards.**

(7) Block configuration (if applicable).

- a. Perimeter calculation for each block.

(8) **Conceptual Proposed** building **(architectural)** elevations **or renderings** (not required for preliminary subdivision plan) **(color and black and white, if available).**

(9) Phasing plan (if applicable), including proposed completion schedule of amenities and park requirements.

(10) Conceptual landscape and lighting **(photometric)** plan, noting compliance with code requirements; all landscape and irrigation plans shall be signed and sealed by a landscape architect licensed to practice in the State of Florida.

(11) Clearly identify and justify any design variations that are being requested from the specific standards in the Land Development **Code Regulations**, including lot types and street types.

(12) Proposed method of preservation and maintenance of common open space. All developments whose submitted plan indicates the existence of one or more areas to be held in common by the property owners shall have established and maintained a homeowner's association; membership in which will be required for all purchasers of lots or parcels of land within the plat. Said association shall be established by the developer at the time, and as a condition, of platting and shall be acceptable to the city.

(13) Demonstration of compliance with the design processes outlined in chapter 115-3(g) and chapter 110-3.3(f).

(b) Time to Challenge. Any person or entity challenging the validity of this section must do so by filing a lawsuit with a court of competent jurisdiction within 90 days of the date of adoption. Absent the timely filing of a lawsuit in a court of competent jurisdiction within 90 days of the date of adoption, this section shall be the final adjudication of all issues presented herein and not subject to challenge more than 90 days after adoption.

(Ord. No. 16-13, § 1(Exh. A), 5-19-2016; Ord. No. 22-04 , § 1, 2-17-2022)

* * *

Chapter 109 LAND USE DISTRICTS AND DESIGN DISTRICT OVERLAYS¹

(1) *Urban Building Lot Types*. The following building lot types are permitted within the city's urban area.

* * *

Sec. 109-4. Use Regulations Table is hereby amended as follows

* * *

	Residential				Commercial & Industrial		Mixed Use				Other			
Specific Use	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	Standards
KEY: P = Permitted Use L=Permitted Subject to limitations in Standards Column C= Conditional Use Blank = Not Permitted														
INDUSTRIAL														

All light industrial/research except as listed below				L	P		P	C	P	P	L			1, 9
Concrete Aggregate Shredder/Crusher						P				C	P			
Crematorium						C								
Heavy industrial						P								
Research lab w/o manufacturing					P	P	P	C	C	P				
Self service storage						C								
Warehouse and freight movement						P				L				10
Wholesale trade					P	C	P	C	P	P				10

* * *

Sec. 109-5.4. Urban performance standards

The city has established four distinct design districts within the urban area: neighborhood, center, corridor and district. The following provisions apply to all urban districts. Specific standards by district are also included herein.

BUILDING TYPES	LOT	URBAN			
		NHB	DST	COR	CTR
HOMESTEAD ⁽³⁾					
ESTATE ⁽³⁾	X				
HOUSE ⁽³⁾	X			X	X
COTTAGE ⁽³⁾	X ⁽²⁾				X
SINGLE-FAMILY DETACHED	X				
DUPLEX	X			X	X
TOWNHOUSE	X			X	X
APARTMENT HOUSE	X			X	X
COURTYARD APARTMENT	X			X	X
APARTMENT BUILDING	X			X	X
LIVE/WORK BUILDING	X			X	X

Ordinance Number 25-09: LDRs

Page 6 of 33

MIXED-USE BUILDING	X(1)		X	X
MULTI-STORY COMMERCIAL BUILDING	X(1)		X	X
LARGE-FORMAT RETAIL BUILDING		X	X	X
COMMERCIAL BUILDING		X	X	X
PEDESTAL BUILDING				
LINER BUILDING				
INDUSTRIAL BUILDING		X		
CIVIC BUILDING	X	X	X	X
APARTMENT COMPLEX			X	
RETAIL COMPLEX		X	X	

(X) Permitted, Blank cell - prohibited.

(1) The size shall be limited to neighborhood scale.

(2) Up to four cottage building lot types when developed as one project, may apply for a waiver to permit an averaging of the side setback.

(3) New subdivisions within the Suburban Residential (SR) Future Land Use District shall be limited to Single-family Detached building lot types, unless a waiver is granted to permit Homestead, Estate, House, or Cottage lot types.

(4) Time to Challenge. Any person or entity challenging the validity of this section must do so by filing a lawsuit with a court of competent jurisdiction within 90 days of the date of adoption. Absent the timely filing of a lawsuit in a court of competent jurisdiction within 90 days of the date of adoption, this section shall be the final adjudication of all issues presented herein and not subject to challenge more than 90 days after adoption.

(Ord. No. 16-31, § 1.d. (Exh. A), 12-15-2016)

Sec. 109-5.6. Suburban performance standards.

The city has established four distinct design districts within the suburban area: neighborhood, center, corridor and district. The following provisions apply to all districts. Specific standards by district are also included herein.

(1) Suburban building lot types. The following building lot types are permitted within the city's suburban area:

BUILDING TYPES	LOT	SUBURBAN			
		NHB	DST	COR	CTR

Ordinance Number 25-09: LDRs

Page 7 of 33

HOMESTEAD ⁽⁴⁾				
ESTATE ⁽⁴⁾	X		X ⁽³⁾	
HOUSE ⁽⁴⁾	X		X ⁽³⁾	
COTTAGE ⁽⁴⁾			X ⁽³⁾	
SINGLE-FAMILY DETACHED	X		X⁽³⁾	
DUPLEX	X		X ⁽³⁾	
TOWNHOUSE	X ⁽²⁾		X	X
APARTMENT HOUSE	X ⁽²⁾		X	X
COURTYARD APARTMENT	X ⁽²⁾		X	X
APARTMENT BUILDING	X ⁽²⁾		X	X
LIVE/WORK BUILDING			X	X
MIXED-USE BUILDING	X ⁽¹⁾		X	X
MULTI-STORY COMMERCIAL BUILDING	X ⁽¹⁾		X	X
LARGE-FORMAT RETAIL BUILDING		X	X	
COMMERCIAL BUILDING		X	X	
PEDESTAL BUILDING		X		
LINER BUILDING				
INDUSTRIAL BUILDING		X		
CIVIC BUILDING	X	X	X	X
APARTMENT COMPLEX			X	X
RETAIL COMPLEX		X	X	X
INDUSTRIAL COMPLEX		X		

(X) Permitted, Blank cell - prohibited.

(1) The size shall be limited to neighborhood scale.

(2) All apartment, townhome building types are permitted only on parcels with an MCR land use designation or as part of a mixed-use project that requires a minimum of 15% of the development acreage to be devoted to nonresidential support use.

(3) Permitted within a PUD.

(4) New subdivisions within the Suburban Residential (SR) Future Land Use District shall be limited to Single-family Detached building lot types, unless a waiver is granted to permit Homestead, Estate, House, or Cottage lot types.

(5) Time to Challenge. Any person or entity challenging the validity of this section must do so by filing a lawsuit with a court of competent jurisdiction within 90 days of the date of adoption. Absent the timely filing of a lawsuit in a court of competent jurisdiction within 90 days of the date of adoption, this section shall be the final adjudication of all issues presented herein and not subject to challenge more than 90 days after adoption.

(Ord. No. 16-31, §1.d (Exh. A), 12-15-2016)

* * *

Sec. 109-5.8. Rural performance standards.

The city has established four distinct design districts within the rural area: neighborhood, center, corridor and district. The following provisions apply to all districts. Specific standards by district are also included herein.

(1) Rural building lot types. The following building lot types are permitted within the city's rural area:

BUILDING LOT TYPES	RURAL			
	NHB	DST	COR	CTR
HOMESTEAD ⁽¹⁾	X			
ESTATE ⁽¹⁾	X			
HOUSE ⁽¹⁾	X			
COTTAGE ⁽¹⁾				X
<u>SINGLE-FAMILY DETACHED</u>	<u>X</u>			<u>X</u>
DUPLEX	X			X
TOWNHOUSE				X
APARTMENT HOUSE				X
COURTYARD APARTMENT				
APARTMENT BUILDING				
LIVE/WORK BUILDING				X
MIXED-USE BUILDING				X
MULTI-STORY COMMERCIAL BUILDING				X
LARGE-FORMAT RETAIL BUILDING				
COMMERCIAL BUILDING				
PEDESTAL BUILDING				
LINER BUILDING				
INDUSTRIAL BUILDING		X		
CIVIC BUILDING	X	X	X	X

APARTMENT COMPLEX			X	
RETAIL COMPLEX		X	X	

(X) Permitted, Blank cell – prohibited.

(1) New subdivisions within the Suburban Residential (SR) Future Land Use District shall be limited to Single-family Detached building lot types, unless a waiver is granted to permit Homestead, Estate, House, or Cottage lot types.

(2) Time to Challenge. Any person or entity challenging the validity of this section must do so by filing a lawsuit with a court of competent jurisdiction within 90 days of the date of adoption. Absent the timely filing of a lawsuit in a court of competent jurisdiction within 90 days of the date of adoption, this section shall be the final adjudication of all issues presented herein and not subject to challenge more than 90 days after adoption.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

* * *

Chapter 110 DEVELOPMENT STANDARDS²

* * *

Sec. 110-3. Development pattern and design districts.

The development patterns are classified as urban, suburban or rural. Within each development pattern there are four design districts. They are categorized as 1) Neighborhood (NHB), 2) District (DST), 3) Center (CTR) and 4) Corridor (COR). These development patterns and district combinations are defined and described with graphic illustrations in chapter 109. The design development standards for each pattern and district are provided herein.

(a) *Building lot types.* There are **nineteen (19)** building lot types and three complex lot types.

(1) **HOMESTEAD:** A building lot located and designed to accommodate a detached building with large common lot yards, rear yards and street yards for a rural area.

(2) **ESTATE:** A building lot located and designed to accommodate a detached building with large common lot yards, rear yards and street yards.

(3) **HOUSE:** A building lot located and designed to accommodate a detached building with small common lot yards and a large street yard.

(4) **COTTAGE:** A building lot located and designed to accommodate a small, detached building with small common lot and street yards.

(5) **SINGLE-FAMILY: A building lot located and designed to accommodate a detached single-family building with varied sizes of rear yards, common yards and street yards. This is the only permitted building lot type for detached single-family within the Suburban Residential (SR) Future Land Use District.**

- (6) **DUPLEX:** A building lot located and designed to accommodate a building with small common lot yards and a large street yard and containing two attached dwellings.
- (7) **TOWNHOUSE:** A building lot located and designed to accommodate a building with common walls on both side building lot lines and a private garden to the rear.
- (8) **APARTMENT HOUSE:** A building lot located and designed to accommodate a detached building which resembles a large house but which contains multiple dwellings above and beside each other.
- (9) **COURTYARD APARTMENT:** A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to the street.
- (10) **APARTMENT BUILDING:** A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.
- (11) **LIVE-WORK BUILDING:** A building lot located and designed to accommodate an attached or detached building with residential uses, commercial uses, or a combination of the two within individually occupied live-work units, all of which may occupy any story of the building.
- (12) **MIXED-USE BUILDING LOT:** A building lot located and designed to accommodate a multi-story building with multiple dwellings in upper stories and various commercial uses in any stories.
- (13) **MULTI-STORY COMMERCIAL BUILDING:** A building lot located and designed to accommodate a multi-story building with commercial and office uses in any story.
- (14) **LARGE-FORMAT RETAIL BUILDING:** A building lot located and designed to accommodate a large footprint building with one or more uses.
- (15) **COMMERCIAL BUILDING:** A building lot located and designed to accommodate single use office and retail that are predominately located on corridors as part of a retail complex.
- (16) **PEDESTAL BUILDING:** A building lot located and designed to accommodate the tallest permissible building whose primary facade must be stepped back to reduce its apparent bulk when viewed from the sidewalk.
- (17) **LINER BUILDING:** A building lot located and designed to accommodate a large footprint building such as a parking garage, cinema, supermarket, etc., which is surrounded by a liner building which conceals large expanses of blank walls and faces the street with ample windows and doors opening onto the sidewalk.
- (18) **INDUSTRIAL BUILDING:** A building lot located and designed to accommodate industrial uses.
- (19) **CIVIC:** A building lot located and designed to accommodate a building containing public or civic uses such as community services, day care, education, government, places of worship, or social services.
- (20) **APARTMENT COMPLEX:** A complex is located and designed for development over five acres in size and accommodates one or more multifamily building lot types.

(21) **RETAIL COMPLEX:** A complex is located and designed for development over five acres in size and accommodates commercial buildings, large format retail building lot type, mixed use building lot types, and multi-story commercial building lot types. A block structure will be required for this type of development and is outlined in section 115-7.1(a).

(22) **INDUSTRIAL COMPLEX:** A complex is located and designed for development over five acres in size and accommodates multiple industrial building types in one complex.

(b) Time to Challenge. Any person or entity challenging the validity of this section must do so by filing a lawsuit with a court of competent jurisdiction within 90 days of the date of adoption. Absent the timely filing of a lawsuit in a court of competent jurisdiction within 90 days of the date of adoption, this section shall be the final adjudication of all issues presented herein and not subject to challenge more than 90 days after adoption.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

* * *

Sec. 110-4. Single-family detached lot.

A building lot located and designed to accommodate a detached single-family building with varied sizes of rear yards, common yards and street yards. This is the only permitted building lot type for detached single-family within the Suburban Residential (SR) Future Land Use District.

	<u>Suburban Residential (SR)</u>
<u>LOT REQUIREMENTS</u>	<u>MIN</u>
<u>Lot Width (ft)</u>	<u>100</u>
<u>Lot Depth (ft)</u>	<u>100</u>
<u>Lot Size (ft)</u>	<u>10,000</u>
<u>BUILDING ENVELOPE</u>	<u>MAX</u>
<u>Street Setback (ft)</u>	<u>25</u>
<u>Common Lot Setback (ft)</u>	<u>7.5</u>
<u>Alley or Rear Setback (ft)</u>	<u>10</u>
<u>Frontage Buildout %</u>	<u>--</u>
<u>ACC BLDG ENVELOPE</u>	<u>MAX</u>
<u>Street Setback (ft)</u>	<u>10' behind building frontage</u>
<u>Common Lot Setback (ft)</u>	<u>5</u>
<u>Rear Setback (ft)</u>	<u>5</u>
<u>BUILDING HEIGHT</u>	<u>MAX</u>
<u>Principal Building (st)</u>	<u>2</u>
<u>Accessory Building(s) (st)</u>	<u>2</u>
<u>PARKING PROVISIONS</u>	
<u>Location</u>	<u>Zones 2 and 3</u>

PRIVATE FRONTAGES	
<u>Common Lawn</u>	X
<u>Porch and Fence</u>	X
<u>Forecourt</u>	
<u>Stoop</u>	
<u>Shopfront and Awning</u>	
<u>Gallery</u>	
<u>Arcade</u>	

Time to Challenge. Any person or entity challenging the validity of this section must do so by filing a lawsuit with a court of competent jurisdiction within 90 days of the date of adoption. Absent the timely filing of a lawsuit in a court of competent jurisdiction within 90 days of the date of adoption, this section shall be the final adjudication of all issues presented herein and not subject to challenge more than 90 days after adoption.

* * *

Chapter 115 GENERAL BUILDING AND SITE STANDARDS

* * *

Sec. 115-3. - Residential compatibility and design district transitions.

The compatibility standards below provide standard and predictable measures for establishing and creating compatibility through landscapes, buffers, natural areas or transitional development practices in an effort to lessen impacts and integrate development along the edges of properties where different land use districts or densities are present, as provided for in the future land use element of the comprehensive plan. These standards are in addition to the development pattern and design district standards in Chapter 109 that provide for compatible lot typologies.

(Ord. No. 21-09, § 1, 6-17-2021)

Sec. 115-3.1. - Urban Districts.

(a) Urban residential compatibility. The maximum residential density permitted within any urban design district shall be consistent with the maximum density of the applicable land use district assigned to each individual property.

(b) When any urban design district abuts an existing development in an urban design district, and proposed new residential lots will share a common boundary with existing or platted lots:

The width of the new lots may be no more than 110 percent of the width of the existing or platted lots, unless such existing or platted lots are non-conforming with the urban design district standards.

(c) When any urban design district abuts a suburban design district, and proposed new residential lots will share a common boundary with existing or platted lots:

(1) The width of the new lots may be no less than 60 percent of the width of the existing or platted lots, unless:

a. A landscape buffer (7 to 10 feet wide) is provided between the new lots and existing or platted lots; or

b. Park space as permitted by section 115-8.1 is provided between the new lots and the existing platted lots; or

c. A consistent opaque buffer wall/fence is provided between the new lots and the existing or platted lots.

(d) Master Planning Requirement. Urban district properties larger than 300 acres must undergo a comprehensive master planning process before development. This process shall incorporate agreed-upon design standards, pattern books, covenants and restrictions, and other planning techniques/best practices to promote cohesive, well-integrated land use.

(e) Time to Challenge. Any person or entity challenging the validity of this section must do so by filing a lawsuit with a court of competent jurisdiction within 90 days of the date of adoption. Absent the timely filing of a lawsuit in a court of competent jurisdiction within 90 days of the date of adoption, this section shall be the final adjudication of all issues presented herein and not subject to challenge more than 90 days after adoption.

Sec. 115-3.2. - Suburban Districts.

(a) Suburban residential compatibility. The maximum residential density permitted within any suburban design district shall be consistent with the maximum density of the applicable land use district assigned to each individual property.

(b) When any suburban design district abuts an existing development in a suburban district, and proposed new residential lots will share a common boundary with existing or platted lots:

(1) The width of the new lots may be no more than 150 percent of the width of the existing or platted lots, unless:

a. The existing or platted lots are non-conforming to the suburban design district standards;

b. Central sewer service is not available.

c. When any suburban design district abuts a rural design district, and proposed new residential lots will share a common boundary with existing or platted lots:

(1) The width of the new lots may be no less than 75 percent of the width of the existing or platted lots; unless:

a. A landscape buffer (10 to 15 feet wide) is provided between the new lots and existing or platted lots; or

b. Park space as permitted by section 115-8.3 is provided between the new lots and existing or platted lots.

c. Master Planning Requirement. Suburban district properties larger than 300 acres must undergo a comprehensive master planning process before development. This process shall incorporate agreed-upon design standards, pattern books, covenants and restrictions, and other planning techniques/best practices to promote cohesive, well-integrated land use.

d. Time to Challenge. Any person or entity challenging the validity of this section must do so by filing a lawsuit with a court of competent jurisdiction within 90 days of the date of adoption. Absent the timely filing of a lawsuit in a court of competent jurisdiction within 90 days of the date of adoption, this section shall be the final adjudication of all issues presented herein and not subject to challenge more than 90 days after adoption.

Sec. 115-3.3. - Rural Districts.

a. Rural residential compatibility. For lands within the rural design district, the maximum residential density permitted shall be consistent with the maximum density of the applicable land use district assigned to each individual property.

b. When any rural design district abuts an existing development in a suburban district, and proposed new residential lots will share a common boundary with existing or platted lots:

(1) The width of the new lots may be no more than 200 percent of the width of the existing or platted lots, unless:

a. The existing or platted lots are non-conforming to the suburban design district standards;

b. Central sewer service is not available.

c. When any rural design district abuts an existing development in a rural district, and proposed new residential lots will share a common boundary with existing or platted lots:

1. The width of the new lots may not be less than 85 percent of the width of the existing or platted lots, unless:

i. A landscape buffer (15 to 25 feet wide) is provided between the new lots and existing or platted lots; or

ii. Park space as permitted by section 115-8.3 is provided between the new lots and existing or platted lots.

d. Master Planning Requirement. Rural district properties larger than 300 acres must undergo a comprehensive master planning process before development. This process shall incorporate agreed-upon design standards, pattern books, covenants and restrictions, and other planning techniques/best practices to promote cohesive, well-integrated land use.

e. **Time to Challenge.** Any person or entity challenging the validity of this section must do so by filing a lawsuit with a court of competent jurisdiction within 90 days of the date of adoption. Absent the timely filing of a lawsuit in a court of competent jurisdiction within 90 days of the date of adoption, this section shall be the final adjudication of all issues presented herein and not subject to challenge more than 90 days after adoption.

* * *

Sec. 115-3.4. Residential Subdivision Standards for all design districts within the Suburban Residential Future Land Use District.

(a) For all residential subdivisions containing more than ten lots within the Suburban Residential (SR) Future Land Use District, all provisions of Section 115 shall apply, except that the standards specified herein supersede the requirements of Section 115, regardless of the design district in which the properties are located.

(1) **Building Lot Types.** For detached single-family development, single-family detached building lot types are the only lot type permitted.

a. If the applicant desires to include smaller lot types within the development, the applicant shall apply for a waiver, per Sec. 102-21.1, to a smaller lot size provided for in the Eustis SR Development Standards.

(2) **Double-Frontage Lots.** The use of double-frontage lots shall be strongly discouraged except where essential to overcome disadvantages of topography or environmental characteristics.

(3) **Streets.** Streets must be designed to accommodate multimodal traffic and serve a variety of users. This section is intended to acknowledge this and provide guidance for future roadway construction and reconstruction.

a. The internal street network must comply with or exceed the minimum standards of Residential Road, Residential Street, or Rear Alley types from Section 115.7.3., including street trees and sidewalks where applicable.

b. Cul-de-sacs are discouraged. If a residential street does not provide connectivity outside of direct access from residences to the surrounding street network, it shall be a private street dedicated to a property owner's association. Cross access to abutting properties or stubs out to vacant adjacent sites will be considered providing connectivity.

c. For all residential subdivisions containing more than ten lots within the Suburban Residential (SR) Future Land Use District, this standard shall supersede the permissible street types table outlined in Sec. 115-7.3.2.

(4) **Street Trees.** Street trees are required in parkway strips between the road and sidewalk.

a. Canopy (overstory) trees shall be provided in the streetscape spaced at one (1) tree per forty (40) feet of property frontage. Waivers for tree spacing may be considered for access drives or the construction of on-street parking spaces.

b. Minimum widths for parkway strips are required to comply with the minimum standards of Residential Road, Residential Street, or Rear Alley types from Section 115.7.3.

(5) Time to Challenge. Any person or entity challenging the validity of this section must do so by filing a lawsuit with a court of competent jurisdiction within 90 days of the date of adoption. Absent the timely filing of a lawsuit in a court of competent jurisdiction within 90 days of the date of adoption, this section shall be the final adjudication of all issues presented herein and not subject to challenge more than 90 days after adoption.

* * *

Sec. 115-4.1 Open space.

(a) When there is a requirement that the minimum open space required within a development be under common ownership or unified control, or within a subdivision, the open space shall be property under control of the developer or in public or common private ownership. It shall not be in individual lots unless restricted by a conservation easement protecting natural resources and prohibiting construction of impervious surface improvements.

(b) Open space may be used for parks, recreation, conservation, preservation of native habitat and other natural resources, stormwater management, historic or scenic purposes. When used for recreation, the following shall apply:

(1) Recreational activities in conservation or preservation open space areas shall maintain the areas in their natural state with little or no land disturbance. Structures are limited to improvements such as boardwalks, permeable pathways and signage necessary for resource management.

(2) Recreational activities in all other open space areas may include but are not limited to active and passive recreation where not more than five percent of the area of any required open space shall be occupied by impervious surfaces other than sidewalks, boardwalks, and other pedestrian pathways.

(3) For multi-family, mixed-use, and townhome developments, programmed open spaces and recreational areas shall be centrally located and shall be visually and physically connected to a street. If it is not possible to provide a centrally located recreational area, justification shall be provided by the applicant, and the alternative proposal shall be subject to approval by the Development Services Director or their designee.

a. Acceptable justifications include site constraints due to existing natural features or requests to locate open space around one or more clustered protected or specimen trees.

(4) Time to Challenge. Any person or entity challenging the validity of this section must do so by filing a lawsuit with a court of competent jurisdiction within 90 days of the date of adoption. Absent the timely filing of a lawsuit in a court of competent jurisdiction within 90 days of the date of adoption, this section shall be the final adjudication of all issues presented herein and not subject to challenge more than 90 days after adoption.

(Ordinance 16-31, 12-15-2016)

* * *

Sec. 115-4.9. Stormwater management.

(a) Purpose and intent. The purpose of this section is to provide stormwater management for protecting the public health, safety, and welfare from deterioration of water quality, damage of property and infrastructures, and degradation of environment. The intent of the stormwater management is to confine and regulate runoff from polluting surface water, reducing erosion and sedimentation, preventing flooding and endangerment of the ecological balance of the environment. Proper stormwater management enhances landscape value, increases groundwater recharge, and decreases groundwater consumption. All new developments require stormwater management with the financial responsibility of design, permits, construction and maintenance being born by the developer.

(b) Permitting. A site development permit is required for all construction activities such as land clearing for stormwater control, subdivision development, infrastructures installation, pavement, altering shoreline or water bodies functions, etc. Exemptions will be provided for activities such as individual residential construction within a permitted subdivision, agricultural and silvicultural activities permitted by regulatory agencies as required. All permit applications shall include sufficient information and documentation in the form of maps, plans, specifications, and calculations signed and sealed as required by law.

(c) Performance criteria and standards. All stormwater management shall be planned, designed, constructed and maintained to meet the performance criteria and standards as described herein and required by law. The city engineer shall provide stormwater construction specifications and standards.

(1) Pollution abatement. Stormwater runoff shall be contained as required by state and federal regulatory agencies to provide retention and detention storage as required by the agency having jurisdiction (St. Johns River Water Management District). In unincorporated planning areas, both St. Johns River Water Management District and Lake County Environmental Services shall be contacted for permit requirements. Retention basins with percolation and detention basins without filtration (wet detention) are recommended. The use of detention basins with underdrain filtration (dry detention) is discouraged due to maintenance problems.

(2) Water quantity and flood control. Stormwater runoff shall be contained as required by state and federal regulatory agencies to limit post-development peak rate and volume discharge as required by the agency having jurisdiction (St. Johns River Water Management District). Designs for the drainage basins shall be based on storm events as follows:

a. The 25-year 96-hour storm event shall be used for land locked (without positive drainage outfall) areas which are:

1. Low-lying with a history of flooding problems; or
2. Have a high water table; or
3. Contain impervious soils.

Stormwater runoff shall be contained such that the post-development volume of runoff shall not exceed pre-development conditions based on a 25-year, 96-hour storm event. For certain drainage basins as identified in the city's 1990 stormwater facilities study there may be additional requirements to achieve discharge and flood control requirements.

b. The 25-year, 24-hour storm event shall be used for areas having positive drainage outfall to an existing storm sewer or drainage ditch which leads to open surface waters of a lake or a canal. The post-development peak rate of discharge of stormwater runoff shall not exceed the pre-development conditions.

c. Retention systems must provide an available capacity for the appropriate treatment volume of stormwater within 72 hours following a storm event assuming average antecedent moisture conditions. Percolation rates for soils within the retention /detention area shall be determined by a geotechnical engineer and contained within a signed and sealed soils report.

Percolation rates must be designed with a safety factor of at least two unless the applicant affirmatively demonstrates based on plans, test results, calculations or other information that a lower safety factor is appropriate for the specific site conditions.

d. Plans and calculations for all stormwater retention/detention facility shall be sealed by a degreed civil engineer registered in the state who shall assume all responsibility and liability for their form, function and performance

(3) *Erosion control.* Erosion and sedimentation control devices shall be installed between the disturbed area and water bodies, watercourses and wetlands prior to construction. Vegetated buffer strips shall be retained in their natural state along the banks of all watercourses, water bodies and wetlands. Best management practices (BMPs) as described by the state department of environmental regulation's Florida Land Development Manual shall be incorporated into all designs to control erosion on site and sedimentation in watercourses.

(4) *Flood plain.* Development within the flood plain is discouraged. Construction within the flood prone areas as defined by Federal Emergency Management Act maps shall be compensated by providing storage volume for all flood water displaced by development below the elevation of the 100-year flood plain. All developments within riverine flood prone areas shall be designed to maintain the flood carrying capacity of the floodway such that the flood elevations are not increased, either upstream or downstream. Additionally, portions of structures below the flood area must be flood-proofed.

(5) *Off-site drainage.* Off-site areas which drain to or across a developing site must be accommodated in the stormwater management plans. Developing sites which drain to off-site areas must include those off-site areas in the stormwater management plans. The stormwater management system for the development must be capable of transporting flows without increasing stages or flows upstream or downstream of the developing areas. Stormwater runoff shall be contained at site without draining to the adjacent property unless proper drainage easement is secured.

(6) *Roadway swales.* Roadside swales may be acceptable for retention and detention of stormwater runoff from the roadway. Swale drainage shall be designed to provide positive drainage on site or conveyance of runoff to the retention or detention ponds based on 10-year, 24-hour storm event. Positive percolation on site will be accepted only when the seasonal high ground water level is a minimum of one foot below the invert of the swale.

(7) *Storm sewer.* Storm sewer shall be designed based on a minimum of 10-year, 24-hour storm event. The minimum size of pipe used for storm sewer is 15 inches. All storm sewers shall be designed for a minimum velocity of two fps when flowing full, and the outlet ends shall be equipped with energy dissipaters for erosion control. Storm sewers shall be designed such that the hydraulic gradient is one foot below the gutter line or edge of pavement for arterial roadways, and one-half foot below the gutter line or edge of pavement for collector and local roadways.

(8) *Stormwater facilities.* Stormwater facilities shall be designed to provide the following levels of service:

Bridges: Hydraulic profile shall be below the top cord of the bridge for the 50-year, 24-hour storm event.

Canals: Canals, ditches, or culverts external to the development, and stormwater detention or retention basins which are not part of a project that is contributory to land-locked areas with no positive outlet, shall be designed for the 25-year, 96-hour storm event.

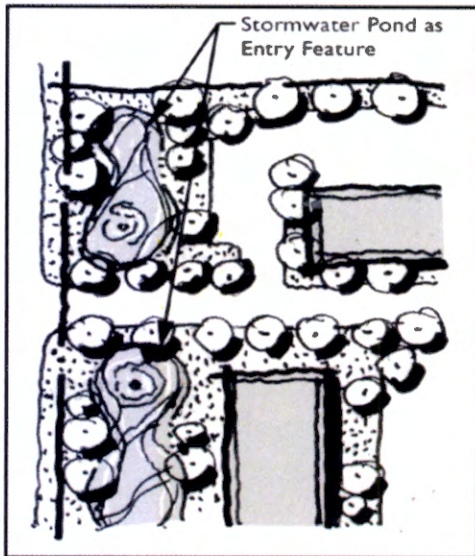
Roadway: Stormwater flooding for arterial and collector roadways shall not exceed one-half of the roadway width. For local roads, stormwater flooding shall not exceed the crown of the road for the 10-year, 24-hour storm event.

(9) *Wetlands.* Natural wetlands may only be used to attenuate runoff peak discharges if the regulatory agencies accept and approve such measures. Copies of permits from the agencies shall be submitted to the city prior to the city's final approval.

(10) *Easement.* A minimum 15 feet drainage easement shall be granted to the city for maintenance of drainage ways on-site or through the retention/detention basins. A 20-foot wide berm easement around the storage basins for maintenance purposes shall be provided to the city. This easement shall in no way relieve the property owner of maintenance of the drainage facility (for example, mowing of grass or weed control). It is not the intent of the city to provide routine maintenance in these easements; rather, the intent is to allow the city access to maintain the easement area as deemed necessary in the city's sole discretion.

(11) *Safety protection.* Where a sidewalk or public right-of-way is immediately abutting a retention/detention basin, a guardrail or other protective device shall be installed along the sidewalk or right-of-way. A dry basin designed for more than five feet in depth at 3:1 to 4:1 (horizontal: vertical) side slopes shall be fenced. Required fences for dry basins not steeper than 4:1 side slope shall be based on case-by-case basis. Minimum requirements of side slopes shall not be steeper than 3:1 for basin and 4:1 for swale designs.

(d) *Additional design standards.* Stormwater facilities may count toward the minimum open space requirements of these regulations if they meet the following minimum design standards:



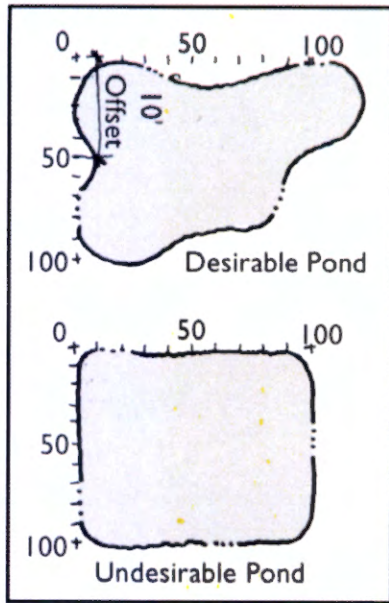
Stormwater Facilities as a Design Feature

(1) Stormwater facilities (ponds and/or depressions) shall be designed and utilized as site amenities along entrances and street frontages or incorporated with buffers between incompatible uses. These areas shall count toward open space requirements if the impervious area of the site does not exceed 75 percent.

(2) Stormwater facilities should be designed and permitted so as not to require fencing. If fencing is required, a green or black vinyl/painted finish is required. Walls or other railings for structured stormwater 'boxes' must be decorative. Fenced or walled ponds shall not count toward open space requirements within a project and shall only be located at the side or rear of a site. Max. Fence Height: four feet zero inches.

(3) **Stormwater facilities shall be designed to be an accessible and usable amenity for the development, incorporating natural landscaping, pedestrian pathways, benches, or other recreational features.**

(4) Subject to the requirements of St. Johns River Management District, other governmental agencies, and a consideration of safety related issues stormwater facilities that are located in the front of a property may be prohibited from having fencing.



Desirable & Undesirable Detention/Retention Design

(5) Wet stormwater detention/retention facilities adjoining public streets shall include a water feature such as a fountain or spray jet, and shall be planted with appropriate aquatic materials as specified in Table C. Detention/retention along the front of a property shall be designed with curvilinear edges - not as a straight "box". Retention embankments shall be planted with 1 tree per 50 linear feet of retention perimeter measured from top of slope. Trees shall be suitable for wet locations as identified in Table C, Approved Aquatic Plant Materials List.

(6) Dry retention areas shall be planted with grass, and unless maintained as an open lawn swale, shall be screened from view with a continuous hedge of shrubs on 36-inch centers around at least 75 percent of the perimeter at the top of the slope.

* * *

Sec. 115-7.3. Street types.

The categories of regulations that are provided on each street section are defined as follows.

(a) Design parameters.

- (1) Target speed, the desired motor vehicle operating speed and design speed of the facility.
- (2) Movement, the characteristic of motor vehicle traffic flow, described as free, slow, or yield.

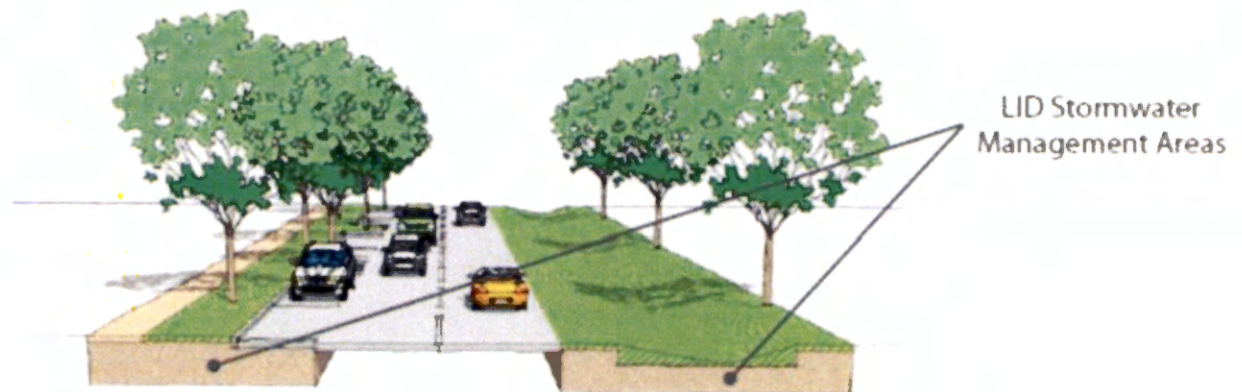
(b) Travel-way configurations.

- (1) Travel lanes (each direction), the number of through lanes to be provided in each direction (not applicable for yield movement facilities).
- (2) Turn lanes, the lanes that may be provided on each approach at intersections where turn lanes are required (not applicable for yield movement facilities) to facilitate traffic operations.
- (3) Bike facility, the provision of facilities for bicycle use, described as bike lane or bike route.

(c) Lane dimensions.

- (1) Travel lane(s) width (feet), the width of each travel lane measured to the face of curb (or edge of pavement if no curb).
- (2) Bike lane width (feet), the width of bike lane measured to the face of curb (or edge of pavement if no curb).
- (3) Continuous left turn lane width (feet), the width of center left turn lane measured to the edge of the adjacent travel lane.
- (4) Parking lane width (parallel parking) (feet), the width of parking lane, if provided, on facility with parallel parking.

(5) Parking lane width (angled parking) (feet), the width of parking lane, if provided, on facility with angled parking, measured from the face of curb or edge of pavement if no curb).



(d) Roadway edge.

(1) Outside curb type, the type of edge treatment to be provided at the outside edge of pavement, described as type B, D, E, F, ribbon, or no curb.

(2) Median curb type, the type of edge treatment at the inside edge of pavement on a median facility, described as type B, D, E, F, ribbon, or no curb.

(e) Medians.

(1) Allowable median type, the type of median that may be provided between directions of traffic, described as narrow or wide.

(2) Narrow median width (ft.), the width of a narrow median.

(3) Wide median width (ft.), the width of a wide median.

(f) Public frontage.

(1) Planter type, the type of planting area that must be provided outside of the travelway, described as grass, intermittent, tree well, swale or natural area.

(2) Planter width (feet), the width of planting area.

(3) Walkway width (each side) (feet), the width of pedestrian walkway that must be provided on each side of the travel-way, unless noted otherwise.

(g) *Right-of-way*. Right-of-way width (feet), the width of right-of-way based on the minimum amount of space needed to accommodate the required elements of the design section.

(h) Low impact development is permitted in street design and construction in all areas outside of the travel-ways. Those areas include on-street parking, sidewalks, planters, swales, or shoulders which may be used for stormwater infiltration, exfiltration, or storage, as shown on the example street section. Low impact development practices are particularly encouraged in rural areas.

(Ord. No. 16-31, 12-15-2016)

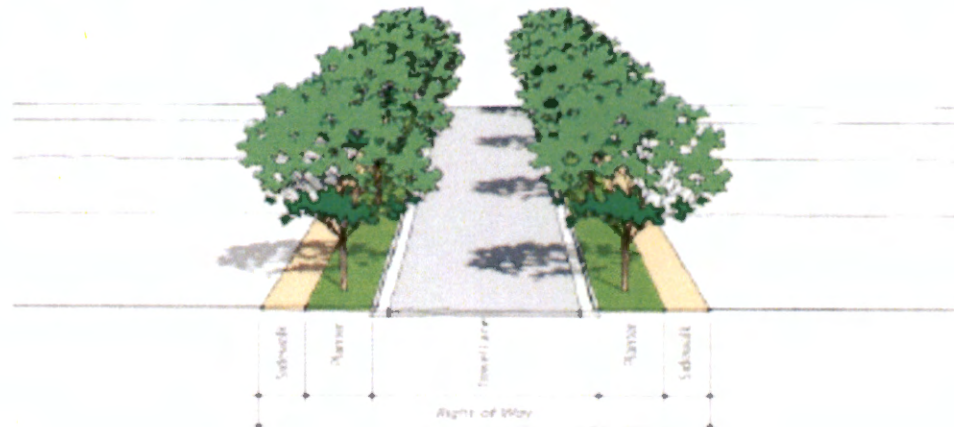
Ordinance Number 25-09: LDRs

Page 23 of 33

* * *

RESIDENTIAL STREET ⁽¹⁾

A small scale, slow or yield movement, local thoroughfare suitable for centers and cores providing frontage for higher density urban uses like townhouses, or small-lot single family homes.



DESIGN PARAMETERS	MIN	MAX
Target Speed	15	25
Movement	Yield	Yield
TRAVELWAY CONFIGURATIONS	MIN	MAX
Travel Lanes (each direction)	N/A	N/A
Turn Lanes	N/A	N/A
Bike Facility	Bike Route	Bike Route
LANE DIMENSIONS	MIN	MAX
Travel Lane(s) Width (ft.)	Pavement Width	
Outside Lane Width (no bike lane) (ft.)	16	26
Bike Lane Width (ft.)	Yield movement. Two-way travel, with parking on one or both sides of the street	
Continuous Left Turn Lane Width (ft.)		
Parking Lane Width (with bike lane) (ft.)		
Parking Lane Width (no bike-lane) (ft.)		
CURBS	MIN	MAX
Outside Curb Type	Type D or F	Type D or F
Median Curb Type	N/A	N/A
MEDIANS	MIN	MAX
Allowable Median Type	None	None

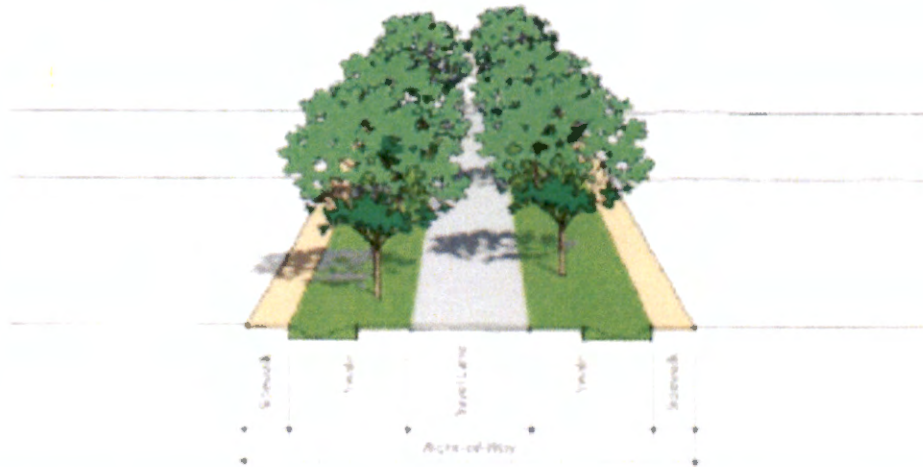
Narrow Median Width (ft.)	N/A	N/A
Wide Median Width (ft.)	N/A	N/A
PUBLIC FRONTAGE	MIN	MAX
Planter Type	Grass	Grass
Planter Width (ft.)	6 8	15
Street Trees	One canopy tree every 40 feet	--
Sidewalk Width (each side) (ft)	5	7
RIGHT-OF-WAY	MIN	MAX
Right-of-Way Width (ft.)	45	70

(1) On-street parking is not permitted unless parking spaces are provided with this street type within 8 – 10 feet. The parking spaces are not to be marked

* * *

RESIDENTIAL ROAD ⁽¹⁾

A small scale slow or free movement local thoroughfare suitable to provide frontage for low-density buildings.



DESIGN PARAMETERS	MIN	MAX
Target Speed	25	35
Movement	Slow	Slow
TRAVELWAY CONFIGURATIONS	MIN	MAX
Travel Lanes (each direction)	N/A	N/A
Turn Lanes	N/A	N/A
Bike Facility	Bike Route	Bike Route

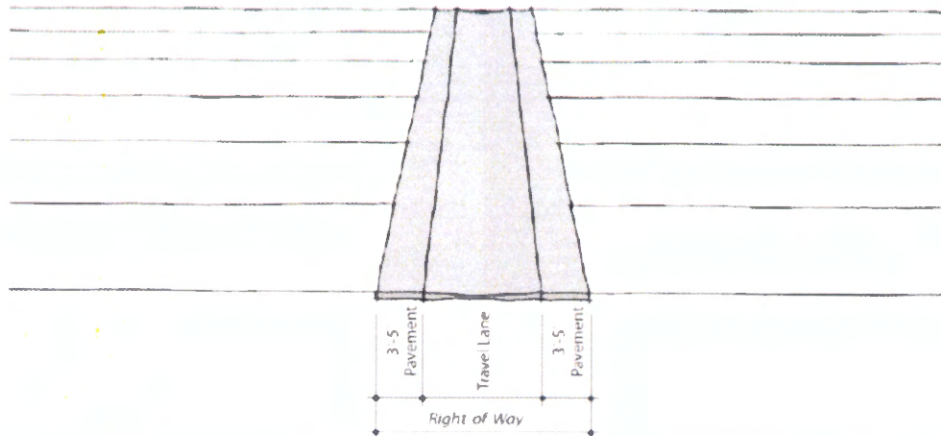
LANE DIMENSIONS	MIN	MAX
Travel Lane(s) Width (ft.)	Pavement Width	
Outside Lane Width (no bike lane) (ft.)	10	16
Bike Lane Width (ft.)	Yield movement. Two-way travel	
Continuous Left Turn Lane Width (ft.)		
Parking Lane Width (with bike lane) (ft.)		
Parking Lane Width (no bike-lane) (ft.)		
CURBS	MIN	MAX
Outside Curb Type	Swale or Ribbon	Swale or Ribbon
Median Curb Type	N/A	N/A
MEDIANS	MIN	MAX
Allowable Median Type	None	None
Narrow Median Width (ft.)	N/A	N/A
Wide Median Width (ft.)	N/A	N/A
PUBLIC FRONTAGE	MIN	MAX
Planter Type	Grass or Swale	Grass or Swale
Planter Width (ft.)	6 8	15
Street Trees	One canopy tree every 40 feet	--
Sidewalk Width (each side) (ft)	5	7
RIGHT-OF-WAY	MIN	MAX
Right-of-Way Width (ft.)	45	70

(1) On-street parking is not permitted unless parking spaces are provided with this street type within 8 – 10 feet. The parking spaces are not to be marked.

* * *

REAR ALLEY

A yield movement right-of-way providing access to service areas, parking, outbuildings (garage) and contains utility easements. This condition is more urban in nature and does not include any streetscape requirements.



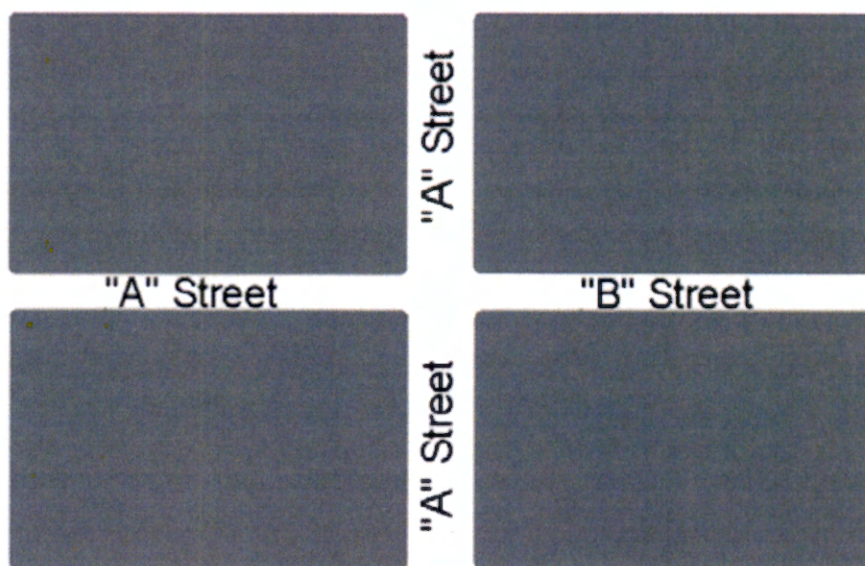
DESIGN PARAMETERS	MIN	MAX
Target Speed	5	10
Movement	Yield (one way)	Yield (one way)
TRAVELWAY CONFIGURATIONS	MIN	MAX
Travel Lanes (each direction)	1	1
Turn Lanes	N/A	N/A
Bike Facility	None	None
LANE DIMENSIONS	MIN	MAX
Travel Lane(s) Width (ft.)	8	11
Outside Lane Width (no bike lane) (ft.)	N/A	N/A
Bike Lane Width (ft.)	N/A	N/A
Continuous Left Turn Lane Width (ft.)	N/A	N/A
Parking Lane Width (with bike lane) (ft.)	N/A	N/A
Parking Lane Width (no bike-lane) (ft.)	N/A	N/A
CURBS	MIN	MAX
Outside Curb Type	None Required	None Required
Median Curb Type	N/A (inverted Crown)	N/A (Inverted Crown)
MEDIANS	MIN	MAX
Allowable Median Type	N/A	N/A
Narrow Median Width (ft.)	N/A	N/A
Wide Median Width (ft.)	N/A	N/A
PUBLIC FRONTAGE	MIN	MAX
Planter Type	N/A	N/A
Planter Width (ft.)	N/A	N/A
Sidewalk Width (each side) (ft)	N/A	N/A
RIGHT-OF-WAY	MIN	MAX
Right-of-Way Width (ft.)	14	21

* * *

Sec. 115-7.3.1. Urban street types.

(a) *Urban street types.* Within the urban area, all newly constructed streets, excluding alleys and multi-use trails, shall be designated an "A" street or a "B" street on the site plan. In addition, the following restrictions shall apply:

(1) A street shall be classified an "A" street unless otherwise designated on the site plan. "B" streets may be designated by individual block faces; however, no block face shall be split by "A" street and "B" street designations. See figure 2 for illustration.

A. Acceptable A-B Street Layout**B. Unacceptable A-B Street Layout**

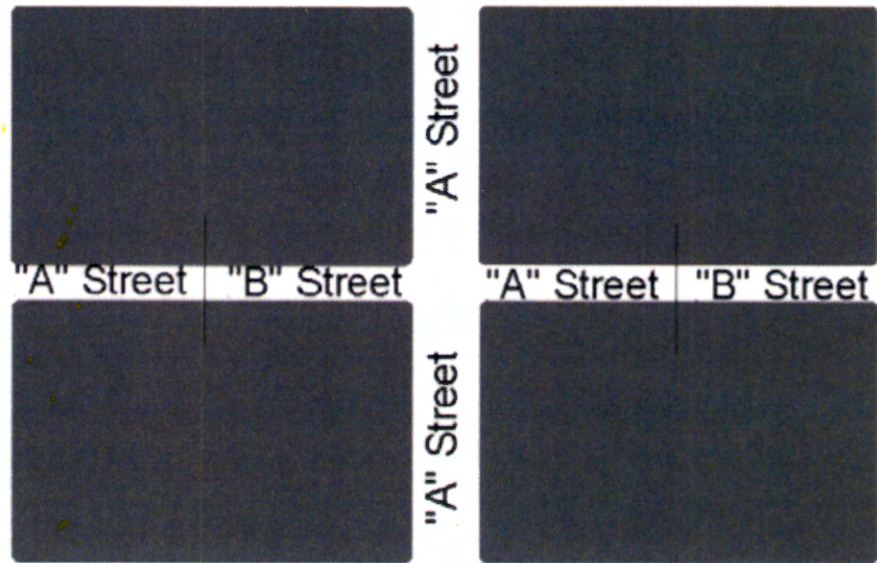


Figure 10. Street Layout examples.

Alleys are required to serve all residential lots less than 50 feet in width. Alleys and other streets shall be interconnected whether multiple streets are being constructed or there are opportunities to connect to existing streets.

- (b) The following streets are designated "A" streets within the urban center. If a street has not been identified, it shall be designated a "B" street.

Street	From	To
Bates Avenue	Bay Street	Mary Street
Gottsche Avenue	Bay Street	Mary Street
Clifford Avenue	Bay Street	Mary Street
Magnolia Avenue	Bay Street	Mary Street
Orange Avenue	Bay Street	Mary Street
Lemon Avenue	Bay Street	Mary Street
Bay Street	Lemon Avenue	Bates Avenue
Eustis Street	Orange Avenue	Clifford Avenue
Grove Street	Lemon Avenue	Bates Avenue
Center Street	Lemon Avenue	Bates Avenue
Mary Street	Lemon Avenue	Bates Avenue
McDonald Avenue	Bay Street	Mary Street

- (c) The following street types are permitted within the city's urban design districts:

Street Types ⁽¹⁾	URBAN			
	NHB	DST	COR	CTR
Highway				
Boulevard		X	X	X
Avenue	X	X	X	X

Drive	X	X	X	X
Commercial Street			X	X
Standard Street	X	X	X	X
Residential Street	X			
Residential Road				
General Road				
Rural Road				
Service Road				
Rear Alley		X	X	X

(X) Permitted, Blank cell – prohibited.

(1) Street types within residential subdivisions of ten lots or more within the Suburban Residential (SR) Future Land Use designation are limited to Residential Street, Residential Road, and Rear Alley for properties with less than 50 feet in width.

(Ord. No. 16-31, 12-15-2016)

Sec. 115-7.3.2. Suburban street types.

(a) The following street types are permitted within the city's suburban design districts.

Street Types ⁽¹⁾	SUBURBAN			
	NHB	DST	COR	CTR
Highway		X	X	X
Boulevard		X	X	X
Avenue		X	X	X
Drive	X	X	X	X
Commercial Street			X	X
Standard Street		X	X	X
Residential Street	X			
Residential Road	X			
General Road				
Rural Road				
Service Road		X	X	
Rear Alley		X	X	X
Rear Lane	X			

(X) Permitted, Blank cell - prohibited.

(1) Street types within residential subdivisions of ten lots or more within the Suburban Residential (SR) Future Land Use designation are limited to Residential Street, Residential Road, and Rear Alley for properties with less than 50 feet in width.

Alleys are required to serve all residential lots less than 50 feet in width. Alleys and other streets shall be interconnected where multiple streets are being constructed or there are opportunities to connect to existing streets.

(Ord. No. 16-31, 12-15-2016)

Sec. 115-7.3.3. Rural street types.

(a) The following street types are permitted within the city's rural design districts:

Street Types ⁽¹⁾	RURA			
	NHB	DST	COR	CTR
Highway		X	X	
Boulevard				
Avenue				
Drive				
Commercial Street				X
Standard Street				X
Residential Street				
Residential Road	X			
General Road	X	X	X	X
Rural Road	X	X	X	X
Service Road				
Rear Alley		X		X
Rear Lane	X		X	

(X) Permitted, Blank cell – prohibited.

(1) Street types within residential subdivisions of ten lots or more within the Suburban Residential (SR) Future Land Use designation are limited to Residential Street, Residential Road, and Rear Alley for properties with less than 50 feet in width.

Alleys are required to serve all residential lots less than 50 feet in width. Alleys and other streets shall be interconnected where multiple streets are being constructed or there are opportunities to connect to existing streets.

(Ord. No. 16-31, 12-15-2016)

* * *


- SECTION 3.** The above whereas clauses are ratified and confirmed as true and correct.
- SECTION 4.** The City's Land Development Regulations are hereby amended to read as follows:
- SECTION 5.** Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the City Attorney and City Manager without further process.
- SECTION 6.** That it is the intention of the City of Eustis that the provisions of this ordinance shall become and be made a part of the City of Eustis Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Section", "Article", or other such appropriate word or phrase to accomplish such intentions.
- SECTION 7.** That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.
- SECTION 8.** That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.
- SECTION 9.** Notwithstanding any other provision of this Ordinance, the effective date of this Ordinance shall be automatically stayed and shall not become effective until the earlier of: (a) the expiration or repeal of the restrictions set forth in Senate Bill 180 (2025), Chapter 2025-190, Laws of Florida; (b) a final order of a court of competent jurisdiction declaring such restrictions invalid or unenforceable; or (c) an amendment to state law by the Florida Legislature that removes or modifies such restrictions so as to allow this Ordinance to take effect. Upon the occurrence of any of the foregoing conditions, this Ordinance shall become effective immediately without further action by the City Commission.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 4th day of September, 2025.

CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA


WILLIE HAWKINS
Mayor/Commissioner

ATTEST:


Christine Halloran, City Clerk

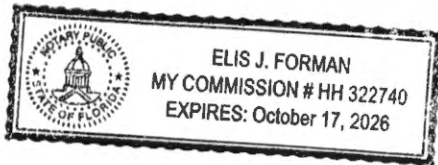
Ordinance Number 25-09: LDRs
Page **32** of **33**



CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of physical presence this 4th day of September, 2025 by Willie Hawkins, Mayor and Christine Halloran, City Clerk, who are personally known to me.



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

CITY ATTORNEY'S OFFICE

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

[Signature]
City Attorney's Office

9/4/2025
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-09 is hereby approved, and I hereby certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

[Signature]
Christine Halloran, City Clerk

NOTICE OF QUASI-JUDICIAL PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the City Commission of the City of Eustis, Florida, will conduct two public hearings of Ordinance Number 26-01: the first in its capacity as the City's Local Planning Agency (LPA), and the second as the City Commission, or as may be continued at their discretion, in the Commission Room, City Hall, 10 N. Grove St., Eustis, FL. The proposed Ordinance is described as follows:

ORDINANCE NUMBER 26-01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF EUSTIS AND GRAND ISLAND CROSSINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE DEVELOPMENT OF APPROXIMATELY 19.96 ACRES OF REAL PROPERTY INTO A 94-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The public hearings will be held on **Thursday, January 22, 2026:**

- **5:30 p.m.** – Local Planning Agency Meeting
- **6:00 p.m. (or as soon thereafter as the matter may be heard)** – City Commission Meeting

Both hearings will take place in the City Commission Chambers at City Hall, 10 N. Grove Street, Eustis, Florida. At these times, interested parties may be heard regarding the proposed ordinance.

The case file, complete legal descriptions of the properties, and the proposed ordinance will be available beginning approximately five working days prior to the hearings, between 8:00 a.m. and 5:00 p.m., at the Development Services Department (4 N. Grove Street), the Office of the City Clerk (10 N. Grove Street), or online at **www.eustis.org**. For questions, please contact 3524835460.

If a person decides to appeal any decision made by the Commission with respect to any matter considered at these hearings, he or she will need a record of the proceedings. For such purposes, the appellant may need to ensure that a verbatim record of the proceedings is made, including testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities requiring assistance to participate should contact the City Clerk at 3524835430 at least 48 hours before the hearing date.

Development Services, City of Eustis, Florida



City of Eustis

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

TO: City of Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: January 22, 2026

RE: **Explanation of Ordinance Numbers 26-02, 26-03, and 26-04**

Ordinance Number 26-02: Voluntary Annexation

Ordinance Number 26-03: Comprehensive Plan Amendment

Ordinance Number 26-04: Design District Assignment

FIRST READING

Ordinance Number 26-02: Voluntary Annexation of Parcel with Alternate Key Number 1197309

Introduction:

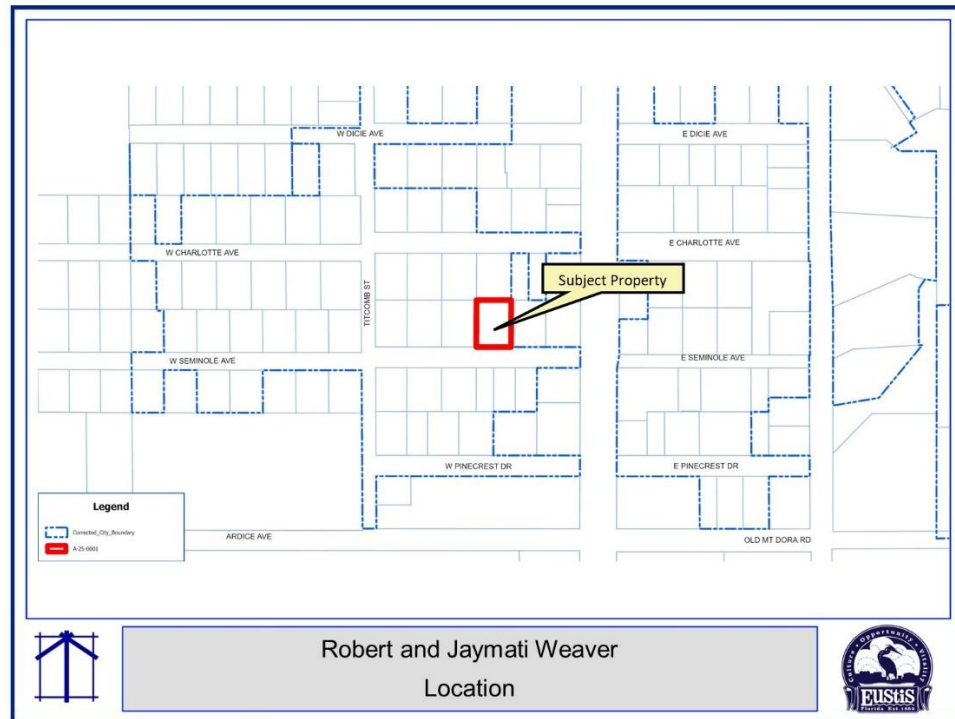
Ordinance Number 26-02 provides for the voluntary annexation of approximately 0.31 acres, located at 77 West Seminole Avenue (Alternate Key Number 1197309).

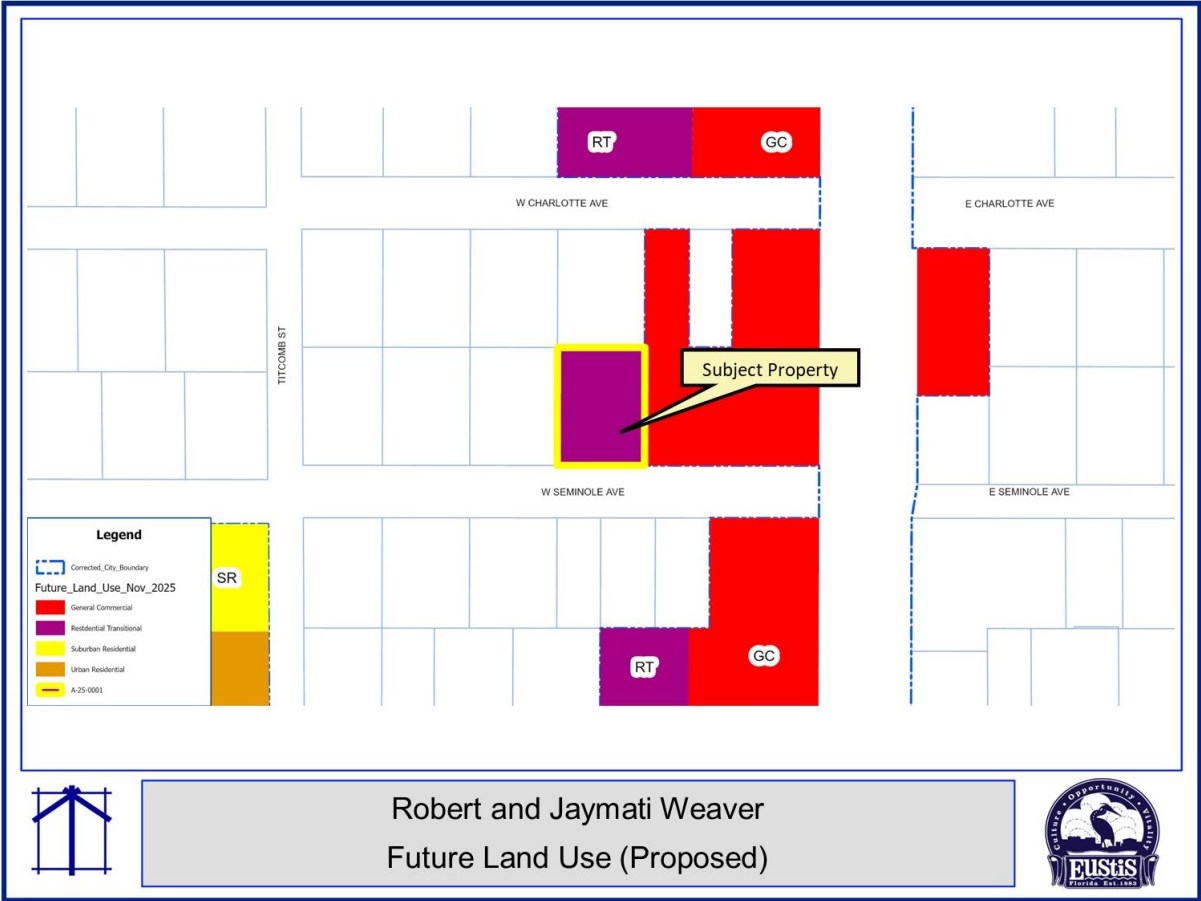
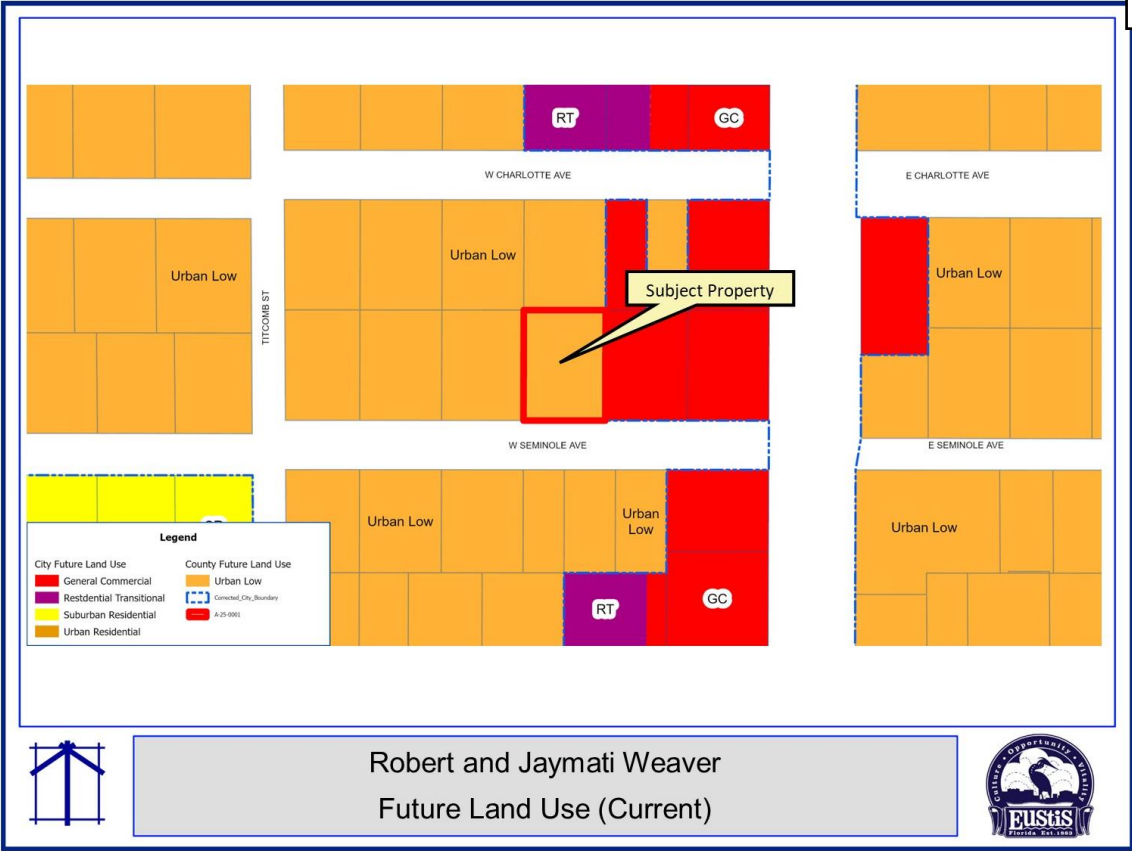
Provided the annexation of the subject property is approved, Ordinance Number 26-03 would change the future land use designation from Urban Low in Lake County to Residential Office Transition (RT) in the City of Eustis. If Ordinance Number 26-02 is denied, then there can be no consideration of Ordinance Number 26-03.

Background:

1. The site contains approximately 0.31 +/- acres and is located within the Eustis-Lake County Joint Planning Area. The property currently contains a single-family residence — Source: *Lake County Property Appraisers' Office Property Record Card Data*.
 2. The site is contiguous to the City on the east and is located within an enclave.
 3. The County Zoning for the property is R-6 (Urban Residential), which permits medium-density single-family and multi-family development under Lake County Urban Residential Zoning regulations.
 4. The applicant seeks the RT (Residential Office) land use designation.
- Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Single-family	Urban Low (Lake County)	N/A
North	Single-family	Urban Low (Lake County)	N/A
South	Single-family	Urban Low (Lake County)	N/A
East	Single-family	GC	Urban Corridor
West	Single-family	Urban Low (Lake County)	N/A





Applicant's Request

The property owners, Robert and Jaymati Weaver, wish to annex the property, change the future land use to Residential Office Transition (RT), and assign a design district of Urban Neighborhood.

The property currently holds a Lake County land use designation of Urban Low and a zoning classification of R-6 (Urban Residential). Under Lake County regulations, these designations permit multi-family development at densities of up to 4 dwelling units per acre, as well as professional services and limited commercial activities.

The applicant is seeking a Residential Office Transition (RT) land use designation within the City of Eustis. This designation allows for a maximum density of 12 units per acre and permits most residential and professional office uses. However, the site is developed currently as a single-family residence.

The requested RT designation aligns with the land use designations of neighboring properties.

5. Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 26-03)

In Accordance with Florida Statutes Chapter 163.3177.9, to discourage urban sprawl, the Florida Statutes outlines the Primary Indicators of Sprawl. Staff has reviewed these indicators and finds that the proposed annexation and assignment of Future Land Use does not contradict the intent of the primary indicators of sprawl as outlined. The outline and summary of these indicators is included in supplement to this report.

6. Per the City of Eustis Comprehensive Plan Future Land Use Element Appendix

Staff has assessed the proposed amendment to the City of Eustis Comprehensive Plan Future Land Use map relating to the development patterns described and supported within the Plan, including conditions and impacts to utility infrastructure, transportation infrastructure, natural features, and the environment. Staff review finds that the proposed assignment of the Residential Office Transition (RT) future land use will not result in impacts that will cause detriment beyond current patterns. The outline and summary of this analysis are included as a supplement to this report.

Recommended Action:

Development Services finds the proposed Future Land Use designation consistent with the Comprehensive Plan, Land Development Regulations, and surrounding and adjacent land uses; therefore, it recommends adoption of Ordinance Numbers 26-03 to the City Commission for consideration.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 26-02 (Annexation), 26-03 (Comp. Plan Amendment) and/or 26-04 (Design District Designation) on first reading and hold over for second reading and adoption.
2. Deny Ordinance Numbers 26-02, 26-03, and 26-04.

Budget/Staff Impact:

See attached Business Impact Estimate.

Business Impact Estimate:

Exempt from this Requirement per F.S. 164.041(4)(c)7.b. (*Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality*)

Prepared By:

Kyle Wilkes, AICP, Senior Planner

Reviewed By:

Jeff Richardson, AICP, Deputy Director, Development Services

Mike Lane, AICP, Development Services Director

Miranda Burrowes, Assistant City Manager

ORDINANCE NUMBER 26-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 0.31 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1197309, LOCATED AT 77 WEST SEMINOLE AVENUE.

WHEREAS, Robert and Jaymati Weaver, the legal owners of record, have made an application for voluntary annexation of approximately 0.31 acres of real property located at 77 West Seminole Avenue, more particularly described as:

Parcel Alternate Keys: 1197309

Parcel Identification Number: 14-19-26-1500-009-01900

Legal Description:

LYNNHURST LOTS 19, 20 BLK 9 PB 8 PG 50 ORB 2299 PG 1143 ORB 3475 PG 1797
ORB 4938 PG 1534

(The foregoing legal description was created via optical character recognition from the applicant's PDF submittal and has not been verified for accuracy); and

WHEREAS, the subject property is reasonably compact and contiguous; and

WHEREAS, the annexation of this property will not result in the creation of enclaves;
and

WHEREAS, the subject property is located within the City of Eustis Planning Area,
and water service is available to the property; and

WHEREAS, on January 22, 2026, the City Commission held the 1st Public Hearing
to consider the voluntary annexation of the property contained herein; and

WHEREAS, on February 5, 2026, the City Commission held the 2nd Public Hearing to
consider the voluntary annexation of the property contained herein;

**NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS HEREBY
ORDAINS:**

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 0.31 acres of real property, as described above.

A map depicting the location of the annexed property described above is attached hereto as Exhibit "A".

SECTION 2.

That the Director of Development Services shall be authorized to amend the City of Eustis Boundary Map to incorporate the change described in Section 1.

SECTION 3.

That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4.

That upon final passage and adoption, the City Clerk is hereby directed to file a copy hereof with the Clerk of the Circuit Court, the County Manager for Lake County, Florida, and the Department of State for the State of Florida within 7 days after the adoption of such ordinances.

SECTION 5.

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

SECTION 6.

That this Ordinance shall become effective upon passage and adoption.

SECTION 7.

That the property annexed in this Ordinance is subject to the Future Land Use Element of the Lake County Comprehensive Plan until the City adopts the Comprehensive Plan Amendment to include the annexed parcel in the City Comprehensive Plan.

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 5th day of February 2026.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

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

The foregoing instrument was acknowledged, by means of physical presence, before me this 5th day of February 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

City Attorney's Office

Date

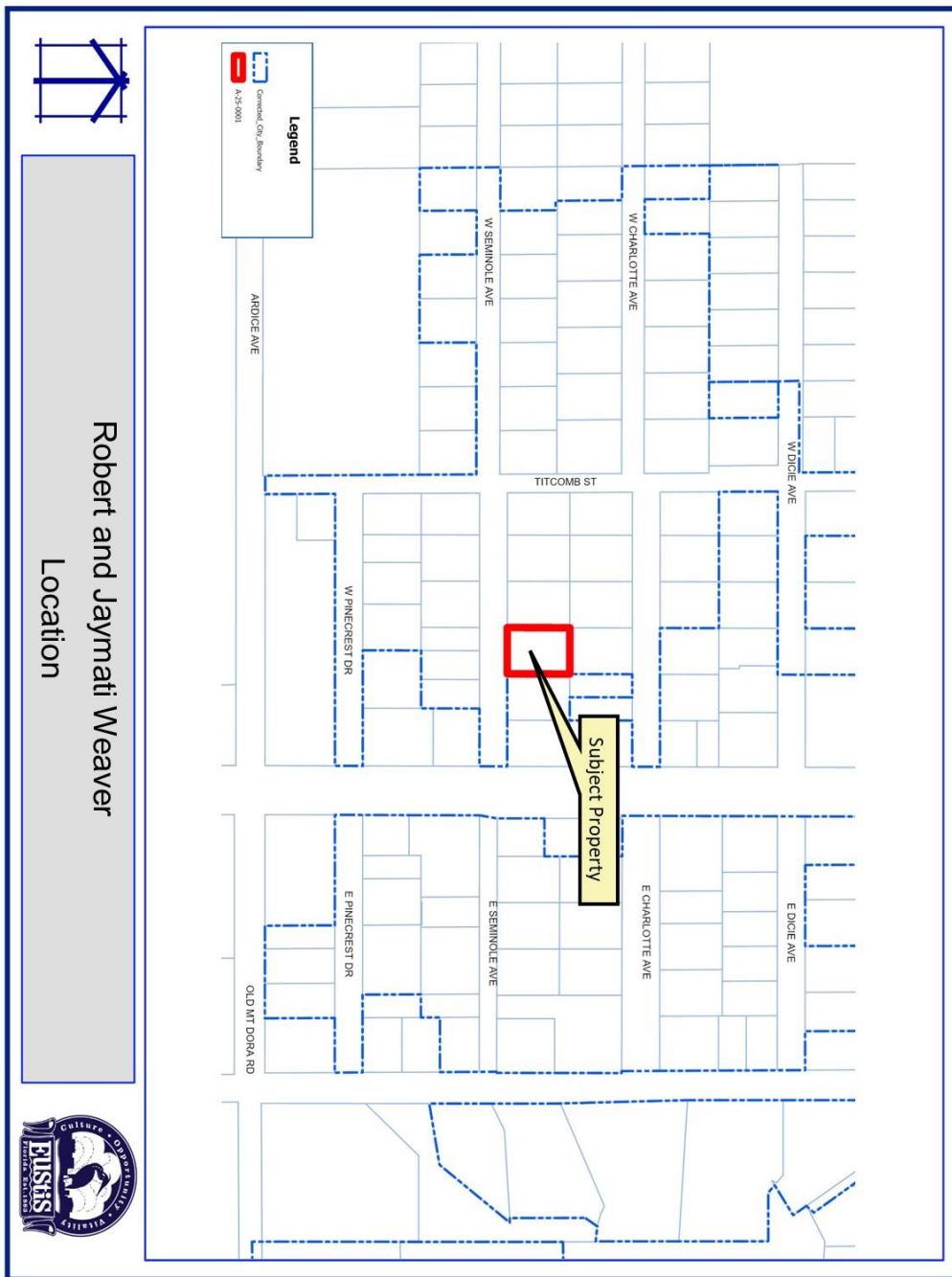
CERTIFICATE OF POSTING

The foregoing Ordinance Number 26-02 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A

GENERAL LOCATION MAP



Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 26-03**)

In Accordance with Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl: Primary Indicators of Sprawl:

The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

Review of Indicators

1. Low Intensity Development:

Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

The subject property is located within the Joint Planning Area. Urban services with adequate capacity are available to serve future development, consistent with the requested RT Future Land Use designation.

2. Urban Development in Rural Areas:

Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

This indicator does not apply. The subject property is located in a corridor with a mixture of uses, including RT designations and residential uses surrounding the property.

3. Strip or Isolated Development:

Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

This indicator does not apply. The site is surrounded by a mixture of uses; predominantly residential, but with RT and GC (General Commercial) land uses nearby. The proposed RT land use (and current use as a single-family residence) would serve as a buffer between these varied uses.

4. Natural Resources Protection:

Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The subject property is not in a floodplain and does not contain wetland areas and is located in an urbanized area.

5. Agricultural Area Protection:

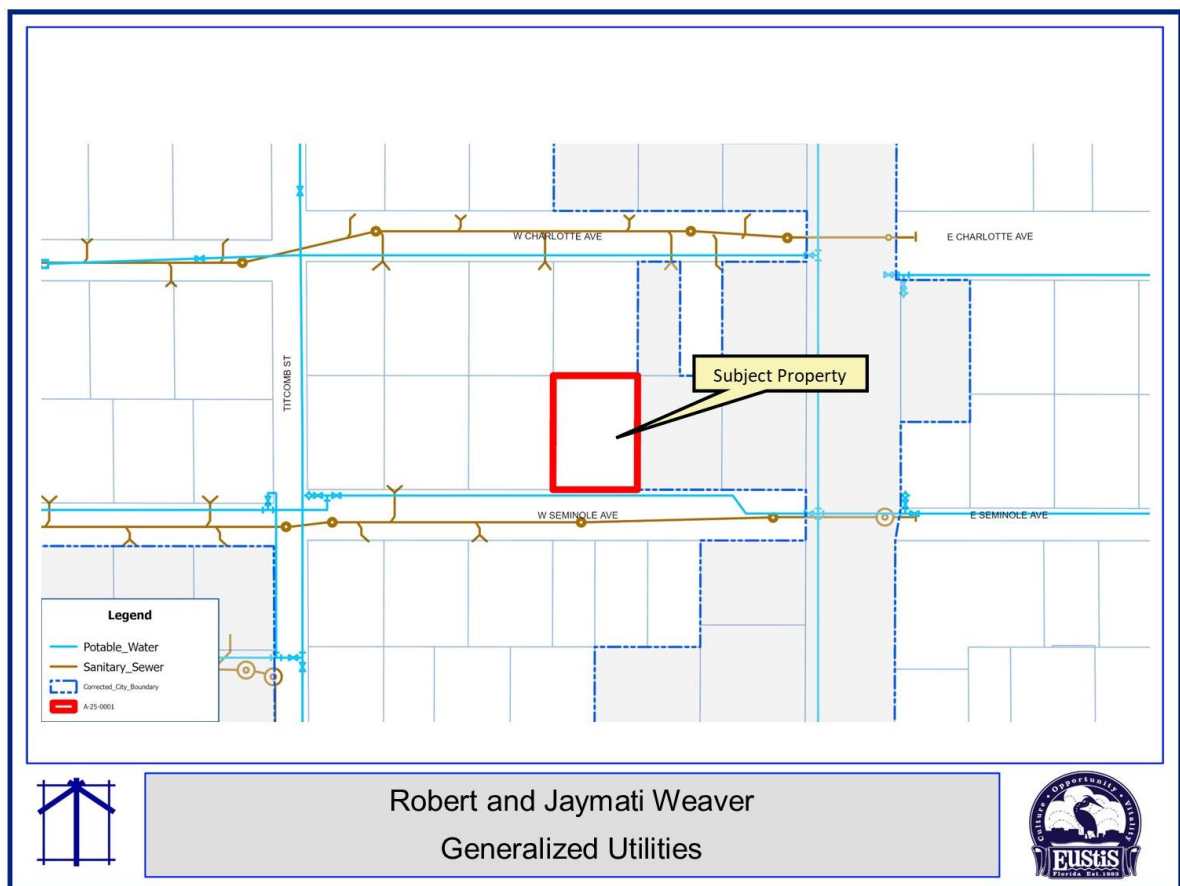
Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

This indicator does not apply. The site and surrounding areas do not include active agricultural or silviculture operations. The location lies within a developed area that is currently developed.

6. Public Facilities:

Fails to maximize use of existing public facilities and services.

This indicator is not applicable as city water and sewer is available to the property. Development of this parcel will maximize the use and efficiency of City water service. The property is seeking annexation into the City to utilize city water and sewer services.



7. Cost Effectiveness and Efficiency of Public Facilities:

Allows for land use patterns or timing that disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

This indicator does not apply as there is adequate capacity to accommodate both existing and future development aligned with the requested RT future land designation. The city already provides these services to other properties within the area, which will further efficiency.

8. Separation of Urban and Rural:

Fails to provide a clear separation between rural and urban uses.

This indicator does not apply. No nearby properties contain active agricultural activities or uses. The surrounding area is either developed or has development entitlements, featuring a mix of suburban and rural densities and intensities. The mixed-use nature of the RT land use designation and the Urban Neighborhood Design District align well with the established development pattern. Environmental constraints on the site may pose challenges to meeting Comprehensive Plan policies for natural resource protection, but these will be addressed during the site plan review process.

9. Infill and Redevelopment:

Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

This indicator does not apply.

Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. This property is surrounded by a mix of residential and non-residential uses, with RT designations located in the general vicinity of the site.

10. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

The site has strong accessibility and linkages to related land uses, including both residential and non-residential uses.

11. Open Space:

Results in the loss of significant amounts of functional open space.

This indicator does not apply. The site lacks functional open space and is not linked to regionally significant open space.

12. Urban Sprawl:

The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

a. Direction of Growth:

Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

Not applicable. The site is adjacent to established urbanized areas.

- b. Efficient and Cost-Effective Services:
Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Water and sewer service is available.

- c. Walkable and Connected Communities:
Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

An existing sidewalk along the front of the property connects with an existing sidewalk system that promotes a walkable neighborhood and a connection to the community.

- d. Water and Energy Conservation:
Promotes the conservation of water and energy.

At time of site development, the property must adhere to City development standards and Florida Building Code requirements, ensuring the use of energy and water-efficient appliances.

- e. Agricultural Preservation:
Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Not applicable; this site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed residential and non-residential area.

- f. Open Space:
Preserves open space and natural lands and provides for public open space and recreation needs.

Not applicable. The site is currently developed in an urbanized area as a single-family residence.

- g. Balance of Land Uses:

Creates a balance of land uses based upon the demands of the residential population for the nonresidential needs of an area.

The proposed land use allows for professional office and residential type uses, which serves as a transition from GC to the east and residential development to the west.

h. Urban Form Densities and Intensities:

Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl, or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Not applicable.

In Accordance with the Comprehensive Plan Future Land Use Element Appendix:

All applications for a Plan amendment relating to the development patterns described and supported within the Plan including, but not limited to, site specific applications for changes in land use designations, are presumed to involve a legislative function of local government which, if approved, would be by legislative act of the City and shall, therefore, be evaluated based upon the numerous generally acceptable planning, timing, compatibility, and public facility considerations detailed or inferred in the policies of the Plan. Each application for an amendment to the Map #1: 2035 Future Land Use Map by changing the land use designation assigned to a parcel of property shall also be reviewed to determine and assess any significant impacts to the policy structure on the Comprehensive Plan of the proposed amendment including, but not limited to, the effect of the land use change on either the internal consistency or fiscal structure of the Plan.

Major Categories of Plan Policies:

This Plan amendment application review and evaluation process will be prepared and presented in a format consistent with the major categories of Plan policies as follows:

1. General Public Facilities/Services:

Since the Plan policies address the continuance, expansion and initiation of new government service and facility programs, including, but not limited to, capital facility construction, each application for a land use designation amendment shall include a description and evaluation of any Plan programs (such as the effect on the timing/financing of these programs) that will be affected by the amendment if approved. This analysis shall include the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The facilities and services required for analysis include emergency services, parks and recreation, potable water, public transportation if and when available, sanitary sewer, schools, solid waste, stormwater, and the transportation network.

- a. Emergency Services Analysis:
Eustis emergency services already provide emergency response to other properties in the area. Development in line with the RT Future Land use efficiency of Eustis emergency services.
- b. Parks & Recreation:
Not applicable. The proposed RT Future Land Use to an existing single-family residential property will have negligible impacts on parks and recreation facilities. Existing parks and recreational opportunities exist to serve this property.
- c. Potable Water & Sanitary Sewer:
Water and sewer are available to the subject property. Both water and sewer systems have adequate capacity to serve the site.
- d. Schools:
The proposed RT request is an existing single-family residence; therefore, the change should not have a large impact on schools.
- e. Solid Waste:
The City collaborates with Waste Management for solid waste collection, and the company already services the properties in the vicinity of the site. Providing service to this property will promote service delivery efficiency.
- f. Stormwater:
The Comprehensive Plan and Land Development Regulations include the level of service (LOS) standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.
- g. Transportation Network Analysis:
The existing single-family residential unit is expected to have no adverse effects on the existing transportation system. Currently, the adjacent transportation network has sufficient capacity to accommodate the proposed RT property, even at full development standards.

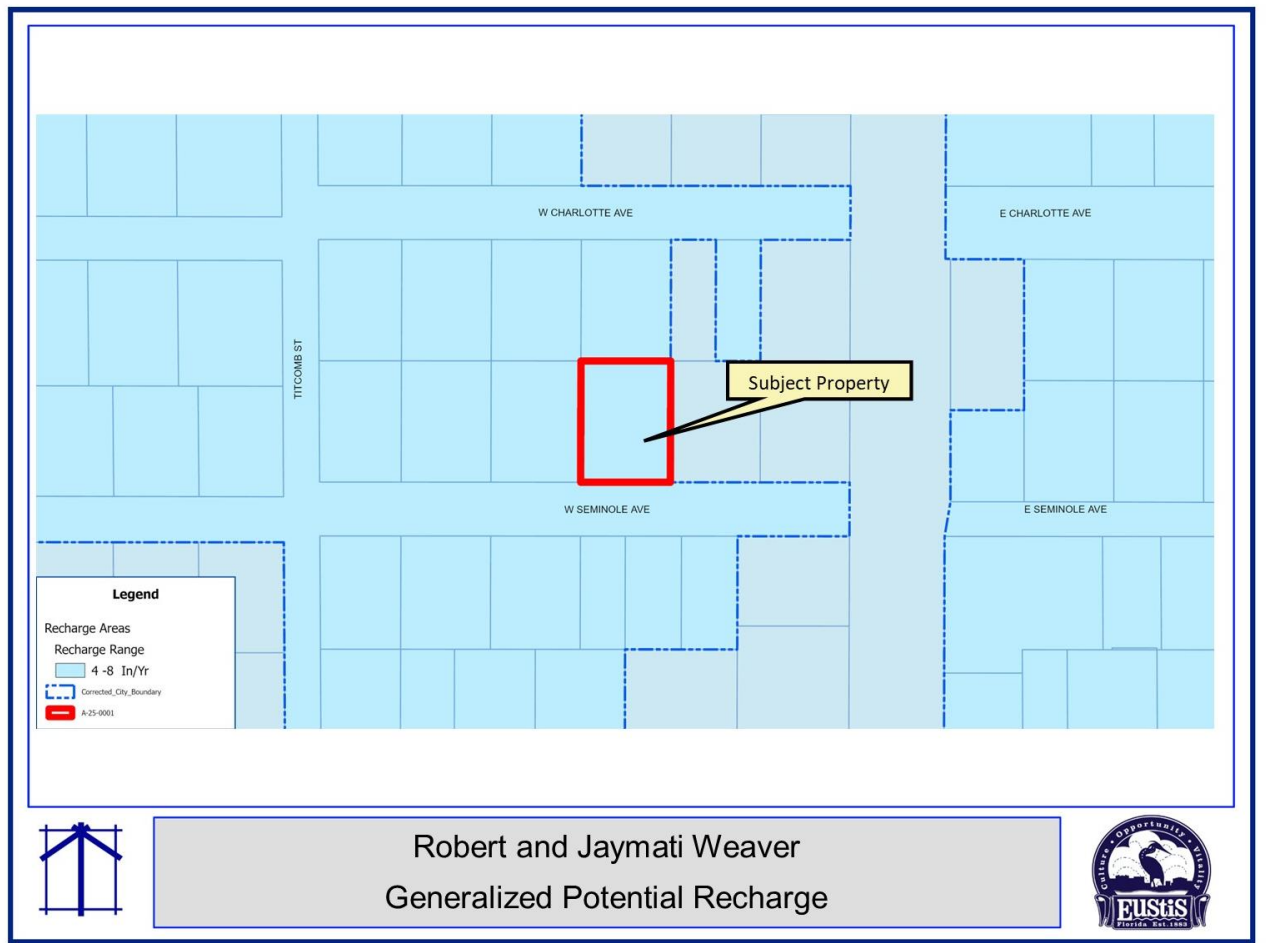
2. Natural Resources/Natural Features:

The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Specifically, each amendment will be evaluated to 1) determine the existence of groundwater recharge areas; 2) the existence of any historical or archaeological sites; 3) the location of flood zones and the demonstration that the land uses proposed in

flood-prone areas are suitable to the continued natural functioning of flood plains; and
4) the suitability of the soil and topography to the development proposed.

a. Groundwater recharge areas:

The site may be within a recharge area; a site-specific geotechnical and hydrological study will be needed to determine the site-specific impact at the time of any redevelopment. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.



b. Historical or archaeological sites:

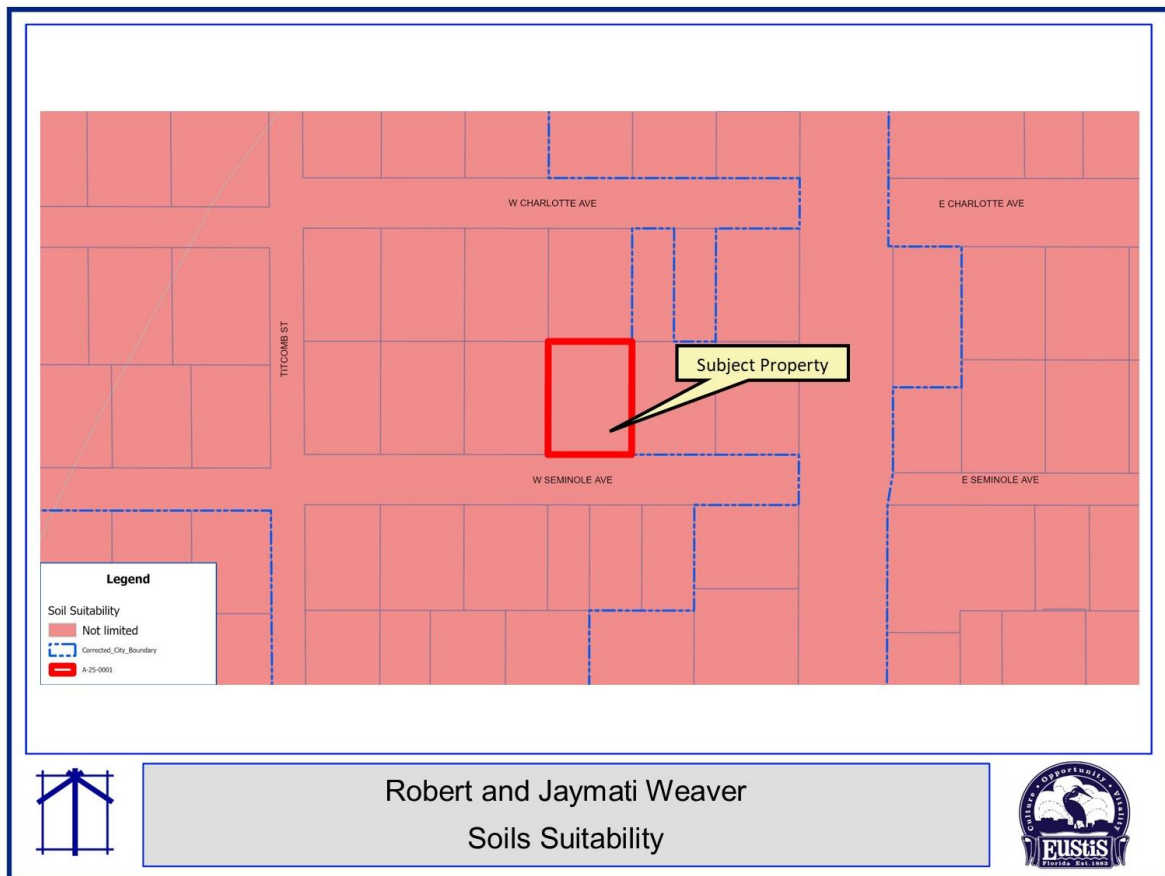
The City does not have any record of Florida Master Site Files related to this property and no known historical or cultural resources exist.

c. Flood zones:

The subject property is not impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones.

d. Soil and topography:

Soils appear to be suitable for development. The site is currently developed.



3. Comprehensive Plan Review:

Additional criteria and standards are also included in the Plan that describe when, where and how development is to occur. Plan development policies will be used to evaluate the appropriateness of the compatibility of the use, intensity, location, and timing of the proposed amendment.

Existing Land Use According to the Lake County Comprehensive Plan:

Policy I-1.3.2 Urban Low Density Future Land Use Category

The Urban Low Density Future Land Use Category provides for a range of residential development at a maximum density of four (4) dwelling units per net buildable acre in addition to civic, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use, unless permitted as an Economic Development Overlay District use.

This category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities.

Within this category any residential development in excess of 10 dwelling units shall be required to provide a minimum 25% of the net buildable area of the entire site as common open space. The maximum intensity in this category shall be 0.25, except for civic uses and Economic Development Overlay District uses, which shall be 0.35. The maximum Impervious Surface Ratio shall be 0.60.

TYPICAL USES INCLUDE:

- *Residential;*
- *Nursing and personal care facilities;*
- *Civic uses;*
- *Residential professional offices;*
- *Passive parks;*
- *Religious organizations;*
- *Day care services;*
- *Schools;*
- *Commerce uses, including: services, retail trade, finance, insurance and real estate as allowed pursuant to Policy I-1.3.10 Commercial Activities within the Urban Future Land Use Series; and*
- *Public order and safety; and*
- *Economic Development Overlay District Uses for properties included within the Economic Development Overlay District (Map 20, Future Land Use Map Series), and subject to Objective I-6.5.*

TYPICAL USES REQUIRING A CONDITIONAL USE PERMIT:

- *Active parks and recreation facilities;*
- *Light industrial such as manufacturing, wholesale trade, transportation, communications, electric, gas and sanitary services shall require a conditional use permit, unless the proposed use is permitted as an Economic Development*

Overlay District use. Light industrial conditional use activities are limited to those without off-site impacts and takes place primarily within an enclosed building;

- *Animal specialty services;*
- *Mining and resource extraction;*
- *Hospitals; and*

Analysis of Design District Request **(Ordinance Number 26-04)**:

Form-Based Code:

The City's Land Development Regulations are a form-based code. Design districts are unique to form-based codes. Lake County still uses traditional Euclidean zoning, so there are no design districts for parcels in unincorporated Lake County. When a parcel annexes into the City of Eustis, the City must assign a consistent design district that follows the urban, suburban and rural transect

1. *Standards for Review:*

The Land Development Regulations include the following standards for review of an amendment to the Design District Map. In approving a change in the designation, the City Commission shall consider: Whether the amendment is in conflict with any applicable provisions of the Code.

a. Section 102-17(a) "...Section 109-3 Design Districts:

identifies the definition, structure, and form of each design district. The assignment of design district must follow the district pattern and intent."

The requested amendment assigns a newly annexed parcel a designation that meets the district pattern and intent (Urban Neighborhood). The Urban development pattern and intent, and the Urban Neighborhood definition, structure, and form description are stated below. The assignment of a Urban Neighborhood design district designation is appropriate due to the established and proposed development patterns in the area.

b. Sec. 109-5.3. Urban development pattern intent statements:

Intent. The urban development pattern relies primarily on a system of interconnected street grids that prioritizes pedestrians and transit features and links civic buildings, squares, parks and other neighborhood uses. Usable public open space organizes development to make a place. This pattern is characterized by a mix of building typologies with a defined center which can be a park, civic space or neighborhood commercial/retail feature.

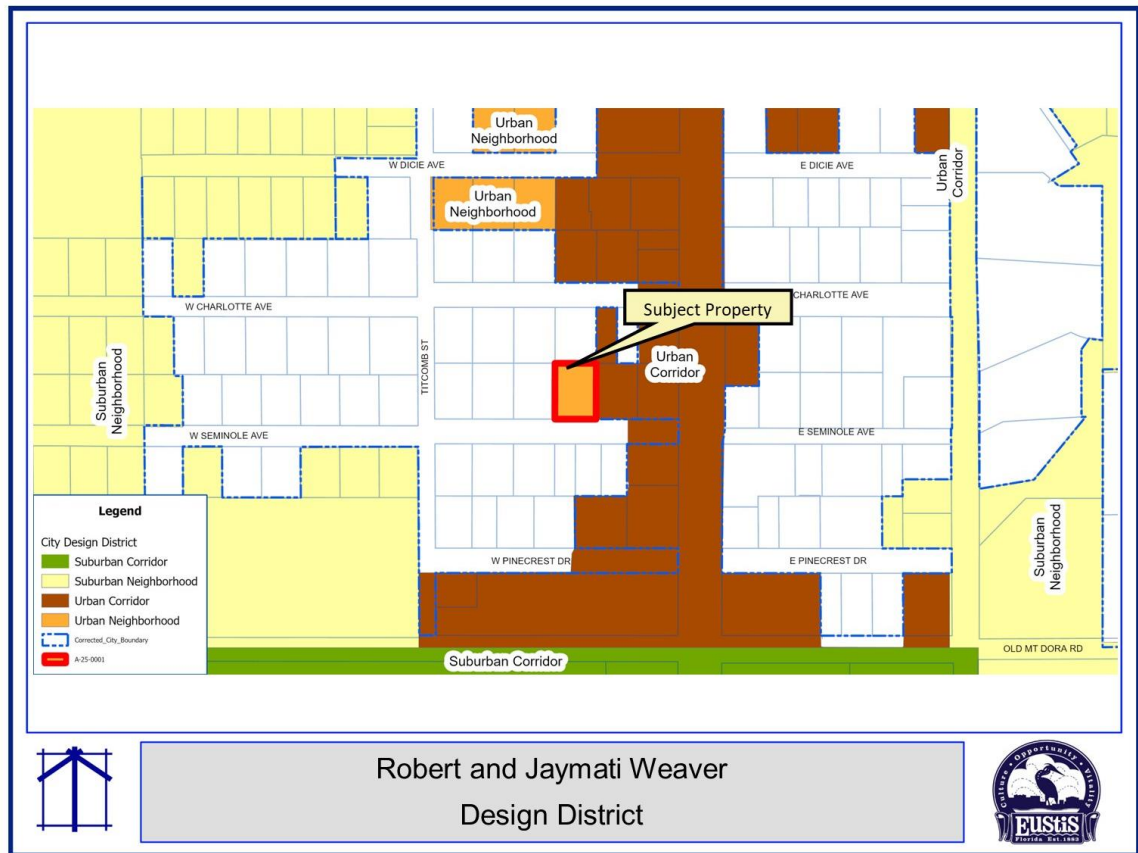
Design districts – Urban Neighborhood

a. Definition. Predominately residential uses with some neighborhood scale commercial services.

b. Structure. Interconnected streets and blocks with alleys.

c. *Form. Mix of unit types with focus on “center” park, civic or neighborhood commercial/retail feature.*

The Urban development patterns statement above indicates that residential uses are primarily located on streets with more vehicle connections. An Urban Neighborhood designation follows the district pattern and intent outlined in the Land Development Regulations and is consistent with the existing transect in the area.



c. Section 102-17(a)

The following guidelines must be followed when proposing the reassignment of a design district:

Compatible intensities should face across streets. Changes in design districts should occur along rear alleys or lanes or along conservation edges.

Reassignment is not being proposed; a Eustis design district designation must be assigned to annexed property; the proposed design district is compatible with the surrounding design districts.

d. Consistent with Comprehensive Plan:

Whether the proposed amendment is consistent with all elements of the comprehensive plan.

The requested amendment is consistent with the Future Land Use element (including Policy FLU 1.2.4, Development Patterns, and FLU 1.3.2. Maintain Residential Compatibility), as well as all other elements of the Comprehensive Plan.

e.Consistent with Surrounding Uses:

Whether, and the extent to which, the proposed design district is consistent with existing and proposed land uses.

The Urban Neighborhood definition, structure, and form are compatible with the existing uses and any proposed uses permitted under the RT Future Land Use designation.

f.Changed Conditions:

Whether there have been changed conditions that justify amending the design district.

The subject property is proposed for annexation, and a design district assignment is necessary. The conditions have changed from land located in unincorporated Lake County without central services to a site within the City of Eustis with municipal services.

g.Public Facilities.

Whether, and the extent to which, the proposed redistricting would result in demands on public facilities, and whether, or to the extent to which, the proposed change would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.

A redistricting is not proposed. Assigning a design district to an annexation property will not change the demand impact on public facilities. The Future Land Use designation controls the density and intensity permitted on the site, so the Design District map amendment would not result in impacts beyond that already anticipated. Also, see the analysis of public facilities in the above sections of this report.

h.Impact on Environment:

Whether, and the extent to which, the redistricting would result in significant impacts on the natural environment.

The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation controls the density, intensity, and minimum open space permitted on the site, so the Design District amendment would not result in additional impacts on the natural environment. As building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land

Development Regulations include standards for the protection of environmentally sensitive lands that would apply should conditions at the time of development warrant such protection.

i. Property Values:

Whether, and the extent to which, the proposed redistricting would affect the property values in the area.

Redistricting is not being proposed; a City of Eustis design district designation must be assigned to the annexed property. This request should not affect property values because the proposed Design District designation is consistent with the surrounding development patterns and design districts.

j. Orderly Development Pattern:

Whether, and the extent to which, the proposed redistricting would result in an orderly and logical development pattern.

The request is the assignment of a design district to an annexation parcel, not redistricting. However, the proposed Design District designation is consistent with the urban development pattern identified in Section 109-5.3 of the Land Development Regulations. Assignment of the requested designation will result in a more orderly and logical development pattern, making the designation consistent with the surrounding area designations and established development patterns.

k. Public Interest and Intent of Regulations:

Whether the proposed redistricting would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

The request is the assignment of a design district to an annexation parcel, not redistricting. The proposed Design District is not in conflict with the public interest and reflects the purpose and intent of the regulations.

l. Other Matters:

Any other matters that may be deemed appropriate by the city commission, in review and consideration of the proposed redistricting.

The request is the assignment of a design district to an annexation parcel, not redistricting. The City's Land Development Regulations are a form-based code. The Design District designations define the development form, but not the types of land use, densities, intensities, or required open space. The districts, therefore, must be consistent and follow the urban, suburban, and rural transects. This request assigns an Urban Neighborhood design district designation to an annexation parcel, which is consistent with the existing transect.

Applicable Policies and Codes

1. Resolution Number 87-34

Joint Planning Area Agreement with Lake County: “The City and the County agree that the unincorporated areas adjacent to the City might be appropriately served by urban services provided by the City, and might therefore be annexed into the City in accordance with State law..... The City agrees to annex property in accordance with State law and provide adequate urban services and facilities to serve those areas within the Joint Planning Area.”

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

- a. “The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.”
- b. “Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”

Comprehensive Plan – *Residential Office Transition (RT)*

This land use district applies to older residential areas having residential character, which are located adjacent to nonresidential development. The purpose is to provide for establishment of business and professional offices and limited retail and service business while maintaining residential character and compatibility.

General Range of Uses: This category accommodates a mix of residential and nonresidential uses, including but not limited to single-family detached and attached residential, duplex and accessory apartments, schools and churches, business and professional offices, and certain limited, neighborhood scale commercial.

Maximum Density: 12 units per acre.

Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

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

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

Ordinance Number	26-02
Ordinance Subject	A-25-0001
Legal Advertising Date	January 12, 2026
First Reading On	1/22/2026
Second Reading On	2/5/2026

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 0.31 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1197309, LOCATED AT 77 WEST SEMINOLE AVENUE.

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

- ☒ The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- ☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- ☐ The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

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

Section 166.041 (4)(c) exemption: It is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.

ORDINANCE NUMBER 26-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 0.31 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 1197309, LOCATED AT 77 WEST SEMINOLE AVENUE, FROM URBAN LOW IN LAKE COUNTY TO RESIDENTIAL OFFICE TRANSITION IN THE CITY OF EUSTIS.

WHEREAS, on November 4, 2010, the Eustis City Commission adopted the City of Eustis Comprehensive Plan 2010-2035 through Ordinance Number 10-11; and

WHEREAS, the State of Florida FloridaCommerce found the City of Eustis Comprehensive Plan 2010-2035 in Compliance, pursuant to Sections 163.3184, 163.3187, and 163.3189 Florida Statutes; and

WHEREAS, the City of Eustis periodically amends its Comprehensive Plan, in accordance with Chapters 163.3187 and 163.3191, Florida Statutes; and

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 0.31 acres of real property located at 77 West Seminole Avenue (Alternate Key Number 1197309), and more particularly described herein and as shown in Exhibit "A"; and

WHEREAS, on January 22, 2026, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in the designation; and

WHEREAS, on January 22, 2026, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on February 5, 2026, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein as Exhibit "A";

NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS HEREBY ORDAINS:

SECTION 1.

Land Use Designation: That the Future Land Use Designation of the real property as described below shall be changed from Urban Low in Lake County to Residential Office Transition (RT) within the City of Eustis:

Parcel Alternate Keys: 1197309

Parcel Identification Numbers: 14-19-26-1500-009-01900

Legal Description:

LYNNHURST LOTS 19, 20 BLK 9 PB 8 PG 50 ORB 2299 PG 1143 ORB 3475 PG 1797 ORB 4938 PG 1534

(The foregoing legal description was created via optical character recognition from the applicant's PDF submittal and has not been verified for accuracy); and

SECTION 2.

Map Amendment and Notification: That the Director of Development Services shall be authorized to amend the Future Land Use Map of the Comprehensive Plan to incorporate the change described in Section 1 and provide appropriate notification in accordance with Florida Statutes.

SECTION 3.

Conflict: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4.

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

SECTION 5.

Effective Date: The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the FloridaCommerce notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date FloridaCommerce or the Administration Commission enters a final order determining this adopted amendment to be compliant. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by the adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to FloridaCommerce.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 5th day of February 2026.

CITY COMMISSION OF THE

CITY OF EUSTIS, FLORIDA

 Emily A. Lee
 Mayor/Commissioner

ATTEST:

 Christine Halloran, City Clerk

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

The foregoing instrument was acknowledged before me, by means of physical presence, this 5th day of February 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

 City Attorney's Office

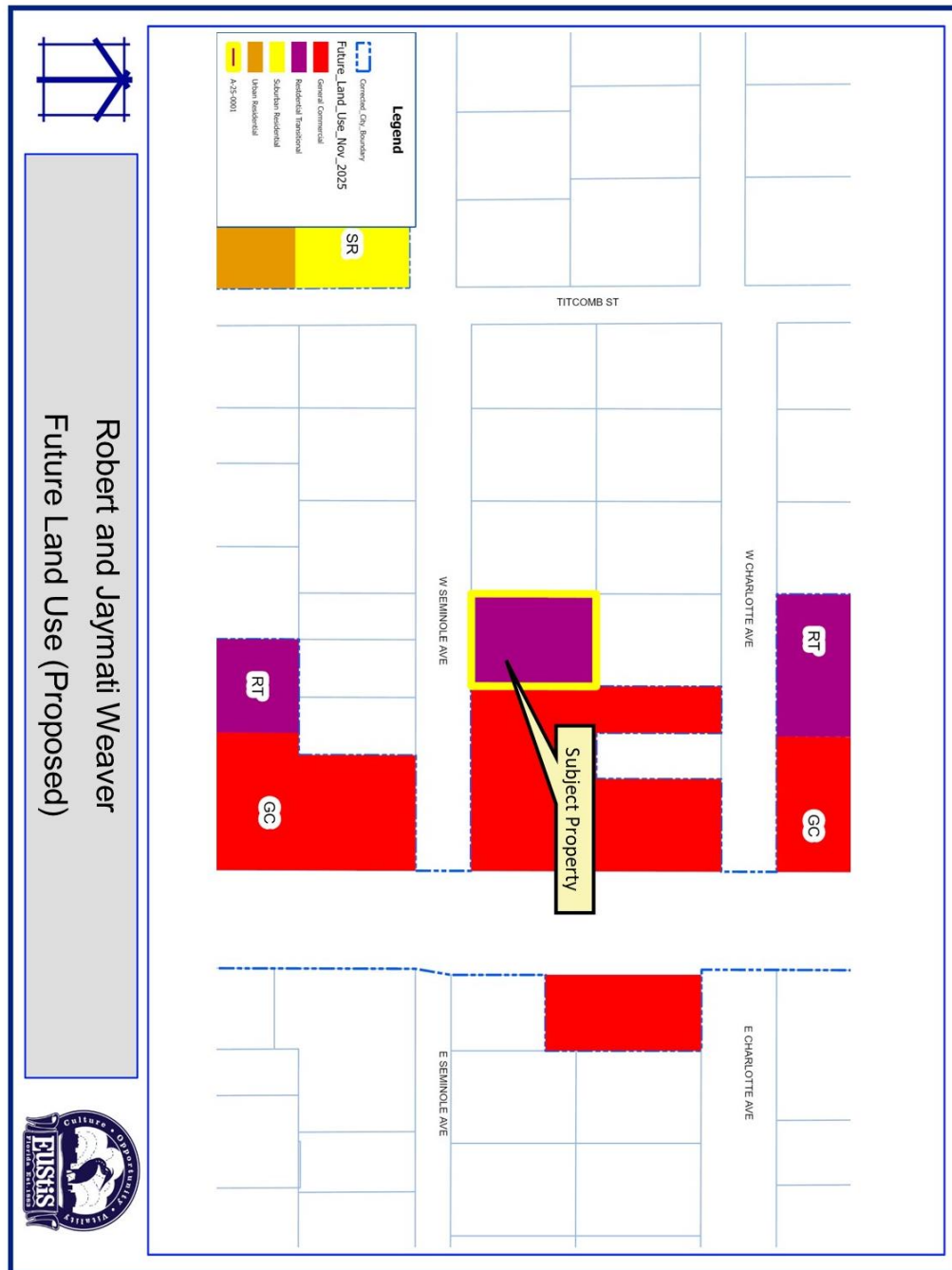
 Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 26-03 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

 Christine Halloran, City Clerk

EXHIBIT A



Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

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

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

Ordinance Number	26-03
Ordinance Subject	Assignment of Future Land Use for Recently Annexed Property – A-25-0001
Legal Advertising Date	January 12, 2026
First Reading On	1/22/2026
Second Reading On	2/5/2026

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 0.31 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 1197309, LOCATED AT 77 WEST SEMINOLE AVENUE, FROM URBAN LOW IN LAKE COUNTY TO RESIDENTIAL OFFICE TRANSITION IN THE CITY OF EUSTIS.

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

- ☒ The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- ☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- ☐ The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

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

Section 166.041 (4)(c) exemption: It is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



ORDINANCE NUMBER 26-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE URBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 0.31 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBER 1197309, 77 WEST SEMINOLE AVENUE.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Urban Neighborhood to approximately 0.31 acres of the recently annexed real property, further described below,

WHEREAS, on January 22, 2026, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on February 5, 2026, the City Commission held the 2nd Public Hearing to consider the adoption of the Design District Amendment contained herein;

NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS, FLORIDA, HEREBY ORDAINS:

Section 1. Design District Designation

That the Design District Designation of the real property described below, and shown in Exhibit "A", shall be Urban Neighborhood:

Parcel Alternate Key: 1197309

Parcel Identification Number: 14-19-26-1500-009-01900

Legal Description:

LYNNHURST LOTS 19, 20 BLK 9 PB 8 PG 50 ORB 2299 PG 1143 ORB 3475 PG 1797 ORB 4938 PG 1534

(The foregoing legal descriptions for the parcel are from the Lake County Property Appraiser webpage based on the alternate key numbers provided by the applicant. They have not been verified for accuracy)

Section 2. Map Amendment

That the Director of Development Services shall be authorized to amend the Design District Map to incorporate the change described in Section 1.

Section 3. Conflict

That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. Severability

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

Section 5. Effective Date

That this Ordinance shall become effective upon the annexation of the subject property through approval of Ordinance Number 26-04.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 5th day of February 2026.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 5th day of February 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

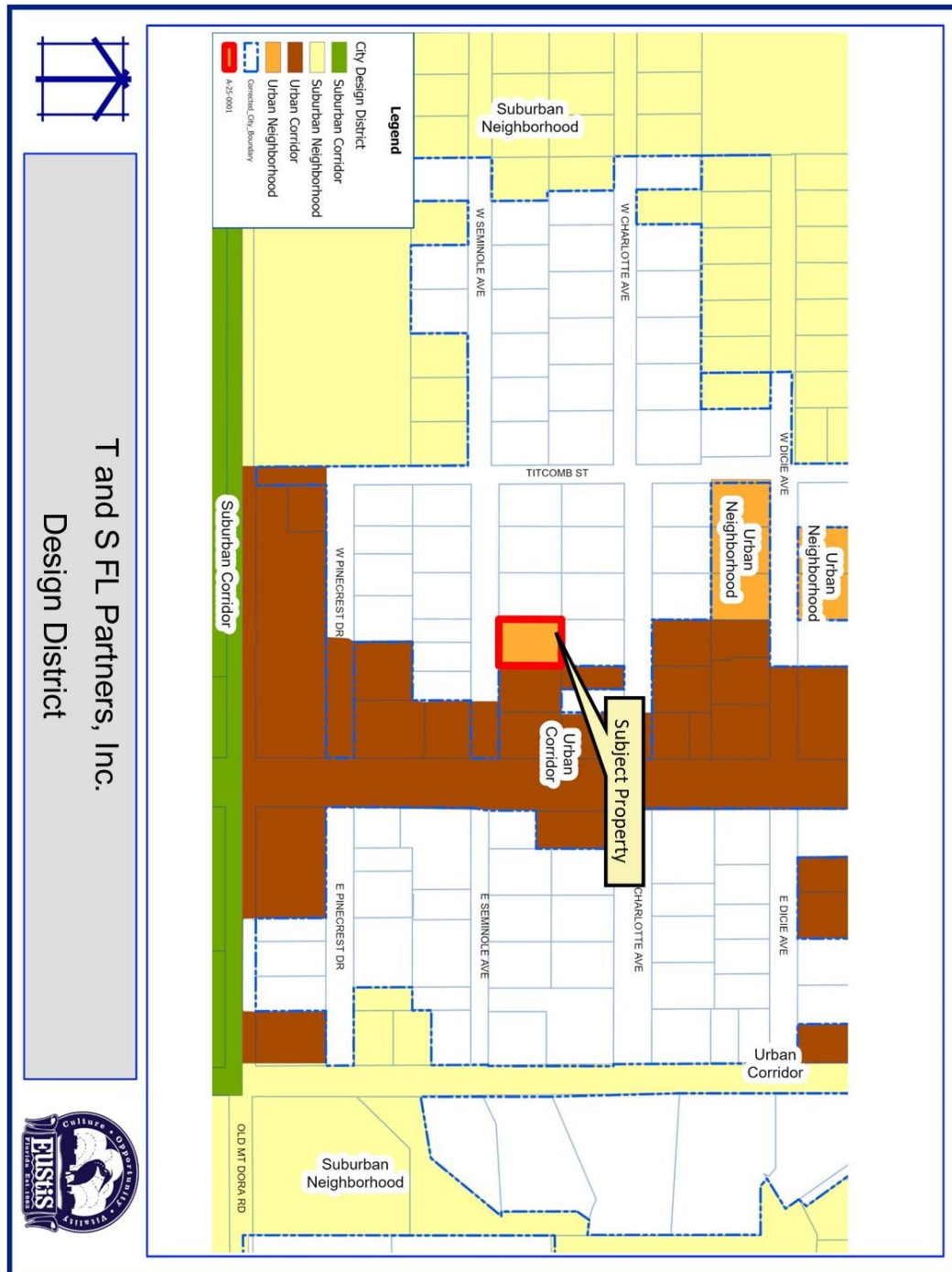
City Attorney's Office

Date**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 26-04 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A



Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

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

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

Ordinance Number	26-04
Ordinance Subject	Assignment of Design District for Recently Annexed Property A-25-0001
Legal Advertising Date	January 12, 2026
First Reading On	1/22/2026
Second Reading On	2/5/2026

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE URBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 0.31 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBER 1197309, 77 WEST SEMINOLE AVENUE.

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

- ☒ The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- ☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has prepared the Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.
- ☐ The City has prepared a Business Impact Estimate in accordance with section 166.041(4), Florida Statutes.

Exemptions

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

Section 166.041 (4)(c) exemption: It is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.





City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: January 22, 2026

RE: Discussion on Agenda Process

Introduction

The City Commission has asked staff to review the agenda process and determine if it is possible to expedite the process.

Background

Below is the current agenda process and timeline:

Friday following a Commission meeting (10 business days and 14 calendar days prior to the next Commission meeting) – The leadership team meets to debrief from the previous meeting and plan the agenda for upcoming meetings.

Monday and Tuesday of the week prior to the Commission meeting (8-9 business days and 10-11 calendar days prior to the next Commission meeting) – Staff draft and compile staff reports, attachments, and agenda items.

Wednesday of the week prior to the Commission meeting (7 business days and 9 calendar days prior to the next Commission meeting) – All staff reports and agenda items to be uploaded into the Municode system by close-of-business. Initial review and formatting by City Clerk.

Thursday of the week prior to the Commission meeting (6 business days and 8 calendar days prior to the next Commission meeting) – Some agenda items continue to be finalized and uploaded into the system. Continued review and formatting by City Clerk. City Manager review of all staff reports and agenda items.

Friday of the week prior to the Commission meeting (5 business days and 7 calendar days prior to the next Commission meeting) – Some agenda items continue to be finalized and uploaded into the system. Final review of all staff reports and agenda items by City Manager. Final review and formatting by the City Clerk. Agenda packets issued (usually in the afternoon) and City Clerk's Office initiates Meeting Portal to send e-notification to subscribers.

Saturday of the week prior to the Commission meeting (4 business days and 6 calendar days prior to the next Commission meeting) – Other than periodic agenda updates, all agenda materials are available to the Commission and the public as of Friday afternoon/Saturday morning. Meeting Portal sends an email to subscribers for “Meetings for the Upcoming Week” with links to meeting(s).

The above process and timeline do not include advertising as advertising varies based on the type of item and state statute. Also, state law recently required local governments to prepare Business Impact Estimates (BIE) to help educate the public on certain ordinances. Those BIE’s are to be posted to the City’s website 10 days prior to the public hearing. Additionally, it should be noted that the City Attorney is involved in this process by both reviewing items and preparing items for consideration.

Realistically, it is difficult to expedite the process more than a day without conflict with the previous Commission meeting and negatively impacting staff’s ability to process agenda items from one meeting to the next.

Below is a possible alternate agenda process and timeline, and staff has already taken steps to implement the below process:

Friday following a Commission meeting (10 business days and 14 calendar days prior to the next Commission meeting) – The leadership team meets to debrief from the previous meeting and plan the agenda for upcoming meetings.

Monday of the week prior to the Commission meeting (9 business days and 11 calendar days prior to the next Commission meeting) – Staff draft and compile staff reports, attachments, and agenda items.

Tuesday of the week prior to the Commission meeting (8 business days and 10 calendar days prior to the next Commission meeting) – All staff reports and agenda items to be uploaded into the Municode system by close-of-business. Initial review and formatting by City Clerk.

Wednesday of the week prior to the Commission meeting (7 business days and 9 calendar days prior to the next Commission meeting) – Some agenda items continue to be finalized and uploaded into the system. Continued review and formatting by City Clerk. City Manager review of all staff reports and agenda items.

Thursday of the week prior to the Commission meeting (6 business days and 8 calendar days prior to the next Commission meeting) – Some agenda items continue to be finalized and uploaded into the system. Final review of all staff reports and agenda items by City Manager. Final review and formatting by the City Clerk. Agenda packets issued (usually in the afternoon) and City Clerk’s Office initiates Meeting Portal to send e-notification to subscribers.

Friday of the week prior to the Commission meeting (5 business days and 7 calendar days prior to the next Commission meeting) – Other than periodic agenda updates, all agenda materials are available to the Commission and the public as of Thursday afternoon/Friday morning.

Saturday of the week prior to the Commission meeting (4 business days and 6 calendar days prior to the next Commission meeting) – Meeting Portal sends an email to subscribers for “Meetings for the Upcoming Week” with links to meeting(s).

This alternate agenda process would make the agenda available one business day and one calendar day earlier than the current process.

Staff would like input from the City Commission on the agenda process and timeline.

Prepared by:

Tom Carrino, City Manager

Reviewed by:

Miranda Burrowes, Assistant City Manager



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: January 22, 2026

RE: Discussion on Interim City Manager

Introduction

Staff is seeking direction from the City Commission on Interim City Manager.

Background

The current City Manager has given notice of his departure in March. In the Charter of the City of Eustis, it is stated that the City Commission shall appoint a City Manager who shall be the chief administrative officer of the City.

City staff has been working to secure the services of an executive search firm to assist with identifying the next City Manager of Eustis. Rather than issue an RFP for executive search services, the City is exploring a “piggyback” opportunity with a firm that has contractual relationships with other Florida jurisdictions. Staff is in the process of finalizing an agreement with a well-qualified firm.

The process of hiring a new City Manager is expected to take between four to five months, so there will be a gap between the departure of the current City Manager and the new City Manager. Due to that gap, the City Commission will need to name an Interim City Manager.

The City Commission has a few options. One option would be to name an internal candidate to serve as Interim City Manager. Alternatively, the City Commission can explore the availability of qualified external candidates. Whether serving as Interim City Manager or supporting the Interim City Manager, the Assistant City Manager will be a key component of the transition.

Both the International City/County Manager’s Association and the Florida City/County Manager’s Association have a Senior Advisor program (formerly called Range Riders) to provide subject matter expertise to government agencies. These services are part-time, and this program would not be a substitute for a full-time Interim City Manager. However, the City can request assistance for expertise in a specific area where gaps are identified.

Staff is seeking direction from the City Commission on naming an Interim City Manager.

Prepared by

Tom Carrino, City Manager

Reviewed by:

Miranda Burrowes, Assistant City Manager