



AGENDA

City Commission Meeting

6:00 PM – Thursday, September 18, 2025 – City Hall

Invocation: Shannon Carroll, LakeHaven Church

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 August 8, 2025 City Commission Workshop: Budget](#)

September 4, 2025 City Commission Workshop

September 4, 2025 City Commission Meeting

3. Presentations

[3.1 St. Luke's Medical and Dental Center in Eustis, FL](#)

[3.2 Eustis Community Alliance](#)

4. Audience to be Heard

5. Consent Agenda

[5.1 Resolution Number 25-73: Approval of IAFF Fire Lieutenant Unit 10/1/2024 – 9/30/2027 Contract](#)

6. Ordinances, Public Hearings, & Quasi Judicial Hearings

[6.1 Resolution Number 25-61: Final millage rate for the FY2025/26](#)

[6.2 Resolution Number 25-62: Adopting a Final Budget for the FY2025/26](#)

[6.3 Resolution Number 25-74: Consideration for Reduction of Fine for 430 West Charlotte Avenue](#)

[6.4 FIRST READING](#)

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

[6.5 Explanation of Ordinance Numbers 25-28, 25-29, and 25-30](#)

Ordinance Number 25-28 – Voluntary Annexation

Ordinance Number 25-29 – Comprehensive Plan Amendment

Ordinance Number 25-30 – Design District Assignment

FIRST READING

Ordinance Number 25-28: Annexation of Parcel with Alternate Key Number 1734231

6.6 FIRST READING

Ordinance Number 25-29: Future Land Use Map Assignment for Annexation of Parcel with Alternate Key Number 1734231

6.7 FIRST READING

Ordinance Number 25-30: Design District Amendment for Annexation of Parcel with Alternate Key 1734231

6.8 Explanation of Ordinance Numbers 25-31, 25-32, and 25-33

Ordinance Number 25-31 – Voluntary Annexation

Ordinance Number 25-32– Comprehensive Plan Amendment

Ordinance Number 25-33 – Design District Assignment

FIRST READING

Ordinance Number 25-31: Annexation of Parcels with Alternate Key Numbers 1743320 and 1407940

6.9 FIRST READING

Ordinance Number 25-32: Future Land Use Map Assignment for Parcels with Alternate Key Numbers 1743320 and 1407940

6.10 FIRST READING

Ordinance Number 25-33: Design District Assignment for Annexation of Parcels with Alternate Key Number 1743320 and 1407940

7. Other Business

7.1 Discussion for an Economic and Cultural Advisory Committee

8. Future Agenda Items and Comments

8.1 City Commission

8.2 City Manager

8.3 City Attorney

8.4 Mayor

9. Adjournment

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

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



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: September 18, 2025

RE: August 8, 2025 City Commission Workshop: Budget

September 4, 2025 City Commission Workshop

September 4, 2025 City Commission Meeting

Introduction:

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

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary C. Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Workshop: Budget

9:30 AM – Friday, August 08, 2025 – City Hall

Call to Order: 9:32 a.m.

Acknowledgement of Quorum and Proper Notice

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

1. Workshop Item with Discussion, Public Input and Direction

1.1 Capital Improvement Plan (CIP)

Tom Carrino, City Manager, explained staff will first present the Capital Improvement Plan with a presentation from Finance, then provide an update on changes to the General Fund since the last workshop and, finally, review the Non-General Fund Operating Expenses.

Lori Carr, Finance Director, explained the Capital Improvement Plan process, what constitutes a capital project and how the plan may be adjusted. She reviewed the various funding sources and explained how each funding source may be used. She noted they have instituted a list of Unfunded Projects.

Mr. Carrino explained why staff implemented the list of Unfunded Projects. He reviewed the current list of unfunded projects totaling \$22,140,000. As an example, he noted the Trident tour boat project. Staff had direction from the Commission to begin working on that project; however, there is no funding for it. He explained that staff will bring that back once engineering is complete and they have a firmer number. He opined that is probably a project that will be funded out of reserves. He suggested they can discuss the reason for having healthy reserves. He stated that the Unfunded Projects list includes the dock for the seaplane and the dock for the boat rental. He explained those would be engineered at one time and then brought back to the Commission for direction. He reviewed the additional projects on the unfunded list.

The Commission asked if staff would be seeking grant funds for those projects with Mr. Carrino responding affirmatively. He commented on the possibility of obtaining a state appropriation for the Northshore Bridge project.

Discussion was held regarding possible relocation of the aquatic center.

Mr. Carrino began reviewing the General Fund capital projects. He indicated those projects could also be funded from either surplus or reserves. He noted that the surplus from the previous fiscal year is being used to pay for some of the projects. He commented that is it appropriate to utilize surplus funds for non-recurring projects but not recurring expenses. He reviewed the various projects and provided information regarding the need for each. He explained why different projects may have been shifted to another fiscal year.

Discussion was held regarding the community building roof repair with Rick Gierok, Public Works Director, explaining the issues with the roof. He explained that, while it is

in the budget, they will not move forward until after a decision is made. He added they will have to go out to bid for that project. He stated they did an overlay approximately seven years previous and that was over \$100,000. He explained the process and estimated the timeframe as three months for the RFP.

Sasha Garcia, City Attorney, expressed concern regarding liability if there is a possibility of the roof failing and they are still renting out the facility. She noted that the building may have to be shut down if a decision isn't made.

CONSENSUS: It was a consensus of the Commission to leave the project in the CIP for the time being.

Mr. Carrino then noted the community building audio upgrade and explained that would be for a portable audio system that could be relocated to another building.

Mr. Carrino explained the distribution formula for the Sales Tax Revenues and noted those funds cannot be used for operating expenses but only for larger capital projects. He then reviewed the Sales Tax Fund capital projects, what each item represents and the need for each of the projects.

Discussion was held regarding the City reaching out to a gas company in cooperation with this project with Mr. Gierok explaining there is a Florida Gas high pressure, high volume, 10-inch transmission main going through there. He added that is why they are already looking at doing the engineering as that gives them more points in applying for grants. He stated Florida Gas does not think they will have to redo their line, but coordination will need to be very close.

Mr. Carrino continued the review of the Sales Tax Fund capital projects. He cited the replacement of the Edmunds system under ERP - Financial System. He indicated what is in the CIP is only a portion of the cost. He explained the research staff is undertaking on that replacement. He then reviewed the Parks & Recreation projects including the proposed Parks & Recreation Master Plan with an explanation of why that is needed.

Discussion was held regarding a Parks & Recreation Master Plan with Mr. Carrino stating the previous study undertaken was strictly a site specific plan for Carver Park. He explained this one would be for the entire city. He stated the Carver Park master plan has not been presented due to the possibility of other opportunities. Discussion was held regarding the possible use of the Curtright Center building and the need for additional space for recreation programs.

Sam Brinson, Parks and Recreation Director, commented on how the master plan would help determine when and where they need additional parks. He cited requests he's receiving from the community for additional parks and basketball facilities.

Further discussion was held regarding the Parks and Recreation Master Plan, plans underway by the Lake County School Board, and the possibility of getting a plan for the areas outside the core.

Mr. Carrino noted that there was a plan of some type done in the early 2,000's but nothing since.

Discussion was held regarding the pricing for a plan, the benefits of the plan and the need to fund any recommendations.

CONSENSUS: It was a consensus to shift the Parks and Recreation master plan off one more year.

Mr. Carrino continued reviewing the Sales Tax Fund capital projects. He noted the funding for the Library expansion and indicated they would be applying for grants to assist with that project.

The Commission asked if there might be grants to help fund the Parks and Recreation master plan and whether or not the County might have funding available for that.

Mr. Carrino responded that they could look at that.

RECESS: 10:31 a.m. RECONVENE: 10:40 a.m.

Mr. Carrino explained the Transportation Fund for Streets & Roads. He commented that this fund is not healthy. He indicated it is funded partially by the gas tax received from Lake County, but the City has to supplement the fund from the General Fund. He stated it is not sustainable long term. He commented on the amount of work completed inhouse.

The Commission asked why staff is bringing it up now instead of in previous years with Mr. Carrino citing the options. He stated it will require some hard decisions and explained that the City has tried to keep it rolling.

Commissioner Holland commented that the County changed the mechanism for how the gas tax funds are distributed with Mr. Carrino acknowledging that the County changed the formula approximately 11 years ago. He stated that Eustis has more lane miles than any other municipality in the County. He explained the formula used to be more heavily weighted on the lane miles, but it was changed to be based more on population which meant the City was getting less funding.

Vice Mayor Ashcraft stated it is not just a Eustis issue but also a problem for the Lake Sumter MPO. He explained that the MPO's budget was also severely impacted by the reduction in gas tax.

Mr. Carrino explained that the City does supplement the Transportation Fund and save money by doing work inhouse. He then commented on a recent meeting staff attended for the Lake County Impact Fee Workshop. He explained the City has the ability to levy its own street or road impact fee as well as a mobility fee. He stated some municipalities are levying a mobility fee which can help pay for trails, sidewalks, or whatever helps people get around. He indicated they would need to determine if that is a true impact fee which would mean it could only be used for expansion of service. It could not be used to resurface existing roads.

The Commission asked if the formula is the same for South Lake as it is for North Lake with Mr. Carrino stating his understanding that the formula changed countywide but South Lake is getting more funding based on how the formula is applied.

Mr. Gierok explained that Minneola's growth has boomed due to the new turnpike exit. Lady Lake is getting more due to the Villages expansion. He explained that Eustis is growing but it is really not building new roads nor is the population growing as fast.

Mr. Carrino stated that gas tax proceeds and impact fees are different things. He noted that impact fees are different for different districts.

Mr. Gierok then reviewed the streets and roads' capital projects and reasons for each project. He explained the process used for determining where to build new sidewalks and budgeting for sidewalk maintenance. He explained the Pine Meadows Golf Rd. bridge budgeted for FY26-27 and commented on the possibility of obtaining some

funding from Lake County. He also explained the pavement reflectivity project and noted that it is not required under federal law for roads under 35 mph, but best practice says they should do it. He stated the removal and replacement of concrete roads is done inhouse and the \$90,000 completes a few blocks.

Mr. Carrino reviewed the CRA fund capital projects. He commented on the street and sidewalk rehabilitation within the CRA. He highlighted the Palmetto Plaza Phase 2 project and explained they had been working with the church to obtain additional land but that has not come to fruition; therefore, they need to go ahead and move forward and get community input. He then commented on the need for the Bay Street drainage project.

Mr. Gierok reviewed the Stormwater Fund projects, explained what is being done on each project and how soon they would be completed. He explained the issues the City has with people filling in swales which results in flooding. He then discussed the stormwater master plan which will be to only look at specific problem areas such as Orange and Bay. He explained the issue with that intersection and what may need to be done to resolve the flooding. He explained what is being done by FDOT which will not resolve the issue during high intensity storm events. He commented on his intent to get FDOT to assist with the stormwater project for that intersection. He emphasized FDOT's intent that their current project is not a stormwater project.

Discussion was held regarding how the intersection flooding might be addressed, how soon it might occur and how the City will need additional help.

Vice Mayor Ashcraft stated he would approach the Lake Sumter MPO to try and get some assistance due to the safety issues.

Mr. Carrino reported that this is another fund that is not sustainable long term. He stated that Raftelis is looking at the City's stormwater fees. He suggested that the City needs to consider increasing the stormwater fees.

Discussion was held regarding whether the City is also handling runoff from County roads and whether or not the Stormwater Fund has been in the negative in years past.

Mr. Carrino reported on the Building Department Fund and reviewed possible projects to be funded through that fund. He cited the possibility of co-locating the Building Department with Fire Administration. He cited the planned purchase of a drone for inspection purposes and the addition of another building inspector.

Mr. Carrino then commented on the impact fee funds noting there are no major projects to be funded through those. He indicated Raftelis is also looking at the possibility of increasing the local impact fees.

Attorney Garcia asked when the utility study would come back with Ms. Carr responding that Raftelis is aware of the actions of the legislature, but they believe the City's deadline is January.

Attorney Garcia explained that due to changes by the legislature increases to impact fees will be more difficult. She stated that the statute goes into effect October 1st. If the City has an ordinance adopted prior to the new requirements coming in, then it will be grandfathered under the old standards.

The Commission asked if the City can move forward before the study is done with Ms. Carr responding she would touch base with them to see where they are.

The Commission asked about the status of U. S. Water with Mr. Carrino responding staff is working with them. He indicated that they do not usually work with cities the size of Eustis. He commented on discussions they are having with them and noted that the City will need specialized help for that project.

Mr. Carrino commented on the Utility Impact Fee projects and noted the City's utility system is both financially and physically healthy.

Mr. Gierok reviewed various utility system projects, what they consist of and why they are needed. He explained issues with power failures at the lift stations. He indicated his intent to apply for grants and seek FEMA funding for those. He then explained the Infiltration and Intrusion project and related smoke testing. He reported they have found approximately 300,000 gallons of stormwater that have been repaired so it is not flowing into the wastewater plant.

Mr. Gierok explained the floating solar panel project and cited the possibility of getting approximately 35% of the project paid for through federal funding. He indicated that the project would be paid back within nine years including maintenance. He provided an overview of the project.

Bryce Hale, IT Manager, stated there is a 20 year warranty on the panels and 10 year on the inverter.

Mr. Gierok indicated that what is proposed are floating panels so that may not be the same.

Vice Mayor Ashcraft encouraged them to be cautious with proceeding on the project.

Mr. Gierok further reviewed the utility projects and the possible upsizing of various utility lines. It was agreed to shift out the Rosenwald sewer expansion another year.

Discussion was held regarding how much longer to continue the workshop. It was agreed to break for lunch and then continue until approximately 1:00 p.m.

LUNCH RECESS: 11:41 a.m. RECONVENE: 12:10 p.m.

1.2 Update of the General Fund/Millage Rate

Mr. Carrino provided an update on the General Fund budget numbers based on a millage rate of 7.5810. He explained they directed all of the General Fund department heads to bring back suggested reductions of 5% from their respective budgets. He explained the reductions did not include eliminating any positions or laying any employees off. He added they tried to avoid any cuts to professional development or Public Safety. He explained that salaries continue to be adjusted as positions are vacated and then filled. He noted they are still receiving revenue numbers from the state including the Communications Service Tax. He reviewed the various departmental budget reductions with a total of \$652,848.

The Commission asked what was the \$10,000 reduction under City Commission with Mr. Carrino explaining there was \$40,000 budgeted for Corey Rolle Field Improvements and due to a number of improvements already being accomplished, it was reduced to \$30,000.

Mr. Carrino then reviewed the list of one-time expenses that were re-allocated to be funded from Reserves which resulted in a total reductions and re-allocations of

\$749,348. He stated that as of that date, staff is predicting a surplus of \$11,607, based on maintaining the current millage rate of 7.5810.

There were no questions or comments from the Commission.

Mr. Carrino requested discussion about the CRA Coordinator position. He indicated that it remains in the budget and asked if the Commission wants to keep it. He commented on the amount of upcoming priorities including the implementation of the master plan and other projects. He emphasized the importance of the position to get those accomplished and stated that it is common throughout the state for the CRA to have its own coordinator.

Discussion was held regarding the CRA Coordinator position and the need to get the right person in the position with Mr. Carrino explaining that the CRA already pays a portion of the Economic Director's salary, but this position would be wholly paid for by the CRA. He opined that this position would process gateway grants within the CRA, process the downtown grants and work on redevelopment projects and implementation of the master plan. He suggested they could also work on the Palmetto Plaza project. He confirmed the salary range is listed at \$55,000 to \$60,000 range. It was noted benefits would take it to about \$80,000.

Discussion was held regarding the moving of Communications from Economic Development to Events & Tourism, why that occurred and whether or not that should be moved back to Economic Development.

Mr. Carrino indicated that director positions are not point factored. He reviewed how the different positions were re-organized including moving the grant writer position to Finance.

Discussion was held regarding Communications being placed under the City Manager's Office and the need for Economic Development to have additional staff.

Discussion was held regarding the salary for the Events & Tourism Director and the number of applicants for the position with Mr. Carrino indicating the interview panel was himself, Miranda Burrowes, Karen Crouch and Greg Dobbins. He noted the close ties between Events and Public Works.

CONSENSUS: It was a consensus of the Commission to leave the CRA Coordinator position in the budget.

The Commission asked Mr. Carrino to consider moving Communications back under the City Manager's office.

The Commission commented on their expectations regarding Communications with Mr. Carrino indicating that is what the Communications Manager would be doing; however, that position is currently vacant. Staff wanted to allow the Events & Tourism Director to have input on that person to be hired.

Discussion was held regarding recent issues with communications.

1.3 Non-General Fund Operating Expenses

Greg Dobbins, Utilities Director, reviewed the Utilities operating expenses. He noted they combined all of the cell phones into a master account so it can be tracked better.

Ms. Carr stated that Mr. Hale is tracking all phone usage to make sure the City does not have phone lines that are not being used but are being paid for.

Mr. Dobbins reviewed those line items that have increased or decreased and explained the changes.

Mr. Carrino asked if the City is still assisting Umatilla with street sweeping with Mr. Gierok responding occasionally.

Mr. Gierok explained some of the personnel changes due to recent re-organization. He stated there are no actual personnel changes. He reviewed the professional services change due to the conclusion of the PTI study. He reviewed various minor line item changes.

Ms. Carr commented on how some line items have changed due to certain charges being re-allocated to different line items.

Mr. Dobbins reviewed the Environmental Protection operating expenses including new software for backflow prevention. He explained the backflow prevention program and commented on how they send notices to the customers. He cited line item number 3150 which is new for the next fiscal year. He then reviewed the Water operating expenses.

The Commission asked how much the City was saving since removing fluoride with Mr. Dobbins responding approximately \$6,000 per year. He noted that now they were having to report on PFOS contaminants with Vice Mayor Ashcraft explaining those are long-chain poly-fluorocarbon plastic contaminants.

Mr. Dobbins continued the line item review citing increases and decreases. He explained they continued running the fluoride until it was all gone. He noted the CDL classes the City offers. He reviewed the operating expenses for the Eastern Water System. He then reviewed the Wastewater, Lift Station, Treatment Plant, Laboratory Services, Disposal, Sludge Disposal, and Eastern Wastewater Plant operating expenses.

The Commission asked about the Lake Sumter State College CDL training facility with Mr. Carrino explaining that the City is a co-applicant with them for a federal EDA grant to fund the facility. LSSC is applying for \$5 million for the \$6 million project with the Federal Economic Development Administration. He explained the City is a co-applicant because it has a reversionary interest in the property. He confirmed LSSC is doing all the work on the application. He noted the City will have a certain number of CDL slots once it is complete.

Commissioner Lee noted that they are also on Congressman Webster's list to help with the funding.

Commissioner Holland reported that he spoke with the Board Chair recently and he will provide an update within the next week or two.

Mr. Dobbins stated that the CDL training will remain in the Water and Wastewater budgets, and the free slots will go to Public Works. He concluded his review with the Eastern Wastewater Lift Stations.

Mr. Carrino noted the next tab in the budget book is for Non-Departmental expenses. He noted the Transfer to the General Fund (Page 83) which has been \$2,300,000 for the past four or five years. He stated he is recommending changing that by 2.5% to \$2,600,000 based on the previous rate increases. He indicated the rest of the Non-Departmental is capital projects which they have already reviewed.

The Commission thanked staff for the budget cuts and their work on the budget.

Mr. Carrino thanked the Commission for their support of staff and getting them the resources they need to do their work. He thanked staff for their work on the budget as well.

Commissioner Lee noted that the FRA conference agenda has been released.

Mr. Carrino suggested they could cancel the October 16th Commission meeting to allow the Commission to attend the conference. He commented on moving ahead with making reservations and the probability they could get a credit if they don't get a refund in the event they have to cancel.

2. Adjournment: 1:15 p.m.

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

CHRISTINE HALLORAN
City Clerk

WILLIE L. HAWKINS
Mayor/Commissioner



MINUTES

City Commission Workshop

5:45 PM – Thursday, September 04, 2025 – City Hall

Call to Order: 5:45 p.m.

Acknowledgement of Quorum and Proper Notice

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

1. Workshop Item: Presentation by Dr. Richard Levey

Dr. Richard Levey presented background information on his company, Levey Consulting, and noted that his firm deals with public policy and economic development implementation. He reviewed his public sector experience, education and various projects he has done within Lake County and other areas. He cited his work with other agencies to assist in getting a consensus. He noted he has watched several of their meetings.

The Commission commented on him being a single proprietor with Dr. Levey explaining he does subcontract depending on the engagement. In full disclosure, he noted he did respond to the City's RFP for Economic Development Consultant.

Mayor Hawkins asked Dr. Levey's opinion on whether or not it will be possible to get a consensus with the current Commission.

Dr. Levey responded that anything is possible and that, when you are not on the same page, a consensus can still be possible. He explained his process for listening and identifying those areas where there already may be consensus and then address the differences and identify common ground.

The Commission asked how that is different than the master plan that has already been done with Dr. Levey stating that he does not see a cohesive vision in the City's master plan but instead a lot of pieces and parts. He emphasized that he does not see a collective big idea of what the City is and where it is going. He asked why is Eustis different than the other cities they are competing with for economic activity.

Commissioner Ashcraft stated his thought that the difficulty is the implementation of where we should go after the development of the plan. He cited the need to have an objective, independent look by someone like Dr. Levey. He asked if Dr. Levey would be comfortable doing that.

Dr. Levey stated he has done that, but they already have other people doing pieces of that and he would want to make sure they don't have overlap and duplication. He added that, if there are differences in what everyone thinks the end goal should be and how to get there, it would probably serve them well to get that resolved. He stated they may come up with some enhancements to the plan and develop a more clear and concise vision.

Commissioner Lee stated that the Commissioners need to get their act together as a Commission and until they do that they cannot adjust the master plan. She asked if he sees any hope for them.

Dr. Levey responded that is up to them. If they come to the process with an open mind and are willing to listen to each other, respond, provide input and look for consensus building, anything is possible.

Commissioner Lee commented they need someone to help them get there and help them create that vision. She asked if that is part of what he does.

Dr. Levey responded affirmatively and stated that their strategic plan is more than that as it contains a lot of detail. He stated that after looking at the plan and observing some of their meetings, they could benefit from that and find it helpful.

Commissioner Asbate clarified that Dr. Levey sees need to unify the City Commission and then move on to the next steps.

Vice Mayor Ashcraft stated that to him it is the planning and what should be done when, why and in what order. He commented on the amount of information overload they get.

Dr. Levey stated he could not tell from the master plan the total cost of everything and whether or not Eustis has the financial capacity or the internal capacity within the organization to execute the development. He highlighted the amount of infrastructure that would be the City's portion of development.

Dr. Levey highlighted the usefulness of a facilitator to assist in the process and implementation. He noted in his experience elected officials care a lot and are limited in engaging with each other outside of the public meetings. He explained he presents a composite to try and build a product to move forward which is helpful to both staff and the consultants.

Commissioner Holland expressed concern regarding cost. He noted he has worked with Dr. Levey before and is familiar with his work. He emphasized the need for the Commission to reach agreement.

Mayor Hawkins noted all of the Commissioners are passionate about the downtown and want to make sure to get it right.

Commissioner Lee expressed support for getting a cost from Dr. Levey and moving forward.

Vice Mayor Ashcraft and Commissioner Asbate expressed agreement.

CONSENSUS: It was a consensus of the Commission for staff to work out a scope of services and bring it back with a cost for Commission consideration.

2. Adjournment: 6:05 p.m.

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CHRISTINE HALLORAN
City Clerk

WILLIE L. HAWKINS
Mayor/Commissioner



MINUTES

City Commission Meeting

6:00 PM – Thursday, September 04, 2025 – City Hall

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

Pledge of Allegiance: Commissioner George Asbate

Call to Order: 6:13 p.m.

Acknowledge of Quorum and Proper Notice

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

1. Agenda Update

Tom Carrino, City Manager, announced that the presentation to the lifesaving crews was being moved to a future meeting.

2. Approval of Minutes

July 17, 2025 City Commission Meeting

August 7, 2025 City Commission Meeting

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

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

3. Presentations

3.1 Recognition of Sergeant Phil Livingston

Police Chief Craig Capri announced they had instituted a new award to be known as the Legacy Award. He explained the department's desire to recognize officers that had served more than 25 years with the department. He presented the first ever Legacy Award to Sgt. Phil Livingston. He provided an overview of Sgt. Livingston's service with the department.

Sgt. Livingston introduced his son, Weston; his wife, Gerry; and his daughter, Lauren, who is a special agent with the Tennessee Bureau of Investigation.

3.2 Fire Department: Lifesaving Crews

Moved to a future date.

3.3 Update from Mike Goman

Mike Goman, Goman Property Advisors, provided his monthly update and noted the distribution of their detailed information package. He explained the goal of that information package is to promote direct contact with developers who have the proven experience and financial capability to invest capital and have current development capacity. He explained their process of targeting approximately 30-40 developers that meet the criteria for projects Eustis is

interested in accomplishing. He reviewed the type of information included in the information packets including conceptual proformas for the project. He explained that the conceptual proformas are developed based on projects similar to ones each of those developers have previously accomplished.

Mr. Goman reported they have begun the direct outreach to companies on their list. He commented on their attendance at a recent retail development conference. He indicated that, going forward, the intent is for them to continue to drill down and follow up on those contacts. He indicated they will provide an update every month.

4. Appointments

4.1 Appointment Confirmation for Police Officers' Pension and Retirement System Board of Trustees

Mr. Carrino explained what is before them is the confirmation of the appointment of Gary Winheim to the fifth seat on the Police Officers Pension Board of Trustees. He explained this is strictly a ministerial duty.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to approve the appointment of Gary Winheim to the Police Pension Board. The motion passed on the following vote:

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

5. Audience to be Heard

Daniel DiVenanzo commented on the need for parking to be addressed prior to development. He cited the number of restaurants, businesses and apartments in the downtown without their own designated parking. He cited previous discussion regarding constructing another parking garage.

6. Consent Agenda

6.1 Resolution Number 25-68: Memorandum of Agreement with Florida Department of Corrections – Cooperative Law Enforcement with EPD

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

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

7. Ordinances, Public Hearings, & Quasi Judicial Hearings

7.1 Resolution Number 25-55: 2025-SP-06 Huddle Commercial Tract Site Plan with Waiver for Drive-Through for Alternate Key Numbers 2612533, 2612517, and 2612525

Sasha Garcia, City Attorney, read Resolution Number 25-55 by title: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary site plan approval with waivers for an 8,793 square foot commercial building with restaurant with drive through on approximately 1.55 acres located on the east side of SR 44, just over 700 feet south of Eustis Airport Rd. part of property identified by Alternate Key Numbers 2612533, 2612517 and 2612525.

Jeff Richardson, Development Services Deputy Director, reviewed the proposed site plan and affiliated waiver request for a drive-through lane on the primary street side of the building. He

explained the waiver would be to Section 115-6.1.3 of the Land Development Regulation reviewed the landscape plan and presented elevations of the site showing the placement of the drive-thru, the drive-thru porte-cochere, emergency vehicle ingress/egress and hedge row to block the view of the drive-thru. He reviewed the traffic flow and regulation of the emergency vehicle access.

Vice Mayor Ashcraft asked how it differs from other drive-throughs recently approved with Mr. Richardson responding it isn't tremendously different but Dutch Bros. does have theirs at the back of the building. He indicated the request is usually when it is on a corner lot.

Discussion was held regarding whether the regulation pertains to the drive-thru window or the queue line with Mr. Richardson explaining they apply it to the drive-thru window.

Commissioner Asbate asked about the routing of the vehicles and positioning of the window with Mr. Richardson explaining the placement and routing. He noted the applicant is available for questions.

Mayor Hawkins asked if there was a plan for a drive-thru on the original site plan with Mr. Richardson indicating it was included as part of the original submittal.

Mr. Richardson confirmed the required notices and advertisements were completed.

The Commission asked if any comments were received with Mr. Richardson responding they received three phone calls that day from neighbors asking about the process for notifications.

Attorney Garcia opened the public hearing at 6:43 p.m.

The following individuals spoke in opposition to the development: 1) Mark Bobick, Eustis resident; 2) George King, Eustis resident; 3) Brian Rothschild, Eustis resident; 4) Ellen Langille; 5) Gina Hanson, Eustis resident; and 6) Jim Norman, Eustis resident.

Daniel DiVenanzo noted that, if the drive-thru was in the back, the project would not be coming before the Commission. He stated the project cannot be denied on its merits alone only the re-routing of the drive-thru.

Attorney Garcia asked if the applicant wanted to speak and they declined. There being no further public comment, the hearing was closed at 6:57 p.m.

The Commission asked about the previous approval with Mr. Richardson explaining the process leading up to the current request. He stated this is the first formal request of this site plan.

Commissioner Asbate expressed concern that this wasn't discussed during the previous approval with Mr. Richardson explaining that approval was for the preliminary plat which dealt with the creation of the lots and the tract, not the building of the commercial site.

Mr. Carrino stated they did not approve the commercial site plan with Mr. Richardson indicating the project was multi-component.

Commissioner Lee asked if the residents are objecting to the project or to the placement of the drive thru. It was noted that if the drive thru is located anywhere else, it does not require Commission approval.

Discussion was held regarding the process and when various things come before the Commission. It was confirmed they could reconfigure the drive thru and it would be in compliance and would not be brought back to the Commission.

Motion made by Vice Mayor Ashcraft, Seconded by Commissioner Asbate, to approve Resolution Number 25-55. The motion passed on the following vote:

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

Voting Nay: Mayor Hawkins

RECESS: 7:05 p.m. RECONVENE: 7:08 p.m.

7.2 Resolution Number 25-59: Tentative millage rate for the fiscal year 2025/26.

Attorney Garcia read Resolution Number 25-59 by title only: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, adopting the tentative millage levy of ad valorem taxes for the City of Eustis, Lake County, for the Fiscal Year 2025/26, providing for an effective date.

Attorney Garcia read a prepared statement in accord with Section 200.065 FSS: The taxing authority is the City of Eustis. The rolled-back rate, the rate that would generate the same ad valorem tax revenue as last year excluding new construction, is 7.0709 mils. The proposed millage rate to be levied for the upcoming tax year is 7.5810 mils. This proposed rate exceeds the rolled-back rate by 7.21%; thereby representing a tax increase under Florida law. This announcement is in accordance with the Florida Truth in Millage (TRIM) requirement and must be made prior to the adoption of a millage resolution. At this time, the Commission may proceed with consideration of the resolution adopting the millage rate.

Lori Carr, Finance Director, explained the budget process that began in February for staff. She explained the last remaining steps is approval of the tentative millage, the advertising, the adoption of the millage, certification to the Property Appraiser and adoption of the budget. She provided some highlights of the proposed budget including a 5.5% increase in health insurance, a 5% COLA increase for all employees, and a \$1,000 flat increase if hired before October 1st in order to reduce compression. She reviewed some revenue estimates from the State of Florida including \$1.2 million from municipal revenue sharing, \$1.6 million from the half cent sales tax, \$2.7 million for local discretionary sales tax and \$644,000 for communications tax. She stated that general liability and worker's comp expense increased by 10% for \$161,000. She noted a decrease in the Fire Pension Fund rate of 3.5% for a total increase of \$97,000. The Police Pension rate remained flat at \$216,000.

Ms. Carr provided an overview of all of the funds and indicated there would be a projected decrease in Fund Balance due to some of the capital projects being funded from Fund Balance. She stated that most of the other funds are increasing. She commented on the decrease in the Transportation Fund. She stated the Enterprise Fund is doing well so there is not a problem with the Fund Balance decreasing. She explained that expenses are exceeding revenues with the shortfall being covered in the General Fund from Reserves. She stated they are proposing a millage rate of 7.5810 for the 12th year. She indicated the proposed budget is based on that millage rate. She noted that the City budgets the ad valorem revenue at only 95% due to delinquencies. She explained the impact on a \$200,000 home versus the rolled-back rate.

Ms. Carr then explained the functional millage rate to provide a more equitable comparison between Eustis and the other cities. She noted that the other cities have a fire assessment fee, which the City does not have. She indicated that the City has the second lowest functional millage rate.

The Commission stated that the City is doing more with less.

Attorney Garcia opened the public hearing at 7:17 p.m.

Daniel DiVenanzo commented on the increase in property values and yet the City is asking for more in taxes.

There being no further public comment, the hearing was closed at 7:18 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Lee, to approve Resolution Number 25-59. Due to the need for a super majority vote, the motion failed on the following vote:

Voting Yea: Commissioner Holland, Commissioner Lee, Mayor Hawkins

Voting Nay: Commissioner Asbate, Vice Mayor Ashcraft

Discussion was held regarding the need for a super majority to enact the proposed millage rate with Mr. Carrino stating that the millage rate needs to be set that night.

MOTION: Vice Mayor Ashcraft moved to adopt the rolled-back rate, Seconded by Commissioner Asbate.

Mr. Carrino stated that the full roll-back rate is in the 7.07 range and would require \$900,000 in cuts to the draft budget that night. He explained that the adjusted roll-back rate is 7.3898 and would require a reduction of approximately \$334,000. He explained what constitutes the adjusted roll-back rate.

Discussion was held regarding implementing the full roll-back rate with the following comments: 1) Not wanting to affect either police or fire; 2) \$20 million in reserves; 3) Placeholders for projects that are not being done; 4) Starting the budget process sooner; 5) What could be cut to reach the \$900,000.

Mr. Carrino explained they have the following two options: 1) They can cut the necessary amount from the budget; or 2) They can leave the budget the same and transfer from reserves. He stated that staff has already recommended as many transfers from reserves as they feel comfortable for capital items. He added that it is reasonable and best practice to use reserves for one-time expenses; however, it is not recommended nor best practice to use reserves for recurring operating expenses. He offered that they could also do a hybrid by making some cuts and then taking some from reserves.

Ms. Carr explained that the increase without new construction was approximately \$1.2 million. She stated that the salaries, life and health insurance, the \$1,000 and liability insurance equal \$1.205 million.

VOTE: The motion for the roll-back rate died on the following vote:

Voting Yea: Commissioner Asbate, Vice Mayor Ashcraft

Voting Nay: Commissioner Holland, Commissioner Lee, Mayor Hawkins

Ms. Carr stated that the adjusted roll-back of 7.3898 would require a reduction of \$333,000. She indicated that would require a three vote.

Commissioner Holland confirmed they could take that out of reserves to cover the reduction.

Discussion was held regarding whether or not the adjusted roll-back would require a 3 or 4 vote with Mr. Carrino indicating that the 7.3898 is the highest rate that could pass by a simple majority and would require a budget reduction of \$335,000 to \$340,000.

MOTION: Vice Mayor Ashcraft moved to set the millage rate at 7.15. Commissioner Asb seconded.

Attorney Garcia clarified a millage of up to 7.3898 only requires a simple majority. She explained that the adjusted roll-back is adjusted by the State of Florida for inflation. Anything from 7.3899 up to 8.1232 requires a super majority of 4. Anything over 8.1232 requires a unanimous decision.

Commissioner Holland stated a millage of 7.15 would still require a reduction of \$740,000.

VOTE: The motion for a millage of 7.15 was denied on the following vote:

Voting Yea: Commissioner Asbate, Vice Mayor Ashcraft

Voting Nay: Commissioner Holland, Commissioner Lee, Mayor Hawkins

Commissioner Holland moved to set the millage at 7.3898, Seconded by Commissioner Lee.

The Commission confirmed that would require a reduction of \$333,000 and that there were funds in reserve that could cover it and would require a simple majority vote.

Mr. Carrino provided a list of potential cuts that could be implemented to cover the reduction which totaled \$521,000. He indicated they would not have to cut all of them to get to \$334,000.

The Commission discussed not eliminating anything that deals with public safety.

Commissioner Asbate stated the pricing for the Community Center roof is too high. He commented that he has gotten estimates in the range of \$60,000 to \$70,000. He noted there is some additional work to be done which might bring the cost to \$80,000. He stated the \$350,000 in the budget for the roof is too high.

Vice Mayor Ashcraft expressed concern that the proposed cuts to police and fire were suggested to elicit an emotional response from the public.

Commissioner Asbate asked for them to have additional discussion regarding the budget noting that his first suggested cut would be the \$350,000 for the community building roof.

Mayor Hawkins asked when it has to be done with Attorney Garcia stating the millage rate has to be set that night.

Ms. Carr stated they cannot pass the budget until they have direction as to whether they are reducing expenditures or transferring from reserves. She explained the advertising that has to be done in order to meet the TRIM requirements. At a request from the Commission, she confirmed she has been in government finance for 25 years. She emphasized the ad would have to be changed based on the changes. She confirmed that they have to advertise the budget, and they would be running up against the deadline.

Mari Leisen, Deputy Finance Director, stated that the advertisement must run within 3 to 5 days prior to the next hearing with the final hearing to be on September 18th. She emphasized that they have to vote that night on both the millage rate and a balanced budget based on the TRIM process set out by the State.

Commissioner Lee asked what the balance to be cut would be if they eliminated from the list any of the public safety positions.

Mr. Carrino responded that if they remove all of the new positions, the total on the list only equals about \$59,800. He explained that eliminating the community building roof would not

affect the balance needed as it is already being funded out of the reserves. He explained they have already funded the reasonable one-time projects out of reserves.

Commissioner Asbate expressed opposition to working off the proposed list as there are other things in the budget that need to be cut.

Attorney Garcia suggested they complete the motion on the millage and postpone the budget resolution for a little while to allow staff time to provide additional budget information, so they can proceed with other business.

Mr. Carrino stated that staff has already pulled together this list and they have an expanded list of possible cuts. He asked Miranda Burrowes to print out copies of those additional cuts.

VOTE: The motion to approve a millage of 7.3898 passed on the following vote:

Voting Yea: Commissioner Holland, Commissioner Lee, Mayor Hawkins

Voting Nay: Commissioner Asbate, Vice Mayor Ashcraft

The millage rate of 7.3898 was approved at 7:47 p.m.

Ms. Carr stated that, if the Commission gave direction regarding whether they want to balance the budget from reserves or by reducing expenditures, they could proceed with the budget that night.

CONSENSUS: It was a consensus of the Commission to postpone consideration of Resolution Number 25-60 until the end of the meeting and at that time they would consider the longer list of proposed budget cuts.

7.3 Resolution Number 25-69: Consideration for Reduction of Fine for 926 N. Bay Street

Attorney Garcia read Resolution Number 25-69 by title only: A Resolution of the City Commission of the City of Eustis, Florida, providing for Commission determination of a code enforcement lien on property located at 926 North Bay Street; authorizing implementing actions; and providing for an effective date.

Eric Martin, Code Enforcement Supervisor, explained the request to reduce a code enforcement fine from the current amount of \$55,250 to \$20,000. He provided a history of the code violations on the property and stated staff's recommendation for approval of the requested reduction. He explained it took the property owner four years to bring the property into compliance. He noted that the applicant was present but had an emergency and had to leave. He stated that the Code Board approved the proposed reduction of the fine to \$20,000.

Attorney Garcia opened the public hearing at 7:51 p.m.

The Commission asked how the \$20,000 figure was reached with Mr. Martin explaining that is the figure proposed by the applicant. He explained the process for that application.

There being no further public comment, the hearing was closed at 7:52 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to approve Resolution Number 25-69 with the fine as recommended by the Code Board. The motion passed on the following vote:

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

Voting Nay: Commissioner Lee

Attorney Garcia explained that the same individual owns both 67 Glover Street and 600 Ellsy Street. She stated that the Code Board Chairman was present to address the Commission about the lien and noted that there would be only one presentation on both requests.

RECESS: 7:53 p.m. RECONVENE: 7:56 p.m.

Mayor Hawkins noted that they were approaching the two hour limit and confirmed the Commission wanted to continue the meeting.

Attorney Garcia read Resolution Number 25-70 by title: A Resolution of the City Commission of the City of Eustis, Florida, providing for Commission determination of a code enforcement lien on property located at 67 Glover Street; authorizing implementing actions; and providing for an effective date.

Mr. Martin reviewed Resolution 25-70 for 67 Glover Street reducing code enforcement liens from a total of \$61,750 to \$26,000. He provided a history of two code violations on the subject property and how the fines had accrued. On June 9th, the Code Enforcement Board reviewed two fine reduction applications from Harold Kelly from \$29,000 to \$10,000 and the other case from \$32,750 to \$16,000 for a total of \$26,000. He submitted a letter to the Board in August requesting that the fines be reduced to administrative fees only which total \$4,400. He stated staff's recommendation for approval of the Code Enforcement Board's order for a total fine of \$26,000.

Mr. Martin then reviewed Resolution Number 25-71 approving a Code Enforcement Board order reducing two unpaid liens totaling \$50,200 to \$19,125 and releases the liens on 600 Ellsy Street, a vacant lot. He explained the other options open to the Commission. He reviewed a history of the code enforcement violations. He stated the Board approved the reduction of the first lien to \$16,625 and approved a reduction of the second lien to \$2,500. He added that Mr. Kelly had also asked at the August meeting that those fines also be reduced to administrative costs which is \$2,400. He stated staff's recommendation to approve the Code Enforcement Board's order to reduce the fine to \$19,125 for the combined fines.

Attorney Garcia opened the public hearing for both Resolution Numbers 25-70 and 25-71 at 8:05 p.m. There being no public comment, the hearing was closed at 8:05 p.m.

Alan Paczkowski, Code Enforcement Board (CEB) Chairman, provided a history of the violations, inspections, case logs, notices issued, complaints, extensions, and CEB hearings for the cases. He noted previous compliance issues with the applicant and past unanimous rulings of the CEB. He highlighted the applicant's request on 8/11/2025 to reduce the fines to administrative fees only. He indicated the applicant was permitted to present his request. Mr. Paczkowski noted that Mr. Kelly indicated he had spoken with several Commissioners who encouraged him to apply to have the fines further reduced to administrative costs. The Board voted to deny his request to reconsider the matter. He encouraged the Commission to approve the fines as approved by the CEB.

Harold Kelly, property owner, thanked the Commission for the opportunity to speak and stated he is taking full responsibility for the fines and liens. He commented on his service to the community and explained his request to ask for only administrative fees.

Mayor Hawkins asked if Mr. Kelly spoke with any Commissioners.

Mr. Kelly confirmed that he did speak with one Commissioner. He commented that he did not realize he could ask for a reduction to administrative costs only.

Mayor Hawkins asked Mr. Kelly if he had observed other applicants asking for a reduction in administrative costs and he responded affirmatively.

Mr. Kelly commented on discussions with Mr. Martin regarding the option to reduce to administrative fines with Mr. Martin indicating the Board was not typically agreeing to such a reduction.

Vice Mayor Ashcraft cited the numerous notices sent and asked Mr. Kelly why it took so long to get the property brought into compliance.

Mr. Kelly explained his intent to build on the property and difficulty in getting permits.

The Commission asked how the notices are sent with Mr. Martin explaining the notices are sent via certified mail. He explained there were issues with getting a good address and having notices returned. He confirmed he made personal contact with Mr. Kelly in 2020. He explained the process and how Mr. Kelly withdrew a number of permit applications for demolition. He explained the difficulty with the property and stated it took a number of notices before the demolition occurred, and the debris was removed.

The Commission expressed concern regarding how long it took to come into compliance with Mr. Kelly explaining his actions.

Commissioner Holland called for the question. He commented on his and other Commissioners' service on the Code Enforcement Board and expressed confidence in their decision.

The Commission further discussed the situation and the amount of time it took to get the property cleared.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to approve Resolution Number 25-70 with the fine as approved by the Code Enforcement Board. The motion passed on the following vote:

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

Voting Nay: Vice Mayor Ashcraft

7.5 Resolution Number 25-71: Consideration for Reduction of Fine for 600 Ellsy Street

Attorney Garcia read Resolution Number 25-71 by title only: A Resolution of the City Commission of the City of Eustis, Florida, providing for Commission determination of a code enforcement lien on property located at 600 Ellsy Street; authorizing implementing actions; and providing for an effective date.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft to approve Resolution Number 25-71 and the fine as recommended by the Code Enforcement Board. The motion passed on the following vote:

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

Voting Nay: Vice Mayor Ashcraft

7.6 SECOND READING

Ordinance 25-09: Proposed LDR Amendments for Changes in the Use Regulations Table, adding Master Planning requirements for properties over 300 acres in all Design Districts and

Attorney Garcia read Ordinance Number 25-09 by title on second and final reading: 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 Section 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 subdivision, 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.

Attorney Garcia explained the changes to the ordinance based on recent legislation passed by the Florida Legislature under Senate Bill 180. She explained the requirements of the senate bill and indicated that the effective date of the ordinance was changed so that it would not become effective until one of the following triggering events occurs: 1) The Legislature changes the content of the law; 2) The statute gets repealed; or 3) The statute sunsets. She stated that the City's sunset date would be October 2027. She indicated they also added a whereas clause that recognizes the limitations and indicates it does not become effective until one of the triggering events occurs. She provided an update on the possible class action suit stating she heard they have enough municipalities that have signed on in order to challenge the senate bill. She announced that the City received a letter from John Keating which she submitted for the record and indicated Mr. Keating expresses concern regarding vested property rights. She reviewed her proposed response to Mr. Keating.

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

Motion made by Vice Mayor Ashcraft, Seconded by Commissioner Asbate, to adopt Ordinance Number 25-09 on final reading. The motion passed on the following vote:

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

7.7 Explanation of Ordinance Numbers 25-20, 25-21, 25-22, 25-23, 25-24, and 25-25

SECOND READING

Ordinance Number 25-20: Voluntary Annexation of Parcel with Alternate Key Number 1040141

Attorney Garcia read Ordinance Number 25-20 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida; voluntarily annexing approximately 10 acres of real property at Lake County Property Appraiser's Alternate Key Number 1040141, located on the east side of the intersection of County Road 44 and County Road 44A.

Attorney Garcia reviewed the information provided by Lake County concerning the existing County PUD on the site. She stated the PUD is still valid and reviewed some of the uses allowed under the PUD. She confirmed that, if annexed, the City's future land use and design district would replace the County PUD.

Attorney Garcia opened the public hearing at 8:43 p.m.

The following individuals expressed opposition to the proposed development: 1) Peter Dempsey, City resident; 2) Donald Doyle, Lake County resident; and 3) Trena Marquez, Lake County resident.

Daniel DiVenanzo, Lake County resident, commented on the number of residences planned for the area. He expressed support for the planned project. He emphasized that the developer actually lives there.

Travis Sawchuk, owner and applicant, responded that if he stated Spring Ridge dumped on his property, he misspoke. He stated they have enjoyed the fence for 15 years, whether it is theirs or not. He commented on his intent to leave the trees and emphasized his intent to put in 185 feet of setback from Spring Ridge, a 7 foot fence, and plant 7 foot junipers. He stated he has never said he would put in a gas station. He cited the drawing which shows five buildings, not a strip center. He commented on a letter sent to the Commission which he found offensive. He emphasized there is nothing deceptive about his plan, stated there would not be a big change from the drawing and cited the \$1.1 million he spent on his residence. He noted the proposed facade. He indicated that he spoke with the County Attorney who indicated they could amend the PUD. He noted that the property is sited on two sides of a major signalized intersection. He stated that the County has opined that the County Commission would consider a commercial overlay for that intersection. He added that the PUD would be inactive if the property is annexed into the City. He cited the three entrances he has to his property and commented on how his proposed buffers would reduce the noise and lighting issues. He added that his property is almost completely surrounded by the City, and the City has utilities on his property. He stated he would rather develop with the City. He stated that the County has indicated that the property is best suited for commercial and, if he brings it forward to the County Commission, they have the ability to dissolve the PUD and allow a commercial overlay. He noted that the City has already approved Mr. Keating's property for multi-use and commercial and the Getford family is making an application for multi-family. He stated his plaza would serve a purpose for the new people that are coming and would make traffic flow easier due to his three entrances. He cited FSS Chapters 163-2511 and 163-3253 allow for developer's agreements and noted the City has utilized those in the past. He indicated he has offered to enter into a developer's agreement and remove from the table those uses that are objectionable.

Attorney Garcia acknowledged that the PUD is valid and effective, and it could be amended or he could apply to the County for rezoning. She explained how developer's agreements are usually utilized for large projects. She explained that when his property is annexed, it immediately has certain rights based on the City's regulations. She further explained that under state statute doing a developer's agreement could be considered "contract zoning" which is prohibited. She stated that the problem is that a future owner could object to the restrictions. She further explained everything the Commission has to evaluate when considering annexation of property and how it could result in a lawsuit.

Vice Mayor Ashcraft asked if a PUD could be done for General Commercial with Mike Lane, Development Services Director, confirming.

Attorney Garcia emphasized that it could not be a condition of annexation but could be done after annexation.

Mr. Sawchuk reiterated that he is surrounded by the City, they have multiple commercial developments going down 44A, they have multiple residential going down the side of Clear Lake, and they are already dealing with Mr. Keating. He stated he is giving them the most environmentally friendly commercial improvement. He cited other areas that have developed and the increase to their property values. He emphasized the benefit of his development to the other properties.

There being no further public comment, the hearing was closed at 9:13 p.m.

Attorney Garcia emphasized to the Commission that their decision must be based on competent evidence for land planning consideration.

The Commission discussed the future growth in the area, Mr. Sawchuk's presentation, the lack of knowing what the future holds, what the residents would like to see in the area, the City being able to control what goes on the corner by annexing it, and the County approving what Mr. Sawchuk wants while forcing the City to provide the utilities.

Attorney Garcia emphasized the dissatisfaction of the neighbors cannot be a basis for denial. She stated the decision must be based on the evidence pertaining to statutory requirements for annexation, the compatibility with the neighborhood, traffic and the parameters included in the City's code.

Mr. Lane explained the property is in an enclave and three of the four corners are in the City. He stated to the west on the south side is General Commercial, to the south is Suburban Residential. He indicated the Keating property to the west is General Commercial, on the north side is Suburban Residential. The house at the red light is MCR. Below the GC is MCR with 12 units per acre. He stated the AADT (Average Annual Daily Trips) for the intersection to the east is 4200 trips, to the west the AADT is 15,400 per day right now. Along that roadway, north and south, is also 4200 trips per day. He emphasized that this is an enclave, and General Commercial is already on that intersection on the south side.

Commissioner Lee commented positively on the drawings provided. She added they cannot turn it down due to public dissent.

Mayor Hawkins commented on the difficulty with the unknown with Commissioner Lee noting they always have the unknown.

Vice Mayor Ashcraft noted that annexation is strictly at the discretion of the Commission.

Motion made by Commissioner Lee, Seconded by Commissioner Holland, to adopt Ordinance 25-20 on final reading. The motion failed on the following vote:

Voting Yea: Commissioner Lee, Mayor Hawkins

Voting Nay: Commissioner Asbate, Vice Mayor Ashcraft, Commissioner Holland

7.8 SECOND READING

Ordinance Number 25-21: Future Land Use Map Assignment for recently annexed parcels
Alternate Key Number 1040141

This item was not heard due to failure of passage of Ordinance Number 25-20.

7.9 SECOND READING

Ordinance Number 25-22: Design District Assignment for recently annexed parcels Alternate Key Number 1040141

This item was not heard due to failure of passage of Ordinance Number 25-20.

7.10 Ordinance Numbers 25-23, 25-24, and 25-25 for Parcels with Alternate Key Number 3959037

SECOND READING

Ordinance Number 25-23: Voluntary Annexation of Parcel with Alternate Key Number 3959037

This item was withdrawn by the applicant.

7.11 SECOND READING

Ordinance Number 25-24: Future Land Use Map Assignment for Annexation of Parcel with Alternate Key Number 3959037

This item was withdrawn by the applicant.

7.12 SECOND READING

Ordinance Number 25-25: Design District Assignment for Annexation of Parcel with Alternate Key Number 3959037

This item was withdrawn by the applicant.

7.13 SECOND READING

Ordinance Number 25-26: Annual update of the Five-Year Capital Improvements schedule of the Comprehensive Plan fiscal year 2026-30

Attorney Garcia read Ordinance Number 25-26 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; approving the annual update of the Five-Year Capital Improvement Schedule of the Comprehensive Plan under Florida Statutes 163.3177(3)(b); providing for conflicting ordinances, severability, and effective date.

Attorney Garcia opened the public hearing at 9:28 p.m. There being no public comment, the hearing was closed at 9:29 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to adopt Ordinance Number 25-26 on final reading. The motion passed on the following vote:

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

7.14 Explanation of Ordinances 25-03, 25-04 and 25-05 for Annexation, Future Land Use Designation and Design District of Parcels with Alternate Keys Numbers 1097070 and 1094712

FIRST READING

Ordinance Number 25-03: Annexation of Parcels with Alternate Keys Numbers 1097070 and 1094712

Attorney Garcia read Ordinance Number 25-03 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida; voluntarily annexing approximately 50.5 acres of real property at Alternate Key Numbers 1097070 and 1094712, generally located north of County Road 44 and east of State Road 19.

Mr. Lane reviewed the proposed annexation, future land use map designation and design district designation with Robert Sangster as the owner. He stated the property consists of 50.5 acres and is an enclave. He explained the future land use district will be Mixed Commercial/Industrial with two design district designations - 10.5 acres will have Suburban Corridor, and the remainder will be Rural Neighborhood. He indicated that the concrete and concrete equipment have been removed. He noted that due to the large amount of wetlands, floodplain and topography they will not be able to do much with that area. He emphasized that they cannot fill that area and they will have to get a letter of map amendment for the floodplain if they want to develop in that area. They also cannot bring in fill to the floodplain area. He explained about how the letter of map amendment would be addressed. He confirmed that the ten acres will be primarily commercial.

Further discussion was held regarding the requirement for an environmental impact analysis and what is allowed by MCI.

Attorney Garcia opened the hearing at 9:35 p.m.

Cindy Newton, Lake County resident, commented on how FEMA does map amendments for wetland areas. She provided an update on the code enforcement issues on the properties. She noted she is not in opposition or support.

There being no further public comment, the hearing was closed at 9:36 p.m.

The Commission asked the current density with Mr. Lane responding that the property is currently Urban Low in Lake County and allows up to 4 units per acre. He stated they would not be able to utilize the wetlands as part of that.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to approve Ordinance Number 25-03 on first reading. The motion passed on the following vote:

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

Voting Nay: Commissioner Asbate

7.15 FIRST READING

Ordinance Number 25-04: Changing the Future Land Use Designation of Recently Annexed Real Property for Parcels with Alternate Keys 1097070 and 1094712

Attorney Garcia read Ordinance Number 25-04 by title on first reading: 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 50.5 acres of recently annexed real property at Alternate Key Numbers 1097070 and 1094712, 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.

Attorney Garcia opened the public hearing at 9:39 p.m. There being no public comment, the hearing was closed at 9:39 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to approve Ordinance Number 25-04 on first reading. The motion passed on the following vote:

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

Voting Nay: Commissioner Asbate

7.16 FIRST READING

Ordinance Number 25-05: Assigning the Rural Neighborhood Design District Designation to Recently Annexed Real Property for Parcels with Alternate Keys 1097070 and 1094712

Attorney Garcia read Ordinance Number 25-05 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Rural Neighborhood design district designation to approximately 40 acres of recently annexed real property at Alternate Key Number 1097070 and assigning the Suburban Corridor design district designation to approximately 10.5 acres of recently annexed real property at Alternate Key 1094712, north of County Road 44 and east of State Road 19.

Attorney Garcia opened the public hearing at 9:40 p.m. There being no public comment, the hearing was closed at 9:40 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to approve Ordinance Number 25-05 on first reading. The motion passed on the following vote:

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

Voting Nay: Commissioner Asbate

7.17 Resolution Number 25-60: Adopting a Tentative Budget for the Fiscal Year 2025/26

Attorney Garcia read Resolution Number 25-60 by title only: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, adopting the tentative budget for the fiscal year 2025/26, providing for an effective date.

Mayor Hawkins noted that Mr. Carrino had distributed the longer list with Vice Mayor Ashcraft suggesting that it would be better to balance the budget with reserves rather than pick and choose from the recommended list.

Mayor Hawkins asked how the list was developed with Mr. Carrino responding that the initial list was recommended by the department heads and the larger list was expanded by himself and Miranda Burrowes. He agreed that the least painful thing to do would be to take it from reserves; however, it would have been irresponsible of him to recommend that. He stated doing that would not impact programs.

The Commission asked what the Risk Coordinator would do with Mr. Carrino explaining the position would coordinate with the City's liability company and assess various conditions that may present a liability to the City. Their purpose would be to limit the City's risk and lawsuits and keep them protected.

Mayor Hawkins asked the number of risk-related lawsuits in the past year with Mr. Carrino indicating that those go to PRM, so he did not have a number at that time.

Mayor Hawkins confirmed with Ms. Carr that it is not best practice to take from reserves.

The Commission asked what is Professional Inventory Services with Mr. Carrino responding that is for the Clifford House. It would entail having a professional company inventory what is in the Clifford House.

The Commission asked if the Risk Coordinator is something that is needed right away with Carr commenting on the number of claims the City is receiving. She expressed concern about the City paying claims they shouldn't.

Mr. Carrino noted that right now the City's risk is limited by sovereign immunity; however, the State has been discussing increasing those caps which makes the lawsuit more troublesome.

Attorney Garcia commented that she has seen an increase in claims in general in the last 12 to 18 months.

Commissioner Lee commented on the money spent on promotional items and most departments seem to have that budgeted.

Further discussion was held regarding taking from reserves versus cutting the budget with Mr. Carrino stating that staff spent a lot of time with the departments and the items on the list were those that were the most reasonable to reduce.

Commissioner Asbate commented on how taxes are hurting residents.

Mayor Hawkins commented on the budget discussions and cited staff already issuing possible dates for next year's workshops. He noted the lack of suggestions during those workshops for reductions.

Attorney Garcia opened the public hearing at 9:52 p.m. There being no public comment, the hearing was closed at 9:52 p.m.

The Commission asked how much the reserves are with Ms. Carr responding they are anticipating ending the fiscal year at \$19.1 million and, if they go to the roll-back rate, next year would be \$17.8.

Attorney Garcia announced that there would be a change in the percentage over roll-back at the next hearing.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to adopt the budget using the millage rate of 7.3898, using reserve money to balance the budget and then doing budget amendments during the fiscal year to cover those reserves. The motion passed on the following vote:

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

8. Other Business

8.1 Discussion for an Economic and Cultural Advisory Committee

Mayor Hawkins invited staff members to go ahead and leave.

Vice Mayor Ashcraft commented that he is proposing the establishment of an advisory committee for economic and cultural development. He distributed an overview of what the committee's purpose would be and its roles and responsibilities. He cited a number of cultural outreach endeavors that are underway.

Vice Mayor Ashcraft provided a report on his and Christine Cruz's trip to Miami for the meeting at the Japanese Consulate. He noted that the Consul will be in Eustis in March at the Japanese cultural event.

CONSENSUS: It was a consensus to place discussion on the next agenda.

9. Future Agenda Items and Comments

9.1 City Commission

Vice Mayor Ashcraft announced he joined the City softball team, and their first game will be at Carver Park on September 16th. He commented on the tension during the evening but, in the end, they got the job done.

9.2 City Manager

Mr. Carrino noted that the Commissioners had received a draft form for the City Attorney evaluation. He asked them to review the form and provide comments on the form and process to be used. He then announced that the Eustis Police Department recently went through their re-accreditation. He also recognized the Events and Communication Department and announced they brought home eight Sunsational Awards from FFEA and received more #1 awards. He announced that the new director would start work on Monday.

9.3 City Attorney: None

9.4 Mayor: None

10. Adjournment: 10:04 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

WILLIE L. HAWKINS
Mayor/Commissioner



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: September 18, 2025

RE: St. Luke's Medical and Dental Center in Eustis, FL

Introduction:

Presentation by a representative from St. Luke's Medical and Dental Center in Eustis, FL.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: September 18, 2025

RE: Eustis Community Alliance

Introduction:

Eustis Community Alliance representatives, Kelly Hadley and Pandora Jackson, will provide updates on behalf of the organization.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: September 18, 2025

RE: Resolution Number 25-73: Approval of IAFF Fire Lieutenant Unit 10/1/2024 – 9/30/2027 Contract

Introduction:

Resolution Number 25-73 approves an agreement between the City of Eustis and the International Association of Firefighters (IAFF) Local 4731 Fire Lieutenant Unit, modifying Article 6 - Hours of Work and Overtime, Article 12 - Wages, Article 14 - Annual Leave Accrual, Article 15 - Holidays, Article 20 – Pension, and Article 23 - Entire Agreement/Duration of the Collective Bargaining Agreement.

Background:

The Collective Bargaining agreement with the IAFF Fire Lieutenant Unit expired on September 30, 2024. The City received a request from the IAFF Fire Lieutenant Unit to enter into negotiations.

On July 22, 2025, the City's negotiating team, consisting of Tom Carrino, City Manager, Miranda Burrowes, Assistant City Manager, Karen Crouch, Human Resources Director, and Jeffrey Mandel, attorney at law, Fisher & Phillips, LLP, met with representatives from the IAFF Fire Lieutenant Unit and entered into negotiations.

After a series of collaborative meetings, the teams reached a tentative agreement modifying Article 6 - Hours of Work and Overtime, Article 12 - Wages, Article 14 – Annual Leave Accrual, Article 15 - Holidays, Article 20 – Pension, and Article 23 - Entire Agreement/Duration of the Collective Bargaining Agreement as presented in Exhibit A. Resolution 25-73 authorizes the City Manager to sign said agreement. On September 9, 2025, the IAFF Fire Lieutenant Unit tentatively agreed to the agreement as presented in the resolution, and the substantive provisions are as follows:

1. Article 6, Hours of Work and Overtime – Section 2. Updated language in the first section, removing the effective date from the previous contract.

Section 4. Changed the compensation rate of Quality Assurance Officer and Field Training Officer from \$0.67 per hour worked to \$1.415 per hour worked.

Section 5. Removed this section as it was for the previous contract and is no longer needed.

2. Article 12, Wages – Section 1. Removed pay increase language from the previous contract, and added the following language: For Fiscal Year 2024-25, effective the beginning of the first full pay period of the fiscal year, and provided this Agreement is ratified by the Union membership by September 16, 2025.

Paragraph A. Employees who receive an overall rating of Meets Expectations or better on their evaluation ending July 31, 2024, shall receive a 5% pay increase and an additional \$1,000 (\$0.3628) to their base rate of pay.

Paragraph B. Bargaining unit employees who maintain a current Florida Paramedic Certification and have been approved by the Medical Director to practice as a paramedic shall receive paramedic pay of \$3.9217 per hour (\$11,420 annualized), not added to their base rate of pay for purposes of wage increases.

Paragraph C. The base rate of pay, minimum, and maximum of the bargaining unit classification shall be:

Lieutenant: \$23.0790 hr. - \$34.6964 hr.

Section 2. Removed language from previous contract regarding the change to becoming 2756-hour employees and added the following language: For Fiscal Year 2025-26, effective the beginning of the first full pay period of the fiscal year:

Paragraph A. Employees who receive an overall rating of Meets Expectations or better on their evaluation ending July 31, 2025, shall receive a 5% pay increase to their base rate of pay.

Paragraph B. Bargaining unit employees who maintain a current Florida Paramedic Certification and have been approved by the Medical Director to practice as a paramedic shall receive paramedic pay of \$4.1717 per hour (\$12,148 annualized), not added to their base rate of pay for purposes of wage increases.

Paragraph C. The base rate of pay, minimum, and maximum of the bargaining unit classification shall be:

Lieutenant: \$24.2330 hr. - \$36.4312 hr.

Section 3. Removed language from previous contract and added the following language: For Fiscal Year 2026-27, effective the beginning of the first full pay period of the fiscal year:

Paragraph A. Employees who receive an overall rating of Meets Expectations or better on their evaluation ending July 31, 2026, shall receive a 5% pay increase to their base rate of pay.

Paragraph B. Bargaining unit employees who maintain a current Florida Paramedic Certification and have been approved by the Medical Director to practice as a paramedic shall receive paramedic pay of \$4.3717 per hour (\$12,730 annualized), not added to their base rate of pay for purposes of wage increases.

Paragraph C. The base rate of pay, minimum, and maximum of the bargaining unit classification shall be:

Section 4. Removed all language from the previous contract related to a 2% increase.

Section 5. Removed all language from the previous contract related to individual paramedic pay increases and lump sums. Kept the following language: Employees receiving paramedic pay cannot voluntarily relinquish their paramedic status absent prior written approval from the Fire Chief.

Section 6. Removed all language related to the previous contract. This section lists individual hourly pay adjustments in the previous contract.

Section 7. Added the following language: Employees promoted to Fire Lieutenant will not be credited with an additional 156 hours of pay upon their promotion.

Section 8. Added the following language: Effective the beginning of the first full pay period after ratification of this Agreement by both parties, bargaining unit employees who attain Florida Live Fire Training Instructor certification shall receive an additional \$0.25 per hour not added to their base rate of pay, for purposes of wage increases.

Section 9. Added the following language: Effective the beginning of the first full pay period after ratification of this Agreement by both parties, bargaining unit employees who successfully complete a City-approved Truck Company Operations course, a City-approved Vehicle and Machinery Rescue Operations course and a City-approved Rope Rescue Operations course shall receive an additional \$0.50 per hour not added to their base rate of pay for purposes of wage increases.

3. Article 14, Annual (Vacation) Leave Accrual – Section 6. The number of hours an employee shall receive in a payout when he/she retires or resigns in good standing changed from 200 hours to 240 hours. Also, accrued leave in excess of 240 hours shall be forfeited at the time of separation from City employment.

4. Article 15, Holidays – Section 9. The number of hours of paid time off for each month remaining in the fiscal year, from the date they completed their probation until October 1st, changed from 10 to 12 hours.

5. Article 20, Pension – Section 1. The following language was added:

Paragraph D - Normal Retirement Date- Effective upon the amendment of the Firefighters' Pension and Retirement System Ordinance, the Normal Retirement Date shall be the earlier of: (a) age 55 and the completion of 10 years of Credited Service, or (b) the completion of 25 years of Credited Service, regardless of age.

Paragraph E. The parties mutually agree and consent that all frozen and excess Chapter 175 premium tax revenues received each year up to \$196,911 will be used to reduce the City's annual required contribution to the Pension Plan. Excess Chapter 175 premium tax revenues received each year in excess of \$196,911 will be split, with 50% going into the members' Share Plans and 50% going to the City to reduce its annual required contribution to the Pension Plan.

6. Article 28, Entire Agreement/Duration – Section 2. If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing no later than June 1st, 2027.

Section 4. This agreement is for a three-year period through September 30, 2027.

Budget/Staff Impact:

Budget: The approved FY 24/25 budget includes sufficient funding for the recommended increase in salaries and benefits.

Staff Impact: There will be additional work for existing administrative staff who will have to process the pay increases and track vacation and holiday PTO usage and payment, but the work should not require overtime or additional personnel.

Recommended Action:

Staff recommends approval of Resolution Number 25-73.

Prepared By:

Karen Crouch, Human Resources Director

Reviewed By:

Tom Carrino, City Manager

RESOLUTION NUMBER 25-73

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EUSTIS AND EUSTIS PROFESSIONAL FIREFIGHTERS LOCAL 4731 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS FIRE LIEUTENANT UNIT FOR THE PERIOD OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027, AS SET FORTH IN EXHIBIT "A" AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT.

WHEREAS, the City of Eustis has entered into negotiations with the Eustis Professional Firefighters Local 4731 International Association of Firefighters Fire Lieutenant Unit (B-Unit); and

WHEREAS, the B-Unit and City administration entered into negotiations and have agreed to the proposed collective bargaining agreement, for the period October 1, 2024 through September 30, 2027, as indicated in Exhibit A and

WHEREAS, the members of the B-Unit have ratified the agreement; and

WHEREAS, the City Commission has reviewed and considered the proposed agreement and accepts the proposed terms for approval.

NOW, THEREFORE, BE IT RESOLVED that the City of Eustis Commission hereby approves and authorizes the City Manager to sign the Collective Bargaining Agreement as set forth in Exhibit "A", between the City of Eustis and the Eustis Professional Firefighters Local 4731 International Association of Firefighters Fire Lieutenant Unit for the period October 1, 2024 through September 30, 2027.

DONE AND RESOLVED, this 18th day of September 2025, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 18th day of September 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-73 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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF EUSTIS

AND

THE EUSTIS PROFESSIONAL FIREFIGHTERS

LOCAL 4731

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(IAFF)

(FIRE LIEUTENANT UNIT)

FY 2024-2027

ARTICLE 1
PREAMBLE

1. This Agreement is entered into by and between the CITY OF EUSTIS, hereafter referred to as the “City” and the EUSTIS PROFESSIONAL FIREFIGHTERS, IAFF, LOCAL 4731, hereafter referred to as the “Union.”

2. This Agreement constitutes the entire agreement and understanding between the City and Union and shall not to be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both the City and Union.

ARTICLE 2 **RECOGNITION**

1. The City recognizes the Union as the exclusive bargaining agent for all City employees in the following bargaining unit:

INCLUDED: All employees in the classification of Fire Lieutenant.

EXCLUDED: All other City of Eustis employees.

Only Fire Lieutenants, hereafter referred to as the “bargaining unit employees,” shall be covered by the terms of this Agreement.

2. It is agreed and understood that Fire Lieutenants are supervisors whose primary duties may create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, Fire Lieutenants at all times while on duty, in uniform and/or while otherwise representing the City, act in the best interest of the City as determined by the City Manager and/or the Fire Chief. Accordingly, Fire Lieutenants will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities. This paragraph shall not be interpreted or applied in a manner that interferes with bargaining unit employees’ rights to engage in concerted activity protected by applicable law.

ARTICLE 3
MANAGEMENT RIGHTS

1. Provided there is no express conflict with this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the purpose and organizational structure of the Fire and Rescue Service;
- B. Exercise control and discretion over the organization and efficiency of operations of the Fire and Rescue Service;
- C. Set minimum performance standards for service to be offered to the public;
- D. Change, modify or alter the composition and size of the workforce;
- E. Determine the location, methods, means and personnel by which operations are to be conducted;
- F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks and/or responsibilities remain within the generic scope of Fire and Rescue Services;
- G. Change or modify the number, and types, and grades of positions or employees assigned to an organization, unit, division, department, or project;
- H. Schedule the employees and establish the number and length of shifts to be worked, provided such action does not expressly conflict with Article 7, Paragraph 1;
- I. Decide the scope of the service;
- J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for initial employment;
- K. Determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;
- L. Lay off and/or relieve employees from duty in accordance with City policies, provided such action does not expressly conflict with Article 12;
- M. Recall employees in accordance with City policies, provided such action does not expressly conflict with Article 12;
- N. Determine the allocation and content of job classifications; and determine all training

parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;

- O. Formulate and/or amend job descriptions consistent with this Agreement;
- P. Formulate, modify, amend and implement such rules and regulations as the City and/or the department deem necessary to operate the department efficiently, provided such action does not expressly conflict with the provisions of this Agreement;
- Q. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever the sole discretion of the City's good business judgment makes such curtailment or discontinuance advisable;
- R. Contract and/or subcontract any existing or future work;
- S. Create, expand, reduce, alter, combine, assign, or cease any job;
- T. Determine whether and to what extent the work required in its operation shall be performed by employees covered under this Agreement;
- U. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- V. Determine the maintenance procedures, materials, facilities, and equipment to be used and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- W. Take whatever action may be necessary to carry out the mission and responsibility of the City in emergency situations;
- X. Maintain the efficiency of the operations of the Department;
- Y. Exercise such additional management rights and prerogatives as may subsequently be determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

3. Should the Union desire to assert the right, if any, to engage in impact bargaining over the City's exercise of a management right, the Union will provide the City with written notice of its desire, prior to the effective date of the City's action, and shall identify with specificity any and all negotiable impacts. A request to impact bargain will not delay the implementation of the

City's action; however, the implementation of the City's action shall not act as a bar to impact bargaining to the extent such is required by applicable law.

ARTICLE 4
SEVERABILITY

1. If any provision of this Agreement is rendered or declared invalid by any court of the Florida Public Employees Relations Commission action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 5
RULES AND REGULATIONS

1. Except as modified by a specific provision of this Agreement, the employees covered hereunder shall comply with all applicable rules, regulations, policies, procedures, orders, and practices of the City and the Fire Department.

2. If the City or the Fire Department amends, creates, or deletes existing rules, regulations, policies, procedures, orders, or practices, written notice shall be provided to the Union at least 30 days in advance, except in instances which could affect life and/or safety, in which case advance notice will be provided as soon as possible. To the extent required by law, the parties will impact bargain.

ARTICLE 6
HOURS OF WORK AND OVERTIME

1. Bargaining unit employees shall be assigned to twenty-four (24) hour shifts, which will consist of 24 hours on-duty and 48 hours off-duty, with three (3) shifts (A, B and C) on a rotating cycle. In emergency situations, the Fire Chief may adjust work shifts, as needed, on a temporary basis.

2. Overtime for bargaining unit employees shall be calculated based on a fourteen (14) day cycle as provided in Section 7(k) of the Fair Labor Standards Act. Overtime shall be paid to Bargaining unit employees at the rate of time and one-half for all hours in excess of 106 (one hundred and six) hours actually worked in a fourteen (14) day cycle.

3. Employees called back to work during their scheduled off-duty time shall be paid at a rate of time and one-half for hours worked or double time for hours worked on the calendar date of an official City holiday.

4. Bargaining Unit Members awarded the duties and responsibilities of either a Quality Assurance Officer or Field Training Officer are to be compensated at the rate of \$1.415 per hour worked. This amount is not included in the base rate of pay and is not subject to any pay adjustment during the current three-year contract period. These individuals shall fulfill and complete the tasks as defined within Eustis Fire Department Standard Operating Procedure #520: Quality Assurance Officer and Field Training Officer. Individuals assigned these duties shall be responsible for maintaining their credentials and meeting the requirements. They are to notify the Department of any lapses in such certification. An individual whose certification lapses shall discontinue receiving the incentive pay, unless arrangements or issues have been made or addressed ahead of time.

5. Utilization of overtime, assignment of overtime, and selection of personnel to work overtime shall be at the discretion of management in a fair and equitable manner.

ARTICLE 7
BULLETIN BOARDS

1. The Union shall utilize the existing union bulletin boards to post only the following:
 - A. Notice of Bargaining Unit meetings;
 - B. Notice of Bargaining Unit elections and results;
 - C. Copies of the Bargaining Unit's constitution and by-laws and amendments thereto;
 - D. Notice of Bargaining Unit recreational and social affairs;
 - E. Notice of dues increases;
 - F. Copies of the Agreement;
 - G. Names of Bargaining Unit officials (and changes thereto);
 - H. Minutes of Bargaining Unit meetings.

2. A copy of all material posted on the bulletin board shall be submitted to the Fire Chief, or his designee, for review simultaneous with posting. Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City, the Fire Department, or any of their elected or appointed officials or employees. All materials posted on the bulletin board shall be signed and dated by a Union representative. Materials not complying with the foregoing will not be posted, and if posted, will be subject to removal by the Fire Chief or his designee. The Union agrees to monitor the posting of materials on the bulletin board and to maintain the bulletin board in a neat and orderly manner.

ARTICLE 8
DUES DEDUCTIONS

1. Any bargaining unit employee who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City may by request in writing, have membership dues deducted from his wages each pay period. Dues so deducted shall be forwarded by the City to the Union Treasurer within thirty (30) calendar days of the deduction. However, the City shall not have responsibility or liability for monies sent to the Union, nor shall the City have any responsibility or liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of any action taken or not taken by the City to comply with the provisions of this Article.

2. It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

3. Any member of the Union may, upon thirty (30) calendar days written notice to the City, require that the City cease making deductions from his or her wages.

ARTICLE 9
SENIORITY

1. Departmental Seniority, as used herein, is defined as the time accruing to bargaining unit employees through continuous fulltime service while employed by the Department.

2. Rank Seniority, as used herein, is defined as the time accruing to bargaining unit employees in a specific rank and shall start on the day of promotion to that rank.

3. Seniority shall continue to accumulate during approved absences due to illness, injury, vacation leave, FMLA, military leave and approved administrative leave.

4. Departmental and rank seniority shall be used only for the purposes specified in this Agreement.

5. In the event that two (2) or more bargaining unit employees on the same shift request the same time period off and the requests are received at the same time, the bargaining unit employee with the highest rank seniority will be given preference. When multiple bargaining unit employees on the same shift, with the same rank seniority, request the same time off, the Fire Chief or his designee will make the final decision. The Fire Chief or designee shall respond to the request for leave within a reasonable time.

6. Once a request for vacation is approved, a request by a more senior bargaining unit employee on the shift or specialty unit may not override the approval.

7. A bargaining unit employee who is laid off and recalled within 90 days, shall have their seniority date adjusted to include their previous years of service, less any corresponding loss of employment during the layoff.

ARTICLE 10
LAYOFFS

1. In the event that the City has to lay off employees in Fire Lieutenant bargaining unit, such layoffs shall be governed by the City's Personnel Rules and Regulations.
2. Bargaining unit employees shall be subject to recall in accordance with the City's Personnel Rules and Regulations.
3. Bargaining unit employees who are laid off shall receive preferential recall consideration for positions within the Fire Lieutenant bargaining unit for twelve (12) months following the effective date of the layoff.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURES

1. Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement, unless such order clearly places the employee's life in unnecessary danger.

2. A grievance is defined as a dispute regarding the interpretation or application of an express provision of this Agreement. As such, grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No grievance will or need be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step One in any grievance.

3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: An aggrieved employee or the Union shall present in writing the grievance to the Fire Chief within fourteen (14) calendar days of the occurrence of the event(s), which gave rise to the grievance (with the date of the event being day one) on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure (Attachment 2). Upon mutual agreement, the Fire Chief may extend this time period. The grievance shall be signed by the employee and shall state: (a) the date(s) of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs allegedly violated; (c) a statement of the specific facts pertaining to or giving rise to the

alleged grievance; (d) The names of all witnesses to the events pertaining to or giving rise to the alleged grievance; and (e) the specific relief requested. The Chief shall meet with the grievant (whether it be an individual employee or the Union), who may be accompanied by another person of his choosing, and within fourteen (14) calendar days after such meeting, render his decision on the grievance in writing, with copies to the grievant (if an individual employee), the Union and the Human Resources Director.

STEP TWO: Any grievance which cannot be satisfactorily settled in STEP ONE above shall then be taken up with the City Manager or his designee. The grievance, as specified in STEP ONE above, shall be filed with the City Manager within fourteen (14) calendar days after the due date of the Fire Chief's decision in STEP ONE above. The City Manager shall meet with the grievant (whether it be an individual employee or the Bargaining Unit), who may be accompanied by another person of his choosing and shall issue his decision in writing on the grievance within fourteen (14) calendar days after such meeting with copies to the grievant (if an individual employee), the Bargaining Unit, the Fire Chief and the Human Resources Director.

4. If the Union is not satisfied with the City Manager's decision in STEP TWO of the grievance procedure, the Union on its own behalf or on behalf of the individual employee may request arbitration by submitting written notice to the City Manager by hand delivery or by certified or registered mail, within fourteen (14) calendar days of receipt of the City Manager's decision. Said written notice of arbitration shall include a written statement of the position of the Union with respect to the issues upon which arbitration is sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed in STEP ONE of the grievance procedure.

5. Within fourteen (14) calendar days from receipt of such notice of arbitration, the parties shall meet to request a list of nine (9) qualified arbitrators who reside within the State of Florida from the Federal Mediation and Conciliation Service. The party requesting arbitration will strike an initial name from the list of arbitrators, with the parties thereafter alternately eliminating, one at a time, from said list of names, persons not acceptable, until only one (1) remains, and this person will be the arbitrator.

6. As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, as well as the City and the Union, in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fees and expenses of the arbitrator shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives, including attorneys, for purposes of the arbitration hearing.

7. The arbitrator shall confine his or her consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to substitute his judgment for that of management in any area identified in this Agreement or by law as a management right and/or change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or is not a grievance as defined in this Agreement.

8. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.

The party filing the grievance shall, at all times, have the burden of proof that the other party violated the specific provision(s) of this Agreement or the City of Eustis personnel rules and regulations, alleged in Step One. The decision of the arbitrator shall be binding, subject to any appeal or review rights. Either party shall be entitled to seek review of the arbitrator's decision in Circuit Court, under applicable law.

9. No decision of any arbitrator or the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of wages that remains budgeted for the position of the particular employee involved, less any unemployment compensation and/or interim earnings that he may or might have received during the period involved.

10. It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant.
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to the timing will be subject to any arbitration resulting from the matter. A grievance which is, for any reason, not the subject of a timely response by the City or by the Department shall be deemed denied at that step and the grievant may proceed to the next step. The failure of the grieving party to proceed on a timely basis to the next step shall bar the grievance.
- C. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery or electronic mail

during the hours of 8:00 a.m. until 4:30 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be required for compliance with prescribed time limits if the designated official is not personally available for service.

11. Bargaining unit employees and/or the Union may not avail themselves of the grievance and arbitration procedures set forth in this Agreement with respect to any matters which are not expressly covered by this Agreement, such as employee discipline.

12. The filing of a lawsuit or an administrative charge/complaint shall bar the filing of a grievance, and/or operate as an automatic withdrawal of a previously filed grievance, arising out of the same operative facts as the lawsuit or the administrative charge/complaint.

ARTICLE 12
WAGES

1. For Fiscal Year 2024-25, effective the beginning of the first full pay period of the fiscal year and provided this Agreement is ratified by the Union membership by September 16, 2025:

- A. Bargaining Unit employees who receive an overall rating of Meets Expectations or better on their evaluation ending July 31, 2024, shall receive a 5% increase to their base rate of pay. After application of this increase, Bargaining Unit employees who receive an overall rating of Meets Expectations or better on their evaluation ending July 31, 2024, shall receive an additional \$1,000 (\$0.3628) added to their base rate of pay.
- B. Bargaining unit employees who maintain a current Florida Paramedic Certification and have been approved by the Medical Director to practice as a paramedic shall receive paramedic pay of \$3.9217 per hour (\$11,420 annualized) not added to base rate of pay for purposes of wage increases.
- C. The base rate of pay minimum and maximum of the bargaining unit classification shall be:

Lieutenant: _\$23.0790 hr. - \$34.6964 hr.

2. For Fiscal Year 2025-26, effective the beginning of the first full pay period of the fiscal year:

- A. Bargaining Unit employees who receive an overall rating of Meets Expectations or better on their evaluation ending July 31, 2025, shall receive a 5% increase to their base rate of pay.
- B. Bargaining unit employees who maintain a current Florida Paramedic Certification and have been approved by the Medical Director to practice as a paramedic shall

receive paramedic pay of \$4.1717 per hour (\$12,148 annualized) not added to their base rate of pay for purposes of wage increases.

- C. The base rate of pay minimums and maximums of each bargaining unit classification shall be:

Lieutenant: \$24.2330 hr. - \$36.4312 hr.

3. For Fiscal Year 2026-27, effective the beginning of the first full pay period of the fiscal year:

- A. Bargaining Unit employees who receive an overall rating of Meets Expectations or better on their evaluation ending July 31, 2026, shall receive a 5% increase to their base rate of pay.
- B. Bargaining unit employees who maintain a current Florida Paramedic Certification and have been approved by the Medical Director to practice as a paramedic shall receive paramedic pay of \$4.3717 per hour (\$12,730 annualized) not added to their base rate of pay for purposes of wage increases.
- C. The base rate of pay minimums and maximums of each bargaining unit classification shall be:

Lieutenant: \$25.4446 hr. - \$38.2528 hr.

4. Employees receiving paramedic pay cannot voluntarily relinquish their paramedic status absent prior written approval from the Fire Chief.

5. Employees promoted to Lieutenant shall continue to receive a 10% pay increase or the minimum of the Lieutenant pay range, whichever is greater. Employees promoted to Fire Lieutenant will not be credited with an additional 156 hours of pay upon their promotion.

6. Effective the beginning of the first full pay period after ratification of this Agreement by both parties, bargaining unit employees who attain Florida Live Fire Training

Instructor certification shall receive an additional \$0.25 per hour not added to their base rate of pay for purposes of wage increases.

7. Effective the beginning of the first full pay period after ratification of this Agreement by both parties, bargaining unit employees who successfully complete a City-approved Truck Company Operations course, a City-approved Vehicle and Machinery Rescue Operations course and a City-approved Rope Rescue Operations course shall receive an additional \$0.50 per hour not added to their base rate of pay for purposes of wage increases.

ARTICLE 13**BARGAINING UNIT BUSINESS**

1. Bargaining Unit members shall be paid by the City only when they perform assigned fire and rescue duties and/or work directed by the City. To the extent that these employees wish to perform Bargaining Unit duties (such as attending Union conventions, conferences, meetings, etc., or other activities agreed upon by the City) during their normal work schedules, they may utilize annual leave or shift exchange; provided, however, that they comply with the rules otherwise applicable to such leave and shift exchanges. A grievant (other than the Bargaining Unit) may attend the grievance set forth in steps one through two of Article 14 of this Agreement without having to utilize annual leave or shift exchange, if the City schedules the meetings during the grievant's regular working hours. The City will attempt to schedule the grievance meetings set forth in steps one through two of Article 11 of this Agreement during the grievant's regular working hours. A grievant may have a Bargaining Unit representative at these meetings; however, the City shall not be obligated to pay the Bargaining Unit representative, unless the meetings are held during that person's scheduled hours of work.

2. The Bargaining Unit may hold regular Bargaining Unit meetings at the fire station, provided they are scheduled in advance with the Fire Chief. These meetings must not interfere with Fire Department emergency incidents and must be conducted between the hours of 1700 to 2200 hours.

ARTICLE 14
ANNUAL (VACATION) LEAVE ACCRUAL

1. Bargaining unit employees shall accrue annual leave at the rate of 11.2 hours per month of employment.

2. A bargaining unit employee who is hired on or before the 15th day of the month shall accrue 11.2 hours annual leave for that month. A bargaining unit employee who is hired after the 15th day of the month shall not accrue annual leave for that month.

3. Bargaining Unit members shall accrue annual leave based on their years of employment in accordance with the following chart.

	0-6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	15 Years	20+ Years
Hours per Month (2912 hour per year schedule)	11.20	12.13	13.07	14.0	14.93	15.87	16.8	18.9	21.99

4. The maximum annual leave accrual for bargaining unit employees that can be carried over from year to year is 552 hours. Accrued leave in excess of 552 hours shall be forfeited. Bargaining unit employees who have more than 552 hours of accrued annual leave as of the effective date of this Agreement will have the leave in excess of 552 hours placed in an excess annual leave account to be used in the same manner as other annual leave.

5. The use of annual leave in conjunction with a bargaining unit employee's anticipated separation from employment is subject to the prior written approval of both the Fire Chief and the City Manager and is limited to 240 hours.

6. Bargaining unit employees who retire or resign in good standing shall receive payment of accrued unused annual leave not to exceed 240 hours. Accrued leave in excess of 240 hours shall be forfeited at the time of separation from City employment.

ARTICLE 15
HOLIDAYS

1. The following holidays are authorized as official City holidays:

New Year's Day

Martin Luther King's Birthday (Observed)

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Thanksgiving Friday

Christmas Eve

Christmas Day

Personal Holiday

2. Bargaining unit employees who work on an official City holiday shall be paid at one and one half (1.5) times their regular hourly rate for time worked on the calendar date of that holiday.

3. Bargaining unit employees who are assigned to work a 2912 hour per year schedule shall be eligible for one hundred forty-four (144) hours paid time off for holidays at their regular rate of pay. One hundred forty-four (144) hours paid time off shall be credited to these members each year on October 1st and can be used from October 1st to September 30th each year. Unused paid time off is not eligible to be carried over from year to year and is forfeited at the end of the fiscal year.

4. Paid time off for holidays will only be approved when it does not disrupt the essential services of departmental operations and does not create an overtime expense for the City.
5. Paid time off for holidays shall be charged in no less than four (4) hour increments.
6. Paid time off for holidays will not be approved following resignation or during the last two (2) weeks of employment and is not eligible for reimbursement upon separation from the City.
8. During the initial twelve (12) months of their employment with the City, bargaining unit members are not entitled to paid time off for holidays.
9. Bargaining unit employees who satisfactorily complete their initial probationary period shall be credited 12 hours paid time off for each month remaining in the fiscal year, from the date they completed their probation until October 1st.
10. Paid time off for holidays shall not count as hours worked for overtime purposes.

ARTICLE 16
SICK LEAVE ACCRUAL

1. Bargaining unit employees who are assigned to work a 2912-hour schedule shall accrue 24 hours sick leave for the first month of employment, 0 hours for the second month and then beginning with the third month of employment, 12.0 hours per month of employment.

2. Bargaining unit employees who are assigned to work a 2912-hour per year schedule and who is hired on or before the 15th day of the month shall accrue 24 hours sick leave for that month. A bargaining unit employee who is hired after the 15th day of the month shall not accrue sick leave for that month, but will begin accrual as specified in Section 1 above with the following month.

3. Payment for accrued sick leave upon separation from employment shall be in accordance with Section 6.04(F) of the City's Personnel Rules and Regulations.

ARTICLE 17
SANITATION, MAINTENANCE, UPKEEP AND CLOTHING ALLOWANCE

1. The City agrees to supply and make available reasonable materials for day-to-day maintenance, cleaning and upkeep of the fire station. The City also agrees to supply reasonable items, as determined by the Fire Chief, necessary to maintain the satisfactory condition of the living quarters.

2. Personal Protective Equipment and Clothing Allowance

Definitions:

Clothing Allowance is defined as the amount of money an employee is awarded annually to spend towards the maintenance and replacement of their personal uniform inventory through a vendor, which will be selected and identified by the Department.

- a. All employees will receive the set clothing allowance every October 1st.
- b. There is no unused carry over option.
- c. New hires will receive the set clothing allowance as listed under process within this article.
- d. Clothing allowance is set at \$600 including footwear. Vendor shall be the organization or business that the Department selects to maintain and administer its clothing allowance program. The vendor and list of items and clothing available and approved to be purchased with the clothing allowance shall be listed on “Table 2 - Available Uniform and PPE Items” of this article.

PPE or personal protective equipment is listed as equipment required by personnel to perform their duties safely and efficiently. Damaged PPE will be replaced as needed by the Department unless it is determined that there is gross negligence on the employee’s part.

3. Process:

Upon employment, a new hire Fire Lieutenant will receive the personal protective equipment and clothing as listed within “Table 1 - New Hire PPE and Uniform Detail” of this

Article.

All bargaining unit employees shall receive an annual Clothing Allowance as listed in definitions. The intent of this allowance is for the replacement and maintenance of an employee's personal uniform inventory. It is understood that any additional cost in excess of the set amount will be incurred by the employee at the time of purchase from the vendor.

Items which are available for purchase via the vendor and clothing allowance process can be changed and addressed as needed with the approval of the Fire Chief. Changes and additions that are approved shall be posted through email.

New hires will be eligible for a uniform allowance at the following rates:

- a. If an individual is hired before the April 1st in any given cycle, they shall receive 50% of clothing allowance in addition to the initial uniforms and personal protective equipment received at the time of hire.
- b. If an individual is hired on or after April 1st then they will have to wait for the next cycle before receiving a uniform allowance.

It is understood that the Fire Chief has the latitude to approve the purchase of uniforms and personal protective equipment beyond the clothing allowance.

4. Separation:

Upon termination of employment with the Department, all issued articles of clothing and equipment will be returned by the employee to the Department. The cost of unreturned items may be deducted from the final check at what would be considered current cost of replacement.

Employees that serve 20 or more years with the Department and separate under good standing may be allowed keep their issued helmet as a memento and appreciation for their service with the Department.

Table 1 - New Hire PPE and Uniform Detail

Item Description	Additional Info	Sorting Factor	Amount
Work Pant	TruSpec	Issued	2
Button-up Short Sleeve	Additional \$7 for zipper in price	Issued	1
Button-up Long Sleeve	Additional \$7 for zipper in price	Issued	1
Tie (Black)	Clip on or regular	Issued	1
Hat (Dress)		Issued	1
Belt (Dress)		Issued	1
Duty Belt		Issued	1
Short Sleeve Tee Shirt	Regular Tee	Issued	5
Long Sleeve Tee Shirt		Issued	2
Duty Shorts	TruSpec	Issued	2
Sleep Work/Short		Issued	2
Baseball Cap		Issued	1
Set of rank insignia		Issued	2
Badge		Issued	2
Metal Name Plate		Issued	2
Work Jacket	Winter Jacket	Issued	1
SCBA Mask	MSA	PPE	1
Work Gloves	Extrication type	PPE	1
Fire Gloves		PPE	1
Bunker Coat and Pant		PPE	1
Bunker Boots		PPE	1
Fire Helmet and Shield		PPE	1
Nomex hood		PPE	2
Suspenders		PPE	1
Dress Coat/Pants	Employee will return the jacket and reimburse the City for the cost of the jacket if employee does not complete the initial probationary period	Issued	1
Duty Footwear	Boot or Shoe	Issued	1
Brush Boot	Safety Boot	PPE	1
Two Piece Brush Gear		PPE	1
Rain Coat/Gear		Issued	1

Table 2 - Available Uniform and PPE Items

Item Description	Additional Info	Sorting Factor
Collard Polo		Optional
Work Pant	TruSpec	Issued
Button-up Short Sleeve	Additional \$7 for zipper in price	Issued
Button-up Long Sleeve	Additional \$7 for zipper in price	Issued
Tie (Black)	Clip on or regular	Issued
Belt (Dress)		Issued
Duty Belt (TRT)		Optional
Short Sleeve Tee Shirt	Beefy Tee	Optional
Short Sleeve Tee Shirt	Regular Tee	Issued
Long Sleeve Tee Shirt		Issued
Duty Shorts	TruSpec	Issued
Sleep Work/Short		Issued
Sweatshirts		Optional
Baseball Cap		Issued
Rain Gear/Coat		Optional
Set of rank insignia		Issued
Badge		Issued
Metal Name Plate		Issued
Work Jacket	Winter Jacket	Issued
SCBA Mask	MSA	PPE
Work Gloves	Extrication type	PPE
Fire Gloves		PPE
Bunker Coat and Pant		PPE
Bunker Boots		PPE
Fire Helmet and Shield		PPE
Nomex hood		PPE
Suspenders		PPE
Dress Coat	Issued after end of probation	Issued
Duty Footwear	Boot or Shoe	Issued
Brush Boot	Safety Boot	PPE
Two Piece Brush Gear		PPE

Issued=Items that are listed as New Hire Items

PPE=Items that can be purchase but are considered PPE

Optional=Items that are not issued but are approved for purchase via vendor program

ARTICLE 18
HEALTH, LIFE AND DENTAL INSURANCE

1. The City shall provide health, life and dental benefits (including related insurance) to the bargaining unit employees under the same terms and conditions as are applicable to other City employees. If the City should change the terms and conditions of the aforesaid benefits, including but not limited to employee premiums and benefits, the employees covered hereunder will be subject to such changes on the same basis as other city employee.

2. Bargaining unit employees are required to participate in an annual wellness examination by a company, process or method as determined by the Fire Department. The wellness examination shall include the following and the result of which shall be provided to the Department of Human Resources upon completion of the examination.

- a. Complete examination of all their body parts
- b. Complete blood count
- c. Complete metabolic panel
- d. Lipid panel
- e. If male and over 40 years old, PSA
- f. Chest x-ray
- g. EKG
- h. Spirometer
- i. Pure tone audiometry air
- j. Urinalysis
- k. Automated hemogram
- l. TB intradermal test (Optional)
- m. Hepatitis C AB test

ARTICLE 19
WORK STOPPAGES

1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sick-outs, picketing of the residence of public officials, or other job actions or refusal to perform assigned work authorized by this Agreement by the employees covered under this Agreement.
2. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City.
3. The Bargaining Unit recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large.

ARTICLE 20
PENSION

1 Bargaining unit employees shall be provided pension benefits through the City of Eustis Municipal Firefighters' Pension and Retirement System as codified in Chapter 70, Article III of the Code of Ordinances, unless specifically altered herein, which includes the following:

- A. Member Contributions- Beginning the effective date of this Agreement, bargaining unit employees shall contribute between 4.0% and 7.5% of their annual compensation to the Firefighters' Pension and Retirement System. The members contribution percentage shall be calculated based on the members paying 16% of the City's required contribution percentage as determined by the Pension and Retirement System's actuary as of October 1 of each year.
- B. Normal Retirement Benefits- Bargaining unit employees hired after the date of ratification of this agreement will receive a 3% multiplier of average final compensation times credited service. No change in the current 4% multiplier will impact any bargaining unit employee hired before the date of ratification of this Agreement.
- C. Disability Benefit- The Firefighters' Pension and Retirement System shall be amended to provide that the bargaining unit employees' base disability pension rate will be 45% and increased by 2% each full year of the member's service, up to the maximum rate of service of 65%. The disability pension rate for a disability resulting from malicious or intentional acts against the bargaining unit member on duty or from active firefighting, or from a non-preventable traffic crash shall remain at 65%.
- D. Normal Retirement Date- Effective upon the amendment of the Firefighters' Pension and Retirement System Ordinance, the Normal Retirement Date shall be the earlier of: (a) age 55 and the completion of 10 years of Credited Service, or (b) the completion of 25 years of Credited Service regardless of age.
- E. The parties mutually agree and consent that all frozen and excess Chapter 175 premium tax revenues received each year up to \$196,911 will be used to reduce the City's annual required contribution to the Pension Plan. Excess Chapter 175 premium tax revenues received each year in excess of \$196,911 will be split with 50% going into the members' Share Plans and 50% going to the City to reduce its annual required contribution to the Pension Plan.

ARTICLE 21
EMPLOYEE TESTING

1. Bargaining unit employees will be subject to drug testing utilizing the procedures set forth in the City's Drug Free Workplace Policy.

2. The City maintains the right to require any bargaining unit employee, at the City's expense, to undergo a fitness-for-duty test (physical and/or psychological) with a City-selected healthcare provider based on the Fire Chief or designee's articulable concern that the employee may not be fit for duty. Additionally, the City maintains the right to require any bargaining unit employee, at the employee's expense, to provide a fitness-for-duty clearance from their healthcare provider to return to work after an being absent due to a physical and/or psychological ailment or condition, or to return to full duty from modified or light duty.

ARTICLE 22
TOBACCO USE

1. It is understood that smoking and/or the use of any and all tobacco or nicotine products is a known hazard to the health of bargaining unit employees. The purpose of this Article is to reduce the number of health insurance claims related to the use of tobacco and nicotine products and to provide bargaining unit employees the benefits of the Florida cancer presumption for firefighters.

2. All bargaining unit employees must abstain, as a condition of employment, from the use of tobacco, nicotine, and tobacco or nicotine products, including vaping, both on-duty and off-duty.

ARTICLE 23
ENTIRE AGREEMENT/DURATION

1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

2. If either the City or the Union desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing no later than June 1st, 2027, or prior to the termination date of this Agreement. In the absence of an official notice by either party of its desire to modify, amend or terminate this Agreement, this Agreement shall automatically renew for an additional year, and from year to year thereafter, until timely notice by June 1st of the extended contract year is given of a party's intent to renegotiate this Agreement. Should June 1st fall on a Saturday or Sunday, the official notification of a desire to negotiate must be given in writing no later than the Monday following that weekend. Following receipt of such notice, unless there is a mutual agreement to the contrary, the City and the Union shall commence negotiations.

3. Nothing herein shall preclude the parties from mutually agreeing in writing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.

4. This Agreement shall become effective on the ratification of this Agreement by both parties, and shall remain in effect until September 30, 2027, unless this Agreement is extended pursuant to paragraph 2. This Agreement supersedes all other agreements between the parties.

SIGNATURE PAGE

FOR THE CITY:

FOR THE UNION:

City Manager

President Local 4731

Date

Date

Human Resources Director

Representative Local 4731

Date

Date

ATTEST:

Approved by the Eustis City Commission by Resolution _____ on the _____ day of _____.



City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: SEPTEMBER 18, 2025
 RE: RESOLUTION NUMBER 25-61: FINAL MILLAGE RATE FOR THE FISCAL YEAR 2025/26

Introduction

Resolution Number 25-61 establishes the FINAL millage rate for FY 2025/26 as **7.3898** mills.

Recommended Action

Staff recommend approval of Resolution Number 25-61.

Background

Florida State Statutes require each taxing authority to set a millage rate annually for property taxation following required public hearings. The City Commission set the tentative rate of 7.3898 mills at the September 4, 2025, Commission meeting. The required advertising appeared in the local newspaper on September 15, 2025.

Since last year, the gross taxable value increased by \$158,113,816, from \$1,678,967,009 to \$1,837,080,825. This year's total tax value revenue of \$13,575,660 represents an increase of 4.51%.

Based on that valuation, the Commission may consider any of the following options in setting a millage rate for the FY 2025/26 Fiscal Year:

1. Adopt the previously approved Tentative Millage Rate of 7.3898 mills. With the use of Fund Balance, this rate would generate revenues sufficient to cover annual increases in normal city operating costs and allow for continuing current service levels. This rate can be approved with a majority vote of the Commission (at least three commissioners) and would be advertised as a tax increase. This proposed millage rate is greater than the Rolled-Back Rate and represents an increase of 4.51%.
2. Adopt the Rolled-Back Rate of 7.0709 mills. This rate approximates prior year tax revenues, less allowances for new construction, additions, deletions, annexations, and improvements. This rate can be approved with a majority vote of the Commission (at least three commissioners) and would not be advertised as a tax increase.
3. Adopt a millage rate between 7.0709 and 7.3898 requires a majority vote (three votes).

4. Adopt a millage rate between 7.3899 and 7.5810 requires a two-thirds vote (four votes)

Staff recommends setting the FY 2025/26 millage rate at the previously approved Tentative Millage rate of 7.3898 mills to support the revenue assumptions of the proposed budget. State Law allows for a rate reduction during either or both public hearings in September. An increase to the proposed rate at the first hearing, per Florida Statutes 200.065, requires first-class mail notice to all taxpayers of the City since TRIM notices have already been mailed by the Lake County Property Appraiser. This would endanger the City's ability to adopt the final millage and budget in time to meet the State-mandated deadlines in September. This could result in the forfeiture of all Ad-Valorem revenue.

Adopting the previously approved Tentative Millage rate of 7.3898 mills, the City's share of a home assessed with a taxable value of \$200,000, with homestead exemptions of \$50,000, would equate to an annual tax of \$1,108, or about \$3.04 per day, per Eustis taxpayer. This amount provides Police, Fire, Library, Parks & Recreation, Finance, Administration, Development Services, Human Resources, and Public Works department services. Using the same scenario, the Rolled-Back Rate of 7.0709 mills would equate to an annual tax of \$1,060 or about \$2.93 per day per Eustis taxpayer. The difference of \$48 per household equates to a daily savings of \$0.13 and could possibly result in a reduction of services.

While the City of Eustis had the highest millage rate in the County at 7.5810, staff will not be able to perform a final comparison until all millage rates are finalized. That said, the City uses the Functional Millage Rate for comparison with other municipalities. The Functional Rate adds the transfers from the enterprise funds to the general fund, as well as the Fire Assessment Fees. As of this writing, the information for Leesburg, Mount Dora and Tavares is as follows:

Functional Millage Rate
Fiscal Year September 30, 2025/26
Millage Rate Comparison Northern Area Cities with One Billion in Property Values
Include Millage Rate for Transfer and Fire Assessment

Taxing Authority	2025 Taxable Value as Reported October 1	Taxable Value Per 1,000	Rank High to Low Taxable Value	Rank Low to High Millage Rate	Transfer to General Fund	Millage Rate to Accommodate Transfer to Gen Fund	Fire Assessment Fees	Millage Value of Fire Assessment	Total Functional Millage	Rank Low to High Functional Millage
Leesburg	3,878,686,576	3,878,687	1	3.4752	10,559,237	2.7224	4,085,069	1.0532	7.2508	1
Eustis	1,837,080,825	1,837,081	4	7.3898	2,600,000	1.4153	-	-	8.8051	2
Mount Dora	2,168,798,290	2,168,798	2	6.3000	6,827,562	3.1481	6,133,652	2.8281	12.2762	4
Tavares	1,896,245,451	1,896,245	3	6.8317	3,563,288	1.8791	2,064,182	1.0886	9.7994	3

As presented, the City of Eustis is number two in the lowest to highest ranking of Functional Millage Rate and is nearly the best in the area for cities our size. The City does not have a Fire Assessment Fee which increases the Functional Millage Rate significantly for the other cities presented.

The Proposed FINAL Budget that will be presented immediately following the adoption of the FINAL Millage Rate was prepared with revenue estimates based on the adopted millage rate of 7.3898.

State Law requires two public hearings on the millage rate and budget. The first public hearing was held on September 4, 2025, and the second is scheduled for September 18, 2025. The new fiscal year begins on October 1, 2025.

Budget and Staff Impact

Staff has prepared the FY 2025/26 budget using the recently adopted Tentative Millage rate of 7.3898, resulting in an estimated increase in property taxes of \$905,737 compared to the FY 2024/25 proposed tax estimates. If the millage rate is set lower than the 7.3898 proposed, it will require a reduction in proposed General Fund expenditures or use of reserves from Fund Balance. The use of Fund Balance to fund revenue shortages is not considered Best Practices.

Prepared By:

Lori Carr, Finance Director

Reviewed By:

Mari Leisen, Deputy Finance Director

RESOLUTION NUMBER 25-61

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL MILLAGE LEVY OF AD VALOREM TAXES FOR THE CITY OF EUSTIS, LAKE COUNTY, FOR THE FISCAL YEAR 2025/26, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 18th, 2025, the City of Eustis, Lake County, Florida, held a public hearing on the FY 2025/26 FINAL Millage Rate, as required by Florida Statute 200.065; and

WHEREAS, the City of Eustis of Lake County, Florida, adopted the FY 2025/26 FINAL Millage Rate following the public hearing; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Eustis, Lake County, Florida, has been certified by the Lake County Property Appraiser to the City of Eustis as \$1,837,080,825.

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 FINAL operating millage rate is 7.3898 mills, which is greater than the rolled-back rate of 7.0709 mills and increases taxes by 4.51%.

SECTION 2

That this Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 18th day of September 2025, in the regular session of the City Commission of the City of Eustis, Lake County, Florida.

Time Adopted _____

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 18th day of September 2025 by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-61 is hereby approved. I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: SEPTEMBER 18, 2025
 RE: RESOLUTION NUMBER 25-62: ADOPTING A FINAL BUDGET FOR
 THE FISCAL YEAR 2025/26

Introduction

Resolution Number 25-62 adopts the FINAL Budget for FY 2025/26 after the required public hearing.

Recommended Action

Staff recommends approval of Resolution Number 25-62.

Background

Florida State Statutes require each taxing authority to adopt tentative and final budgets annually. The law also requires that the local governments hold a public hearing before adopting each of those budgets. The public hearings and adoption of the budget take place after the public hearing and adoption of the millage rate. The City has advertised the adoption of the final budget and the notice of tax increase prior to this final public hearing per State law.

The FY 2025/26 budget has been prepared based on Commission directives authorized at the budget workshops held in July 2025. Based on those directives, the budget was prepared using the recently adopted Tentative Millage rate of 7.3898. The budget has been prepared in compliance with the requirements of the City Charter and appropriate State Statutes and is consistent with the provisions of the City's Financial Policies adopted in 2015.

The General Fund Budget contains more expenditures than revenue for FY 2025/26. This is due to several one-time capital projects being budgeted in FY 2025/26 as well as the reduction in millage to 7.3898. The budget also includes funding for employee compensation increases, insurance increases, and the Capital Improvement Plan funding. The City has posted the budget on the City website as State Law requires. If requested, a copy will be provided to the Commission after the final adoption.

Alternatives

1. Adopt Resolution Number 25-62 and approve the budget presented as FINAL.

2. Direct staff to make specific changes to the budget and immediately adopt the revised version as FINAL during the hearing.

Community Input

There will be sufficient time for input at the public hearing held before the FINAL budget is adopted. Sufficient time was allotted for input at all the preceding budget and millage-related Commission workshops and meetings.

Budget and Staff Impact

As presented, there are budgeted revenues and expenditures citywide of \$67,612,571 and \$68,436,363, respectively, estimated reserves of \$67,330,102, and fund balances totaling \$116,818,448 at the end of September 30, 2026.

Prepared By:

Lori Carr, Finance Director

Reviewed By:

Mari Leisen, Deputy Finance Director

RESOLUTION NUMBER 25-62

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2025/26, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 18th, 2025, the City of Eustis, Lake County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Eustis of Lake County, Florida, set forth the appropriations and revenue estimates for the Final Budget for the FY 2025/26 for \$116,818,448.

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 FINAL Budget is hereby adopted in the total revenue and expenditures in the amount of \$67,612,571 and \$68,436,363, respectively, with an estimated ending reserve balance of \$67,330,102 and a fund balance totaling \$116,818,448 as outlined in "EXHIBIT A," attached hereto and made a part hereof.

SECTION 2

That this Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 18th day of September 2025, in the regular session of the City Commission of the City of Eustis, Lake County, Florida.

Time Adopted _____

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

ATTEST:

Christine Halloran, City Clerk

Willie L. Hawkins
Mayor/Commissioner

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

The foregoing instrument was acknowledged before me, by means of physical presence, this 18th day of September 2025 by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida

My Commission Expires:

Notary Serial No:

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-62 is hereby approved. I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A

**All Funds Budget Summary
Fiscal Year 2025-26**

Fund No.	Fund Name	Estimated Beginning				Estimated Available	Estimated Ending
		Fund Balance	Plus: Revenues	Less: Expenditures	Less: Reserves	Fund Balance	Fund Balance
001	General	19,172,047	28,187,526	29,500,107	6,796,783	11,062,683	17,859,466
006	Library Contribution	30,458	2,100	5,200		27,358	27,358
010	Sales Tax Revenue	4,159	6,412,719	5,355,500		1,061,378	1,061,378
011	Law Enforcement Education	82,186	62,700	70,000		74,886	74,886
012	Police Forfeiture	(507)	60,000	-		59,493	59,493
013	Street Improvement	1,164,669	2,228,000	3,320,188	666,488	(594,007)	72,481
014	Community Redevelopment Agency	2,768,476	1,788,376	1,443,714	1,422,544	1,690,594	3,113,138
018	General Government Grants	-	39,500	39,500		-	-
020	Building Services	2,843,200	1,266,200	2,591,590	538,460	979,350	1,517,810
040	Water & Sewer Revenue	23,289,644	15,573,000	16,122,944	3,961,077	18,778,623	22,739,700
041	Reclaimed Water Projects	172,860	5,900			178,760	178,760
042	Water & Sewer R&R	15,646,525	2,550,000	3,292,606		14,903,919	14,903,919
049	Stormwater Utility Revenue	514,746	934,000	1,519,748	333,427	(404,429)	(71,002)
059	Fire Prevention Capacity Exp. Trust	239,583	44,400	-	-	283,983	283,983
060	Greenwood Cemetery Trust	239,744	21,850	11,000	-	250,594	250,594
061	Police Pension	25,255,145	3,725,000	1,901,100	27,079,045	-	27,079,045
062	Fire Pension	14,707,032	3,170,000	1,251,100	16,625,932	-	16,625,932
063	Parks & Rec, Capacity Exp. Trust	304,672	108,000	-	-	412,672	412,672
064	Law Enforcement Capacity Exp. Trust	494,395	53,000	-	-	547,395	547,395
065	Water Impact Trust	5,725,156	215,000	520,000	5,420,156	-	5,420,156
066	Sewer Impact Trust	5,033,497	915,800	1,033,786	4,915,511	-	4,915,511
068	Economic Development Trust	(190,541)	199,500	438,280	(429,321)	-	(429,321)
069	Library Capacity Exp. Trust	145,094	50,000	20,000	-	175,094	175,094
TOTAL		117,642,240	67,612,571	68,436,363	67,330,102	49,488,346	116,818,448



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: SEPTEMBER 18, 2025

RE: RESOLUTION NUMBER 25-74: REDUCTION OF FINE/RELEASE OF LIEN,
430 WEST CHARLOTTE AVE
CODE ENFORCEMENT CASE 21-00728

Introduction:

Resolution Number 25-74 approves a Code Enforcement Order reducing an unpaid code enforcement lien totaling \$743,185 to \$8,700 and releases the liens against 430 West Charlotte Avenue, upon payment.

The Resolution also provides the City Commission an opportunity to consider a compromise regarding the fine reduction. The additional options proposed are as follows:

- No payment shall be due, and the City shall promptly release the lien; or
- Full payment (\$743,185) remains due and payable to the City; or
- The lien shall be reduced to \$ _____, if said payment is received by the City within _____ days from the effective date of this Resolution. Failure to comply results in this compromise being null and void, and the original lien amount being immediately reinstated in full.

Recommended Action:

The administration recommends approval of Resolution Number 25-74.

Background:

Code Board Action:

On September 8, 2025, the Code Enforcement Board reviewed a fine reduction request submitted by Alaina J. Quist (seller) and Keith LaPrade with Cam Pros LLC (buyer), who have entered into a sales contract for the property. The application requested that the accrued fines be reduced to \$8,700, representing approximately 6% of the \$145,000 purchase price. After considerable discussion, the Board reluctantly approved the request and passed a motion to reduce the fines, subject to the following conditions:

- Approval from the City Commission; and
- Payment be made within 30 days of City Commission approval

Property History:

Alaina J. Quist obtained title to the property in 2013 and established it as her homestead in accordance with Florida Law. In 2016, the city received its first complaint regarding the property. This was the first of 50 complaints documented over a nine-year period, which have resulted in 31 code violations, 182 inspections, 368 case logs, 38 notices issued, and 11 Code Enforcement Board hearings—collectively consuming approximately 170 staff hours and generating more than \$6,900 in administrative costs.

Over this same period of ownership, the Eustis Police Department responded to 227 calls for service, further illustrating the ongoing strain the property has placed on City resources.

At present, the property remains out of compliance. Given the long history of violations and the continued impact on City resources, staff and the Board have concluded that a transfer of ownership represents the most effective means of resolving the outstanding violations and eliminating the negative impacts on the surrounding neighborhood.

Violation History

Case 16-01216: No fines imposed.

Violation: Objects or items and accumulations placed or left outdoors.

Violation: Open trailer loaded with debris, equipment or other materials is not screened from view

Case 19-00905: No fines imposed.

Violation: Objects or items and accumulations placed or left outdoors.

Case 20-00004: No fines imposed.

Violation: Overgrown grass.

Violation: Objects or items and accumulations placed or left outdoors.

Case 20-00069: No fines imposed

Violation: Windows boarded up on occupied residential building.

Case 20-00253: No fines imposed

Violation: Inoperative vehicle without a current valid license tag stored on property.

Case 20-01278: \$1,050 fine imposed (not subject to this reduction)

Violation: Objects or items and accumulations placed or left outdoors.

Case 20-01282: No fines imposed

Violation: Open utility trailer is not parked behind the building frontage.

Violation: Open trailer loaded with debris, equipment or other materials is not screened from view.

Case 21-00025: No fines imposed.

Violation: Airtight appliance (refrigerator) discarded outdoors with doors still attached.

Case 21-00229: No fines imposed

Violation: Dwelling occupied without being properly connected to a public water system. Water service has been disconnected due to nonpayment.

Case 21-00728: \$743,185 fine imposed (\$500 per day from 8-24-21 to 9-18-25).

Repeat Violation: Objects or items and accumulations placed or left outdoors.

Case 21-00768: \$300 fine imposed (not subject to this reduction)
Airtight appliance (refrigerator) discarded outdoors with doors still attached.

Case 21-00769: No fines imposed
Violation: Overgrown grass

Case 21-01040: No fines imposed
Airtight appliance (refrigerator) discarded or abandoned outdoors with doors still attached.

Case 23-00137: No fines imposed
Violation: Unsafe electrical equipment caused by tampering with the electrical meter.

Case 23-00456: No fines imposed
Violation: Waste receptacles not placed at the curbside for collection (sanitary nuisance).

Case 23-00570: No fines imposed
Violation: Enclosed utility trailer stored, left or abandoned in the Charlotte Avenue public right-of-way.

Case 23-00697: No fines imposed
Violation: Airtight appliances (washer and dryer) discarded or abandoned outdoors with doors still attached.

Case 23-00898: No fines imposed
Violation: Accumulation of dead tree branches on the property.
Violation: Two open trailers loaded with debris, equipment or other materials not screened from view

Case 24-00407: No fines imposed
Violation: Single family residential dwelling is unsafe and unfit for human occupancy due to no approved electrical service. Duke disconnected service at the pole due to nonpayment and meter tampering.

Case 24-00537: No fines imposed
Violation: Utility trailer not parked behind the building frontage.

Case 24-00941: No fines imposed
Violation: Airtight appliance (clothes dryer) discarded or abandoned outdoors with doors still attached.

Case 24-00069: No fines imposed
Violation: Dwelling occupied without being properly connected to a public water system.
Violation: Dwelling occupied without electrical service.
Violation: More than 6 unrelated people living in the single-family dwelling.

Case 25-00674: No fines imposed
Violation: Dwelling occupied without being properly connected to a public water system.
Violation: Dwelling occupied without electrical service.

Community Input

No adjacent property owners attended the Code Enforcement Hearings, but the Code Department has received an abundance of complaints from surrounding residents.

Budget / Staff Impact:

If the Resolution is approved, the city could receive \$8,700, which exceeds the Code Departments administrative costs.

Reviewed By:

Jon Fahning, Captain

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments

- Resolution Number 25-74
- Fine Reduction Applications
- Sale Contract
- Code Enforcement Lien

RESOLUTION NUMBER 25-74**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, PROVIDING FOR COMMISSION DETERMINATION OF A CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 430 WEST CHARLOTTE AVENUE; AUTHORIZING IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property under Case Number 21-00728 against Alaina J. Quist, property owner, for failing to comply with City Ordinances:

EUSTIS, WEST LYNNHURST LOT 330 BLK 2 PB 14 PG 45 ORB 4388 PG 2182,
and

WHEREAS, the City of Eustis, Florida, a Florida municipal Corporation, recorded a Code Enforcement Lien against the subject property on April 13, 2022, in Official Record Book 5937, Page 676, in the office of the Clerk of the Circuit Court, Lake County, State of Florida; and

WHEREAS, the daily fines have accrued to \$743,185 (\$500 per day for 1,486 days;
and

WHEREAS, Cam Pros, LLC., submitted a fully executed "AS IS" Residential Contract for Sale and Purchase dated August 21, 2025; and

WHEREAS, on August 25, 2025, the property owner and Kieth LaPrade with Cam Pros LLC, the buyer, submitted applications requesting that the fines be reduced to \$8,700;
and

WHEREAS, on September 8, 2025, the Code Enforcement Board reviewed the applications and after considerable discussion agreed to recommend that the City Commission reduce the accrued fines to \$8,700 payable within 30 days of approval; and

WHEREAS, Section 162.09(3), Florida Statutes, provides that code compliance liens run in favor of the local governing body, and the local governing body may agree to satisfy or release code compliance liens; and

WHEREAS, the Attorney General has stated that after such liens have been recorded the local governing body, such as the City Commission, is vested with the authority to compromise, reduce, or satisfy said liens; and

WHEREAS, the City Commission in considering this matter may elect to compromise (including setting terms and conditions for said compromise), reduce, or satisfy said lien;
and

WHEREAS, the Attorney General has concluded the local governing body, such as the City Commission, may delegate its authority to execute satisfactions or releases of code compliance liens so long as such delegation does not result in a complete divestiture of such liens to a private party; and

WHEREAS, the City Commission authorizes the City Manager to execute a release or satisfaction of lien, as may be appropriate and consistent with the City Commission's decision to compromise, reduce, or satisfy said lien.

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

Section 1. **Recitals.** The above recitals are hereby adopted as the findings of the City Commission.

Section 2. **Implementing Actions.** The City Manager, or his/her designee, is hereby authorized to take all administrative actions necessary to effectuate the provisions of this Resolution, including execution of satisfactions or releases of lien, acceptance of payment, and the granting of one payment extension not to exceed thirty (30) days from the effective date of this Resolution. Any such actions shall be consistent with and limited to the determination of the City Commission as set forth herein.

Section 3. **Lien at Issue.** The City Commission has considered the code enforcement liens for Case Number 21-00728 with a total current outstanding amount of \$61,750.

Section 4. **Quasi-Judicial Determination.** The City Commission, having considered the recommendation of the Code Enforcement Board, and any evidence and testimony presented at hearing, hereby makes the following determination regarding the code enforcement lien in the amount of \$743,185 recorded against the subject property:

- ☐ The liens shall be reduced to \$8,700, consistent with the Board's recommendation, upon sale of the property to Cam Pros LLC, payable within thirty (30) days of the effective date of this Resolution, unless otherwise extended by the City Manager in accordance with Section 2; or
- ☐ The liens shall be reduced to \$_____, payable within ____ days of the effective date of this Resolution, unless otherwise extended by the City Manager in accordance with Section 2; or
- ☐ The liens shall remain in the full amount of \$743,185, due and payable to the City; or
- ☐ No payment shall be due, and the lien shall be released.

Section 5. Enforcement. Failure to comply with the terms of the City Commission's determination shall result in the lien being immediately reinstated in its full original amount.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption by the City Commission.

DONE AND RESOLVED this 18th day of September 2025, in regular session of the City Commission of the City of Eustis, Florida.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 18th day of September 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 25-74 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

Case No. 21-00728



APPLICATION TO REQUEST A REDUCTION OF ACCRUED CODE ENFORCEMENT FINES

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH. FAILURE TO BE TRUTHFUL IS A VIOLATION OF FLORIDA STATUTES PERTAINING TO PERJURY, WHICH IS A FELONY PUNISHABLE BY UP TO 15 YEARS IMPRISONMENT.

INSTRUCTIONS: Please complete both pages of this form. Be specific when writing your statement. **Please submit the completed notarized application** to the Code Enforcement office located at 51 East Norton Avenue, Eustis, FL, by U.S. Mail at P.O. Drawer 68, Eustis, FL 32727, or email to codeenforcement@ci.eustis.fl.us **no later than 5:00 p.m., Tuesday, September 2, 2025.**

APPLICATION BECOMES VOID IF NOT SUBMITTED BY DEADLINE,
UNLESS AN EXCEPTION IS MADE BY THE CITY.

If the completed form is received by the deadline, the request will be presented to the Code Enforcement Board (CEB) at the next regularly scheduled hearing on **September 8, 2025 at 3:00 p.m. in the City Commission Chambers located in City Hall at 10 North Grove Street.**

SUBMITTAL OF THIS APPLICATION IS NOT A GUARENTEE THAT THE CEB WILL APPROVE

Your attendance is highly recommended. If you fail to attend, the Board may act solely on the presentation by the Code Enforcement Officer.

If the CEB approves the reduction request, the CEB's recommendation will be submitted to the City Commission for approval at their next scheduled meeting before taking effect.

If you have any questions, please call the Code Enforcement Office at (352) 483-5464 or email codeenforcement@ci.eustis.fl.us.

Buyer/Seller Name: Alana Quist Phone: 352 782 8503
Address: 430 W Charlotte Ave E-mail: alanaqu@gmail.com
City: EUSTIS FL 32756 State: FL Zip: 32756

If the property owner is unable to complete this form, list name of person who is authorized to act for the Property Owner and their relationship. _____

Address or location of property where violation exists: 430 W. Charlotte Ave

21-00728 Total Fine: \$657,685
as of 3-31-25

What reduction amount are you requesting: \$ 87.00

On Page 2, explain (in detail) the reason for requesting a reduction of fine and reason original compliance date was not met.

PLEASE NOTE: ENSURE YOUR POSITION IS CLEARLY STATED HEREIN, AS THE BOARD IS NOT OBLIGATED TO HEAR YOUR TESTIMONY AT THE HEARING.

I, Alaina Quist do hereby submit this Application for Reduction of Code Enforcement Fine, and in support offer the following statement:

Also I would like to add that several times I had tenants that turned into squatters & people who just moved into my house when I was gone robbing me blind of all the inventory from my side business & destroying my property. These people have destroyed my life & I just want to get away from them & start over somewhere else. Thank you

(Additional pages may be added if needed) See additional pages

Date: August 25, 2025

State of Florida

County of Lake

Signed:

Print Name:

[Signature]
Alaina Quist

Personally appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Alaina Joyce Quist who first being sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and have each produced a Florida driver's license as identification and did take an oath.

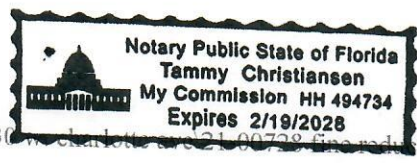
Date: 8.25.2025

[Signature]

Notary Public

My Commission Expires: 2.19.2028

Drivers License No. Q226 885-06-400-0



August 25, 2025

City of Eustis Code Enforcement Division

10 North Grove Street
Eustis, FL 32726

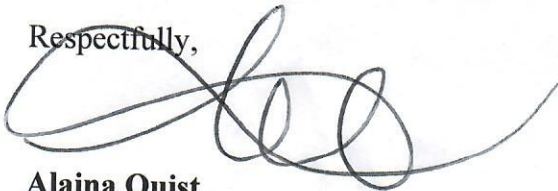
**Subject: Request for Reduction of Code Enforcement Fines – 430 W. Charlotte Avenue,
Eustis, FL 32726**

To Whom It May Concern,

My name is **Alaina Quist**, and I am the owner of the property located at 430 W. Charlotte Avenue, Eustis, Florida. I am writing to respectfully request the City's consideration for a reduction of the fines assessed against this property. Over the past several years, I have faced significant personal hardships that made it extremely difficult to maintain the property to the City's standards. I suffer from serious health issues and a documented disability that has impacted on my ability to keep up with the physical demands of upkeep and repair. In addition, I endured spousal problems and multiple law enforcement interventions that were necessary to resolve a difficult and ultimately harmful marriage. These personal and medical challenges left me unable to properly care for the home, despite my best intentions.

At present, I have sold the property to Cam Pros LLC, who will ensure that all code violations are fully corrected in compliance with City requirements. Considering my circumstances and in the interest of allowing for a fair resolution, I respectfully request that the fines be reduced to six percent (6%) of the agreed sale price, with payment to be made at closing scheduled on or before September 9, 2024. This resolution would bring closure to a difficult period in my life while ensuring that the property is restored for the benefit of the neighborhood and the City of Eustis.

Respectfully,



Alaina Quist

Owner – 430 W. Charlotte Avenue
Eustis, FL 32726

Case No. 21-00728



APPLICATION TO REQUEST A REDUCTION OF ACCRUED CODE ENFORCEMENT FINES

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH. FAILURE TO BE TRUTHFUL IS A VIOLATION OF FLORIDA STATUTES PERTAINING TO PERJURY, WHICH IS A FELONY PUNISHABLE BY UP TO 15 YEARS IMPRISONMENT.

INSTRUCTIONS: Please complete both pages of this form. Be specific when writing your statement. **Please submit the completed notarized application** to the Code Enforcement office located at 51 East Norton Avenue, Eustis, FL, by U.S. Mail at P.O. Drawer 68, Eustis, FL 32727, or email to codeenforcement@ci.eustis.fl.us **no later than 5:00 p.m., Tuesday, September 2, 2025.**

APPLICATION BECOMES VOID IF NOT SUBMITTED BY DEADLINE,
UNLESS AN EXCEPTION IS MADE BY THE CITY.

If the completed form is received by the deadline, the request will be presented to the Code Enforcement Board (CEB) at the next regularly scheduled hearing on **September 8, 2025 at 3:00 p.m. in the City Commission Chambers located in City Hall at 10 North Grove Street.**

SUBMITTAL OF THIS APPLICATION IS NOT A GUARENTEE THAT THE CEB WILL APPROVE

Your attendance is highly recommended. If you fail to attend, the Board may act solely on the presentation by the Code Enforcement Officer.

If the CEB approves the reduction request, the CEB's recommendation will be submitted to the City Commission for approval at their next scheduled meeting before taking effect.

If you have any questions, please call the Code Enforcement Office at (352) 483-5464 or email codeenforcement@ci.eustis.fl.us.

Buyer/Seller Name: CAM PROS, LLC Phone: 321-234-2317
Address: 1800 POMBROOK DRIVE STE 300 E-mail: CAMPROSLCC@GMAIL.COM
City: ORLANDO State: FL Zip: 32810

If the property owner is unable to complete this form, list name of person who is authorized to act for the Property Owner and their relationship. CAM PROS LLC IS THE BUYER

Address or location of property where violation exists: 430 W. Charlotte Ave

21-00728 Total Fine: \$657,685
as of 3-31-25

What reduction amount are you requesting: \$ 8700.00

On Page 2, explain (in detail) the reason for requesting a reduction of fine and reason original compliance date was not met.

PLEASE NOTE: ENSURE YOUR POSITION IS CLEARLY STATED HEREIN, AS THE BOARD IS NOT OBLIGATED TO HEAR YOUR TESTIMONY AT THE HEARING.

I, KEITH LAPRADE do hereby submit this Application for Reduction of Code Enforcement Fine, and in support offer the following statement:

PLEASE ACCEPT OUR RESPONSE TO THIS MATTER. IF YOU HAVE ANY OTHER QUESTIONS PLEASE FORWARD FOR AN IMMEDIATE REPLY.

(SEE ATTACHED)

LETTER

(Additional pages may be added if needed) see additional pages

Date: August 25, 2025

Signed: _____

State of Florida

Print Name: _____

County of Orange

Personally appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Keith LaPrade who first being sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and have each produced a Florida driver's license as identification and did take an oath.

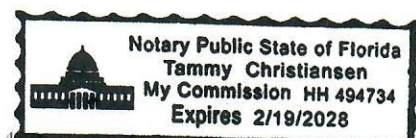
Date: 8-25-2025

J. G. Ct.

Notary Public

My Commission Expires: 2-19-2028

Drivers License No. L163-500-67-344-0



Cam Pros LLC

1800 Pembroke Drive, Suite 300

Orlando, FL 32810

Phone: 321-467-7767

Email: camproslc@gmail.com

Website: cam-pros.org

Date: 8-25-2025

City of Eustis Code Enforcement Division

10 North Grove Street

Eustis, FL 32726


Subject: Request for Fine Reduction – 430 Charlotte Avenue, Eustis, FL

To Whom It May Concern,

Cam Pros LLC, a certified Service-Disabled Veteran-Owned Small Business (SDVOSB), has assumed ownership of the property located at 430 Charlotte Avenue, Eustis, FL. The contract is executed and you have a copy and scheduled to close on or before the 9-9-2025. We respectfully request consideration for a reduction of fines associated with this property, as our firm has taken full responsibility for correcting all outstanding code violations. All necessary repairs, renovations, and updates will be completed in strict compliance with the City of Eustis building codes, Florida Building Code (FBC), and applicable zoning requirements. Furthermore, our approach ensures that the finished work will not only meet safety and structural standards but will also contribute positively to the aesthetic character of the surrounding neighborhood.

Our project management team has developed a corrective action plan that emphasizes both compliance and long-term quality. Cam Pros LLC is committed to coordinating with city inspectors at each stage of the process, ensuring transparency and accountability. Our goal is to deliver a fully compliant, visually appealing, and safe residence that enhances the value of the property and aligns with the City of Eustis's vision for community improvement. We respectfully request that the city take these assurances into account when reviewing the reduction of fines for the prior resident, given that Cam Pros LLC has assumed full responsibility for remediation.

Respectfully submitted,

Keith LaPrade**Jahn LaPrade**
Project Manager
Cam Pros LLCHandwritten signature of Jahn LaPrade, consisting of a stylized 'J' and 'L' followed by a horizontal line.

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: Alaina J. Quist ("Seller"),
 and CamPros LLC ("Buyer"),
 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
 and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 430 Charlotte Ave., Eustis FL 32726
 (b) Located in: Lake County, Florida. Property Tax ID #: 14-19-26-2500-002-33000
 (c) Real Property: The legal description is
EUSTIS, WEST LYNNHURST LOT 330 BLK 2 PB 14 PG 45 ORB 4388 PG 2182

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
 by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s),
 doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access
 devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: N/A

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: N/A

PURCHASE PRICE AND CLOSING\$ 145,000**2. PURCHASE PRICE (U.S. currency):** \$140,000

- (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$100

The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☒ accompanies offer or (ii) ☐ is to be made within 3 (if left
 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
 OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: Joann Vicioso

Address: 233 N Huntclub Blvd., Suite 1001 Phone: 407-765-7018

E-mail: ioanne@cedarwoodtitleservices.com Fax: _____

- (b) Additional deposit to be delivered to Escrow Agent within N/A (if left blank, then 10)
 days after Effective Date \$ —

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ —

- (d) Other: \$ —

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
 transfer or other Collected funds (see STANDARD S) \$144,900

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
N/A, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
 the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
 initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are
 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions ofBuyer's Initials [Signature]

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Seller's Initials [Signature]

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this Contract, the Closing shall occur on OR BEFORE 9-9-2025 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. **ASSIGNABILITY: (CHECK ONE):** Buyer ☒ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

Buyer's Initials

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Seller's Initials

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8(b)(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

Buyer's Initials hr

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Seller's Initials [Signature]

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means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

- ☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or
- ☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed \$ N/A (if left blank, then \$200.00); (B) tax search; and (C) municipal lien search.

- (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

- (e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by N/A at a cost not to exceed \$ -6-. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

Buyer's Initials JB

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Seller's Initials AB

or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

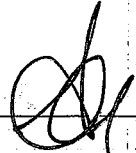
- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

Item 6.3

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|---|--|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> DD. Seasonal/Vacation Rentals |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> FF. Credit Related to Buyers Broker Compensation |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> GG. Sellers Agreement with Respect to Buyers Broker Compensation |
| <input type="checkbox"/> H. Homeowners/Flood Ins | <input type="checkbox"/> V. Sale of Buyer's Property | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> W. Back-up Contract | |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> X. Kick-out Clause | |
| <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> Y. Seller's Attorney Approval | |
| <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> Z. Buyer's Attorney Approval | |
| <input type="checkbox"/> M. Defective Drywall | | |
| <input type="checkbox"/> N. Coastal Construction Control Line | | |

Buyer's Initials

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Serial#: 090994-500173-6175176

Page 11 of 13

Seller's Initials

Form
Simplicity

20. ADDITIONAL TERMS: BUYER AGREES TO PAY ALL CLOSING COSTS.

SELLER AGREES TO VACAT PROPERTY NO LATER THAN AUG 29th.

\$ 2500 MOVE OUT ADVANCE

SEPTEMBER 9th

PAID IN CASH ON 8-21-2025 3:00 PM

SELLER AGREES TO WORK WITH BUYER TO HELP WITH LIEN
REDUCTION PARALLEL.

COUNTER-OFFER

☐ Seller counters Buyer's offer.

[The remainder of this page is intentionally left blank.

This Contract continues with line 610 on Page 13 of 13.]

Buyer's Initials BR

Page 12 of 13

Seller's Initials [Signature]

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Serial#: 090994-500173-6175176

Form
Simplicity

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: 

Date: 9-21-2025

Buyer: _____

Date: _____

Seller: 

Date: 8/21/25

Seller:  Maena Quist

Date: _____

Buyer's address for purposes of notice
Cam Pros LLC 1800 Pembroke Dr. Suite 300
Orlando FL 32810

Seller's address for purposes of notice
430 Charlotte Ave. Eustis FL 32726

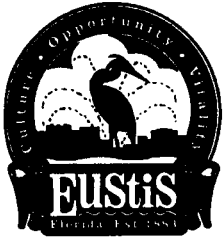
BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

N/A
Cooperating Sales Associate, if any

N/A
Listing Sales Associate

Cooperating Broker, if any

Listing Broker



RETURN TO:
City Clerk
City of Eustis
PO Drawer 68
Eustis, FL 32727



CODE ENFORCEMENT BOARD

CITY OF EUSTIS

STATE OF FLORIDA

CASE #21-00728 (REPEAT)

IN THE MATTER OF: ALAINA J. QUIST

ORDER IMPOSING FINE / LIEN

This matter was heard by the Code Enforcement Board on December 13, 2021 at a Certification of Fine / Lien Hearing based on a prior Order entered in this matter by the Board at its regular meeting on September 13, 2021.

At the September 13, 2021 hearing, the Board took evidence and testimony under oath from the City and gave opportunity to Alaina J. Quist to give evidence and testimony under oath.

Based on the testimony given under oath and relevant evidence presented at the September 13, 2021 meeting, the Board issued its Findings of Fact and Conclusion of Law and thereupon issued its oral Order, which was reduced to writing and furnished to Alaina J. Quist.

Said Order required Alaina J. Quist to take certain corrective action by September 23, 2021, as more specifically set forth in that Order, which was extended to October 25, 2021 on October 11, 2021.

An Affidavit of Non-Compliance, bearing the re-inspection date of October 29, 2021 has been filed by the Code Inspector, which Affidavit certifies under oath that the required corrective action was not taken as ordered.

Accordingly, it having been brought to the Board's attention that Alaina J. Quist has not complied with the order dated September 13, 2021. It is hereby ORDERED that Alaina J. Quist pay to the City of Eustis a repeat violator enforcement fee of \$185, and a daily fine in the amount of \$500 per day beginning August 24, 2021 for each and every day the repeat violation(s) exist(s) and continue to exist at 430 WEST CHARLOTTE AVENUE (EUSTIS, WEST LYNNHURST LOT 330 BLK 2 PB 14 PG 45 ORB 4388 PG 2182, EUSTIS, FL Parcel ID 14-19-26-2500-002-33000), described as:

Objects or items and accumulations placed or left outdoors that could become a breeding place for insects or vermin, or cause unpleasant odors or which is unsightly and an eyesore from adjoining properties or from the public right-of-way.

The City Clerk is hereby ordered to record a certified copy of this Order Imposing Fine / Lien and said Fine shall constitute a Lien against the land on which the violation existed and upon any other real or personal property owned by the violator pursuant to City of Eustis Code of Ordinances Chapter 2 Section 2-131 and Florida Statutes 162.09(3).

CASE #21-00728

Page 2

CERTIFICATION OF VOTE

The vote of the Code Enforcement Board regarding the Findings of Fact, Conclusions of Law, and Order/Imposition of Fine:

<u>Member</u>	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Alan Paczkowski	x		
Stephanie Carder	x		
George Asbate	x		
Karen Sarteles	x		
Richard Bartzel	x		
Ryan Benaglio	x		
Bradley Shelley	x		

DONE AND ORDERED THIS 13TH DAY OF DECEMBER, 2021.

Code Enforcement Board of the City of Eustis, Florida

By: [Signature]
Alan Paczkowski, Chairperson

CERTIFICATE OF SERVICE

I, Clerk of the City of Eustis, hereby certify that this is a true and accurate copy of the Order of Enforcement and that a copy of this order has been sent via First Class mail to ALAINA J. QUIST at 13824 WELLINGTON LANE, GRAND ISLAND, FL 32735 on this 16th day of December, 2021

CITY OF EUSTIS

[Signature]
Mary C. Montez, City Clerk

**STATE OF FLORIDA
COUNTY OF LAKE**

Being an officer duly authorized to administer oaths and take acknowledgments, I HEREBY CERTIFY that on this day personally appeared before me, Mary C. Montez, to me well known and known to me to be the person in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument of the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Eustis, said County and State, this 16th day of, December A.D., 2021.

[Signature]
NOTARY PUBLIC



Lauren Wytwaal
Comm. #GG968179
Expires: March 5, 2024
Bonded Thru Aaron Notary

My Commission expires: 3/5/24
Notary Serial No. GG968179



TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: SEPTEMBER 18, 2025

RE: **FIRST READING**

ORDINANCE NUMBER 25-27 AMENDING AND UPDATING THE CITY'S MUNICIPAL AND UTILITY IMPACT FEES FOR POLICE, FIRE, PARKS AND RECREATION, LIBRARY, WATER AND SEWER BASED ON THE 2025 IMPACT FEE STUDY PREPARED BY RAFTELIS FINANCIAL CONSULTANTS, INC.

Introduction:

On September 18th, 2025 the City Commission held a workshop to review the 2025 Municipal Impact Fee Study and the 2025 Water and Wastewater Capacity Impact Fee Study reports prepared and presented by Raftelis Financial Consultants, Inc. (Raftelis). The purpose of Ordinance Number 25-27 is to approve impact fees for Police, Fire, Parks and Recreation, Library, Water and Sewer services as recommended by Raftelis and to direct staff to implement such fees.

Background:

Impact fees are one-time fees charged on new development within the City. The intent behind impact fees is that the fees are used to fund expansion of infrastructure and services necessitated by that growth. By imposing impact fees, the costs of the growth-related infrastructure and services needed is moved from existing taxpayers to those creating the growth. This approach helps maintain levels of service without economically harming existing taxpayers. Impact fees can only be used for growth and expansion related projects. Impact fees cannot pay for additional staffing but can pay for additional infrastructure, such as a new fire station.

The most recent study for Police, Fire, Parks and Recreation and Library impact fees was conducted by Tindale-Oliver and Associates in 2004 at which time new rates were implemented.

The most recent study for Water and Wastewater impact fees was conducted in 2006 by Public Resources Management Group, Inc.

Due to the length of time since the last impact fee studies, staff determined there was a need for an updated study.

On March 20, 2025 City Commission approved an agreement with Raftelis to perform a study for municipal impact fees to include Police, Fire, Parks and Recreation, Library, Water and Wastewater impact fees. The study took into account economic factors that have occurred since the last fee study to include population growth, inflation, developer agreements, capital projects (5–10-year plan) as well as other economic factors. Raftelis has worked with City staff to produce the report presented on September 18, 2025.

Florida Statutes 163.31801 states that “The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth.”

Florida Statutes dictate that government:

- Calculates the fee based on the most recent and localized data;
- Provide for accounting of revenues and expenditures in a separate accounting fund;
- Limit administrative charges for the collection of impact fees to actual costs;
- Provide notice at least 90 days before the effective date of an increased impact fee;
- Not apply fee increases to current or pending permit applications submitted before the effective date of the fee increase;
- Ensure the fee is proportional and reasonably connected to the need for additional capital facilities and the increased impact generated by new construction;
- Earmark impact fee funds collected for use in acquiring, constructing, or improving capital facilities to benefit new users;
- Does not use fees collected to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to the increased impact generated by new construction.

Per Florida Statutes, there are two different processes for increasing impact fee rates.

Phase-in

Impact fee increases can be no higher than 50%. Increases up to 25% are to be phased-in and implemented in two equal installments over two years. Increases from 25% up to 50% are to be phased-in and implemented in four equal installments over four years. Phased-in increases require a majority (3) vote.

Extraordinary Circumstance

Impact fee increases beyond the phased in amounts can be approved if certain requirements are met. These requirements are:

- A demonstrated need study has been conducted within the 12 months prior to the increase adoption that expressly demonstrates an extraordinary circumstance necessitating the need to exceed the phase-in limitations;
- The City has held at least two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations;
- The impact fee increase is approved by a super-majority (4) vote.

Impact Fee Analysis and Increase Recommendations

Based on the results of the study, Raftelis has recommended a combination of the Phase-in and Extraordinary Circumstance processes for implementing impact fee increases.

Please see attached impact fee studies for recommended impact fee increases for all impact fees.

Police and Fire

Raftelis has recommended the Extraordinary Circumstance increase (more than 50%) for Police and Fire. Taking into account estimated population growth, it has been determined that a Public Safety building will be needed in the not-too-distant future. Based on projected growth, and in order to keep up with current levels of service, it is anticipated that both Police and Fire will have significant capital expenditures and require additional staff by 2035. Additionally, Fire will need at least one additional station strategically located in a geographic area currently underserved.

Parks and Recreation

Raftelis has recommended a four-year phase-in increase for Parks and Recreation. These services do have some future capital investment needs but not enough to warrant them to be considered an Extraordinary Circumstance. Once the Parks and Recreation Master Plan is complete, the impact fees may be re-evaluated at that time.

Library

Raftelis has recommended a two-year phase-in increase for Library impact fees. Given that the library expansion is already in the design phase, it is not anticipated that the Library will need any significant additional capital investment. Library impact fees apply only to residential new construction.

Water and Wastewater Capacity Impact Fees

Raftelis has recommended four-year phase-in increases for Water and Wastewater Capacity Impact Fees. There are currently three separate capacity fees for three different services areas. Raftelis has recommended that these fees be combined into one capacity fee for each service. These services do have some future capital investment needs but not enough to warrant them to be considered an Extraordinary Circumstance. There are potential large developments not contiguous to the City's existing service area that are not considered in the current analysis. Should they be developed, it is likely the developer agreement will dictate that the cost of expanding the existing system will fall on the developer. If the property should become annexed prior to development, the City can review the fees again at that time.

Summary:

Municipal impact fees have not been increased for approximately two decades, leaving a large portion of the economic burden of growth on City taxpayers. Ordinance 25-27 allows for increased impact fees for Police, Fire, Parks and Recreation, Library, Water and Wastewater facilities and services. Approving increased impact fees will shift the burden of costs associated with growth back to those responsible for growth.

Upon approval, per State Statute, the City will provide notice at least 90 days before the effective date of the Ordinance increasing impact fees. Notices will be included on customer bills which state that the City has approved municipal impact fee increases effective January 1, 2026.

Recommended Action:

Staff recommend approval of Ordinance Number 25-27.

Budget/Staff Impact:

There is no anticipated additional impact on staff. The budgetary impact will come during the annual budget process as expansion and growth-related capital projects are discussed for inclusion in the annual budget.

Prepared By:

Lori Carr, Finance Director

Reviewed By:

Mari Leisen, Deputy Finance Director

Attachments:

Ordinance Number 25-27

Business Impact Estimate Eligibility Form for Ordinance Number 25-27

Business Impact Estimate for Ordinance Number 25-27

2025 Municipal Impact Fee Study

2025 Water and Wastewater Capacity Impact Fee Study

ORDINANCE NUMBER 25-27

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, RELATING TO MUNICIPAL IMPACT FEES; AMENDING CHAPTER 2, ARTICLE IV, DIVISION 4 (LAW ENFORCEMENT IMPACT FEES), CHAPTER 38, ARTICLE V (FIRE IMPACT FEES), CHAPTER 58, ARTICLE III (LIBRARY IMPACT FEES), CHAPTER 66, ARTICLE II (PARKS AND RECREATION IMPACT FEES), AND CHAPTER 94, ARTICLE VII (WATER AND WASTEWATER CAPACITY IMPACT FEES) OF THE CODE OF ORDINANCES; ADOPTING UPDATED IMPACT FEES FOR POLICE, FIRE, PARKS AND RECREATION, LIBRARY, AND WATER AND WASTEWATER SERVICES BASED ON THE 2025 MUNICIPAL IMPACT FEE STUDY PREPARED BY RAFTELIS FINANCIAL CONSULTANTS, INC.; MAKING LEGISLATIVE FINDINGS, INCLUDING EXTRAORDINARY CIRCUMSTANCES JUSTIFYING AN EXEMPTION FROM THE PHASE-IN LIMITATIONS OF SECTION 163.31801, FLORIDA STATUTES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND CONFLICTS; AND PROVIDING THAT THIS ORDINANCE SHALL BE ADOPTED PRIOR TO OCTOBER 1, 2025, WITH AN EFFECTIVE DATE OF JANUARY 1, 2026, PURSUANT TO SECTION 163.31801, FLORIDA STATUTES.

RECITALS

WHEREAS, Article VIII, Section 2 of the Florida Constitution and Chapter 166, Florida Statutes, provide municipalities with broad home rule powers, including the authority to impose and collect impact fees; and

WHEREAS, Section 163.31801, Florida Statutes, known as the Florida Impact Fee Act, establishes uniform standards for the adoption of impact fees and requires that such fees satisfy the dual rational nexus test, which requires (1) a reasonable connection between the need for additional capital facilities and the growth generated by new development, and (2) a reasonable connection between the expenditure of impact fee revenues and the benefits received by new development; and

WHEREAS, Section 166.041, Florida Statutes, prescribes the procedures for adoption of ordinances by municipalities, and the City has complied with all such requirements, including preparation and consideration of a Business Impact Estimate pursuant to subsection (4), which was timely posted, considered prior to adoption, and made available for public inspection; and

WHEREAS, the City last updated its water and wastewater impact fees in 2006, and its police, fire, parks and recreation, and library impact fees in 2004, and the existing fee schedules no longer bear a reasonable relationship to the costs of providing capital facilities and services; and

WHEREAS, in 2025, Raftelis Financial Consultants, Inc. prepared the Municipal Impact Fee Study and the Water and Wastewater Capacity Impact Fee Study (collectively, the "Studies"), which analyzed existing and projected levels of service, capital facility needs, and cost allocations for police, fire, parks and recreation, library, water, and wastewater, and which constitute competent substantial evidence supporting the fees adopted herein; and

WHEREAS, the Studies demonstrate extraordinary circumstances justifying exemption from the statutory phase-in requirements of Section 163.31801(6), Florida Statutes, including: (1) a twenty-year lapse since prior updates, (2) significant population growth of approximately 2.3% annually, projected to add over 6,300 residents by 2035, (3) major capital facility needs including a new public safety complex, Fire Station 3, additional fire apparatus, park and library expansions, and (4) insufficient revenues under the current fee schedule to fund required improvements; and

WHEREAS, the City Commission held two publicly noticed workshops on September 18, 2025, and September 29, 2025, to consider the Studies and extraordinary circumstances, in compliance with Section 163.31801(6)(g), Florida Statutes; and

WHEREAS, the City of Eustis 2035 Comprehensive Plan includes: Goal FLU 1 (ensuring services and facilities for new and existing development), Goal CIE 1 and Policy CIE 3.1.4 (requiring new development to bear a proportionate fair share of public improvement costs), Goal REC 1 (ensuring adequate open space and recreational facilities), and Goal ECD 1 (promoting a healthy economy supported by adequate infrastructure), and also establishes specific adopted levels of service, including 2.24 police officers per 1,000 functional population and 4.60 acres of parks per 1,000 residents, which are advanced by this Ordinance; and

WHEREAS, the City Commission finds that adoption of the updated impact fees is necessary and in the best interest of the public health, safety, and welfare, ensures that new development bears a proportionate share of required capital facility costs, and is supported by competent substantial evidence in the record.

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

SECTION 1. Legislative Findings.

The above recitals are incorporated herein as legislative findings of the City Commission.

SECTION 2. Definitions.

For purposes of this Ordinance:

- *Impact Fee Administrator* means the City official designated by the City Manager to administer and enforce impact fee provisions.

- *Development Unit* means a dwelling unit for residential uses, or 1,000 square feet of gross floor area for non-residential uses, unless otherwise defined in the applicable fee schedule.
- *Independent Impact Analysis* means a professionally prepared study submitted by a developer to demonstrate that the impact of a proposed development differs from the assumptions in the Studies.
- *Capital Facilities* means police, fire, parks, library, water, wastewater, and related infrastructure improvements authorized by law and included in the Studies.

SECTION 3. Independent Impact Analysis.

Applicants may submit an Independent Impact Analysis prepared by a qualified professional. The Impact Fee Administrator may accept, reject, or modify such analysis based on competent substantial evidence. Applicants must submit such analysis prior to issuance of a building permit. Decisions of the Impact Fee Administrator may be appealed to the City Commission within thirty (30) days of the determination.

SECTION 4. Amendments to Code of Ordinances.

The Code of Ordinances of the City of Eustis is hereby amended as follows:

Chapter 2, Article IV, Division 4 (Law Enforcement Impact Fees): Repeal existing schedule and adopt Exhibit A (Police Impact Fee Schedule).

Chapter 38, Article V (Fire Impact Fees): Repeal existing schedule and adopt Exhibit B (Fire Impact Fee Schedule).

Chapter 58, Article III (Library Impact Fees): Repeal existing schedule and adopt Exhibit C (Library Impact Fee Schedule).

Chapter 66, Article II (Parks and Recreation Impact Fees): Repeal existing schedule and adopt Exhibit D (Parks and Recreation Impact Fee Schedule).

Chapter 94, Article VII (Water and Wastewater Capacity Impact Fees): Repeal existing schedule and adopt Exhibit E (Water and Wastewater Impact Fee Schedule).

SECTION 5. Collection and Use of Fees.

- Impact fees shall be collected at the time of issuance of a building permit.
- All collections shall be deposited into separate trust funds by category.
- Funds shall be expended solely for capital improvements or debt service necessitated by new development, consistent with the Studies, the dual rational nexus test, and Section 163.31801(7), Florida Statutes.
- No impact fee revenue may be used for operations, maintenance, or replacement of existing facilities.

SECTION 6. Credit for Contributions.

- (a) Developers who dedicate land, design, or construct capital facilities that serve the same functional category as the applicable impact fee shall receive a credit equal to the fair market value of such contribution.
- (b) Credits shall not exceed the total impact fee due for the same category.
- (c) Applications for credits must be submitted prior to issuance of a building permit.
- (d) Fair market value shall be established by an MAI-certified appraisal or other methodology approved by the City.
- (e) Any disputes concerning credits shall be resolved by the City Commission after recommendation from the Impact Fee Administrator.
- (f) The City Commission may adopt by resolution additional administrative procedures governing credits.

SECTION 7. Notice Compliance.

Notice of this Ordinance and the updated fee schedules shall be provided at least ninety (90) days prior to the effective collection date, in compliance with Section 163.31801, Florida Statutes. Proof of publication shall be retained by the City Clerk.

SECTION 8. Accounting, Reporting, and Audit.

- (a) The City Finance Department shall maintain separate accounts for each impact fee category.
- (b) An annual report shall be prepared and presented to the City Commission summarizing collections, expenditures, and balances.
- (c) Reports shall be made available to the public in accordance with Chapter 119, Florida Statutes (Public Records Law).
- (d) Impact fee accounts shall be subject to annual independent audit.

SECTION 9. Comprehensive Plan Consistency.

The City Commission finds and declares that this Ordinance is consistent with the City of Eustis 2035 Comprehensive Plan, including but not limited to: Goal FLU 1, Goal CIE 1, Policy CIE 3.1.4, Goal REC 1, and Goal ECD 1, and furthers implementation of adopted levels of service and capital improvement policies.

SECTION 10. Review and Adjustments.

The City Commission shall review the impact fee schedules at least once every five (5) years, or sooner if warranted by updated data, capital plans, or growth trends. Interim adjustments may be made by resolution using recognized inflationary indices such as the CPI or ENR CCI. No impact fee shall be increased more often than once every four (4) years, except as permitted by Section 163.31801(6), Florida Statutes, when extraordinary circumstances are demonstrated. The City shall also re-evaluate its fees upon substantial changes in population projections, development trends, or capital improvement planning.

SECTION 11. Consideration of Alternatives.

The City Commission considered less costly regulatory alternatives and determined that they would be insufficient to fund the capital facility needs identified in the Studies. Adoption of the updated impact fees is therefore the most reasonable and effective regulatory approach.

SECTION 12. Codification.

It is the intent of the City Commission that this Ordinance be codified into the Code of Ordinances of the City of Eustis, and that the sections of this Ordinance may be renumbered or re-lettered to achieve such codification.

SECTION 13. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid, such holding shall not affect the validity of the remaining portions, to the fullest extent permitted by law.

SECTION 14. Conflicts.

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

SECTION 15. Effective Date and Implementation.

This Ordinance shall be adopted prior to October 1, 2025, and shall be effective upon adoption for legal purposes. In compliance with Section 163.31801, Florida Statutes, the updated impact fees adopted herein shall apply only to building permits issued on or after January 1, 2026. For avoidance of doubt, the "legal effective date" of this Ordinance is the date of adoption, while the "collection/implementation date" for impact fees is January 1, 2026. Any legal action challenging this Ordinance shall be filed exclusively in the Circuit Court of Lake County, Florida.

PASSED, ORDAINED AND APPROVED in Special Session of the City Commission of the City of Eustis, Florida, this 29th day of September, 2025.

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

WILLIE L. HAWKINS
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

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

The foregoing instrument was acknowledged before me by means of ☐ electronic notarization or ☐ physical presence this 29th day of September 2025 by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public – State of Florida

My Commission Expires: _____

Notary Serial No. _____

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-27 is hereby approved, and I hereby certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Appendix: Exhibits A–E – Impact Fee Schedules

Exhibit A – Police Impact Fee Schedule

Land Use	Impact Unit	Fee
Single Family Dwelling Unit	Per Unit	\$746.00
Multi-Family Dwelling Unit	Per Unit	\$521.00
Industrial/Warehousing	Per 1,000 Sq Ft	\$34.00
Hotel/Motel/Inn	Per Room	\$194.00
Church/Institutional	Per 1,000 Sq Ft	\$62.00
Hospital	Per 1,000 Sq Ft	\$689.00
Office Building	Per 1,000 Sq Ft	\$292.00
Retail	Per 1,000 Sq Ft	\$727.00
Restaurant/Bar/Lounge	Per 1,000 Sq Ft	\$1,836.00
Assisted Living Facilities	Per Bed	\$234.00

Exhibit B – Fire Impact Fee Schedule

Land Use	Impact Unit	Fee
Single Family Dwelling Unit	Per Unit	\$1,230.00
Multi-Family Dwelling Unit	Per Unit	\$859.00
Industrial/Warehousing	Per 1,000 Sq Ft	\$57.00
Hotel/Motel/Inn	Per Room	\$320.00
Church/Institutional	Per 1,000 Sq Ft	\$103.00
Hospital	Per 1,000 Sq Ft	\$1,135.00
Office Building	Per 1,000 Sq Ft	\$482.00
Retail	Per 1,000 Sq Ft	\$1,199.00
Restaurant/Bar/Lounge	Per 1,000 Sq Ft	\$3,026.00
Assisted Living Facilities	Per Bed	\$386.00

Exhibit C – Library Impact Fee Schedule

Land Use	Impact Unit	Year 1	Year 2
Single Family Dwelling Unit	Per Unit	\$294.00	\$295.00
Multi-Family Dwelling Unit	Per Unit	\$207.00	\$207.00

Exhibit D – Parks and Recreation Impact Fee Schedule

Land Use	Impact Unit	Year 1	Year 2	Year 3	Year 4
Single Family Dwelling Unit	Per Unit	\$673.95	\$748.64	\$823.32	\$898.00
Multi-Family Dwelling Unit	Per Unit	\$481.79	\$535.19	\$588.60	\$642.00

Exhibit E – Water and Wastewater Capacity Impact Fee Schedule

Service	Impact Unit	2026	2027	2028	2029
Water Capacity Impact Fee	Per ERU	\$936.25	\$1,018.50	\$1,100.75	\$1,183.00
Wastewater Capacity Impact Fee	Per ERU	\$3,001.50	\$3,335.00	\$3,668.50	\$4,002.00

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	25-27
Ordinance Subject	Municipal Impact Fees
Legal Advertising Date	September 14, 2025
First Reading On	9/18/2025
Second Reading On	9/29/2025

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, RELATING TO MUNICIPAL IMPACT FEES; AMENDING CHAPTER 2, ARTICLE IV, DIVISION 4 (LAW ENFORCEMENT IMPACT FEES), CHAPTER 38, ARTICLE V (FIRE IMPACT FEES), CHAPTER 58, ARTICLE III (LIBRARY IMPACT FEES), CHAPTER 66, ARTICLE II (PARKS AND RECREATION IMPACT FEES), AND CHAPTER 94, ARTICLE VII (WATER AND WASTEWATER CAPACITY IMPACT FEES) OF THE CODE OF ORDINANCES; ADOPTING UPDATED IMPACT FEES FOR POLICE, FIRE, PARKS AND RECREATION, LIBRARY, AND WATER AND WASTEWATER SERVICES BASED ON THE 2025 MUNICIPAL IMPACT FEE STUDY PREPARED BY RAFTELIS FINANCIAL CONSULTANTS, INC.; MAKING LEGISLATIVE FINDINGS, INCLUDING EXTRAORDINARY CIRCUMSTANCES JUSTIFYING AN EXEMPTION FROM THE PHASE-IN LIMITATIONS OF SECTION 163.31801, FLORIDA STATUTES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND CONFLICTS; AND PROVIDING THAT THIS ORDINANCE SHALL BE ADOPTED PRIOR TO OCTOBER 1, 2025, WITH AN EFFECTIVE DATE OF JANUARY 1, 2026, PURSUANT TO SECTION 163.31801, FLORIDA STATUTES.

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

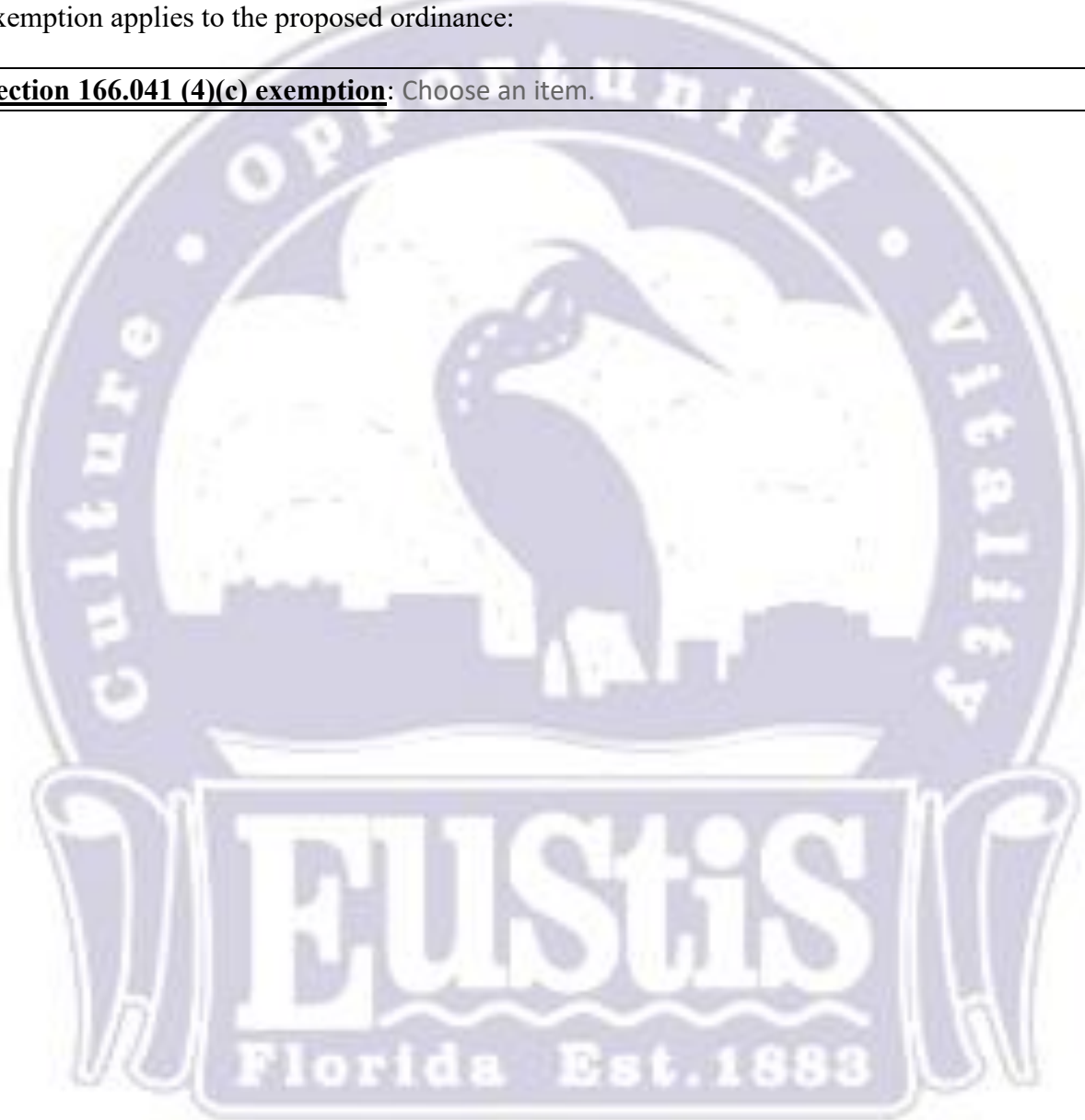
- ☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; a Business Impact Estimate is NOT required and therefore not provided.
- ☐ The City has determined the statutory exemption identified below applies to the proposed ordinance; however, the City has 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: Choose an item.



BUSINESS IMPACT ESTIMATE

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

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

Proposed Ordinance 25-27 adopts and codifies increases to the City's municipal impact fees as recommended by Raftelis Financial Consultants, Inc., a local government and utility management consulting firm. Impact fees are one-time charges imposed on new construction to fund the infrastructure and services necessitated by that growth. Water and wastewater utility impact fees have not been increased since 2006. Police, Fire, Parks and Recreation, and Library municipal impact fees have not been increased since 2004.

The purpose of the ordinance is to ensure that growth pays its fair share for public facilities needed to serve new development. Increasing impact fees will help fund essential capital projects in water, wastewater, police, fire, parks, and libraries. This will protect the public health, safety, and welfare by maintaining adequate service levels, avoiding overburdening existing infrastructure, and reducing the financial burden on current taxpayers.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
 - (a) An estimate of direct compliance costs that businesses may reasonably incur.

The proposed ordinance will primarily affect developers, builders, and businesses engaged in new construction or expansion. The extent of the impact will vary depending on the type, size, and intensity of development.

For example:

- A new single-family residence will pay approximately \$ 2,762.78 more in impact fees compared to current rates.
- A 10,000 square foot commercial retail building will pay approximately \$10,579.40 more in impact fees compared to current rates.
- A 50-unit multifamily residential development will pay approximately \$112,132.00 more in impact fees compared to current rates.

Based on historical permitting activity, the City processes approximately 137 new commercial and residential building permits annually. Applying the revised fee schedule, the aggregate annual increase in private sector costs is estimated at \$433,217.20.

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

No new categories of fees are being imposed. The ordinance only updates existing impact fee amounts.

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

The City does not expect any additional regulatory or administrative costs associated with adoption of this ordinance. Collection of impact fees will continue under existing procedures.

The City anticipates generating approximately \$ 433,217.20 annually in additional impact fee revenues. These revenues will be allocated to growth-related capital improvements and will partially or fully fund needed expansion projects.

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

Based on recent development activity, the City issues approximately 7 commercial permits and 130 residential permits annually. Assuming similar trends continue, an estimated 7 businesses may be directly impacted by the revised impact fees each year through new construction or expansion.

Existing businesses that do not undertake new development or expansion will not be affected by the ordinance.

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

The proposed ordinance is expected to benefit the community as a whole by ensuring that the costs of growth are equitably distributed, reducing the financial burden on current residents and businesses, and enabling the City to maintain or improve service levels. The increases align the City's fees with comparable jurisdictions and industry best practices, as reflected in the Raftelis study.

City of **Eustis**

2025 Municipal Impact Fee Study

September 11, 2025



September 11, 2025

Mrs. Lori Carr
Finance Director
City of Eustis
10 N. Grove St
Eustis, FL 32726

Subject: 2025 Municipal Impact Fee Study

Enclosed is the 2025 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the impact fees and additional background information. This report outlines the extraordinary circumstances faced by the City in regard to providing the necessary capital improvements to meet additional demands resulting from growth. Implementing the fees as calculated will help minimize the burden of funding growth related projects on existing residences and businesses. If you should have any questions, please do not hesitate to contact me. We appreciate the opportunity to work with you and the City on this important project.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.



Joe Williams
Senior Manager



Michelle Galvin
Senior Consultant

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List of Exhibits

- Exhibit 1: Existing Non-Residential Land Uses
- Exhibit 2: Residential Functional Population
- Exhibit 3: Non-Residential Functional Population
- Exhibit 4: F.S. 163.31801 – Florida Impact Fee Act

Executive Summary

Introduction

The City of Eustis has retained Raftelis Financial Consultants, Inc. (Raftelis) to review and update the City's police, fire/EMS, parks and recreation, and library impact fees. Impact fees are important sources of revenue for municipalities to fund infrastructure investments related to serving growth. The impact fee calculations are based on the costs to provide infrastructure to address needs related to growth based on data specific to each service and related to the City's characteristics. The calculated impact fees set forth in this study reflect Florida case law, Florida Statutes, and generally acceptable impact fee methodologies, where applicable.

The report herein outlines the methodologies, assumptions, and considerations in the development of each impact fee calculation. The following tables summarize the City's existing residential municipal impact fees compared to the fully calculated impact fees based on the analysis in this report:

Table ES 1: Existing and Calculated Single Family Residential Impact Fees

Description	Existing	Proposed Fee [1]	Difference	% Difference
Police	\$137.98	\$746.00	\$608.02	441%
Fire	146.72	1,230.00	1,083.28	738%
Parks and Recreation	599.27	898.00	298.73	50%
Library	293.00	295.00	2.00	1%
Total	\$1,176.97	\$3,169.00	\$1,992.03	169%

[1] The parks and recreation impact fee is proposed to be phased in over four years, and the library impact fee is proposed to be phased in over two years. Amounts represent the fully phased-in impact fee.

In accordance with the Florida Impact Fee Act (F.S. 163.31801 section (6)) that provides limitations on increasing impact fees, outside of extraordinary circumstances, the following tables demonstrate the fee levels that are recommended for adoption by the City for both residential and non-residential developments. The extraordinary circumstances include recent large inflationary cost increases, additional capital improvements based on accelerated population growth expected in the next several years, and the geographic expansion of development resulting in the need for more facilities to continue providing high levels of service. As shown below, the police and fire impact fees demonstrate significant and extraordinary capital needs that justify having the fully calculated fees implemented. Additional tables and discussion, including extraordinary circumstances as applicable are provided in Sections 3 and 4 of this report.

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Table ES 2: Calculated Police Impact Fees

Land Use	Impact Unit	Calculated Impact Fee
Residential		
Single Family	Dwelling Unit	\$746.00
Multi-Family	Dwelling Unit	521.00
Non-Residential		
Industrial/Warehousing	1,000 Sq Ft	\$34.00
Hotel/Motel/Inn	Rooms	194.00
Church / Institutional	1,000 Sq Ft	62.00
Hospital	1,000 Sq Ft	689.00
Office Building	1,000 Sq Ft	292.00
Retail	1,000 Sq Ft	727.00
Restaurant/Bar/Lounge	1,000 Sq Ft	1,836.00
Assisted Living Facilities	Beds	234.00

Table ES 3: Calculated Fire Impact Fees

Land Use	Impact Unit	Calculated Impact Fee
Residential		
Single Family	Dwelling Unit	\$1,230.00
Multi-Family	Dwelling Unit	859.00
Non-Residential		
Industrial/Warehousing	1,000 Sq Ft	\$57.00
Hotel/Motel/Inn	Rooms	320.00
Church / Institutional	1,000 Sq Ft	103.00
Hospital	1,000 Sq Ft	1,135.00
Office Building	1,000 Sq Ft	482.00
Retail	1,000 Sq Ft	1,199.00
Restaurant/Bar/Lounge	1,000 Sq Ft	3,026.00
Assisted Living Facilities	Beds	386.00

Table ES 4: Calculated Parks Impact Fees

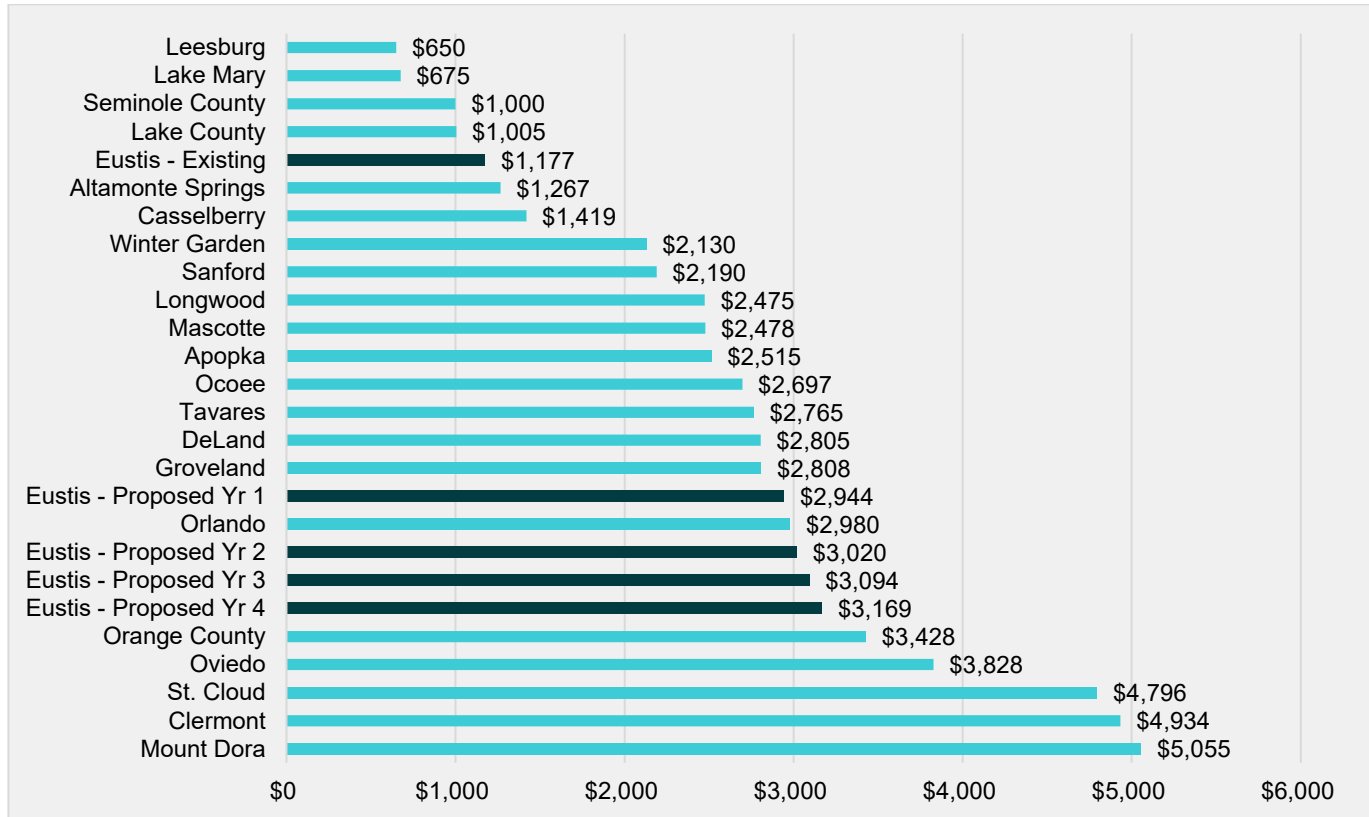
Land Use	Impact Unit	Calculated Impact Fee			
		Year 1	Year 2	Year 3	Year 4
Residential					
Single Family	Dwelling Unit	\$673.95	\$748.64	\$823.32	\$898.00
Multi-Family	Dwelling Unit	481.79	535.19	588.60	642.00

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Table ES 5: Calculated Library Impact Fees

Land Use	Impact Unit	Calculated Impact Fee	
		Year 1	Year 2
Residential			
Single Family	Dwelling Unit	\$294.00	\$295.00
Multi-Family	Dwelling Unit	207.00	207.00

A comparison of the City's existing and calculated fees with other municipalities are shown below for informational purposes:

Figure ES 1: Single Family Municipal Impact Fee Comparison

The City currently charges non-residential development based on land use per square foot for both police and fire. Exhibit 1 shows the existing non-residential land use categories. This report reviews the existing land use categories and makes suggestions on adding or removing some land use categories.

Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during our investigation, analyses, and preparation of this report:

1. The imposition of impact fees must satisfy the rational nexus requirements as determined by case law. The impact fees must be reasonably related to the capital cost of providing capital facilities/equipment needed to accommodate needs attributable to new growth. The impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by

the City, the calculated impact fees are designed to meet these precedents and the requirements set forth in Florida Statutes Section 163.31801.

2. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees, subject to meeting all provisions of F.S. 163.31801. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally to maintain the calculations herein in correct proportion. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources to meet the demands of growth.
3. Should the City move forward with adopting the fees as calculated, with new land uses, and fee amounts that will exceed the 50% increase limitations outlined in F.S. 163.31801, all requirements of the Statute should be met including holding two publicly noticed workshops dedicated to discussing the extraordinary needs.
4. In compliance with Florida Statutes the City should continue to collect and maintain revenue collected from each type of municipal impact fee in designated sub-accounts and use such fees on those facilities designated for each purpose.
5. The City should re-evaluate its municipal impact fees by 2030 to maintain compliance with state statutes and since statutes now limit impact fee increases to no more than every four years.

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Section 1 – Introduction

Introduction

The City of Eustis (the City) is situated in central Florida northwest of Orlando. Located in Lake County, the City has a total area of approximately 13 square miles. The City provides a full range of municipal services, including police services, fire rescue services, recreation activities, and library services. Based upon recent demographic data from the Florida Housing Clearing House and discussions with staff, the City's population is estimated at 24,679 as of 2025. Based on discussions with City staff, the City is expected to experience a strong growth rate of 2.3% compounded annually through 2035. It is estimated that the City's population will be 31,009 by 2035.

Impact Fee Background

Impact fees are one-time charges established as a means to recover in whole or in part, the costs associated with infrastructure and capital equipment needed to accommodate the demands anticipated to be generated by new development. Such capital costs generally include the construction of facilities together with necessary land costs. However, recent changes to Florida Statutes governing impact fees require a minimum of a five (5) year service life and therefore the impact fee calculations herein include only assets that meet this minimum. Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, in 2006, Section 163.31801 was added to the Florida Statutes, which placed specific requirements and limitations on that home rule authority. This statute has been amended several times since its initial adoption, including significant additional provisions in 2021 and 2024 such as limiting the percentage increase for a change in impact fees. Additional changes are also to take effect January 1, 2026. Exhibit 4 at the end of the report includes the full Florida impact fee statute.

Although the statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Case law precedent for impact fees in Florida was originally set in the landmark Florida Supreme Court decision, Contractors and Builders Association of Pinellas County vs. City of Dunedin, Florida. In the ruling, the court identified certain conditions as necessarily present in order to have a valid impact fee. In general, the court decision addressed the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;
3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and
4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds

collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Impact Fee Methods

There are three general methods for calculating impact fees. The choice of method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: 1) determining the cost of development-related capital improvements and 2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating impact fees and how those methods can be applied.

Cost Recovery (Past Improvements)

The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

Incremental Expansion (Concurrent Improvements)

The incremental expansion method documents current infrastructure standards for each type of public facility, using both quantitative and qualitative measures. New development pays its proportionate share to maintain current standards. This approach assumes there is no existing infrastructure deficiency or surplus capacity. Impact fee revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.

Plan-Based Fee (Future Improvements)

The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan or capital improvement plan and development potential is identified by a land use plan. There are two options for determining the cost per service unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in service units over the planning timeframe (marginal cost).

Hybrid Fee (Past Improvements And Future Improvements)

The hybrid method provides for a combination of the Cost Recovery and Plan-Based approaches. New development and re-development can occur throughout the entire City and may ultimately receive service from existing assets and infrastructure, or from new infrastructure based on the location of existing infrastructure and capacity available. As the City evaluates its ability to provide municipal services to new development it may

identify new facilities, or upgrades and expansions to existing facilities. Many cities operate the municipal services, such as police, fire, parks, and library, as a city-wide operation where it is not practical to identify separate service areas. As such, the Hybrid approach is used to charge new development and redevelopment based on the average cost for providing the necessary municipal facilities, between past improvement and future improvements.

City of Eustis Methodology

The hybrid fee methodology has been utilized in the development of the police, fire and rescue, parks and recreation, and library impact fee calculations as the City has made significant investments into the existing infrastructure and has plans for future investments that benefit new development.

Summary of Report

In addition to Section 1, this report has been subdivided into five (5) other sections. The following is a brief discussion of the remaining sections included in this report.

- Section 2 – Service Area and Functional Population. This section of the report provides a general discussion of the residential and non-residential land use characteristics, and development of functional population estimates for both existing and future development.
- Section 3 – Police Services Impact Fee. This section includes the calculation of the calculated impact fee for the capital requirements associated with providing police services, the methodology for the calculated fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.
- Section 4 – Fire/Rescue Impact Fee. This section discusses the calculation of the calculated impact fee for the capital requirements associated with providing fire/rescue services, the methodology for the calculated fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.
- Section 5 – Parks and Recreation Impact Fee. This section discusses the development of the calculated impact fee for the capital requirements associated with providing parks and recreation, the methodology for the calculated fees, assumptions and other factors associated with the fee determination. Parks and recreation impact fees apply only to residential development.
- Section 6 – Library Impact Fee. This section includes the calculation of the calculated impact fee for the capital requirements associated with providing library services, the methodology for the calculated fees, assumptions and other factors associated with the fee determination. Library impact fees apply only to residential development.

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Section 2 – Service Area and Functional Population

General

This section provides a general discussion of the current service area, population, and functional population factors.

Population and Development Forecast

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing population and future growth projections. Based upon recent demographic data published by the Florida Housing Data Clearing House (FHDC), the City's population is estimated at 24,679 as of 2025. Based on current development plans provided by City staff, the City is expected to experience strong growth through 2035. It is estimated that the population will be 31,009 by 2035, representing an average growth rate of 2.3% compounded annually over the next ten-years.

Property data, which was obtained from the Lake County Property Appraiser and provides details on the number of parcels and square feet by land-use within City limits, was used in conjunction with five-year historic housing characteristics obtained from the U.S. Census Bureau. In total, there are an estimated 8,951 residential dwelling units (including single family and multi-family) developed in the City along with approximately 3,215,164 square feet (SF) of non-residential building space. Based on the 8,951 residential dwelling units estimated from the property appraiser along with the Census data and the 2025 population estimate of 24,679, there are on average 2.76 persons per residential dwelling unit (PPDU), with single family homes having 2.98 PPDU, and multi-family having 2.08 PPDU.

Functional Population Parameters

A goal of the impact fee study is to assign the capital costs associated with each service provided to new development. Two primary methods of allocating costs include 1) actual service calls based on historical records; and 2) population figures weighted and adjusted for time spent at various land uses based on traffic and other data, often referred to as “functional population”. This study uses the functional population method that allocates costs using population figures weighted and adjusted for time spent at various land uses based on traffic and other data. The functional population analysis typically relies on trip data obtained through survey sources. Trip data is readily available from sources such as the Institute of Transportation Engineers (ITE) and is widely accepted for the purpose of identifying functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. Functional population measures the number of persons at a particular location measured over a 24-hour period. For example, for single family residential a typical functional population would reflect a person at home 100 hours per week (e.g. 10-14 hours per day during weekdays and 20 -30 hours during the weekend). Based on 168 hours per week, this equates to 60% occupancy or 0.6 functional population per resident. Applying this factor to the average household size throughout the City of 2.76 persons equates to 1.66 functional population per residential unit. For impact fee application purposes, the City currently charges single family detached, single family attached, multi-family, and mobile homes a fee per unit. Based on a review of the U.S. Census data, it is recommended this fee application methodology be modified and updated. It is recommended to eliminate the separate single family attached fee and mobile home fee and incorporate them with the single family detached fee into a general single

family classification. Table 1 summarizes the existing single family and multi-family residential functional population with details shown in Exhibit 1.

Table 1: Residential Functional Population

Housing Type	2025 Population [1]	2025 Housing Units [2]	Average Housing Unit Size	Occupancy Factor [3]	Functional Population/U nit	2025 Functional Population
		(a)	(b)	(c)	(b) x (c) = (d)	(a) x (d)
Single Family	20,106	6,756	2.98	60.0%	1.79	12,093
Multi-Family	4,573	2,195	2.08	60.0%	1.25	2,744
Total	24,679	8,951	2.76	60.0%	1.66	14,837

[1] Population comes from the 2025 FHDC estimates. The breakout between single family and multi-family is based on the Census Bureau Table B25032 5-Year Tenure by Units in Structure for years 2019 – 2023 and Census Bureau Table B25033 5-Year Total Population in Occupied Housing Units by Tenure by Units in Structure for years 2019 – 2023.

[2] 2025 housing units estimated using the Lake County Property Appraiser data as obtained in August 2025.

[3] Amount assumes 100 hours spent at home out of a 168-hour week.

For non-residential land uses, the functional population is determined through the process of applying the following attributes to each land use, typically measured per 1,000 square feet (i.e., per unit): 1) trips per unit and employees staffed per unit; 2) trip end adjustment; 3) hours worked by employees; 4) occupants per trip; 5) number of visitors, visitor hours, and visitor hours per week. Trip and employee data are primarily obtained from the ITE manual (11th Edition, 2021), and visitors and other data is obtained from sources including the 2022 National Household Travel Survey (U.S. Department of Transportation). The City currently charges impact fees to non-residential development for police and fire services based on forty-three (43) land-use distinctions as detailed in Exhibit 1. It is recommended that the City reduce the existing non-residential land uses to the calculated eight (8) land uses as shown in Table 2.

Table 2: Non-Residential Functional Population

Land Use	Building SF	2025 Functional Population
Industrial/Warehousing	446,000	46
Hotel/Motel/Inn	4,832	37
Church/Institutional	508,769	96
Hospital	213,466	444
Office Building	270,949	239
Retail	1,511,812	3,320
Restaurant/Bar/Lounge	136,763	758
Assisted Living Facilities	122,573	298
Total	3,215,164	5,238

At the end of this section there is a general description of each land use and examples of what types of developments would be recognized in each category.

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing and future development. The table below summarizes the expected residential growth in the City by year 2035, which will serve as the primary basis for cost allocations, future functional population, and impact fee levels.

Table 3: Residential Functional Population Growth

Housing Type	2025 Functional Population [1]	Functional Population / Unit [1]	2035 Households [2]	2035 Functional Population
Single Family	12,093	1.79	8,489	15,195
Multi-Family	2,744	1.25	2,758	3,448
Total	14,837	1.66	11,247	18,643

[1] Amounts as shown in Table 1.

[2] Growth in household estimated using current development plans provided by the City.

As seen above, the single family residential functional population increased by 3,102 from 12,093 to 15,195 and the multi-family residential functional population increased by 704 from 2,744 to 3,448 by 2035.

Table 4: Non-Residential Functional Population Growth

Year	Building Square Feet [1]	Functional Population [2]
2025	3,215,164	5,238
2035	4,216,795	6,870

[1] Growth in non-residential square footage is based on the same annual growth rate as applied to residential development.

[2] Functional population as detailed in Exhibit 3.

As shown above, the 2025 non-residential functional population is 5,148 and is forecast to grow by 1,632 to 6,870 by 2035. The projected 2035 building square foot additions is based on the same growth rate as used for residential development.

The following summarizes the existing and projected functional population:

Table 5: Summary of Functional Population

Land Use	2025 Functional Population	2035 Functional Population
Residential	14,837	18,643
Non-Residential	5,238	6,870
Total	20,075	25,513

The functional population assumptions used from ITE are representative of national averages. In order to localize the functional population estimates, the data is weighted using the 2022 Inflow/Outflow Report from the US Census that is specific to the City. The 2022 version of this report is the most current information available at the time of this study. The Census inflow/outflow report shows how many residents work inside and outside of the City daily as well as how many non-residents work inside the City.

According to the Inflow/Outflow Report, there are 10,493 residents from the City in the workforce. Of those, 871 work within the City and the other 9,622 work outside of the City. Using an estimated 2022 population of 23,595 from The University of Florida Bureau of Economic and Business Research (BEBR), it can be assumed that 13,102 residents are not working. It is assumed that a resident not working would spend 20 hours at home and that residents working would spend 14 hours at home. This would give a total of 408,942 residential hours (hours spent at home).

Table 6: Functional Population Weighting Residential Hours

Description	Population	Demand Hours/Day	Person Hours
	(a)	(b)	(c) = (a) x (b)
2022 Population [1]	23,595		
Residential			
Residents Not Working [2]	13,102	20	262,040
Residential Work Force			
Works Inside City [3]	871	14	12,194
Works Outside City [3]	9,622	14	134,708
Total Residential Hours			408,942
Residential Share of Person Hours			77.4%
Non-Residential			
Residents Not Working [2]	13,102	4	52,408
Jobs Located in City			
Residents Working in City [3]	871	10	8,710
Non-resident Workers (inflow commuters) [3]	5,852	10	58,520
Total Non-Resident Hours			119,638
Non-Residential Share of Person Hours			22.6%
Total Person Hours Within the City			528,580

[1] Population based on 2022 population estimates published by BEBR.

[2] Amount derived from subtracting the Residential Work Force from the 2022 population.

[3] Amount comes from US Census 2022 Inflow/Outflow Count for All Jobs Report.

As shown on the table above, Residential Hours account for 77.4% (408,942 / 528,580) of total daily hours spent within the City and the Non-Residential Hours accounts for 22.6% (119,638 / 528,580). These percentages are used to allocate the capital costs for police and fire impact fee calculations between residential and non-residential development for cost recovery purposes.

Some of the capital projects considered in this study are anticipated to serve growth beyond the next ten years. Assuming that the City will experience a similar amount of growth between the years of 2035 to 2045, it is anticipated that the City's population will be 37,340 by 2045. This would represent a growth in population of 6,330 beyond the 2035 population of 31,009. Using the population estimates at 2025, 2035, and 2045, approximately 17% (6,330 / 37,340) of the 2045 population would be added between 2035 and 2045. Using this amount of 20.0%, as rounded up slightly to maintain a conservative approach, a portion of the relevant capital projects are allocated to future population growth beyond 2035.

Below is a list of the residential and non-residential land uses and general descriptions:

- Single Family – Generally includes single family detached housing, town houses, duplexes, and residential buildings with less than five (5) dwelling units and mobile home units.
- Multi-Family – This land use includes residential buildings with five (5) or more dwelling units.
- Industrial / Warehousing (ITE 150) – Food processing facilities, commercial bakeries, medical equipment and supply, plastic products, rubber products, textile products, metal fabricated products,

wood products, pharmaceutical and medicine products, storage facilities, warehousing, wholesale trade, etc.

- Hotel / Motel / Inn (ITE 310) – Places of lodging including hotels and motels of various sizes, amenities, and offerings.
- Church / Institutional (ITE 560) – Generally includes religious institutions, schools, daycares, and medical facilities.
- Hospital (ITE 610) – An institution with medical or surgical care and overnight accommodations.
- Office (ITE 710) – Business or professional offices, call centers, bank and financial offices, counseling offices, medical or dental offices, real estate businesses, investigative services, call centers, etc.
- Retail / Commercial (ITE 820) – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, banks, auto repair shops, and similar stores.
- Restaurant / Bar / Lounge (ITE 932) – This land use includes various types of restaurants and dining establishments such as fast food restaurants, casual dining, fine dining, coffee shops, and fast casual dining.
- Assisted Living Facilities – Generally consists of assisted living facilities including senior adult housing, congregate care facilities, nursing homes, and similar land uses.

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Section 3 – Police Impact Fee

Introduction

The City maintains a Police Department (Police Department) to provide law enforcement services and ensure the safety and well-being of the community and residents of the City. The Police Department currently staffs 46.0 sworn officers, including the police chief, and 13.0 civilian support positions to serve the City's existing population of 24,679.

As the City continues to grow, the demand for law enforcement services will increase, causing a need for additional sworn officers and vehicles. While actual staffing levels will be determined annually based on the number of calls and other level of service benchmarks, this analysis assumes that as development occurs, the number of officers will grow proportionately. This section provides an analysis for the City's consideration regarding the design of a police impact fee based on the costs to meet demands from growth.

Existing Impact Fees

The City currently charges police impact fees for new development within the City limits based on the classification of development: residential or non-residential. The City's existing fees are distinguished between residential and non-residential with four (4) residential land uses and forty-three (43) non-residential land uses identified. The Table below illustrates the fees charged for residential by type of development. Exhibit 1 at the end of this report includes a list of all existing non-residential land use categories.

Table 7: Existing Police Impact Fees

Description	Impact Unit	Existing
Residential		
Single Family Detached	Dwelling Unit	\$137.98
Single Family Attached	Dwelling Unit	105.16
Multi-Family	Dwelling Unit	98.64
Mobile Home	Dwelling Unit	90.03

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Existing Resources and Level of Service

As mentioned previously, the City currently has 46 sworn officers along with 13 necessary support personnel. The staffing is as follows:

Table 8: Current Sworn Officer Staffing

Position	Staffing
Sworn Officers	
Chief of Police	1.0
Captain	2.0
Lieutenant	1.0
Sergeant	6.0
Corporal	4.0
Senior Police Officer	10.0
Police Officer	21.0
Part-Time Officer	1.0
Total Sworn Officers	46.0
Total Civilian	13.0
Total Police Personnel	59.0

The City's Police Department consists of 59.0 full-time equivalent (FTE) positions. With 45 full time police personnel after excluding the police chief and civilian staff, the current level of staffing achieves a Level of Service (LOS) of 1.82 officers per 1,000 population within the City's limits based on the 2025 population of 24,679. Additionally, since the impact fee methodology is based on functional population, the calculated LOS is 2.24 officers per 1,000 functional population based on the existing 20,075 functional population. While the police staffing uses a much more complex methodology based on demand, types of calls, large events and gatherings, growth expectations, area densities, types of developments, etc. the LOS is used for impact fee purposes to identify equitable allocations of the capital assets between existing and future development. The calculated impact fee will be designed to maintain the ratio of 2.24 officers per 1,000 functional population. Therefore, based on the projected 2035 functional population of 25,513, an additional 12.19 officers would be added over the next ten years. The table below illustrates the total need for police officers and the LOS achieved.

Table 9: Existing and Projected Sworn Officers

Description	Existing	Projected Through 2035	
		Additional	Total
Officers	45.00	12.19	57.19
Functional Population	20,075	5,438	25,513
LOS Achieved (Personnel per 1,000 FP)	2.24	2.24	2.24

Incremental Costs

Costs related to growth in the police force typically include a combination of equipping new officers with vehicles and providing the necessary facilities such as police stations. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis including other initial investments required such as field equipment and protective gear as well as ongoing operating and maintenance costs (salaries and benefits, etc.). Items included in the impact fee calculation have a minimum of a five-year life and are not replaced frequently.

The City must provide vehicles for existing and new officers. It is assumed that for each additional officer hired, 1.10 vehicles would be needed in order to keep an appropriate number of spare vehicles to service the Police Department. The City currently maintains a ratio of 1.56 vehicles per officer, which is higher than the 1.10 used for the purposes of calculating the future needs. The value of new fully equipped vehicles is based on the current acquisition cost of \$57,000, as provided by the Police Department, and escalated annually by a five-year average of the Engineering News-Record (ENR) index. The value of the existing vehicles is based on the original purchase cost. The original cost of the existing vehicles is estimated at \$2,641,000. The cost of providing vehicles to new officers is identified on the following table.

Table 10: Cost of Vehicles for New Officers

Year	Additional Officers Added	Additional Vehicles Added [1]	Vehicle Purchase Cost [2]	Total Vehicle Costs [3]
2025	1.22	1.34	\$57,000	\$76,380
2026	1.22	1.34	59,200	79,330
2027	1.22	1.34	61,400	82,280
2028	1.22	1.34	63,700	85,360
2029	1.22	1.34	66,100	88,570
2030	1.22	1.34	68,600	91,920
2031	1.22	1.34	71,200	95,410
2032	1.22	1.34	73,900	99,030
2033	1.22	1.34	76,700	102,780
2034	1.22	1.34	79,600	106,660
2035	1.22	1.34	82,600	110,680
Total	12.19	13.41		\$1,018,400

[1] Amounts are reflective of the additional officers added multiplied by the vehicles per officer ratio of 1.10.

[2] Costs are escalated using a five-year average rate of change of the ENR index of 3.79%.

[3] Amounts shown are rounded to the nearest ten dollars.

As shown above, the total cost of additional vehicles over the next ten years is estimated at \$1,018,400.

In addition to vehicles, the Police Department is responsible for providing adequate building space to house the officers and support staff. The original cost of the Police Department's facilities, including the land value, is \$1,359,000. To meet the demands of growth, the City's Police Department has identified the need for additional space. The City has plans to build a joint public safety complex with the Fire Department in FY 2028. The total cost of the public safety complex, after escalating based on the five-year average rate of change of the ENR index, is \$15,989,200. The plan is to split the 38,000 square foot facility evenly between the two departments. The Police's Departments portion of cost for the new facility is \$7,994,600.

The public safety complex is anticipated to serve growth beyond 2035; therefore, a portion of the costs associated with the station have been allocated to future growth and excluded from the police impact fee calculation. As discussed in Section 2, it is estimated that 20.0% of the total population in 2045 will materialize between 2035 and 2045. As a result, 20.0% or \$1,598,900 of the police's portion of the public facility complex cost have been allocated to future growth beyond 2035, which leaves an includable cost of \$6,395,700.

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Below is a summary of the costs used to calculate the police impact fee.

Table 11: Total Police Capital Costs

Description	Amount
Existing Vehicles	\$2,641,000
Additional Vehicles	1,018,400
Existing Facilities and Land [1]	0
Future Investments	6,395,700
Total	\$10,055,100

[1] Cost of existing police facility was excluded from the fee calculation as it is assumed that the public safety complex will replace the existing police station.

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population estimates in Section 2 (Table 6).

Table 12: Allocated Police Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs [1]	Non-residential Capital Costs [1]
Capital Costs	\$10,055,100	77.4%	22.6%	\$7,779,200	\$2,275,900

[1] Amounts rounded to nearest hundred dollars.

The allocated capital costs are divided by the functional population as identified in Section 2 to get a fee per functional population. Then, the residential amounts are translated back into fee per dwelling unit based on the land-use type.

Table 13: Police Residential Impact Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	\$7,779,200	\$2,275,900
2035 Functional Population	18,643	6,870
Fee per Functional Population [1]	\$417.27	\$331.28
Single Family FP per Unit	1.79	
Calculated Single Family Impact Fee per Unit	\$746.92	
Single Family Impact Fee per Unit	\$746.00	
Multi-Family FP per Unit	1.25	
Calculated Multi-Family Impact Fee per Unit	\$521.59	
Multi-Family Impact Fee per Unit	\$521.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee, as shown on Table 14.

As shown on the table above, the maximum supportable impact fees for a single family and multi-family per unit are \$746.00 and \$521.00 respectively. The calculated single family impact fee of \$746.00 represents an

increase of \$608.02 or 440.7% from the existing fee of \$137.98 and the calculated multi-family residential impact fee of \$521.00 represents an increase of \$422.36 or 428.2% from the existing fee of \$98.64.

In addition to the residential impact fees, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated police impact fee, the rate per unit of development for each land use was developed and provided on the table below.

Table 14: Non-Residential Police Impact Fees

Description	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	1,000 Sq Ft	0.10	\$34.00
Hotel/Motel/Inn	Rooms	0.59	194.00
Church / Institutional	1,000 Sq Ft	0.19	62.00
Hospital	1,000 Sq Ft	2.08	689.00
Office Building	1,000 Sq Ft	0.88	292.00
Retail	1,000 Sq Ft	2.20	727.00
Restaurant/Bar/Lounge	1,000 Sq Ft	5.54	1,836.00
Assisted Living Facilities	Beds	0.71	234.00

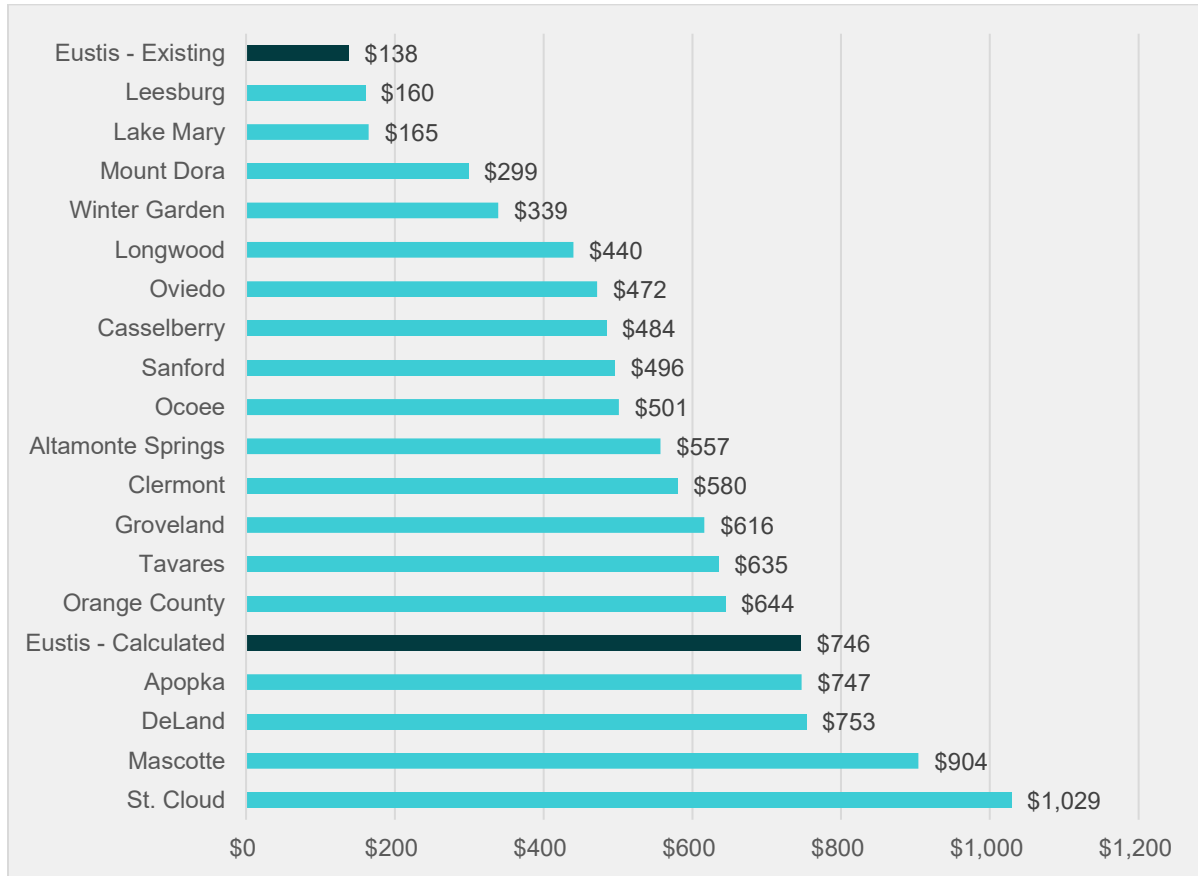
To meet the City's needs in terms of providing the necessary police-related capital improvements, including expanding the existing facilities and purchasing additional vehicles as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated in the tables above. As discussed in the Executive Summary, there are several factors causing an extraordinary circumstance for the City including elevated population growth, recent large inflationary cost increases, and additional capital improvements based on expected population growth. Under the existing police impact fees new development over the next ten years would pay around \$668,000 and under the calculated impact fees growth would pay around \$2,128,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately \$1,460,000 resulting in a funding shortfall to provide necessary improvements related to new growth. To provide additional context regarding the share of costs apportioned between future development and existing residents, the total future capital costs anticipated and included in this study are \$7,414,100, as compared to the anticipated impact fee collections of \$2,128,000. This means that the City will fund approximately \$5,286,100 or 71% of these upcoming projects from other funding sources. Additionally, due to the magnitude of these projects it is likely the City will incur loans and interest costs which have not been factored into this impact fee calculation.

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Police Impact Fee Comparisons

The following figure compares the City's existing and calculated police impact fees for residential land uses with those imposed in other nearby communities.

Figure 1: Police Impact Fee Comparison per Single Family Residential Unit



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Section 4 – Fire Impact Fee

Introduction

The City's Fire Department (Fire Department) is responsible for responding to all fire and medical emergencies within the City and its surrounding areas. Currently, the Fire Department is comprised of 32.0 total full-time equivalent (FTE) employees, including 3.0 administrative positions.

The Fire Department is guided by standards published by the National Fire Protection Association (NFPA) in assessing its level of service needs. The Fire Department's primary intent is to maintain staffing levels to be able to respond to service calls within a specified time period to all developed areas within the City limits.

As the residential and commercial development within the City increases, the potential demand for fire safety services may also increase causing a need for additional fire personnel, equipment, and vehicles. This section provides an analysis for the City's consideration regarding the design of a fire impact fee based on the costs to meet demands from growth. The location of growth, in relation to existing fire stations, is also a very important consideration for the Fire Department when planning for service response times and locations for new fire stations.

Existing Impact Fees

The City currently charges fire impact fees for new development within the City limits based on the classification of development: residential or non-residential. The City's existing fees are distinguished between residential and non-residential with four (4) residential land uses and forty-three (43) non-residential land uses identified. The Table below illustrates the fees charged for residential by type of development. Exhibit 1 at the end of this report includes a list of all existing non-residential land use categories.

Table 15: Existing Fire Impact Fees

Description	Impact Unit	Existing
Residential		
Single Family Detached	Dwelling Unit	\$146.72
Single Family Attached	Dwelling Unit	111.82
Multi-Family	Dwelling Unit	104.88
Mobile Home	Dwelling Unit	95.73

Department Costs

Costs related to the growth in the Fire Department typically include a combination of providing the necessary apparatus and facilities. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis. The excluded costs are items such as uniforms, radios, and helmets. Items included in the impact fee calculation have a minimum of a five-year life.

The City's fixed asset listing as of September 31, 2024, indicates that the Fire Department currently owns and operates four (4) apparatus including an aerial truck and three (3) pumper trucks along with several support vehicles. The following table shows the original cost of the fire department's existing apparatus:

Table 16: Existing Fire Apparatus and Vehicles

Description	Total Amount [1]	Adjusted Amount	Total Adjusted
2024 Pierce Aerial Fire Truck [1]	\$1,376,500	(\$1,376,500)	\$0
2019 Pierce Fire Truck	799,400	0	799,400
2017 Pierce Fire Engine Pumper	438,500	0	438,500
2015 Pierce Pumper	403,800	0	403,800
Support Vehicles	599,900	0	599,900
Total	\$3,618,100	(\$1,376,500)	\$2,241,600

[1] This vehicle was purchased using American Rescue Plan Act (ARPA) funds, which are being treated similar to grants, and as such has been excluded from the analysis.

The Fire Department currently has two fire stations within the City: Fire Station 22 and Station 23 with a total original cost of \$1,053,100. In order to continue to keep response times within target, the City plans on adding two new fire stations within the next ten years: one to the north and one to the southeast. The second planned station would be part of a public safety complex shared with the Police Department. As discussed in Section 3, the total cost of the public safety complex is \$15,989,200 with the fire portion being half or \$7,994,600.

The public safety complex and the new fire station are anticipated to serve growth beyond 2035; therefore, a portion of the costs associated with the station and apparatus have been allocated to future growth and excluded from the fire impact fee calculation. As discussed in Section 2, it is estimated that 20.0% of the total population in 2045 will materialize between 2035 and 2045. As a result, 20.0% or \$1,598,920 of the fire portion of the public facility complex cost have been allocated to future growth beyond 2035, which leaves an includable cost of \$6,395,680.

Additionally, the City has plans to purchase several apparatus for the stations including four fire engines and various vehicle refurbishments.

The total costs associated with the additional facilities and vehicles are shown on the table below.

Table 17: Future Fire Facilities and Apparatus

Description	Total Amount	Includable Amount
Administrative Building [1]	\$390,000	\$195,000
Engine Purchases [2]	2,594,100	2,594,100
Command Vehicle [3]	80,000	41,055
Fire Station 3	3,250,000	3,250,000
Public Safety Building [4]	7,994,600	6,395,680
Apparatus for Public Safety Building [4]	1,000,000	800,000
Total	\$15,308,700	\$13,275,835

[1] City plans on moving the existing fire administrative staff out of station 22 and into a separate building. 50% of the building costs have been excluded from the fee calculation to account for the replacement of the existing administrative facility.

[2] Includes the purchase of a stock truck and two new fire apparatus.

[3] This project includes the upgrade of the existing command vehicle, a 2015 Chevy Tahoe. The existing value of the 2015 Tahoe has been subtracted from the new vehicle cost.

[4] 20% of the project is adjusted out to account for growth beyond 2035.

The table below summarizes all of the costs included in the impact fee calculation.

Table 18: Fire Capital Costs

Description	Amount [1]
Existing Vehicles	\$2,241,600
Existing Facilities and Land	1,053,100
Future Investments	13,275,800
Total Capital Costs	\$16,570,500

[1] Amounts are rounded to the nearest hundred dollars.

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population estimates in Section 2 (Table 6).

Table 19: Allocated Fire Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs [1]	Non-residential Capital Costs [1]
Capital Costs	\$16,570,500	77.37%	22.63%	\$12,820,000	\$3,750,500

[1] Amounts rounded to nearest hundred dollars.

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for single family and multi-family residential purposes using the functional population factors of 1.79 and 1.25 respectively per dwelling unit as identified in Section 2.

Table 20: Residential Fire Impact Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	\$12,820,000	\$3,750,500
2035 Functional Population	18,643	6,870
Fee per Functional Population [1]	\$687.66	\$545.92
Single Family FP per Unit	1.79	
Calculated Single Family Impact Fee per Unit	\$1,230.91	
Single Family Impact Fee per Unit	\$1,230.00	
Multi-Family FP per Unit	1.25	
Calculated Multi-Family Impact Fee per Unit	\$859.57	
Multi-Family Impact Fee per Unit	\$859.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 21.

It is recommended that the City implement slightly rounded impact fees of \$1,230.00 for single family residential units and \$859.00 for multi-family residential units based on the analysis discussed above. The

existing fire impact fee for single family per dwelling unit is \$146.72 and the existing fee for multi-family is \$104.88 per dwelling unit. The single family residential fee of \$1,230.00 represents a \$1,083.28 or 738.3% increase and the multi-family fee of \$859.00 represents an increase of \$754.12 or 719.0%.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated fire impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 21: Non-Residential Fire Impact Fees

Description	Impact Unit	FP Factor	Impact Fee
Industrial/Warehousing	1,000 Sq Ft	0.104	\$57.00
Hotel/Motel/Inn	Rooms	0.585	320.00
Church / Institutional	1,000 Sq Ft	0.188	103.00
Hospital	1,000 Sq Ft	2.080	1,135.00
Office Building	1,000 Sq Ft	0.882	482.00
Retail	1,000 Sq Ft	2.196	1,199.00
Restaurant/Bar/Lounge	1,000 Sq Ft	5.542	3,026.00
Assisted Living Facilities	Beds	0.707	386.00

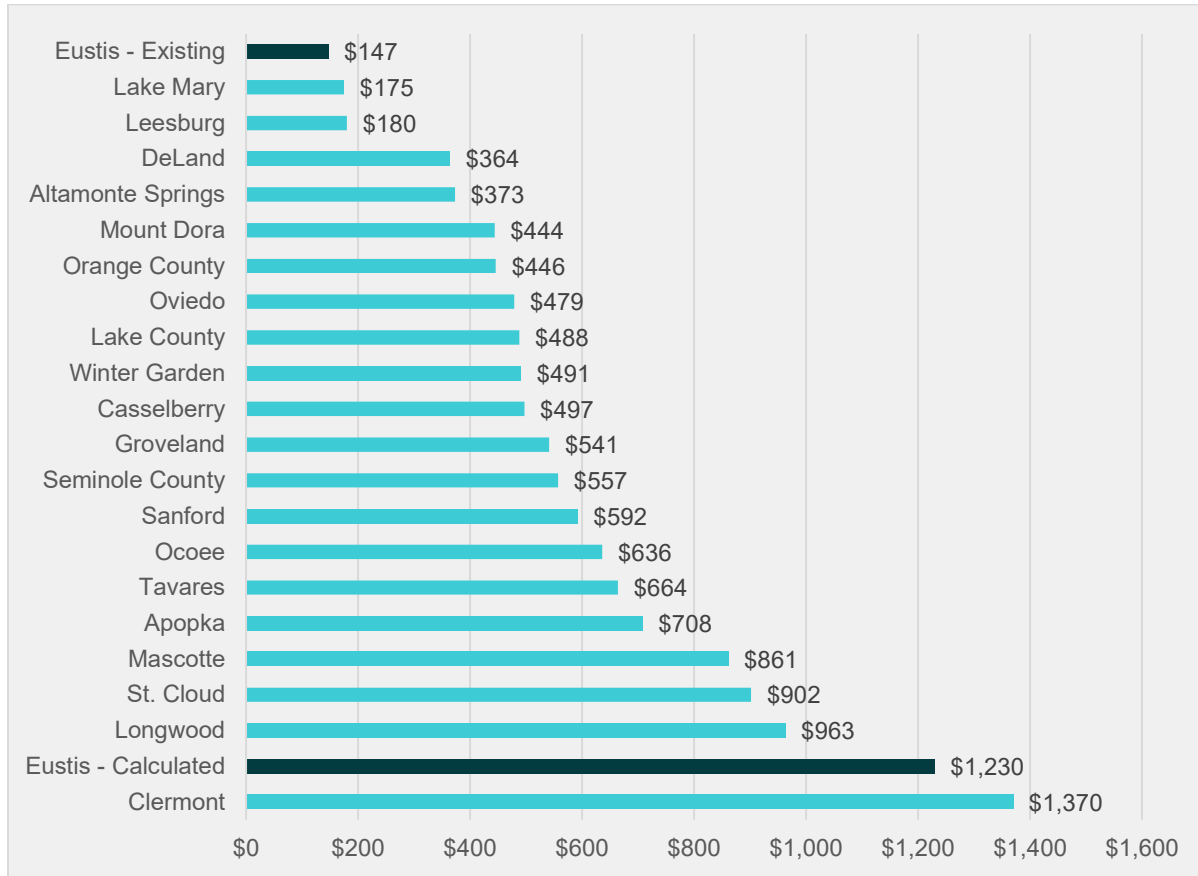
To meet the City's needs in terms of providing the necessary fire-related capital improvements, including expanding the existing facilities purchasing additional apparatus as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. As discussed in the Executive Summary, there are several factors causing an extraordinary circumstance for the City including recent large inflationary cost increases, additional capital improvements based on population growth experienced in recent years, and the geographic expansion of development resulting in the need for more facilities to continue providing high levels of service. Under the existing fire impact fees new development over the next ten years would pay around \$710,000 and under the calculated impact fees growth would pay around \$3,507,000. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately \$2,797,000 resulting in a funding shortfall to provide necessary improvements related to new growth. To provide additional context regarding the share of costs apportioned between future development and existing residents, the total future capital costs anticipated and included in this study are \$13,275,800, as compared to the anticipated impact fee collections of \$3,507,000. This means that the City will fund approximately \$9,768,800 or 74% of these upcoming projects from other funding sources. Additionally, due to the magnitude of these projects it is likely the City will incur loans and interest costs which have not been factored into this impact fee calculation.

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Fire Impact Fee Comparisons

The following figure compares the City's existing and calculated fire impact fees for residential land uses with those imposed in other nearby communities.

Figure 2: Fire Impact Fee Comparison per Single Family Residential Unit



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Section 5 – Parks and Recreation

Impact Fee

Introduction

The City owns and maintains parks and recreation facilities for the use and benefit of its residents and visitors. As the City grows, additional facilities along with improvements to existing recreation amenities are necessary. This section provides an analysis for the City's updated parks and recreation impact fee based on the costs to meet demands from growth. This section relies on growth in residential population/development only.

Existing Impact Fees

The City currently charges a parks and recreation impact fee to be used for the expansion of parks and recreation related services that may be necessitated by growth. These fees are charged based on residential land use. The following table provides the existing parks and recreation impact fees charged to new residential development:

Table 22: Existing Parks and Recreation Impact Fees

Description	Impact Unit	Existing
Residential		
Single Family Detached	Dwelling Unit	\$146.72
Single Family Attached	Dwelling Unit	111.82
Multi-Family	Dwelling Unit	104.88
Mobile Home	Dwelling Unit	95.73

Existing Recreational Facilities

City staff provided a parks inventory that indicates that the City currently has twelve existing parks and various recreation facilities encompassing approximately 139.87 acres. To determine the value of existing facilities that are available for use by existing and future residents, the City provided a copy of all the fixed assets assigned to the parks and recreation department as of September 30th, 2024. Each asset was reviewed and determined to be eligible for impact fees or not using several criteria including the life of the asset (minimum of 5-years), the park the asset is located at and whether that park is available for public use, and whether or not the asset is fully depreciated. For the eligible improvements, the original cost of the asset was used and in total the City has invested \$11,068,730 into the existing parks and recreation facilities.

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The table below summarizes the City's existing park facilities.

Table 23: Existing Parks

Description	Acres
Carver Park	18.23
Carver Park Annex	6.44
Cardinal Cove	9.47
Elizabeth Circle Park	0.72
Liberty Park	1.77
Selleen Tot Lot	0.34
Palmetto Point Park	79.22
Pendleton Park	1.86
Sunset Island Park	12.52
Gnann-Thompson Dog Park	1.80
Bennett Park	2.18
Ferran Park	5.32
Carver Park	139.87

Level of service (LOS) for parks and recreational services is typically measured in terms of recreational acreage available per 1,000 population. This figure indicates whether the City has a sufficient amount of recreational acreage to serve its current residents. The City's Comprehensive Plan 2040 outlines the existing LOS at 4.60 acres per 1,000 permanent residents. With a current population of 24,679, the LOS provided to existing residents is 5.67 acres per 1,000 population, based on the 139.87 acres. The projected increase in City population to 31,009 by 2035 will reduce the LOS to 4.51 acres per 1,000 population, assuming no additional land for parks is acquired over the next ten-years. While the City is meeting the targeted LOS for acreage, there are growing demands from future development for additional improvements to the existing park land.

Growth-Related Capital Improvements

The City has provided a Capital Improvement Plan (CIP) that identifies a range of projects including expansion, upgrade, and replacement of park land and facilities. This CIP has been reviewed with staff and updated based on the most current information available. All projects associated with replacement or refurbishment of existing facilities have been excluded from the impact fee calculations to maintain a conservative approach. The projects identified as growth related and therefore eligible for impact fee funding, along with the cost and a description are included below.

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Table 24: Park and Recreation Future Capital Costs

Description	Amount
Women's Club Basement Expansion	\$100,000
Women's Club Courtyard Upgrade	70,000
Aquatics Center Splash Pad	50,000
Dog Park Improvements	50,000
Ferran Park Bandshell Upgrades	125,000
Pendelton Park Playground Equipment	150,000
Bennett Park Playground Equip	155,000
Cardinal Cove Bathroom	230,000
Master Plan	200,000
Service Center Improvements	100,000
Facility Improvements	40,000
Racquet/Tennis Court Improvements	46,000
Carver Park Equipment/Improvements	195,000
Garden Room Improvements	81,500
Splash Pad	30,000
Playground Improvements	265,000
Sunset Island Improvements	110,000
Total	\$1,997,500

Calculated Parks and Recreation Impact Fees

As mentioned previously, approximately \$11.1 million has been invested in the existing park facilities and an additional \$2.0 million is planned to be invested over the next several years. Since both existing and future investments in the parks department benefit both existing and future residents, the total amount invested is divided by the 2035 projected population of 31,009. The table below provides the parks and recreation impact fee calculation:

Table 25: Parks and Recreation Impact Fee Calculation

Description	Amount
Existing Improvements and Facilities	\$11,068,730
Future Investments	1,997,500
Total Cost Basis to Recover	\$13,066,230
2035 Population	31,009
Fee per Population	\$421.36
Single Family Persons per Unit	2.98
Calculated Single Family Impact Fee per Unit	\$1,253.98
Single Family Impact Fee per Unit	\$1,253.00
Multi-Family Persons per Unit	2.08
Calculated Multi-Family Impact Fee per Unit	\$877.70
Multi-Family Impact Fee per Unit	\$877.00

The maximum supportable parks impact fees for a single family and multi-family dwelling unit are \$1,253.00 and \$877.00. The existing parks and recreation impact fee per dwelling unit is \$599.27 for single family and \$428.38 for multi-family. The calculated single family impact fee of \$1,253.00 represents a \$653.73 increase

from the existing fee level or 109.1% and the calculated multi-family impact fee of \$877.00 represents an increase of \$448.62 or 104.7%.

As discussed in Section 1, the Florida Impact Fee Act (F.S. 163.31801 section (6)) places certain limitations on increasing impact fees, outside of extraordinary circumstances. Through a review of the City's capital improvement plan and discussion with staff, it does not appear that there is currently an extraordinary need to increase the parks impact fee even though the calculated fee increase is greater than 50% of the existing fee. It is recommended that the City phase in the maximum increase of 50% over the next four years as demonstrated on the table below:

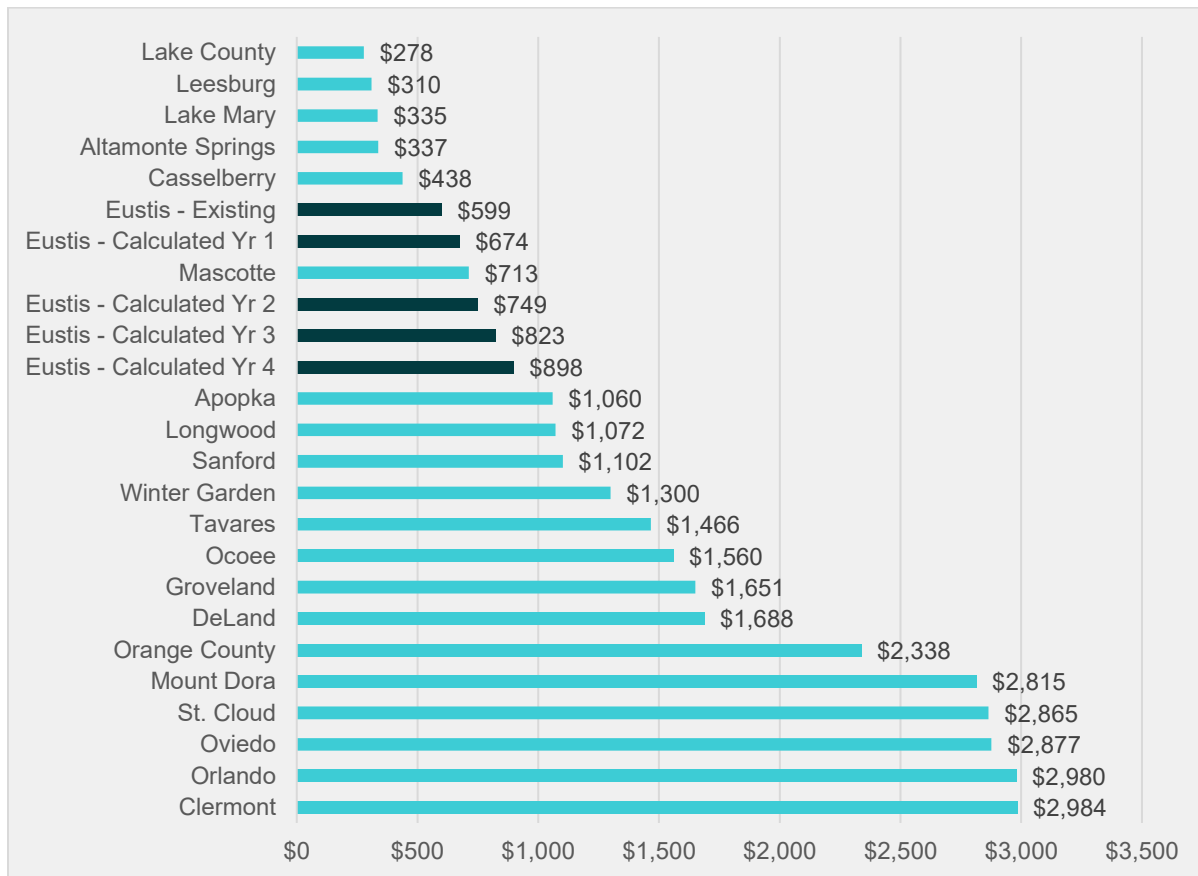
Table 26: Calculated Parks and Recreation Impact Fees

Land Use	Impact Unit	Year 1	Year 2	Year 3	Year 4
Residential					
Single Family	Dwelling Unit	\$673.95	\$748.64	\$823.32	\$898.00
Multi-Family	Dwelling Unit	481.79	535.19	588.60	642.00

Parks and Recreation Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 3: Parks and Recreational Impact Fee Comparison per Residential Unit



Section 6 – Library Impact Fee

Introduction

This section provides the development and design of library impact fees. These impact fees support the funding and expansion of the City’s library services necessitated by growth.

Existing Impact Fees

The City currently charges library impact fees for new residential development within the City limits based on the classification of development. The table below illustrates the fees charged by type of residential development.

Table 27: Existing Library Impact Fees

Description	Impact Unit	Existing
Residential		
Single Family Detached	Dwelling Unit	\$293.00
Single Family Attached	Dwelling Unit	224.00
Multi-Family	Dwelling Unit	210.00
Mobile Home	Dwelling Unit	191.00

Library Facilities

To determine the costs associated with the existing library facilities, the City provide the fixed asset schedule as of September 30, 2024. Each asset was reviewed and library facilities with a life of five years or more were included in the impact fee calculation. The City’s existing investment into its library facilities was estimated at \$1,523,200. Through a review of the City’s CIP and discussions with staff, the City identified the need to expand the existing library for a total cost of \$2,060,000. The City anticipates funding a portion of this project through grants, though this amount is currently uncertain. For purposes for the impact fee calculation, it is assumed \$500,000 of grant money will be used to fund the library expansion.

The table below summarizes all of the costs included in the library impact fee calculation

Table 28: Library Capital Costs

Description	Amount [1]
Existing Facilities	\$1,523,154
Future Investments	1,560,000
Total	\$3,083,154

[1] Amounts are rounded to the nearest hundred dollars

Calculated Library Impact Fees

As mentioned previously, approximately \$1.5 million has been invested in the existing library facilities and an additional \$1.6 million is planned to be invested over the next several years. Since both existing and future investments in the library department benefit both existing and future residents, the total amount invested is divided by the 2035 projected population of 31,009. The table below provides the library impact fee calculation:

Table 29: Library Impact Fee Calculation

Description	Amount
Existing Improvements and Facilities	\$1,523,200
Future Investments	1,560,000
Total Cost Basis to Recover	\$3,083,200
2035 Population	31,009
Fee per Population	\$99.43
Single Family Persons per Unit	2.98
Calculated Single Family Impact Fee per Unit	\$295.90
Single Family Impact Fee per Unit	\$295.00
Multi-Family Persons per Unit	2.08
Calculated Multi-Family Impact Fee per Unit	\$207.11
Multi-Family Impact Fee per Unit	\$207.00

The maximum supportable library impact fees for a single family and multi-family dwelling unit are \$295.00 and \$207.00. The existing library impact fee per dwelling unit is \$293.00 for single family and \$210.00 for multi-family. The calculated single family impact fee of \$295.00 represents a \$2.00 increase from the existing fee level or 0.7% and the calculated multi-family impact fee of \$207.00 represents a decrease of \$3.00 or 1.4%.

As discussed in Section 1, the Florida Impact Fee Act (F.S. 163.31801 section (6)) places certain limitations on increasing impact fees, outside of extraordinary circumstances. Through a review of the City's capital improvement plan and discussion with staff, it does not appear that there is currently an extraordinary need to increase the library impact fee even though the calculated fee increase is greater than the existing fee. It is recommended that the City phase in the maximum increase over the next two years as demonstrated on the table below. Since the increase is less than 25%, the City can phase in the increases over a two-year period.

Table 30: Calculated Library Impact Fees

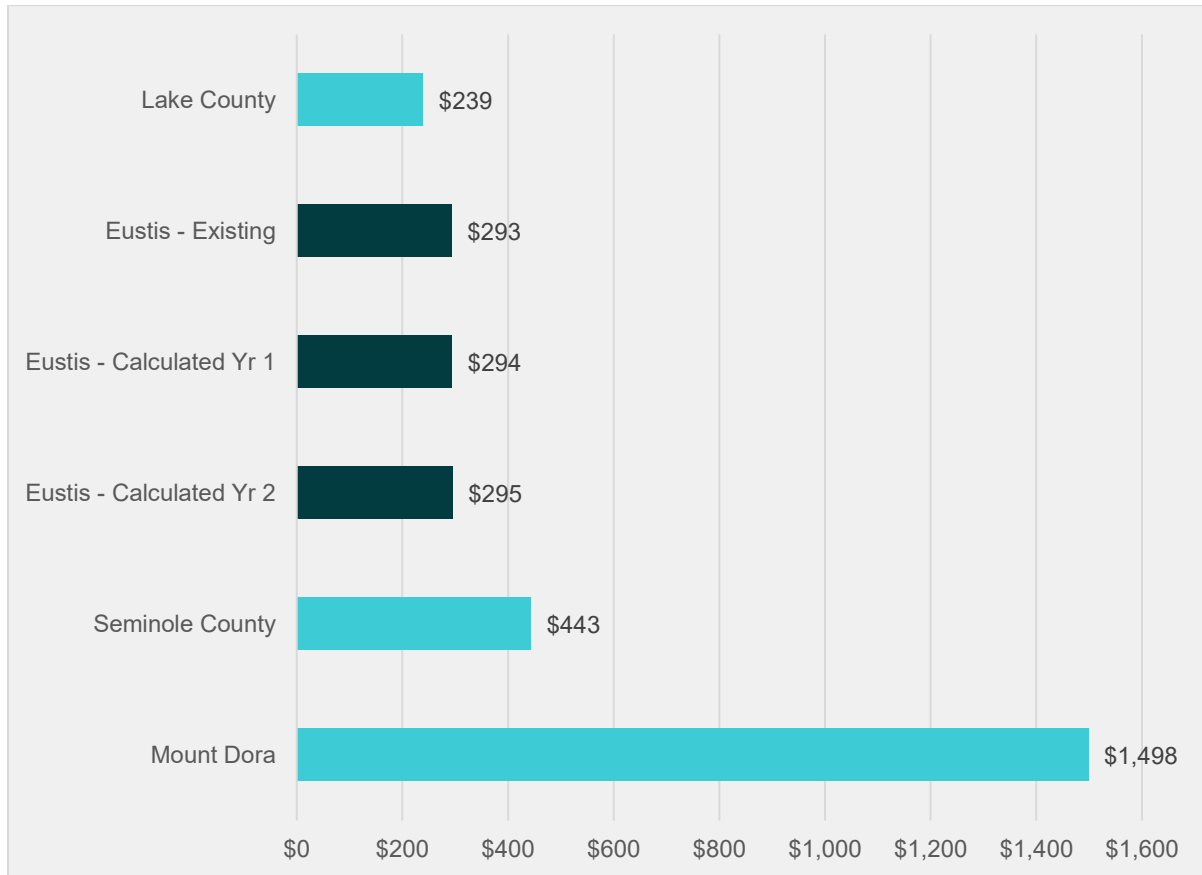
Land Use	Impact Unit	Year 1	Year 2
Residential			
Single Family	Dwelling Unit	\$294.00	\$295.00
Multi-Family	Dwelling Unit	207.00	207.00

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Library Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 4: Library Impact Fee Comparison per Single Family Dwelling Unit



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City of Eustis
2025 Municipal Impact Study
Exhibit 1: Existing Non-Residential Land Uses

Existing Land Use	Impact Unit	Fire Impact Fee	Police Impact Fee	Proposed Land Use
Residential:				
Single Family Detached	D.U.	\$146.72	\$137.98	Single Family
Single Family Attached	D.U.	111.82	105.16	
Multi-Family	D.U.	104.88	98.64	Multi-Family
Mobile Home	D.U.	95.73	90.03	Single Family
Transient, Assited, Group:				
Hotel/Motel	Room	95.63	89.94	Hotel / Motel / Inn
Nursing Home/ACLF	Bed	123.39	116.04	Assited Living Facilities
Recreational:				
Marina	Berth	32.28	30.36	Retail
Golf Course	18 Holes	9,361.33	8,803.71	
Movie Theater with Matinee	Screen	2,463.02	2,316.30	
Institutions:				
Hospital	1,000 sq. ft.	312.64	294.02	Hospital
Elementary School	Student	94.33	88.71	Church / Institutional
Middle School	Student	118.46	111.40	
High School	Student	125.10	117.65	
Junior/Community College	Student	31.27	29.41	
University/College	Student	67.48	63.46	
Church	1,000 sq. ft.	111.12	104.50	
Day Care Center	Student	89.70	84.36	
Office and Financial:				
Office 50,000 square feet or less	1,000 sq. ft.	376.60	354.16	Office Building
Office 50,001 - 100,000 square feet	1,000 sq. ft.	343.11	322.67	
Office 100,001 - 200,000 square feet	1,000 sq. ft.	300.88	282.95	
Office 200,001 - 400,000 square feet	1,000 sq. ft.	256.53	241.25	
Office greater than 400,000 square feet	1,000 sq. ft.	204.74	192.54	
Medical Office any size	1,000 sq. ft.	485.70	456.77	

Retail, Gross Square Feet:

Specialty Retail	1,000 sq. ft.	308.12	289.76	Retail
Retail 50,000 square feet or less	1,000 sq. ft.	507.73	477.48	
Retail 50,000 - 200,000 square feet	1,000 sq. ft.	485.20	456.30	
Retail over 200,000 square feet	1,000 sq. ft.	414.81	390.10	
Pharmacy/Drug Store with drive-thru	1,000 sq. ft.	414.61	389.91	
Home Improvement Superstore	1,000 sq. ft.	391.58	368.26	
Gas/Service Station	Fuel Pump	355.08	333.93	
Quick Lube	1,000 sq. ft.	241.85	227.44	
Supermarket	1,000 sq. ft.	526.53	495.17	
Convenience Store	1,000 sq. ft.	912.68	858.32	
Convenience Store with Gas	Fuel Pump	932.19	876.66	
Convenience, Gas, Fast Food Store	1,000 sq. ft.	1,383.40	1,301.00	
Auto Repair	1,000 sq. ft.	645.19	606.76	
Tire Store	Bay	840.78	790.70	
New and Used Car Sales	1,000 sq. ft.	360.00	338.56	
Self Service Car Wash	Bay	409.48	385.09	
Bank or Savings Walk-in	1,000 sq. ft.	564.04	530.44	
Bank or Savings Drive-In	1,000 sq. ft.	457.65	472.85	
Quality Restaurant	1,000 sq. ft.	1,259.72	1,184.68	Restaurant / Bar / Lounge
High-Turnover Restaurant	1,000 sq. ft.	1,320.05	1,241.42	
Fast Food Restaurant with drive-thru	1,000 sq. ft.	1,634.00	1,536.67	

Industrial:

General Industrial	1,000 sq. ft.	189.15	177.89	Industrial / Warehousing
Business Park	1,000 sq. ft.	276.64	260.16	
Mini-Warehouse	1,000 sq. ft.	16.19	15.23	

City of Eustis
2025 Municipal Impact Study
Exhibit 2: Residential Functional Population

Dwelling Units

Description	2025 Population	2025 Housing Units [1]	Average Housing Unit Size [2]	Occupancy Factor [3]	Functional Population/Unit	2025 Functional Population	10 Yr Growth in Housing Units [4]	2035 Housing Units	2035 Functional Population
Single Family	20,106	6,756	2.98	60.0%	1.79	12,093	1,733	8,489	15,195
Multi-Family	4,573	2,195	2.08	60.0%	1.25	2,744	563	2,758	3,448
Total Residential	24,679	8,951	2.76	60.0%	1.66	14,837	2,296	11,247	18,643

Footnotes:

[1] Amounts come from the Lake Country Property Appraiser as obtained in August 2025.

[2] Average housing unit size by class is calculated using census data tables B25032 Tenure by Units in Structure 5-Year Estimates (2019-2023) and B25033 Total Population in Occupied Housing Units by Tenure by Units in Structure 5-Year Estimates (2019-2023).

Single Family Households	6,756
Multi-Family Households	2,195
Ratio of Multi-Family to Single Family	0.700
Single Family Equivalent Households	8,293
Total Residential Population	24,679
Single Family PPH	2.98
Multi-Family PPH	2.08

[3] Assumption based on a person being at home for 100 hours a week (10-14 hours per day during the weekend and 20-30 hours during the weekend) giving an occupancy factor of 60% or 0.60 (11 / 168)

[4] Growth in housing unit based on the City's current development plans.

City of Eustis
2025 Municipal Impact Study
Exhibit 3: Non-Residential Functional Population

ITE	ITE CODE	Number of Parcels	Number of Rooms/Beds [1]	Bldg Sq Ft	[2]	Impact Unit	One Way		Occupants per Trip per Day			People per Unit per Day			Weekly Hours per Unit					2035 Square Feet [3]	2025 Functional Population	
							Trips per Unit per Day	Factor (50%)	Employees	Visitors	Employees	Visitors	Visitor hours per Trip	Business hours	Days per Week	Per Employee	Per Visitor	Total Hours	Pop. Coefficient			2025 Functional Population
Industrial/Warehousing	150	59	N/A	446,000		1,000 Sq Ft	[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]	[j]	[k]	[l]	[m]	[n]	[o]		
Hotel/Motel/Inn	310	3	63	4,832		Rooms	7.99	4.00	1.00	1.49	0.56	5.13	1.00	16.00	7.00	62.40	35.93	98.34	0.5854	37.00		
Church / Institutional	560	105	N/A	508,769		1,000 Sq Ft	7.6	3.80	1.00	1.66	0.00	6.31	1.00	8.00	5.00	0.00	31.56	31.56	0.1879	96.00		
Hospital	610	53	N/A	213,466		1,000 Sq Ft	10.77	5.39	1.00	1.66	2.86	4.20	1.00	16.00	7.00	319.96	29.40	349.35	2.0795	444.00		
Office Building	710	86	N/A	270,949		1,000 Sq Ft	10.84	5.42	1.00	1.66	3.26	6.30	1.00	8.00	5.00	130.21	17.98	148.19	0.8821	239.00		
Retail	820	226	N/A	1,511,812		1,000 Sq Ft	37.01	18.51	1.00	1.66	2.12	27.21	1.00	12.00	7.00	178.46	190.45	368.92	2.1959	3,320.00		
Restaurant/Bar/Lounge	932	41	N/A	136,763		1,000 Sq Ft	107.2	53.60	1.00	1.49	5.04	72.51	1.00	12.00	7.00	423.56	507.57	931.12	5.5424	758.00		
Assisted Living Facilities [4]		5	422	122,573		Beds													0.7071	298.00		
Total		578		3,215,164																5,238	4,216,795	6,870

Footnotes:

[a] Summarized from property data obtained from the Lake County Property Appraiser in December 2023.

[b] From 11th Edition ITE Manual

[c] This factor is used to divide the trip rate in half which provides the basis for estimating victors per day per impact unit

[d] Assumed one employee per trip

[e] From 2017 National Household Travel Survey, vehicle occupancy by trip purpose

[f] From 11th Edition ITE Manual per employee

[g] = ([c] - ([f]/[d]))/[e]

[h] Time assumption per visitor

[i] Time assumption per employee

[j] Time assumption

[k] = [f] * [i] * [j]

[l] = [g] * [h] * [j]

[m] = [k] * [l]

[n] = [m] / (24*7)

[o] = [n] * [a] / 1000

[1] Number of hotel / motel rooms comes from contacting each facility. Number of Beds for ALFs comes from Florida Health Finder.

[2] Square footage comes from the Lake County Property Appraiser as of August 2025.

[3] 2035 square feet estimated using the residential square footage growth of 3,920,665 multiplied by the existing non-residential to residential square foot ratio of 0.26.

[4] The functional population was determined by multiplying the functional population coefficient by the existing number of beds.

The Assisted Living Facility functional population coefficient is calculated as follows:	
Nursing Home	
Res per Unit	1.00
Occupancy Rate	70.0%
Adjusted Res/Unit	0.70
Hours at Place	20.00
Workers/Unit	0.33
Work/hrs/day	9.00
Days/week	7.00
Func. Pop/unit	0.71

Select Year: 2025 ▼ Go

The 2025 Florida Statutes

Title XI	Chapter 163	View Entire Chapter
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	INTERGOVERNMENTAL PROGRAMS	

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

- (1) This section may be cited as the “Florida Impact Fee Act.”
- (2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.
- (3) For purposes of this section, the term:
 - (a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. [1006.25](#), and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. [191.009\(4\)](#).
 - (b) “Public facilities” has the same meaning as in s. [163.3164](#) and includes emergency medical, fire, and law enforcement facilities.
- (4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:
 - (a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.
 - (b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.
 - (c) Limit administrative charges for the collection of impact fees to actual costs.
 - (d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.
 - (e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.
 - (f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g)1. A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

a. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

b. The local government jurisdiction has held at least two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

c. The impact fee increase ordinance is approved by a unanimous vote of the governing body.

2. An impact fee increase approved under this paragraph must be implemented in at least two but not more than four equal annual increments beginning with the date on which the impact fee increase ordinance is adopted.

3. A local government may not increase an impact fee rate beyond the phase-in limitations under this paragraph if the local government has not increased the impact fee within the past 5 years. Any year in which the local government is prohibited from increasing an impact fee because the jurisdiction is in a hurricane disaster area is not included in the 5-year period.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road

impact fee credits granted under s. ~~163.3180~~ or s. ~~380.06~~ or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

(14) A local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure. However, if the replacement structure increases the demand on public facilities due to a significant increase in size, intensity, or capacity of use, a local government, school district, or special district may assess an impact fee in an amount proportional to the difference in the demand between the replacement structure and the original structure. Any such fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the reconstruction or replacement of a previously existing structure.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-266; s. 4, ch. 2025-177; s. 3, ch. 2025-190.

City of **Eustis**

2025 Water and Wastewater Capacity Impact Fee Study

Final Report / September 11, 2025

September 11, 2025

Ms. Lori Carr
Finance Director
City of Eustis
10 North Grove Street
Eustis, FL 32726

Subject: **2025 Water and Wastewater Impact Fee Study**

Dear Ms. Carr:

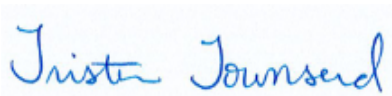
Raftelis Financial Consultants, Inc. (Raftelis) has completed our initial review of the water and wastewater impact fees for the City of Eustis (City). We have summarized the results of our analyses, assumptions, and conclusions in this letter report, which is submitted for your consideration.

We appreciate the opportunity to be of service to the City and would like to thank City staff for their assistance and cooperation during the course of this study.

Sincerely,



Joe Williams
Senior Manager



Tristen Townsend
Consultant

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Water and Wastewater Capacity Impact Fee Update

General

The purpose of the study was to review the City of Eustis (City) current water and wastewater capacity impact fees and provide recommendations for any adjustments. The basis for the fees recommended herein includes: i) the original cost of certain existing water and wastewater facilities with capacity available to serve new growth; and ii) the expansion-related system improvement projects included in the City's multi-year capital improvement plan.

Capacity Impact Fee Background

The City owns and operates a water and wastewater utility system (System). The City has constructed or is planning to construct utility improvements that meet the utility capacity requirements necessary to serve future development and has implemented capacity impact fees to assign capacity-related capital costs to those new customers responsible for such additional costs. To the extent that new population growth and associated development impose identifiable capital costs to the System in order to provide the appropriate services, equity and modern capital funding practices suggest that such costs should be assigned to those system users responsible for the added costs rather than to the existing customer base. Generally, this practice has been labeled as "growth paying its own way."

Existing Capacity Impact Fees

The City's current water and wastewater capacity impact fees were last updated in 2006 and are charged to customers based on equivalent residential units (ERUs). Table 1 below provides the existing impact fees for each system.

Table 1: Existing Capacity Impact Fees per ERU

Description	Water	Wastewater
Eustis Service Area	\$854	\$2,668
Eastern Service Area – Sorrento Springs	\$2,491	\$2,668
Eastern Service Area – Heathrow Country Estates [1]	\$0	\$2,668

[1] The present water system was completed at the cost of the developer, no water impact fee is charged to development in this neighborhood.

Existing System Facilities

The City's water system primarily consists of:

- Six water treatment plants and each are permitted by Florida Department of Environmental Protection (FDEP) to treat a maximum daily flow (Max Day), as measured in million gallons per day (MGD) as follows:
 - Haselton – 1.909 MGD
 - Ardice – 6.288 MGD
 - CR44 – 4.608 MDG
 - Grand Island – 2.000 MGD
 - Eastern – 1.709 MDG
 - Heathrow – 1.368 MDG (Excluded from calculations due to developer contribution).

This is a total of Max Day 16.514 MGD when excluding the capacity of the Heathrow Water Plant. Impact fees are applied to new development based on a level of service (LOS) as measured in average day gallons per day (GPD). While the City has 16.514 MGD of plant capacity constructed, current flows have ranged from 3.1 to 3.4 MGD on an average day measurement over the past three years, which is significantly lower than the total capacity available. Additionally, the City is currently permitted by the St. Johns River Water Management District (SJRWMD) to withdraw an annual average of 5.53 MGD from the Floridan Aquifer across all plants excluding Heathrow. Due to this limitation and the future outlook for growth in the City, the capacity as permitted by SJRWMD is used as the treatment capacity for the water system in the capacity impact fee calculation.

- Approximately 252 miles of water lines ranging in diameter from one inch (1") to twenty-four inches (24").
- Wells, water storage facilities, fire hydrants, meters, and services.

The City's wastewater and reclaimed water system primarily consists of:

- Two wastewater treatment plants (Bates and Eastern) which are permitted by the FDEP to treat a combined total of 3.7 MGD calculated on an annual average daily flow basis.
- Approximately 480 miles of sewer and reclaimed water lines ranging in size from one inch (1") to twenty inches (20").
- Lift stations, manholes, and laterals.

Level of Service Requirements

In the evaluation of the capital facility needs for providing water and wastewater capacity for utility services, it is important that a level of service (LOS) standard be recognized. For water and wastewater service, the level of service that is commonly used is the amount of capacity (service) attributable to an equivalent residential unit (ERU) expressed as the amount of usage (gallons) required on an average daily basis. An ERU is representative of the average capacity required to service a typical individually-metered single-family residential account, which is representative of the typical and most common type of connection.

The current level of service standards per ERU utilized by the City as expressed on a "gallons per day (gpd)" basis is 300 gpd for both the water and wastewater system.

Existing Plant-in-Service

In the determination of the proposed capacity impact fees associated with serving future development, constructed capacity in the existing treatment and bulk- transmission facilities, that has capacity currently available to serve such growth, was considered. Since this capacity was previously constructed and is available to serve the near-term growth of the System, it is appropriate to recognize the cost of capacity from such facilities in the development of the capacity impact fees. In order to evaluate the availability of the existing utility plant-in-service to meet or provide for near-term future capacity needs, it was necessary to functionalize the existing utility plant by specific purpose (treatment, conveyance, etc.). The "functionalization" of the existing utility plant is necessary to: i) identify those assets which should be considered or included in the determination of the capacity impact fees; and ii) match existing plant type to the cost of such capital facilities to serve future development needs.

The functional cost categories are based on the utility purpose of the assets and the service that such assets provide. The following is a summary of the functional cost categories for the utility plant-in-service identified in this report.

Table 2: Functional Plant Categories

Water Service	Wastewater Service	Other Plant
Supply	Treatment	General Plant (Equipment, Vehicles, etc.)
Treatment and Storage	Effluent / Reclaimed Water	
Transmission	Transmission and Master Pumping Stations	
Distribution	Collection (Includes Local Lift Stations, Manholes, and Laterals)	

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It is necessary to functionalize the utility plant into these cost categories so that a reasonable fee can be developed. Generally, the costs of on-site facilities that serve a specific development or customer (not considered as a System-wide cost) are not included in the capacity impact fee. These facilities include onsite (fronting the premise) water distribution and wastewater collection lines, meters and services, local lift stations, and fire hydrants, and are usually donated by a developer. As part of the analysis, a comprehensive classification of the City's existing assets into functional categories to determine the costs eligible to be recovered through capacity impact fees was performed.

The value of existing assets was determined based on the City's current fixed asset records as of September 30, 2024 (the most recently completed fiscal year at the onset of the study). The fixed asset records included a complete listing of water and wastewater related assets with its asset number, cost and improvements (Original Cost), accumulated depreciation, and date acquired for all assets and served as the basis of the functionalization of the existing utility assets. The total original cost of all existing water and wastewater assets as of September 30, 2024 is approximately \$99.2 million. The fixed assets are initially classified by functional categories such as treatment and transmission/distribution. Additionally, detailed transmission and distribution line data was provided by the City and used to allocate the cost of lines between localized improvements, which are excluded from the fee calculation, and the backbone transmission system, which are included in the fee calculation. Local service lines that are dedicated to serving only existing customers, vehicle and minor equipment costs, and assets contributed by or paid for by developers are not included in the capacity impact fee calculation.

The transmission assets are not as detailed in the fixed asset listing, so the estimated original value for all lines was calculated. For this study the City provided total linear feet for all lines 10 inches or larger (generally considered major backbone transmission lines and exclude localized collection lines). Transmission line costs were determined based on detailed line information provided by City staff for the water and wastewater transmission and distribution system. From the fixed asset data, the total original cost of all water transmission and distribution lines was \$20,322,503. The proportion of water mains that were 10 inches or larger comprised approximately 40% of all water lines. Applying this percentage to the original cost of all water transmission and distribution lines results in an estimated original cost of \$8,129,000 for the water transmission system. Tables 3 and 4 show the calculation of the water transmission asset valuation. A similar calculation was performed for wastewater lines and is shown on Tables 5 and 6.

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Table 3: Water Transmission Line Detail

Line Size	Total Water Lines LF	Line Factor [1]	Adj. Total Water Lines LF
1"	12,433	1.00	12,433
1.3"	4,220	1.00	4,220
1 1/2"	196	1.50	294
2"	149,978	2.00	299,956
3"	23,175	3.00	69,525
4"	43,386	4.00	173,544
6"	422,026	6.00	2,532,156
8"	325,832	8.00	2,606,656
10"	69,290	10.00	692,900
12"	223,793	12.00	2,685,516
14"	6,924	14.00	96,936
16"	45,308	16.00	724,928
18"	6,889	18.00	124,002
20"	757	20.00	15,140
24"	65	24.00	1,560
Total	1,334,272		10,039,766

[1] Factor developed based on industry standard approach to estimate the relative difference in cost of materials and installation between the various line sizes.

Table 4: Water Transmission Main Original Cost Calculation

Description	Adj. LF
Water Mains >10"	4,340,982
Total Water Lines	10,039,766
% Water Mains >10"	43.2%
% Water Mains >10" Rounded	40%
Total Water Line Original Cost [1]	\$20,322,503
Water Transmission Main Original Cost	\$8,129,000

[1] Original cost is from fixed asset data provided by the City.

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Table 5: Wastewater Transmission Line Detail

Line Size	Total Wastewater LF [1]	Line Factor [2]	Adj. Total Wastewater Lines LF [1]
1"	8	1.00	8
2"	19,658	2.00	39,316
3"	12,924	3.00	38,772
4"	185,717	4.00	742,868
6"	314,795	6.00	1,888,770
7"	2,979	7.00	20,853
8"	1,286,730	8.00	10,293,840
9"	7,613	9.00	68,517
10"	159,867	10.00	1,598,670
12"	211,032	12.00	2,532,384
15"	35,085	15.00	526,275
16"	275,489	16.00	4,407,824
18"	21,239	18.00	382,302
20"	320	20.00	6,400
Total	2,533,456		22,546,799

[1] Reclaimed lines are included in total.

[2] Factor developed based on industry standard approach to estimate the relative difference in cost of materials and installation between the various line sizes.

Table 6: Wastewater Transmission Main Original Cost Calculation

Description	Adj. LF
Wastewater Mains >10" [1]	9,453,855
Total Wastewater Lines [1]	22,546,799
% Wastewater Mains >10"	41.9%
% Wastewater Mains >10" Rounded	40%
Total Wastewater Line Original Cost [1][2]	\$22,519,361
Wastewater Transmission Main Original Cost	\$9,007,700

[1] Reclaimed lines are included.

[2] Original cost is from fixed asset data provided by the City.

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The table below provides a summary of the System's existing assets that were included in the determination of the proposed water and wastewater capacity impact fees:

Table 7: Utility System Existing Assets Included in Capacity Impact Fees

Description	Water System	Wastewater System [1]	Combined System
System Assets at Original Costs [2]			
Treatment	\$12,414,888	\$38,125,589	\$50,540,478
Transmission/Distribution	20,322,503	22,519,361	42,841,864
General Plant (Vehicle, Machinery, & Equipment)	3,297,241	2,573,577	5,870,818
Total System Assets at Original Costs [1]	\$36,034,632	\$63,218,527	\$99,253,160
Excluded Costs:			
Distribution/Collection & General Plant (Vehicle, Machinery, & Equipment) Related Assets [1] [2] [3]	(\$15,490,741)	(\$16,085,277)	(\$31,576,019)
Contributions (Heathrow Water Plant) [4]	(2,492,601)	0	(2,492,601)
Total Excluded Costs	(\$17,983,342)	(\$16,085,277)	(\$34,068,620)
Net System Assets Included in Capacity Impact Fees	\$18,051,290	\$47,133,250	\$65,184,540

[1] Reclaimed water related assets are included in the wastewater system asset costs.

[2] Amounts shown derived from utility asset records.

[3] Distribution costs of were derived as shown in Tables 4 and 6.

[4] The cost of the Heathrow Water Plant is excluded from the fee calculation as it was contributed capital.

[5] Amounts shown above may differ slightly due to rounding.

Additional Capital Investment

The City's water and wastewater capital improvement plan for the Fiscal Years 2025 through 2030 includes approximately \$52 million in capital projects to be completed over a six-year period. As supported by the fair share apportionment rule identified by impact fee case law, only expansion-related system-wide water production / wastewater treatment and major backbone transmission costs were recognized in the water and wastewater capacity impact fee calculations.

A summary of all the adjustments made in order to arrive at the treatment and transmission capital costs recognized for the capacity impact fee are shown as follows:

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Table 8: CIP and Adjustments

Description	Water System	Wastewater System [1]	Combined System
Projects in CIP through FY 2030 [2] [3]	\$19,775,600	\$32,375,600	\$52,151,200
Adjustments to Remove Non-Expansion Projects	(\$16,022,200)	(\$19,515,300)	(\$35,537,500)
Total Capital Costs Recognized	\$3,753,400	\$12,860,300	\$16,613,700
Percent of Total CIP	19.00%	39.70%	31.90%

[1] Reclaimed projects are included in the wastewater system costs.

[2] Construction work-in-progress project costs are included in CIP as they are not reflected in the assets as of September 30, 2024.

[3] CIP project costs are net of any grant funding or reimbursements.

As shown in the table above, approximately \$4 million of treatment and transmission capital projects have been considered in the water fee evaluation. These projects are related to the expansion at the Eastern Water Plant along with a number of transmission main projects to accommodate new development. With respect to the wastewater system, approximately \$12.5 million of treatment and transmission capital projects have been considered in the fee evaluation. These projects are related to the expansion at the Bates Wastewater Treatment Plant, upgrade and expansion of lift stations, along with force main and reclaimed water main projects that will accommodate new development.

There are potential large developments not contiguous to the City's existing service area that will be required to extend the water and wastewater transmission / collection systems. These improvements are not considered in this impact fee analysis and will not be subject to impact fee credits. These system extensions outside of the typical service and investment required for connections to the System and fall generally under the line extension policies and not subject to impact fee credits.

Water System Capacity Impact Fee Design

The water capacity impact fees are calculated using a LOS based on average daily demand of a single-family residential unit. As previously discussed, the current treatment capacity of existing plants permitted by SJRWMD and recognized in the capacity impact fee calculation is 5.53 MGD.

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The calculation produces a unit cost expressed in gallons per day. Table 9 illustrates the calculation of the water capacity impact fee:

Table 9: Water Capacity Impact Fee Calculation

Description	Treatment	Transmission	Total
Existing Facilities	\$9,922,299	\$8,129,000	\$18,051,299
Planned Improvements from CIP	782,900	2,970,500	3,753,400
Total Treatment Facilities	\$10,705,199	\$11,099,500	\$21,804,699
Existing Capacity (MGD) (AADF)	5.53	5.53	
Unit Cost per Gallon	\$1.94	\$2.01	\$3.95
Level of Service per ERU (in gallons)	300	300	300
Calculated Capacity Impact Fee per ERU	\$580.74	\$603.00	\$1,183.74
Calculated Capacity Impact Fee per ERU (Rounded)	\$580.00	\$603.00	\$1,183.00

[1] Development in the Heathrow Country Estates area will continue to have a \$0 water capacity impact fee.

In the development of the water capacity impact fee, several considerations and assumptions were relied upon. The major assumptions and considerations utilized in the fee design are:

1. The water system CIP as prepared by City staff for the fiscal years 2025 through 2030 was reviewed and utilized for this analysis. First, the capital costs were apportioned by functional category. Next, each project was reviewed to determine if it was a replacement, upgrade, or expansion project. The projects related to renewal and replacement activity were not included in the development of the impact fees, while the upgrade and expansion projects were included.
2. No capital facility costs associated with distribution and on-site service-related facilities have been included in the calculation of the water system capacity impact fee since developers typically pay for and contribute such facilities or the City has adopted a separate fee (e.g., water meter installation fee) to recover the cost of such capital additions (e.g., contributions in aid of construction) and such assets were assumed to provide a more "customer-specific" benefit as opposed to a "system-wide benefit."

The water system capacity impact fee was calculated utilizing: i) estimated capital costs for the water supply / treatment / transmission system; and ii) current utility asset and plant capacity data regarding the water system. By designing the water system capacity impact fee to recover such costs, the fee is intended to provide funds on a reasonable basis in order to recover the costs of growth-related needs of the water system. It should be noted that in the event the capital costs, capacity requirements, or utility service area materially change from what is reflected on Table 8, the water system capacity impact fee may need to be adjusted accordingly.

Based on the timing of the plant capacity improvements along with discussions with the City’s legal team, it was determined that following the phase-in limitations identified in F.S. 163.31801 for impact fees should be considered for the water impact fees. The table below demonstrates the four-year phase in on or around January 1 for each year:

Table 10: Water Capacity Impact Fee Phase In

Description	2026	2027	2028	2029
Water Capacity Impact Fee per ERU	\$936.25	\$1,018.50	\$1,100.75	\$1,183.00

Water Capacity Impact Fee Comparison

In order to provide additional information to the City regarding the proposed capacity impact fees, a comparison of the proposed fees for the City with those of other Florida jurisdictions was prepared. This comparison is illustrated on Figure 1 below and provides a comparison of the proposed capacity impact fees for single-family residential connections (i.e., one ERU) relative to the capacity impact fees or comparable capital connection charges currently imposed by other municipal / governmental water systems located primarily in the central Florida region. It is important to note that no in-depth analysis has been performed to determine the methods used in the development of the water capacity impact fees imposed by others, nor has any analysis been made to determine whether 100% of the cost of new facilities is recovered from these system capacity impact fees. Additionally, no analysis was conducted as to the age, original cost, or types of capital facilities currently in service or planned for the utilities in the comparison.

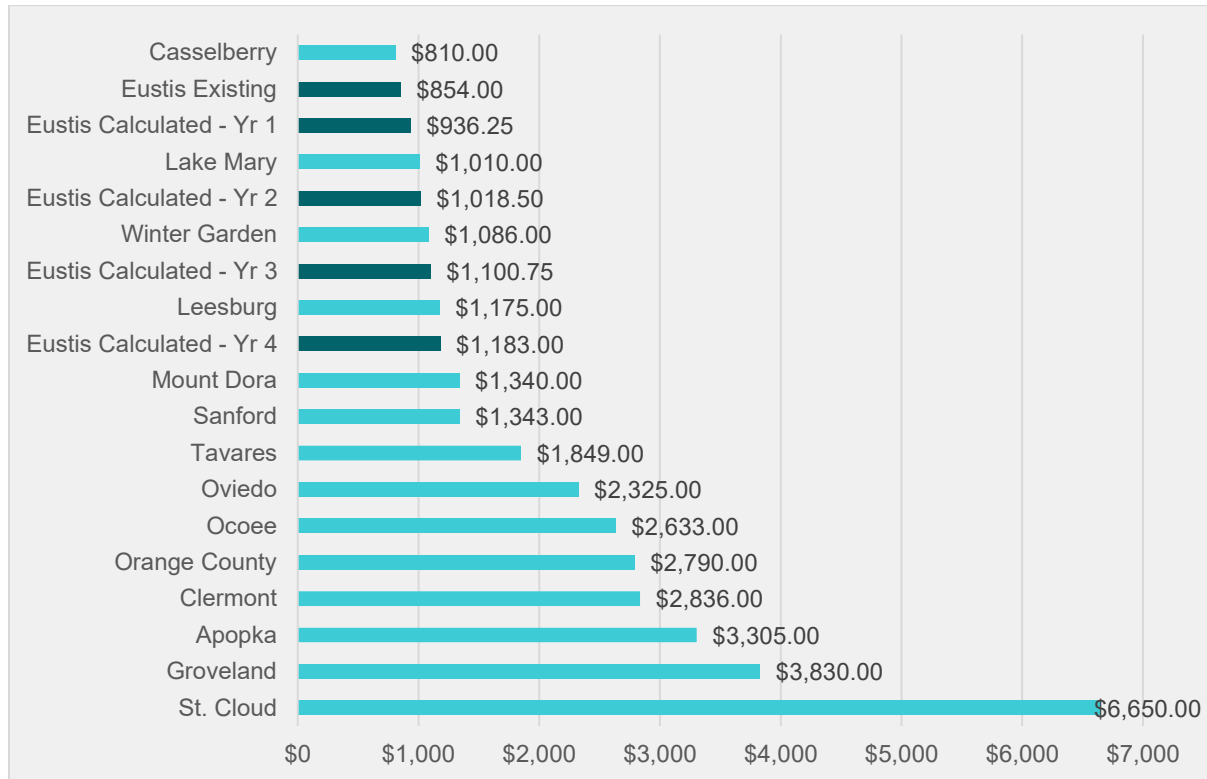
Some reasons why capacity impact fees differ among utilities include the following:

- Source and quality of raw water supply
- Proximity to source of supply
- Type and complexity of treatment process
- Effluent disposal method
- Density of service area
- Availability of grant funding to finance capital assets / CIP
- Age of system and change in construction costs over time
- Utility life cycle (e.g., growth-oriented vs. mature)
- Level of service standards
- Administrative policies and practices

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As shown on the figure below, the calculated water system capacity impact fee of \$1,183 per ERU is competitive with the fees charged to new growth for capital recovery purposes by the surveyed utilities.

Figure 1: Water Capacity Impact Fee Comparison – Single-Family Residential



Note: Eustis calculated fees are proposed to be phased-in in accordance with F.S. 163.31801.

Wastewater System Capacity Impact Fee Design

The wastewater capacity impact fees are calculated using a LOS based on average daily demand of a single-family residential unit. As previously discussed, the current treatment capacity of existing plants is 3.100 MGD and an additional 1.000 MGD will be added through execution of projects included in the CIP for a total of 4.100 MGD.

The calculation produces a unit cost expressed in gallons per day. Table 11 illustrates the calculation of the wastewater capacity impact fee:

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Table 11: Wastewater Capacity Impact Fee Calculation

Description	Treatment	Transmission	Total
Existing Facilities	\$38,125,600	\$9,007,700	\$47,133,300
Planned Improvements from CIP	5,971,400	6,888,900	12,860,300
Total Treatment Facilities	\$44,097,000	\$15,896,600	\$59,993,600
Total Treatment Capacity (MGD) (AADF)	4.100	4.100	
Unit Cost per Gallon	\$10.76	\$3.88	\$14.64
Level of Service per ERU (in gallons)	300	300	300
Calculated Capacity Impact Fee per ERU	\$3,226.62	\$1,164.00	\$4,390.62
Calculated Capacity Impact Fee per ERU (Rounded)	\$3,226.00	\$1,164.00	\$4,390.00

In the development of the wastewater capacity impact fee, several assumptions and considerations were relied upon. The major considerations utilized in the proposed fee design are:

1. The wastewater system CIP as prepared by City staff for the fiscal years 2025 through 2030 was reviewed and utilized for this analysis. First, the capital costs were apportioned by functional category. Next, each project was reviewed to determine if it was a replacement, upgrade, or expansion project. The projects related to renewal and replacement activity were not included in the development of the impact fees, while the upgrade and expansion projects were included.
2. No capital facility costs associated with the existing collection facilities, including local lift stations, manholes, and on-site collection facilities have been included in the calculation of the wastewater system capacity impact fee since the developer generally pays for and contributes such facilities.

As shown on Table 11, the wastewater system capacity impact fee was calculated utilizing: i) the estimated treatment / disposal-related and transmission-related capital costs for the wastewater system; and ii) current utility asset and plant capacity data available regarding the City's wastewater system. By designing the wastewater system capacity impact fee to recover such costs on a prospective basis, the fee is designed to provide funds on a reasonable basis in order to pay for the growth-related needs of the wastewater system. It should be noted that in the event the construction costs, capacity requirements, or utility service area materially change from what is reflected on Table 8, the wastewater system capacity impact fee may need to be adjusted accordingly in subsequent capacity impact fee studies.

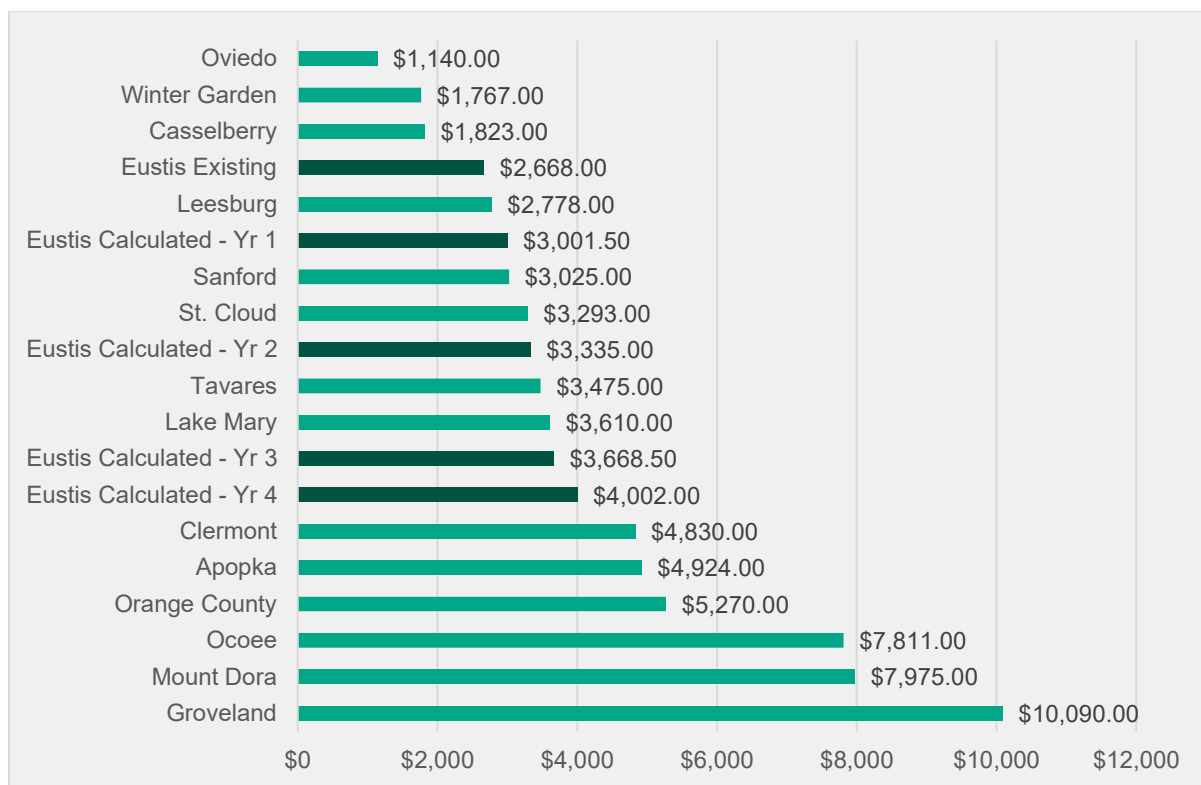
Based on the timing of the plant capacity improvements along with discussions with the City's legal team, it was determined that following the phase-in limitations identified in F.S. 163.31801 for impact fees should be considered for the wastewater impact fees. The calculated increase for the wastewater impact fees is greater than 50%, so the fees as phased in will be lower than the full calculated fee and representative of the maximum 50% amount allowed by F.S. 163.31801. The table below demonstrates the four-year phase in on or around January 1 for each year:

Table 12: Wastewater Capacity Impact Fee Phase In

Description	2026	2027	2028	2029
Wastewater Capacity Impact Fee per ERU	\$3,001.50	\$3,335.00	\$3,668.50	\$4,002.00

Wastewater Capacity Impact Fee Comparison

The figure below provides a comparison of the City's existing and calculated wastewater capacity impact fees to similar fees charged by other Florida communities. The City's calculated wastewater capacity impact fee of \$4,002.00 per ERU is competitive with the fees charged by the surveyed utilities.

Figure 2: Wastewater Capacity Impact Fee Comparison – Single-Family Residential

Note: Eustis calculated fees are proposed to be phased-in in accordance with F.S. 163.31801.

Comparing the capacity impact fees with other representative utilities can provide insights regarding a utility's expansion needs and the pricing policies related to recovering these capital improvements. However, care should be taken in drawing conclusions from such a comparison, as lower fees may not necessarily represent a community with less expansion-related capital needs. Some communities may choose not to update their impact fees often or may choose to adopt impact fees below the true cost to provide an additional unit of capacity as a result of policy decisions. Other factors also affect the level of these impact fees including but not limited to, geographical location, anticipated demand, customer constituency, and the fee-setting methodology.

City of Eustis, Florida
2025 Water and Wastewater Capacity Impact Fee Study

Exhibit 1: Water and Wastewater Capacity Impact Fee Phase-In Schedule

Description	Effective January 1,			
	2026	2027	2028	2029
Water Capacity Impact Fee per ERU [1] [2]	\$936.25	\$1,018.50	\$1,100.75	\$1,183.00
Wastewater Capacity Impact Fee per ERU	\$3,001.50	\$3,335.00	\$3,668.50	\$4,002.00

[1] Heathrow Country Estates water capacity impact fee will remain \$0.00 due to historical developer contributions.

[2] Any decrease in fees relative to existing fees for any service areas are effective immediately and are not to be phased-in.

City of Eustis, Florida
2025 Water and Wastewater Capacity Impact Fee Study

Exhibit 2: Water and Wastewater Capital Improvement Plan [1] [2]

Line No.	Description	Functional Type	Include/Exclude	Projected Fiscal Year Ending September 30,						
				2025	2026	2027	2028	2029	2030	2025 - 2030 Total
1	Debt Service - 2016 Bonds	General	Exclude	\$551,700	\$569,700	\$583,300	\$595,300	\$606,300	\$623,700	\$3,530,000
2	Debt Service SRF	General	Exclude	333,800	345,100	353,100	360,500	367,700	375,800	2,136,000
3	F-150 Pickup Truck	General	Exclude	0	51,700	42,300	0	0	0	94,000
4	8" Portable Lift Station	Transmission	Exclude	0	0	105,800	0	0	0	105,800
5	12" Portable Lift Station	Transmission	Exclude	0	0	0	194,400	0	0	194,400
6	200 KW Portable Generator	General	Exclude	0	0	0	216,000	0	0	216,000
7	Camera Vehicle	General	Exclude	0	0	476,000	0	0	0	476,000
8	Fork Lift & Attachments	General	Exclude	0	170,600	0	0	0	0	170,600
9	Lift Station Crane Truck	General	Exclude	0	0	253,900	0	0	0	253,900
10	One Ton Utility Truck	General	Exclude	0	82,700	84,600	0	0	0	167,300
11	Sewer Cleaning Truck	General	Exclude	570,000	0	0	0	0	0	570,000
12	Sewer Vacuum Truck Rehab	General	Exclude	0	93,100	0	0	0	0	93,100
13	Skid Steer & Loader	General	Exclude	0	0	84,600	0	0	0	84,600
14	WW Pickup Truck Replacement	General	Exclude	55,000	56,900	58,200	59,400	60,600	61,900	352,000
15	Admin Half Ton Truck	General	Exclude	40,000	0	42,300	0	0	0	82,300
16	Backhoe Loader	General	Exclude	0	0	370,200	0	0	0	370,200
17	Half Ton Service Pickup Truck	General	Exclude	0	56,900	58,200	59,400	60,600	0	235,100
18	Heavy Equipment Trailer	General	Exclude	0	25,900	0	0	0	0	25,900
19	Mid-Sized Excavator	General	Exclude	0	310,200	0	0	0	0	310,200
20	One Ton Service Truck	General	Exclude	75,000	82,700	84,600	86,400	88,100	90,100	506,900
21	Biological Process Equipment	Treatment	Exclude	30,000	31,000	31,700	32,400	38,600	39,400	203,100
22	Effluent Pump & Motor	Treatment	Exclude	42,000	0	105,800	0	110,200	112,600	370,600
23	Utilities / Environmental Compliance Vehicles	General	Exclude	35,000	41,400	0	0	0	45,000	121,400
24	Trailer Mounted Valve Exercisor	General	Exclude	0	0	0	0	0	107,000	107,000
25	Bates Ave. Plant Generator Overhaul	Treatment	Exclude	0	82,700	846,200	0	0	0	928,900
26	Bates Ave. Plant Sewer Upgrade	Treatment	Include	35,000	0	105,800	0	0	0	140,800
27	Tertiary Filter	Treatment	Include	0	0	63,500	0	661,000	0	724,500
28	Lift Station Emergency Generator Replacem	Transmission	Exclude	95,000	98,200	100,500	102,600	104,700	107,000	608,000
29	Floating Solar Panel	General	Exclude	0	0	1,586,700	0	0	0	1,586,700
30	Grit System Rehabilitation	Treatment	Exclude	0	0	0	97,200	0	0	97,200
31	Infiltration & Intrusion	Transmission	Exclude	150,000	196,500	179,800	226,800	187,300	236,400	1,176,800
32	Influent Pump Eastern Capacity	Treatment	Include	0	0	63,500	0	330,500	0	394,000
33	Jetta System Rebuild	Treatment	Exclude	0	0	0	0	105,800	0	105,800
34	Laboratory Remodel	Treatment	Exclude	0	0	0	140,400	0	0	140,400
35	Lift Station Control Panels	Transmission	Exclude	0	0	52,900	54,000	55,100	56,300	218,300
36	Lift Station Submersible Pumps	Transmission	Exclude	70,000	118,900	121,600	124,200	126,700	129,500	690,900
37	Master Lift Station Upgrade	Transmission	Include	0	124,100	634,700	0	0	0	758,800
38	Old Eastern Plant Demolition	General	Exclude	0	0	0	162,000	0	0	162,000
39	Process & Clarification Tank	Treatment	Include	0	0	126,900	0	1,542,200	0	1,669,100
40	Reuse Metering	Transmission	Exclude	0	0	0	0	187,300	0	187,300
41	Scum Pump Replacement	Treatment	Exclude	0	0	0	81,000	0	0	81,000
42	Sludge Disposal Electrical Refurbishment	Treatment	Exclude	0	0	0	0	66,100	0	66,100
43	Telemetry / Communication Upgrade	General	Exclude	100,000	103,400	105,800	108,000	110,200	112,600	640,000
44	Wastewater Master Plan Project	Transmission	Include	0	0	0	270,000	0	0	270,000
45	Sealcoating Bates Compound	General	Exclude	0	0	0	0	0	73,200	73,200
46	Lake Gracie Force Main Extension	Transmission	Include	0	0	0	0	0	135,100	135,100
47	Lift Station 7 Expansion	Transmission	Include	0	165,400	0	864,000	0	0	1,029,400
48	CR 44 Force Main	Transmission	Include	0	0	0	0	0	135,100	135,100
49	Jackson St Sanitary Replacement	Transmission	Exclude	0	0	0	0	0	135,100	135,100
50	Cornelia Dr. Second Conn. Point	Transmission	Exclude	0	62,000	0	0	385,600	0	447,600
51	Directional Drill CR44 Meadow Ridge	Transmission	Exclude	0	0	317,300	0	0	0	317,300
52	Eastern High Serv. Pump Soft Starts	Treatment	Exclude	0	93,100	0	324,000	0	0	417,100
53	GST Hand Railing	General	Exclude	75,000	0	0	0	0	0	75,000
54	Heathrow Wells Rehabilitation	Treatment	Exclude	0	0	148,100	0	0	0	148,100
55	Heathrow WTP Ground Storage Tank	Treatment	Exclude	0	0	169,200	0	1,101,600	0	1,270,800
56	Lakeshore Ave. Galvanized Main	Transmission	Exclude	315,000	0	0	0	0	0	315,000
57	Lakewood & Edgewater CI Replacement	Treatment	Exclude	0	62,000	179,800	0	0	0	241,800
58	Laurel Oak Rd. Water Main Replacement	Transmission	Exclude	0	0	105,800	0	330,500	0	436,300
59	Magnolia Ave. Galvanized Main	Transmission	Exclude	0	0	0	108,000	0	562,900	670,900
60	Pine Meadows Main Replacement	Transmission	Exclude	0	0	0	0	165,200	0	165,200
61	Pump Replacements	Transmission	Exclude	25,000	25,900	26,400	27,000	27,500	28,100	159,900
62	Sodium Hypochlorite Tanks	Treatment	Exclude	0	0	0	102,600	0	0	102,600
63	Sorrento Pines West 12" Waterline	Transmission	Exclude	0	336,100	0	0	0	0	336,100
64	Water Master Plan	Transmission	Include	0	0	0	270,000	0	0	270,000
65	Water Meter Rebuild & Replace Program	General	Exclude	200,000	206,800	211,600	216,000	242,400	247,700	1,324,500
66	Water Plant VFD's & Controllers - Ardice	General	Exclude	0	0	0	0	121,200	0	121,200
67	44 WTP Generator Replacement	General	Exclude	0	0	0	0	0	135,100	135,100
68	Jackson St Water Line Replacement	Transmission	Exclude	0	0	0	0	0	135,100	135,100
69	Tank Inspections	Treatment	Exclude	0	14,500	5,300	27,000	28,600	0	75,400
70	Ground Storage Tank	Treatment	Exclude	0	0	1,798,200	0	0	0	1,798,200
71	Eastern Reclaimed Water Main Exten.	Transmission	Include	0	0	0	324,000	0	0	324,000
72	Eastern Water Main Extension	Transmission	Include	0	0	0	324,000	0	0	324,000
73	New Reclaimed Water Meter Service	Transmission	Exclude	50,000	51,700	52,900	54,000	77,100	78,800	364,500
74	New Water Meter Service Sets	Transmission	Exclude	120,000	124,100	126,900	129,600	165,200	168,900	834,700
75	Reclaimed Water Main Expansion	Transmission	Include	0	103,400	0	162,000	99,100	0	364,500
76	Rosenwald 7 Block Watermain [3]	Transmission	Include	75,000	129,300	0	0	0	0	204,300
77	Rosenwald Water	Transmission	Include	0	0	0	0	0	225,200	225,200
78	Eastern Force Main Extension	Transmission	Include	0	0	0	432,000	0	0	432,000
79	Rosenwald 7 Blocks Sewer [3]	Transmission	Include	375,000	361,900	0	0	0	0	736,900
80	Reclaim Master Plan	Transmission	Include	110,000	0	0	0	0	0	110,000
81	Meter Replacement & Rebuild	General	Exclude	226,000	0	0	0	0	0	226,000
82	Eastern Well One	General	Exclude	0	210,900	0	0	0	0	210,900
83	Coolidge Water Main Expansion	Transmission	Include	1,947,000	0	0	0	0	0	1,947,000
84	Jefferis Ct Galvanized Main	General	Exclude	207,000	0	0	0	0	0	207,000
85	Water Dep Office & Comp Cr44	General	Exclude	1,158,100	0	0	0	0	0	1,158,100
86	Lakeshore Ave Galv. Main	General	Exclude	0	367,100	0	0	0	0	367,100
87	Grand Island Wtp Fuel Tank	General	Exclude	292,900	0	0	0	0	0	292,900
88	Eastern Area Expansion	Treatment	Include	0	0	782,900	0	0	0	782,900
89	Crom Tank	General	Exclude	441,200	0	0	0	0	0	441,200
90	CR 44 Force Main	Transmission	Include	525,000	0	0	0	0	0	525,000
91	Hydro Tank Maintenance	General	Exclude	108,000	0	0	0	0	0	108,000

City of Eustis, Florida
2025 Water and Wastewater Capacity Impact Fee Study

Exhibit 2: Water and Wastewater Capital Improvement Plan [1] [2]

Line No.	Description	Functional Type	Include/Exclude	Projected Fiscal Year Ending September 30,						2025 - 2030 Total
				2025	2026	2027	2028	2029	2030	
92	Submersible Pump	General	Exclude	157,000	0	0	0	0	0	157,000
93	Effluent Pump & Motor	General	Exclude	117,000	0	0	0	0	0	117,000
94	Coolidge Sewer Main Expans.	Transmission	Include	2,068,100	0	0	0	0	0	2,068,100
95	Lift Station Control Panels	General	Exclude	110,000	0	0	0	0	0	110,000
96	Lift Station Generator	General	Exclude	727,000	0	0	0	0	0	727,000
97	Lift Station #9 Rehab.	General	Exclude	659,000	0	0	0	0	0	659,000
98	Infiltration / Intrusion	General	Exclude	782,000	0	0	0	0	0	782,000
99	Main WWTP Expansion [4]	Treatment	Include	3,043,000	0	0	0	0	0	3,043,000
100	Eastern Plant Turbine	General	Exclude	0	213,700	0	0	0	0	213,700
101	Eastern High Service Pump	General	Exclude	456,000	0	0	0	0	0	456,000
102	Cameras	Transmission	Exclude	26,700	0	0	0	0	0	26,700
103	Communications Upgrades	General	Exclude	36,000	0	0	0	0	0	36,000
104	Communications Upgrades	General	Exclude	24,800	0	0	0	0	0	24,800
105	Professional Services	General	Exclude	72,100	0	0	0	0	0	72,100
106	Ardice Well	Treatment	Exclude	73,500	0	0	0	0	0	73,500
107	Eastern Well One	Treatment	Exclude	12,400	0	0	0	0	0	12,400
108	One Ton Service Truck	General	Exclude	5,000	0	0	0	0	0	5,000
109	Utility Relocation	Transmission	Exclude	61,100	0	0	0	0	0	61,100
110	Jefferis Ct Galvanized Main	General	Exclude	176,300	0	0	0	0	0	176,300
111	Bay State South Utility	General	Exclude	75,000	0	0	0	0	0	75,000
112	Water Depot Office	General	Exclude	700	0	0	0	0	0	700
113	Office Generator	General	Exclude	120,000	0	0	0	0	0	120,000
114	Grand Island WTP Fuel Tank	General	Exclude	69,000	0	0	0	0	0	69,000
115	Crom Tank	Treatment	Exclude	800	0	0	0	0	0	800
116	Crane Truck	General	Exclude	18,100	0	0	0	0	0	18,100
117	Lift Station Control Panels	Transmission	Exclude	74,700	0	0	0	0	0	74,700
118	Lift Station Generator	Transmission	Exclude	353,500	0	0	0	0	0	353,500
119	Lift Station #9 Rehab	Transmission	Exclude	538,400	0	0	0	0	0	538,400
Total Capital Improvement Plan				\$18,289,900	\$5,169,600	\$10,646,900	\$6,334,200	\$7,553,000	\$4,157,600	\$52,151,200

Capital Improvements Included in Capacity Fee Calculation:

Water									
Treatment	\$0	\$0	\$782,900	\$0	\$0	\$0		\$782,900	
Transmission	2,022,000	129,300	0	594,000	0	225,200		2,970,500	
Total Water Included	\$2,022,000	\$129,300	\$782,900	\$594,000	\$0	\$225,200		\$3,753,400	
Wastewater [5]									
Treatment	\$3,078,000	\$0	\$359,700	\$0	\$2,533,700	\$0		\$5,971,400	
Transmission	3,078,100	754,800	634,700	2,052,000	99,100	270,200		6,888,900	
Total Wastewater Included	\$6,156,100	\$754,800	\$994,400	\$2,052,000	\$2,632,800	\$270,200		\$12,860,300	
Total Capital Improvements Included	\$8,178,100	\$884,100	\$1,777,300	\$2,646,000	\$2,632,800	\$495,400		\$16,613,700	

Footnotes:

[1] Project costs have been escalated annually across the forecast period.

[2] Projects above are from the City's FY 2026 - FY 2030 Capital Improvement Plan and also includes FY 2025 construction work-in-progress project costs, and FY 2024 carryover project costs.

Only projects identified by staff for expansion are included in the fee calculations.

[3] 50% of the Rosenwald 7 Block Watermain and Sewer projects are to be reimbursed from FDOT. The costs shown in Lines 76 and 79 are net of anticipated reimbursements.

[4] The Main WWTP Expansion project cost was \$13,043,000. The City received \$10,000,000 in ARPA funding which has been removed from the project costs and the remaining \$3,043,000 is included in Line 99 above.

[5] Reclaimed project costs are incorporated into the wastewater impact fee calculation.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: September 18, 2025

RE: **Explanation of Ordinance Numbers 25-28, 25-29, and 25-30**

Ordinance Number 25-28 – Voluntary Annexation

Ordinance Number 25-29– Comprehensive Plan Amendment

Ordinance Number 25-30 – Design District Assignment

FIRST READING

Ordinance Number 25-28: Annexation of Parcel with Alternate Key Number 1734231

Introduction:

Ordinance Number 25-28 provides for the voluntary annexation of approximately 0.45 acres of land located at the intersection of Maine Avenue and Rockport Street, on the east side of Rockport Street. (Alternate Key Number 1734231). Provided the annexation of the subject property is approved, via Ordinance Number 25-28, Ordinance Number 25-29 would change the future land use designation from Urban Medium in Lake County to Residential Office Transitional (RT) in the City of Eustis, and Ordinance Number 25-30 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 25-28 is denied, then there can be no consideration of Ordinance Numbers 25-29 and 25-30.

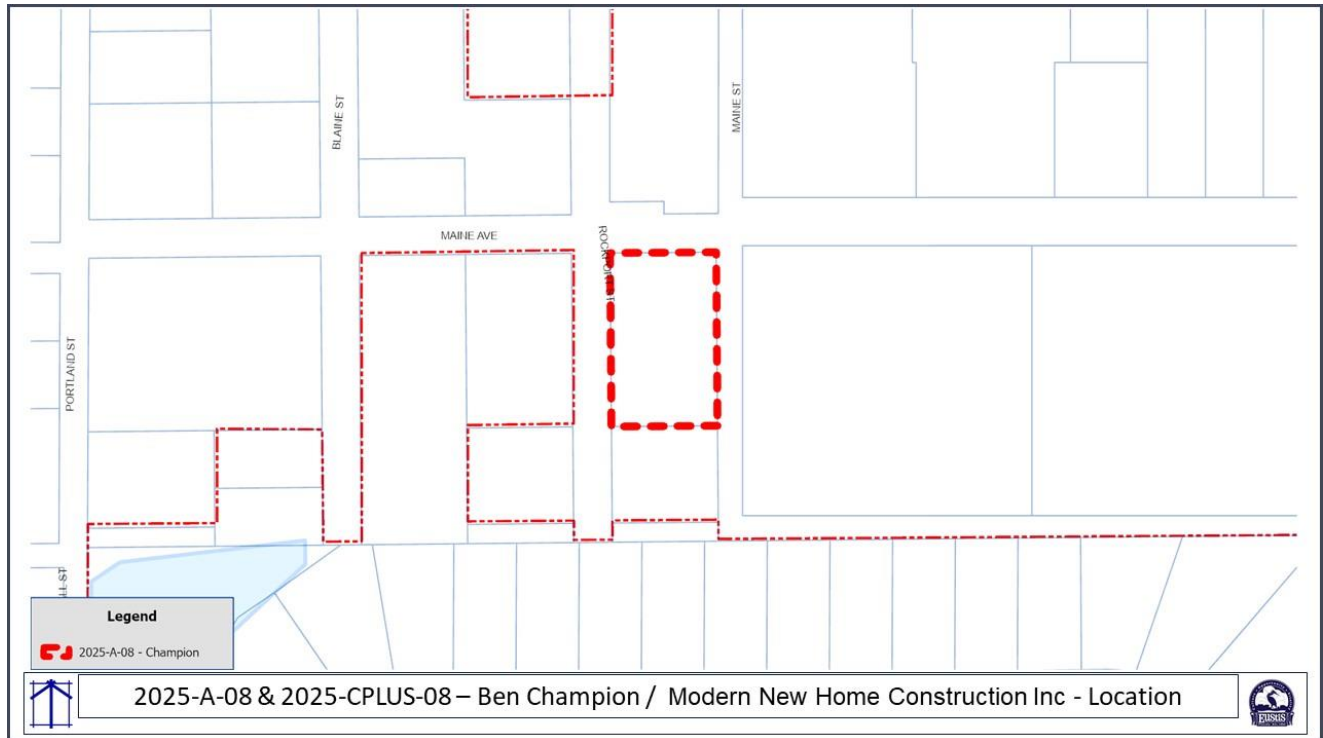
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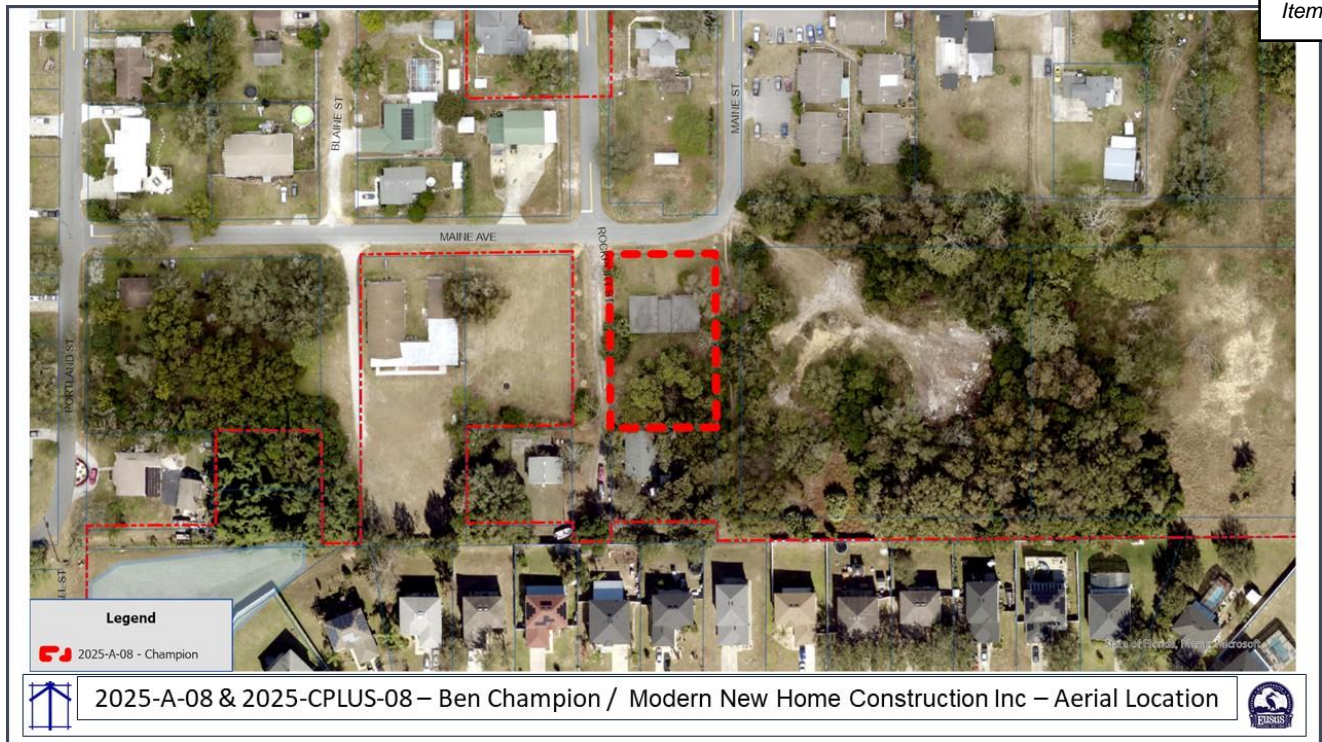
1. The site contains approximately 0.45 acres (19,600 sq ft) and is located within the Eustis Joint Planning Area with Alternate Key Number 1734231.
2. The lot has a lot frontage on Maine Avenue of 100 feet and a lot depth of 180 feet along the unimproved Rockport Street south of Maine Avenue.
3. The proposed annexation property is within an enclave area of the City and is contiguous to the City boundaries represented on the Location map, herein.
4. The site has a Lake County land use designation of Urban Medium, but approval of Ordinance Number 25-29 would change the land use designation to Residential Office Transitional (RT) in the City of Eustis.

Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Subject Property	Duplex Residential Structure	Urban Medium (Lake County)	N/A

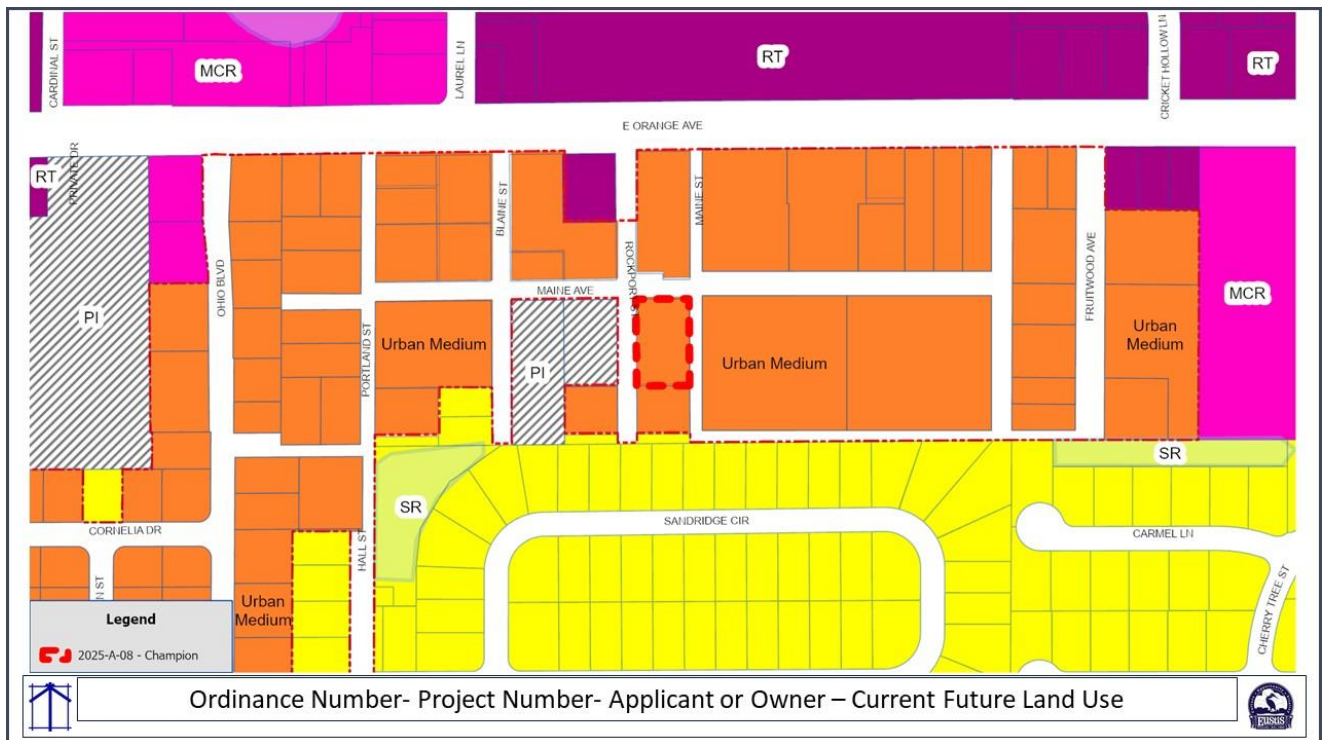
North	Single-Family	Urban Medium (Lake County)	N/A
South	Single-Family	Urban Medium (Lake County)	
East	Vacant	Urban Medium (Lake County)	
West	Church	Public/ Institutional	Church

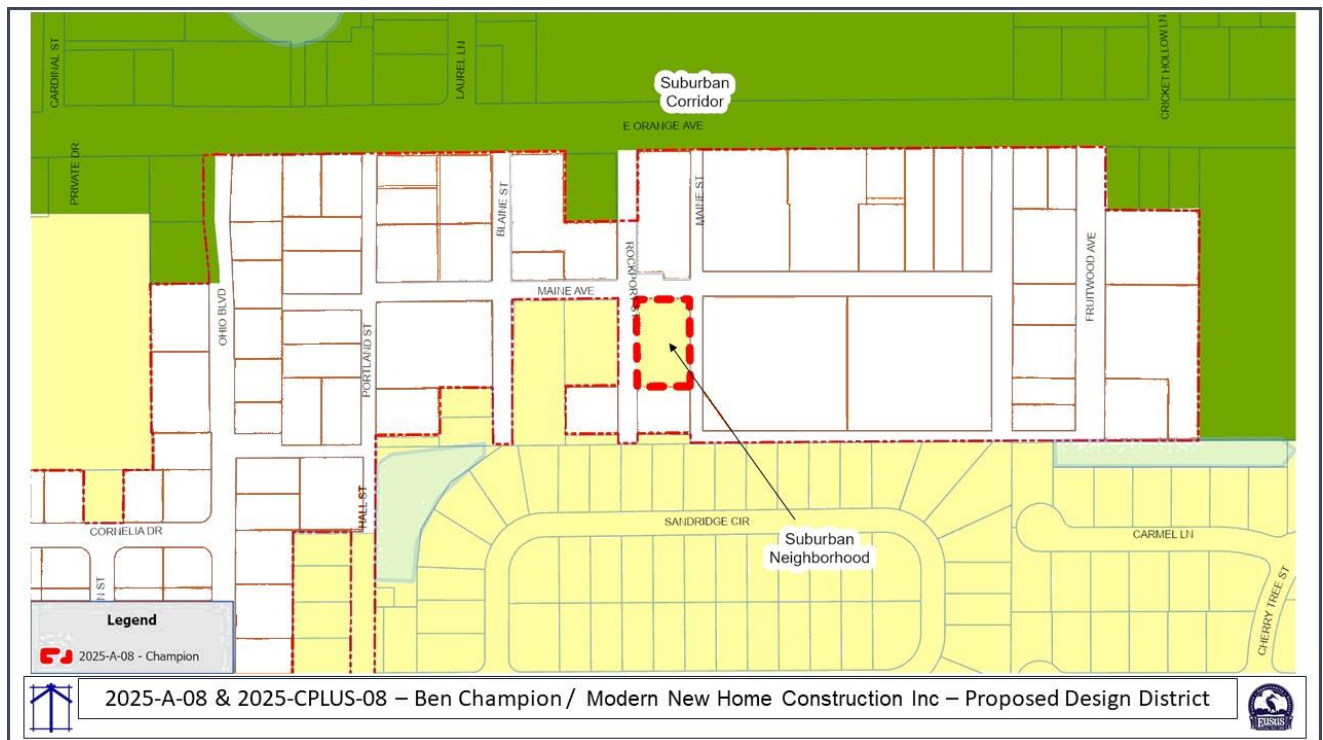
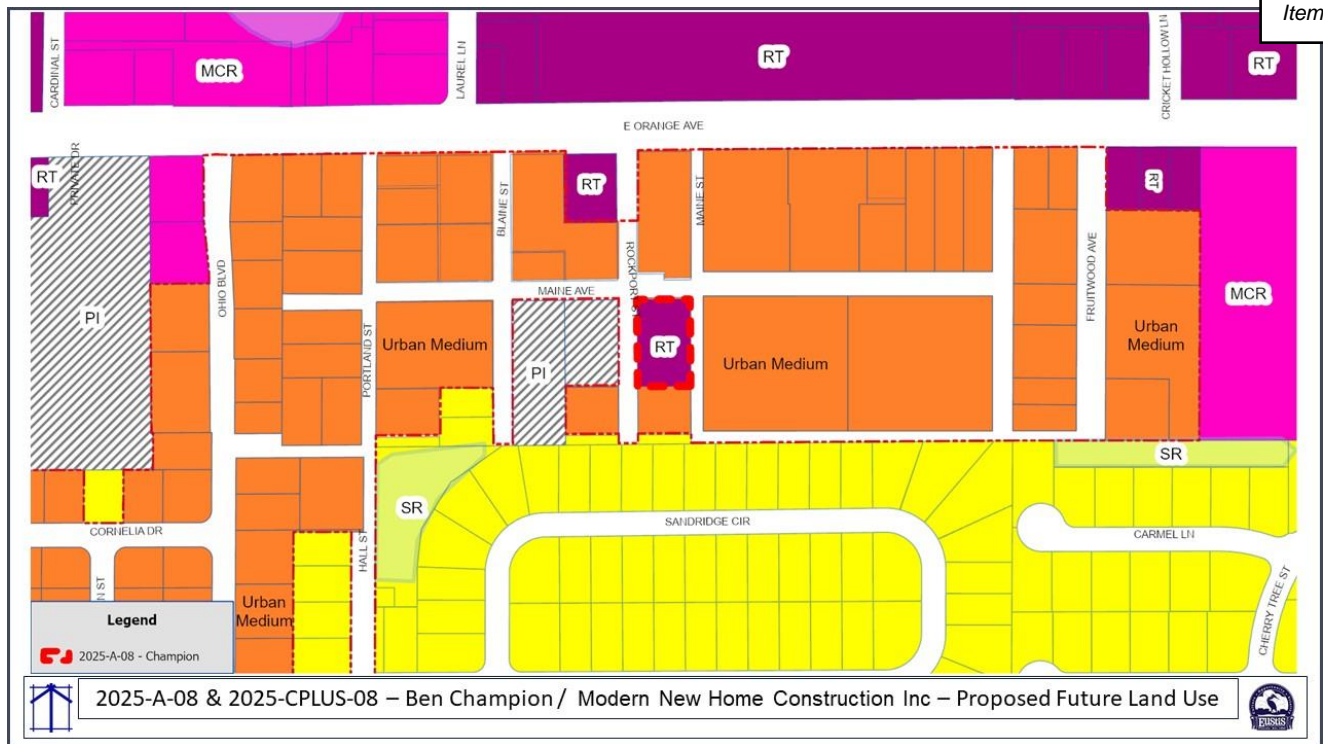




Applicant's Request

The applicant is Ben Champion, and the property owner is Modern New Home Construction, Inc. They wish to annex the referenced property, change the future land use to Residential Office Transitional (RT), and assign a design district of Suburban Neighborhood.





The current Lake County future land use designation for the subject property is Urban Medium. The Lake County land use designation allows for residential uses of up to seven (7) dwelling units per net buildable acre.

The property owner has requested the City of Eustis Residential Office Transitional future land use designation with the annexation. The RT future land use provides for residential uses up to twelve (12) dwelling units per acre.

A. Analysis of Annexation Request (Ordinance Number 25-28)

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.”

The subject property is located within the Joint Planning Area. Urban services of adequate capacity are available to serve future development, consistent with the requested Residential Office Transitional (RT) future land use designation. The responsibility for extension/construction of the driveway access and utilities, including the water and sewer system, will remain with the owner of the property.

2. Florida Statutes Voluntary Annexation - Chapter 171.044(1):

“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.”

The Joint Planning Area boundaries define the reasonably compact area where the City could provide services effectively and efficiently. The subject property lies within that planning area; the property is part of an enclave, it is contiguous to the City limits on the western boundary, and the owner petitioned for annexation.

3. Florida Statutes Voluntary Annexation - Chapter 171.044(2):

“...Said ordinance shall be passed after notice of the annexation has been published at least once each week for two (2) consecutive weeks in some newspaper in such city or town...”

The department published notice of this annexation in the Daily Commercial following the established requirements on September 8, 2025, and again on September 11, 2025, and will publish notice again before adoption of the Ordinance.

4. Florida Statutes Voluntary Annexation - Chapter 171.044(5):

“Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”

Annexation of the subject property does not create an enclave.

5. Florida Statutes Voluntary Annexation - Chapter 171.044(6):

“Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located...”

The department notified the Lake County Board of County Commissioners on August 28, 2025, via email and by Certified Mail.

B. Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 25-29)

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.

- C. 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 Transitional (RT) future land use, due to the residential densities and professional office uses that it allows, may not be the best fit for the surrounding area. The outline and summary of this analysis are included as a supplement to this report.**



D. Analysis of Design District Request (Ordinance Number 25-30):

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, or rural transect consistent with the surrounding area.

The City's Land Development Regulations set forth standards for review when changing or in the case of annexation, assigning a Design District. Staff has reviewed these standards and finds the proposed Suburban Corridor Design District consistent with those standards. The outline and summary of this analysis are included as a supplement to this report.

Recommended Action:

Development Services finds the proposed annexation and Design District designations consistent with the Comprehensive Plan, Land Development Regulations, and surrounding and adjacent land uses. However, it does not find the Future Land Use (Residential Office Transitional (RT)) consistent, therefore, it does not recommend approval of Ordinance Numbers 25-28, 25-29, and 25-30.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 25-28 (Annexation), 25-29 (Comp. Plan Amendment), and/or 25-30 (Design District Designation).
2. Deny Ordinance Numbers 25-28, 25-29, and 25-30.

Budget/Staff Impact:

There would be no direct costs to the City beyond the regular City services. There would be no additional staff time beyond the standard review process.

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:

Jeff Richardson, AICP, Deputy Director, Development Services

Reviewed By:

Mike Lane, AICP, Development Services Director

ORDINANCE NUMBER 25-28

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 0.45 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1734231, SOUTH OF THE INTERSECTION OF MAINE AVENUE AND ROCKPORT STREET, ON THE EAST SIDE OF ROCKPORT STREET.

WHEREAS, Modern New Home Construction Inc. made an application for voluntary annexation of approximately 0.45 acres of real property at Lake County Property Appraiser's Alternate Key Number 1734231, at the intersection of Maine Avenue and Rockport Street, on the east side of Rockport Street, more particularly described as:

Parcel Alternate Key: 1734231

Parcel Identification Number: 12-19-26-4100-006-00100

Legal Description:

RICHARD'S ADD LOTS 1, 2, 3 BLK 6 PB 1 PG 36 ORB 6544 PG 2126

(The foregoing legal description was copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy)

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 September 18, 2025, the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on October 23, 2025, 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 0.45 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 23rd day of October 2025.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

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

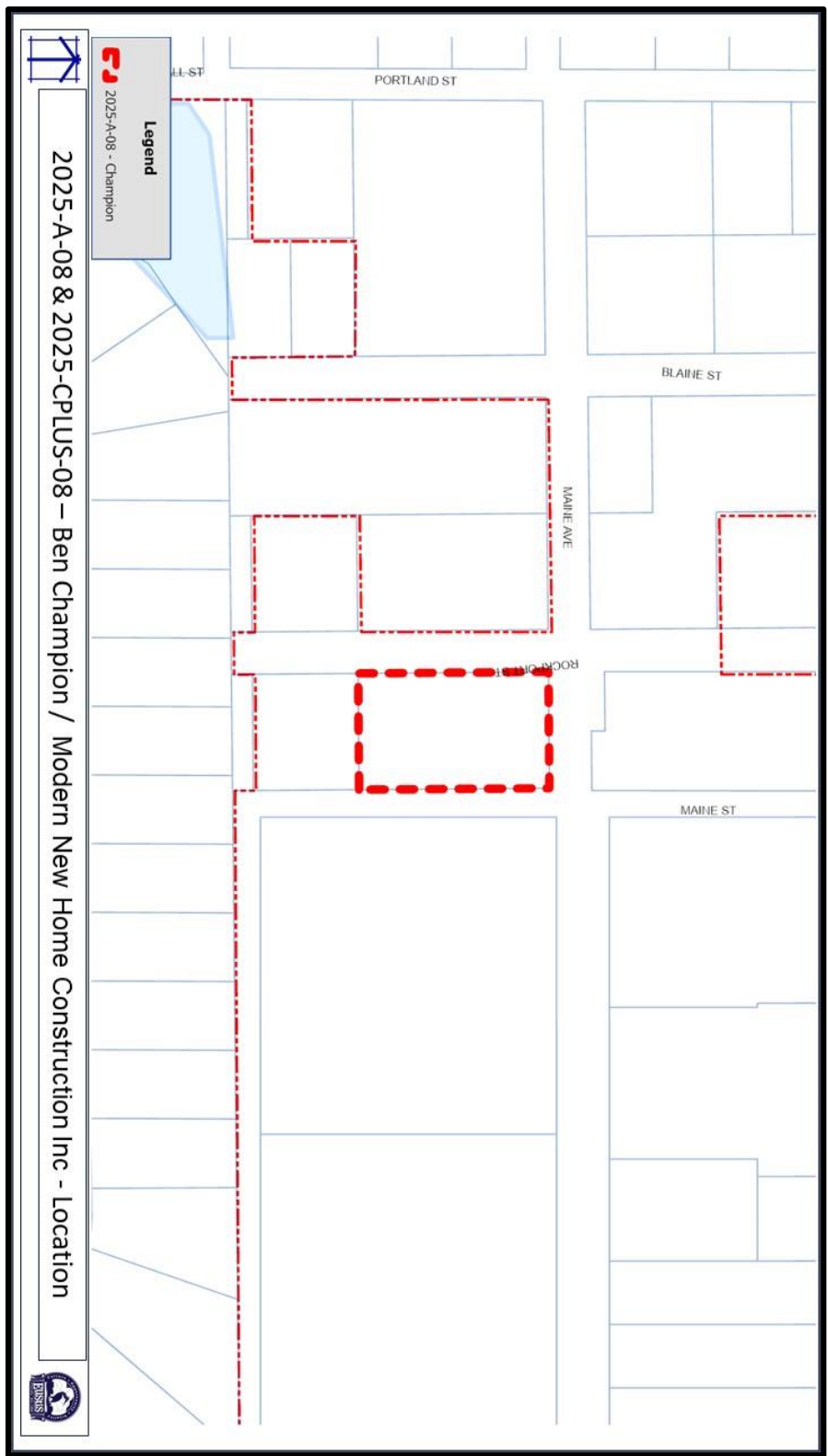
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-28 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



Analysis of Annexation Request (Ordinance Number 25-28)

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.”

The subject property is located within the Joint Planning Area. Urban services of adequate capacity are available to serve future development, consistent with the requested Residential Office Transitional (RT) future land use designation. The responsibility for extension/ construction of the driveway access and utilities, including the water and sewer system, will remain with the owner of the property.

2. Florida Statutes Voluntary Annexation - Chapter 171.044(1):

“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.”

The Joint Planning Area boundaries define the reasonably compact area where the City could provide services effectively and efficiently. The subject property lies within that planning area. The property is part of an enclave, it is contiguous to the City limits on the western boundary, and the owner petitioned for annexation.

3. Florida Statutes Voluntary Annexation - Chapter 171.044(2):

“...Said ordinance shall be passed after notice of the annexation has been published at least once each week for two (2) consecutive weeks in some newspaper in such city or town...”

The department published notice of this annexation in the Daily Commercial following the established requirements on September 8, 2025, and again on September 11, 2025, and will publish notice again before adoption of the Ordinance.

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“Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located...”

The department notified the Lake County Board of County Commissioners on August 28, 2025, via email and by Certified Mail.

**Analysis of Comprehensive Plan/Future Land Use Request (2025-CPLUS-08)
Ordinance Number 25-29)**

In accordance with the 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.

This indicator does not apply. The requested future land use will provide for a higher density (12 du/acre), and the RT designation allows optional uses of single-family, duplex, multi-family, and office professional uses. The site does not constitute a substantial area of the jurisdiction, with only .45 acres.

2. Urban Development in Rural Areas:

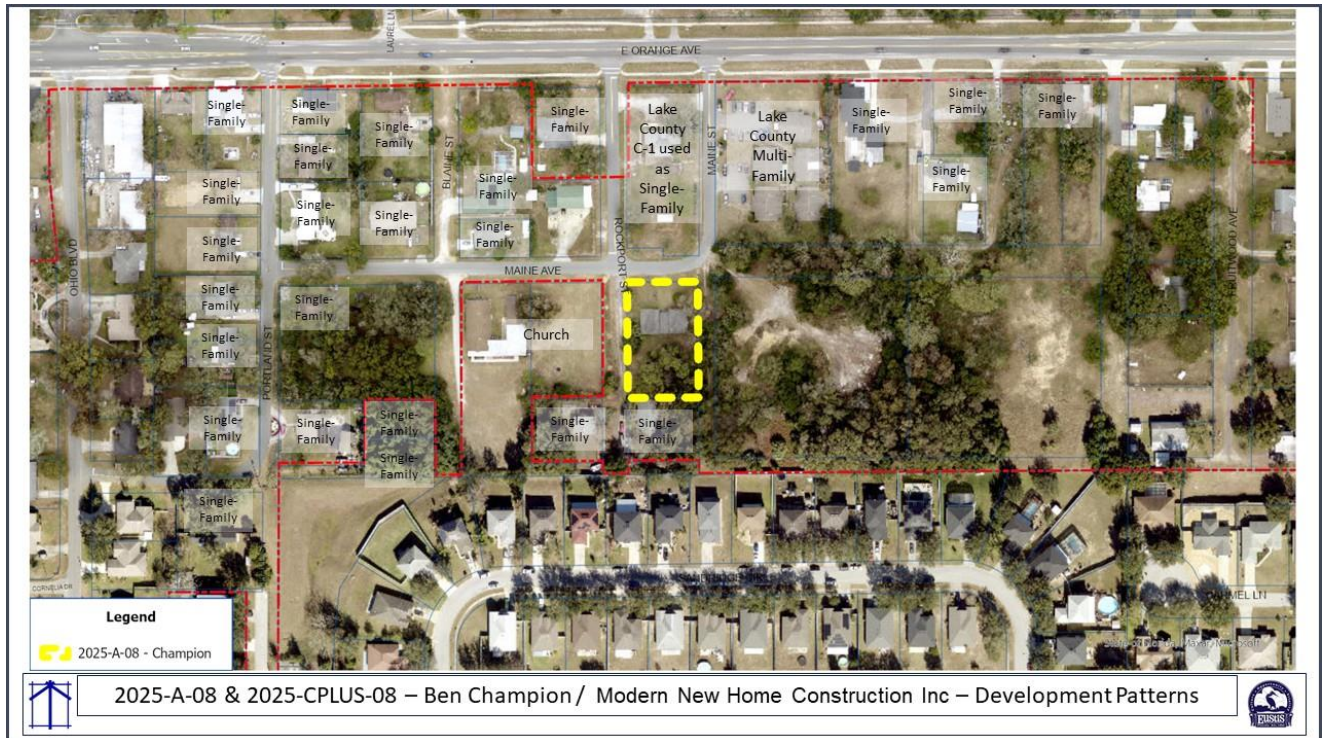
Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

This indicator does not apply. The subject property is located in an enclave area, and the City will require city services to develop. City Water is available along Maine Avenue. City Sewer Services will need to be run from the south to serve the property. The area surrounding the proposed annexation is predominantly residential in nature with an established suburban development pattern.

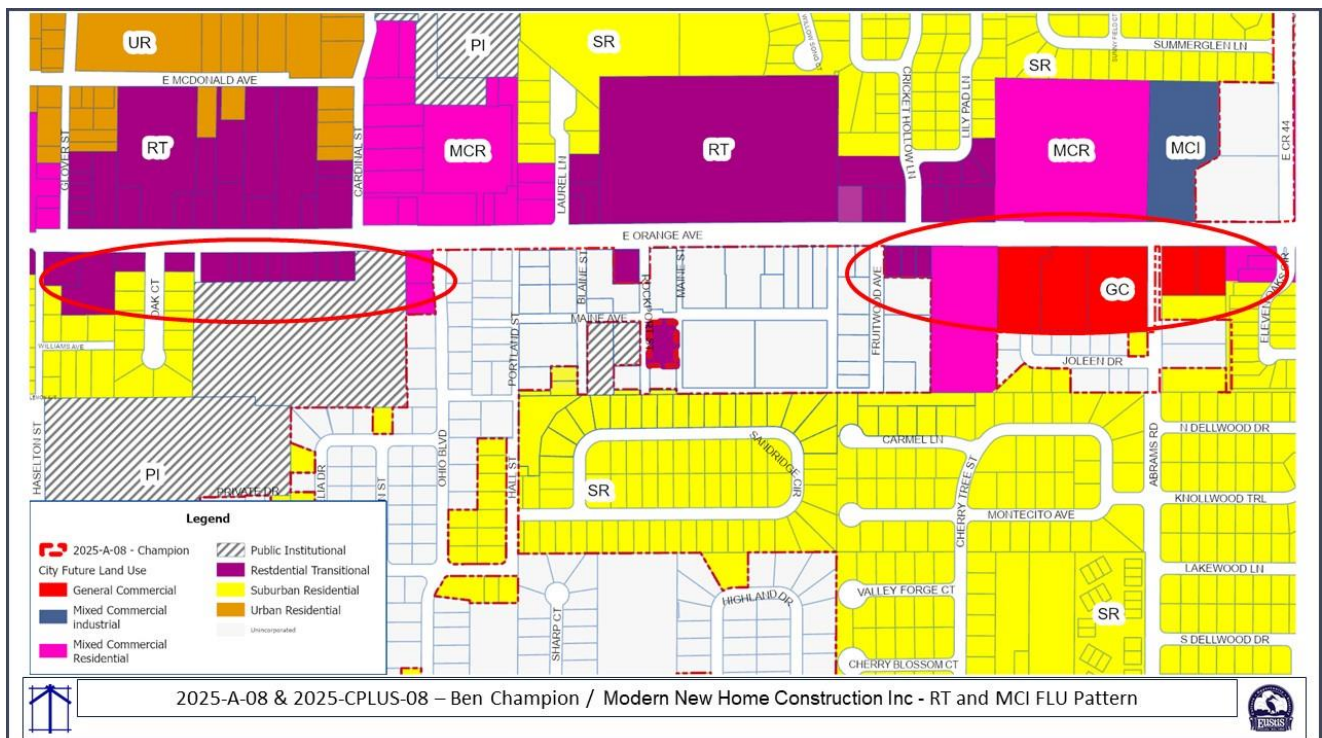
3. Strip or Isolated Development:

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

This indicator does not apply. However, given the established development patterns in the immediate area, the requested Future Land Use for the subject property will allow for uses potentially inconsistent with the existing patterns, as the property is set one block from the Orange Avenue corridor, and is predominantly single-family residential in nature.



The Residential Office Transitional future land use has typically been assigned to parcels with direct frontage to Orange Avenue, by assembly and ownership at the time of establishment.



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.

This indicator does not apply. The subject property is not subject to floodplain impact and does not contain wetland areas. The Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at the time of development warrant such protection.

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. This site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed and further developing area.

6. Public Facilities:

Fails to maximize the use of existing public facilities and services.

This indicator does not apply. City water and sewer facilities are available from the north and south sides of the property. Water service may be provided to the property, and sewer may need to be extended via existing easements from the subdivision to the south. The responsibility for permitting, extending/constructing the sewer system and driveway access (paving the unimproved right of way as a street is not mandatory) will remain with the owner of the property.

7. Cost Effectiveness and Efficiency of Public Facilities:

Allows for land use patterns or timing which 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. Adequate capacity is available to serve the existing and future development. City water and sewer facilities may be provided to the property, and sewer may need to be extended via existing easements from the subdivision to the south. The responsibility for permitting, extending/constructing the sewer system and driveway access (paving the unimproved right of way as a street is not mandatory) will remain with the owner of the property.

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 use. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses.

9. Infill and Redevelopment:

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

This property will promote infill development by allowing access to public facilities. Assignment of the Residential Office Transitional, due to allowable densities and non-residential uses, may discourage further single-family infill within the existing neighborhood.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

The site is surrounded by single-family development on the adjacent properties. The Residential Office Transitional (RT) allows for residential single-family attached and detached, multi-family, and office professional uses. This would provide for a mix of uses to the neighborhood. However, the compatibility of certain uses may inhibit continuation and infill of the single-family development pattern.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

This indicator does not apply. The Land Development Regulations include provisions to provide adequate access and linkage between related uses. City Departments will ensure compliance with these standards at the time of development review.

12. Open Space:

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

This indicator does not apply. The subject property is an existing residential parcel and does not connect to any community of regional open space.

13. 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 existing suburban development patterns and is an infill of the urban development boundary. The Comprehensive Plan and Land

Development Regulations have provisions to protect natural resources and ecosystems at the time of site plan approval.

b. Efficient and Cost-Effective Services:

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

c. ***City water and sewer facilities are available from the north and south sides of the property; water service may be provided to the property, however it appears that sewer services will need to be extended from the subdivision to the south to connect. The responsibility for permitting, extending/constructing the sewer system and driveway access (paving the unimproved right of way as a street is not mandatory) will remain with the owner of the property.***

d. 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.

At the time of development, the site must meet the City's Land Development Regulations, including the creation of streets and street connections. Access through Maine Avenue is available from the north side of the property. The responsibility for the permitting and construction of the driveway access to the subject property (or properties) will remain with the property owner.

e. Water and Energy Conservation:

Promotes the conservation of water and energy.

The development of the site must meet City development and Florida Building Code standards, which will require energy-efficient and water-efficient appliances.

f. 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 area.

g. Open Space:

Preserves open space and natural lands and provides for public open space and recreation needs.

This is not applicable. The site does not provide or connect to functional open space or natural areas on a community or regional basis.

h. Balance of Land Uses:

Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

The site is surrounded by single-family development on the adjacent properties. The Residential Office Transitional (RT) allows for residential single-family attached and detached, multi-family, and office professional uses. This would provide for a mix of uses to the neighborhood. However, the compatibility of certain uses may inhibit the compatible continuation and infill of the single-family development pattern.

i. 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 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.

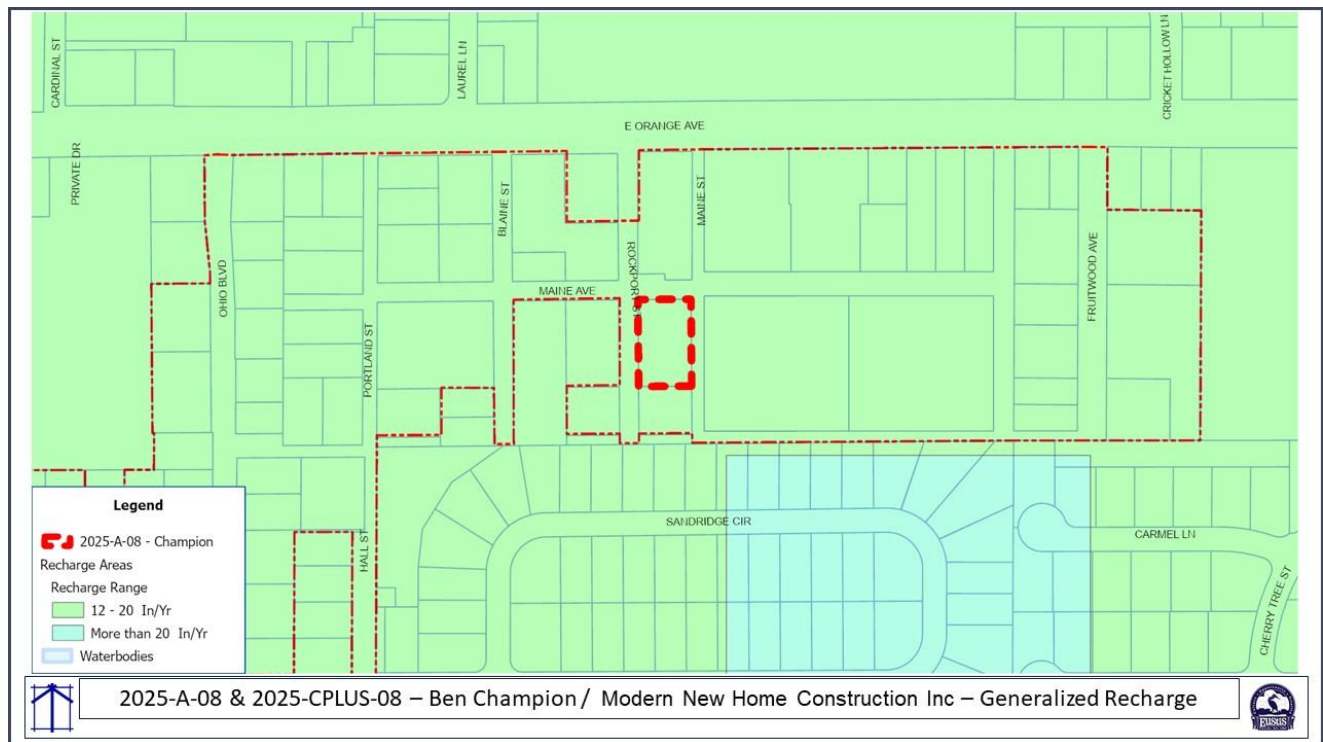
- a. Emergency Services Analysis:
Eustis Emergency Services already provides emergency response to other properties in the area. Any development consistent with the Residential Office Transitional (RT) future land use designation would not have a significant negative impact on the operations of Eustis emergency services.
- b. Parks & Recreation:
In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity Analysis, as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population of 20,015. The current population is approximately 24,500.
- c. Potable Water & Sanitary Sewer:
City water and sewer facilities are available from north and south side of the property, water service may be provided to the property. The responsibility for extending/constructing the sewer system and driveway access (paving the road is not mandatory) will remain with the owner of the property.
- d. Schools:
The proposed change should not negatively impact schools. At the time of development application, verification of capacity will be required from Lake County Schools.
- e. Solid Waste:
The City contracts with Waste Management for the hauling of solid waste. The company already services properties in the general area of the subject property. Serving this property will increase efficiency in the delivery of services.
- f. Stormwater:
The Comprehensive Plan and Land Development Regulations include the level of service 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:
This potential annexation and the subsequent development of the property will not add additional impacts.

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 high recharge area, and a site-specific geotechnical and hydrologic 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.

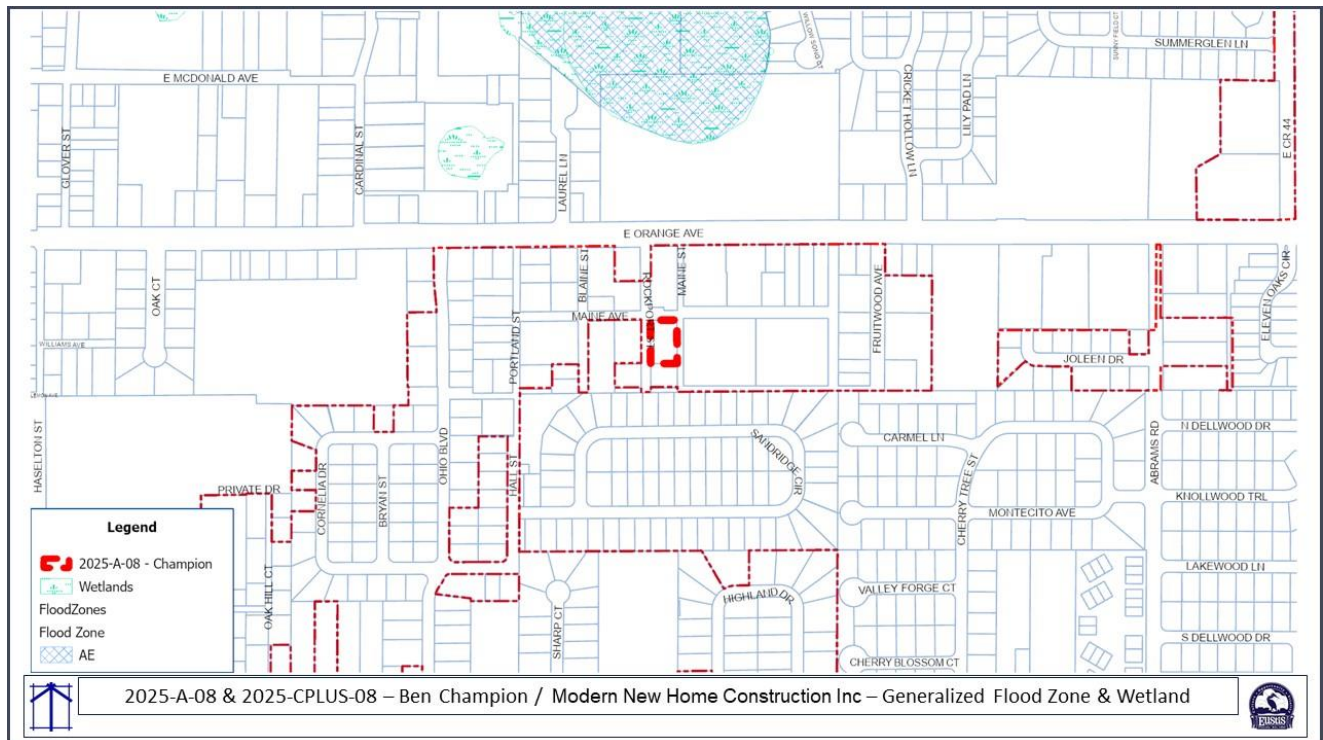


b. Historical or archaeological sites:

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

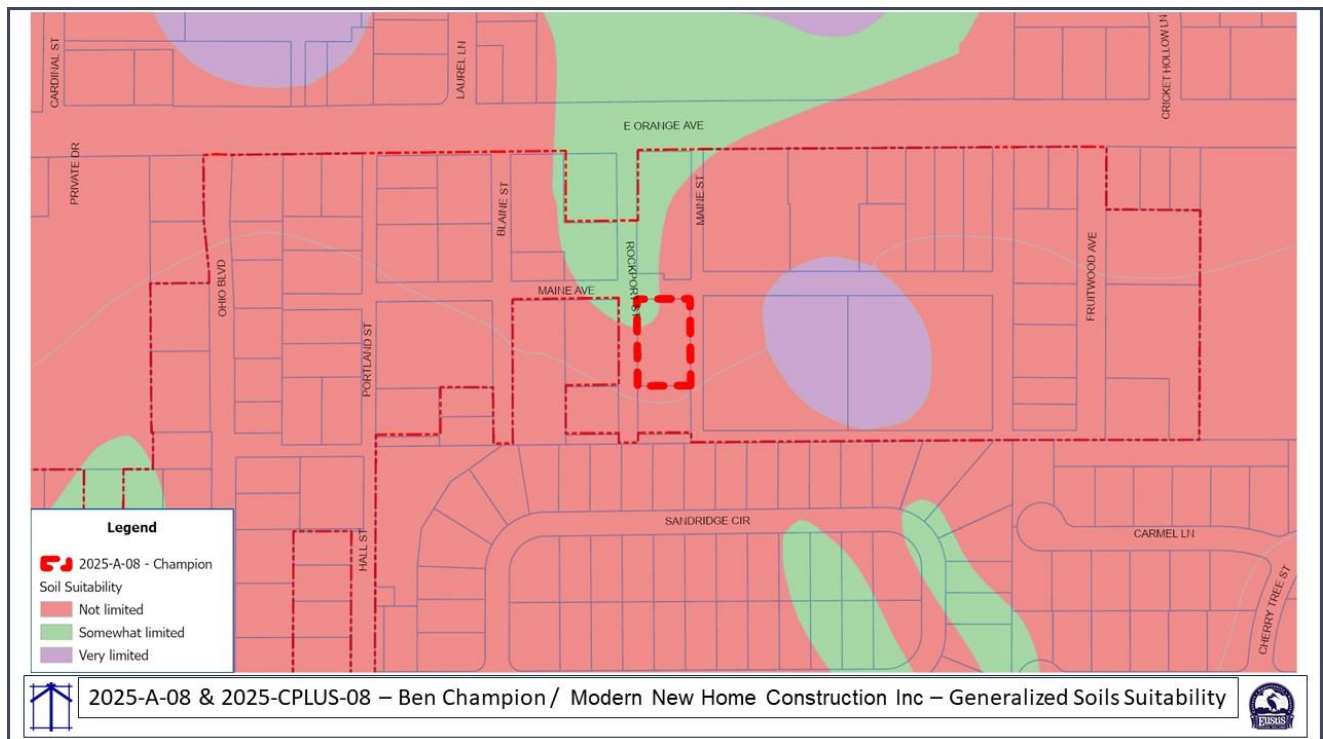
c. Flood zones:

The subject property is not impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones.



d. Soil and topography:

Soils for the site do not pose a limitation for building.



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-1.3.3 Urban Medium Density Future Land Use Category

The Urban Medium Density Future Land Use Category provides for a range of residential development at a maximum density of seven (7) dwelling units per one (1) 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 close proximity to major collectors and arterial roadways to minimize traffic on local and minor collector roadways and to provide convenient access to transit facilities.

This category may serve as an effective transition between more intense and less intense urban land uses.

Within this category any residential development in excess of 10 dwelling units shall be required to provide a minimum 20% of the net buildable area of the entire site as common open space. The maximum intensity in this category shall be 0.35, except for civic uses and Economic Development Overlay District uses, which shall be 0.50. The maximum Impervious Surface Ratio shall be 0.70.

42 TYPICAL USES INCLUDE:

- *Residential;*
- *Rooming and boarding houses;*
- *Nursing and personal care facilities;*
- *Civic uses;*
- *Passive parks;*
- *Schools;*

- *Religious organizations;*
- *Day care services;*
- *Office uses;*
- *Commerce uses, including: Services and Retail trade as allowed pursuant to Policy I-1.3.10 commercial activities within the urban future land use series;*
- *Public order and safety; and*
- *Economic Development Overlay District Uses for properties included within the Economic Development Overlay District Map (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 that take place primarily within an enclosed building;*
- *Animal specialty services;*
- *Mining and resource extraction;*
- *Hospitals; and*
- *Utilities.*

(Ord. No. 2014-19, § 2, 4-22-2014)

Proposed Land Use According to the Eustis Comprehensive Plan:

Residential / Office Transitional (RT)

This land use designation applies to older residential areas having residential character, which are located adjacent to non-residential development. The purpose is to provide for establishment of business and professional offices and limited retail and service businesses while maintaining residential character or compatibility. The concept is that many older residences are impacted by traffic or adjacent non-residential uses and are no longer economically viable as dwellings. Allowance of limited commercial use is a means of making these areas more productive while maintaining a residential-type character.

General Range of Uses: This category accommodates residential uses; professional and business offices in certain predominantly residential areas near major traffic arteries and adjacent to commercial areas; outdoor recreation; and schools. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre.

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 or limitations regarding the amount of residential and non-residential uses allowable in an area designated RT on the Future Land Use Map. For the mixed land use category RT, the city establishes, and shall monitor, on a citywide basis, a mix of uses as follows:

Residential: 55% - 70% of total RT acreage

Commercial/Office: 30% - 45% of total RT acreage

The composition of the 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 RT shall be required to be designated near thoroughfares and commercial areas to allow for limited transitional commercial uses in recognition that these areas are impacted by adjacent commercial use, and to provide an economic use of property while maintaining their general residential character by:

a. limiting commercial uses to retail, business and professional offices, group homes, and home occupations as defined in the Land Development Regulations;

b. limiting external lighting and signs to that which would normally be permitted in adjacent residential zoning districts;

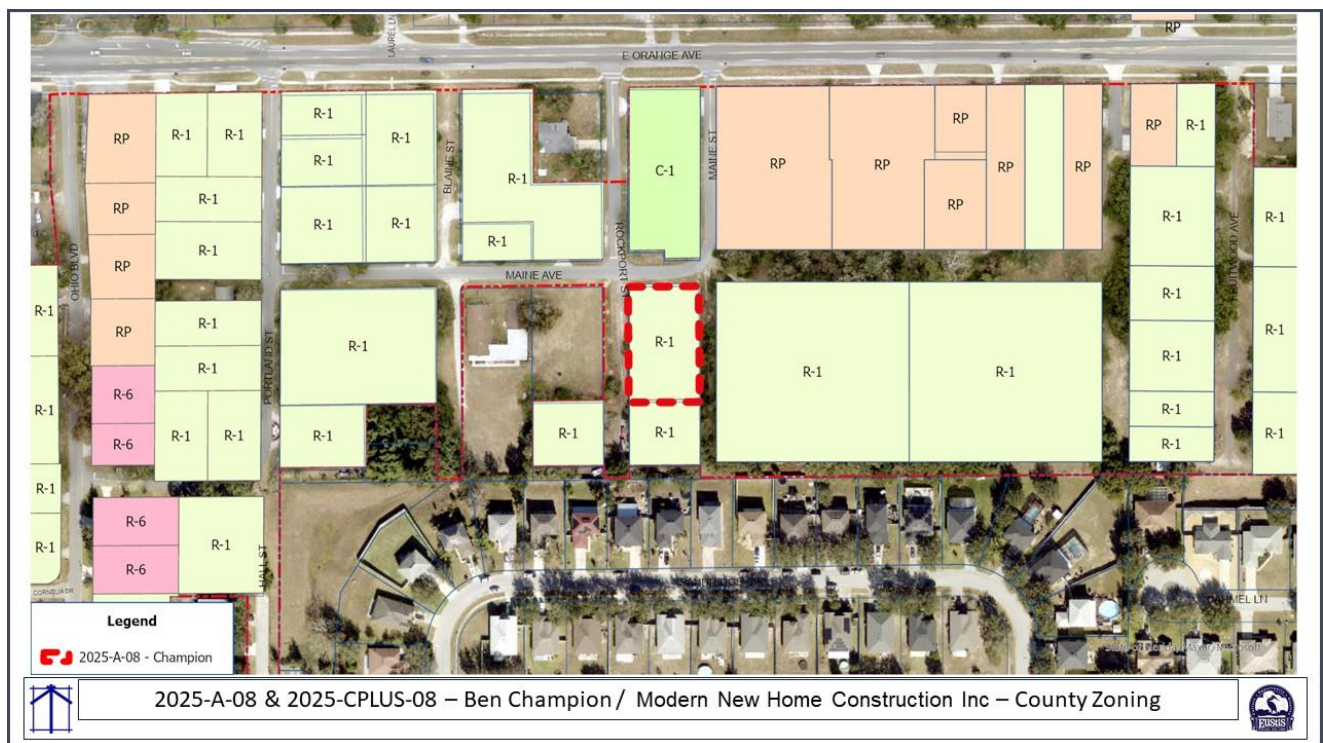
c. screening any permitted non-residential use from abutting residential properties by a landscape buffer, in accordance with city requirements;

(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Comparison of Lake County Development Conditions

The land use designations of residential properties within the City of Eustis in the surrounding area are generally Suburban Residential (SR) with a maximum density of 5 dwelling units per acre (du/ac). The introduction of the Residential Office Transitional (RT) creates a potential for a significant increase in density, as well as introduces a mix of non-residential uses that may not be compatible with existing development patterns.

The surrounding properties, immediately adjacent to the north, east, and west, are unincorporated areas and are designated Urban Medium with a maximum density of 7 dwelling units per net buildable acre. Although designated under an Urban Medium Future Land Use the majority of the properties remain under an R-1 Zoning District designation, allowing primarily single-family residential uses with an allowable development density of 1 dwelling unit per acre. The Lake County RP (Residential Professional) Zoning District has similar uses to the City of Eustis Residential Office Transitional (RT) Future Land Use.



Proposed Residential Land Uses.

The City shall limit these uses adjacent to incompatible commercial or industrial lands unless sufficient mitigation, such as buffering and setbacks, is provided and available, which lessens the impact to the proposed residences.

This area is predominantly single-family residential in nature. The proposed amendment to Residential Office Transitional (RT) introduces a potential for a significant increase in density, as well as introduces a mix of non-residential uses that may not be compatible with existing development patterns.

Proposed Non-Residential Land Uses.

The City shall generally not permit new industrial uses to be located adjacent to existing or planned residentially designated areas.

Not applicable.

1. Transportation:

Each application for a land use designation amendment will be required to demonstrate consistency with the Transportation Element of the adopted Comprehensive Plan.

The use of the land is already residential in nature and was previously platted. The increase in traffic should be negligible.

2. Water Supply:

Each application for a land use designation amendment will be required to demonstrate that adequate water supplies and associated public facilities are (or will be) available to meet the projected growth demands.

Adequate capacity is available to serve the existing and future development. City water and sewer facilities may be provided to the property, and sewer may need to be extended via existing easements from the subdivision to the south.

In Accordance with Chapter 102-16(f), Land Development Regulations

Standards for Review:

In reviewing the application of a proposed amendment to the comprehensive plan, the local planning agency and the city commission shall consider:

a. *Consistent with Comprehensive Plan:*

Whether the proposed amendment is consistent with all expressed policies in the comprehensive plan.

The proposed amendment is not explicitly consistent with the stated intent of the Residential Office Transitional (RT) Future Land Use.

"...This land use designation applies to older residential areas having residential character, which are located adjacent to non-residential development. The purpose is to provide for the establishment of business and professional offices and limited retail and service

businesses while maintaining residential character or compatibility. The concept is that many older residences are impacted by traffic or adjacent non-residential uses and are no longer economically viable as dwellings. Allowance of limited commercial use is a means of making these areas more productive while maintaining a residential-type character.

General Range of Uses: This category accommodates residential uses; professional and business offices in certain predominantly residential areas near major traffic arteries and adjacent to commercial areas"

b. In Conflict with Land Development Regulations:

Whether the proposed amendment is in conflict with any applicable provisions of these land development regulations.

The proposed amendment is not in conflict with the Land Development Regulations. At the time of development, there will be further review for compliance.

c. Inconsistent with Surrounding Uses:

Whether, and the extent to which, the proposed amendment is inconsistent with existing and proposed land uses.

The site is surrounded by single-family development on the adjacent properties. The Residential Office Transitional (RT) allows for residential single-family attached and detached, multi-family, and office professional uses. This would provide for a mix of uses to the neighborhood. However, the compatibility of certain uses may inhibit continuation and infill of the single-family development pattern.

d. Changed Conditions:

Whether there have been changed conditions that justify an amendment.

The applicant wishes to annex the property into the city limits of Eustis. Assignment of a City of Eustis future land use designation is required. Upon annexation, the subject property will have a full array of municipal services, including central water. These changed conditions warrant a change in the land use designation.

The site is surrounded by single-family development on the adjacent properties. The Residential Office Transitional (RT) allows for residential single-family attached and detached, multi-family, and office professional uses. This would provide for a mix of uses to the neighborhood. However, the compatibility of certain uses may inhibit continuation and infill of the single-family development pattern.

e. *Demand on Public Facilities:*

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

City water and sewer facilities are available from the north and south sides of the property. Water service may be provided to the property, and sewer may need to be extended via existing easements from the subdivision to the south. The responsibility for permitting, extending/constructing the sewer system and driveway access (paving the unimproved right of way as a street is not mandatory) will remain with the owner of the property.

Upon annexation, the City will also provide other services such as fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area therefore, efficiency will improve.

f. *Impact on Environment:*

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

The site contains no apparent natural resources and is not connected to significant open space. The subject property is not impacted by flood zone or wetland.

g. *Orderly Development Pattern:*

Whether, and the extent to which, the proposed amendment would result in an orderly and logical development pattern, specifically identifying any negative effects on such pattern.

The site is contiguous to the City limits. The site is surrounded by single-family development on the adjacent properties. The Residential Office Transitional (RT) allows for residential single-family attached and detached, multi-family, and office professional uses. This would provide for a mix of uses to the neighborhood. However, the compatibility of certain uses may inhibit continuation and infill of the single-family development pattern.

Public Interest and Intent of Regulations:

Whether the proposed amendment would be consistent with or advance the public interest, and in harmony with the purpose and intent of these land development regulations.

The purpose and intent of the Land Development Regulations is as follows:

“The general purpose of this Code is to establish procedures and standards for the development of land within the corporate boundaries and the planning area of the city, such procedures and standards being formulated in an effort to promote the public health, safety and welfare and enforce and implement the City's Comprehensive Plan, while permitting the orderly growth and development with the city and Eustis planning area consistent with its small-town community character and lifestyle.”

The site is surrounded by single-family development on the adjacent properties. The Residential Office Transitional (RT) allows for residential single-family attached and detached, multi-family, and office professional uses. This would provide for a mix of uses to the neighborhood. However, the compatibility of certain uses may inhibit continuation and infill of the single-family development pattern.

This designation would advance the public interest by potentially providing additional housing, and the application of the LDRs to future development will ensure consistency with the community character and lifestyle of the city.

i. Other Matters:

Any other matters that may be deemed appropriate by the local planning agency or the city commissioners, in review and consideration of the proposed amendment.

No other matters.

Analysis of Design District Request (Ordinance Number 25-30):

Form-Based Code:

The City's Land Development Regulations is 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 Neighborhood). The Suburban development pattern and intent, and the Suburban neighborhood definition, structure, and form description are stated below. The assignment of a Suburban Neighborhood design district designation is appropriate due to the established and proposed development patterns in the area.

b. Sec. 109-3.4. 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 Neighborhood

- a. Definition. Predominately residential uses with some neighborhood-scale commercial services.
- b. Structure. Interconnected trails, bikeways, and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
- c. Form. Mix of detached residential uses with some neighborhood-supporting retail, parks and civic spaces as focal points in the neighborhoods.

The Suburban development patterns statement above indicates that residential uses are primarily located on streets with fewer vehicle connections. A Suburban 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 the 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 the 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 Neighborhood definition, structure, and form are compatible with the existing uses and any proposed uses permitted under the Residential Office Transitional 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 uses, density, and intensity permitted on the site, so the Design District map amendment would not result in impacts beyond those 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 uses, 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 the 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 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 Transitional (RT)

This land use designation applies to older residential areas having residential character, which are located adjacent to non-residential development. The purpose is to provide for establishment of business and professional offices and limited retail and service businesses while maintaining residential character or compatibility. The concept is that many older residences are impacted by traffic or adjacent non-residential uses and are no longer economically viable as dwellings. Allowance of limited commercial use is a means of making these areas more productive while maintaining a residential-type character.

General Range of Uses: This category accommodates residential uses; professional and business offices in certain predominantly residential areas near major traffic arteries and adjacent to commercial areas; outdoor recreation; and schools. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre.

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 or limitations regarding the amount of residential and non-residential uses allowable in an area designated RT on the Future Land Use Map. For the mixed land use category RT, the city establishes, and shall monitor, on a citywide basis, a mix of uses as follows:

Residential: 55% - 70% of total RT acreage

Commercial/Office: 30% - 45% of total RT acreage

The composition of the 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 RT shall be required to be designated near thoroughfares and commercial areas to allow for limited transitional commercial uses in recognition that these areas are impacted by adjacent commercial use, and to provide an economic use of property while maintaining their general residential character by:

a. limiting commercial uses to retail, business and professional offices, group homes, and home occupations as defined in the Land Development Regulations;

b. limiting external lighting and signs to that which would normally be permitted in adjacent residential zoning districts;

c. screening any permitted non-residential use from abutting residential properties by a landscape buffer, in accordance with city requirements;

(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Land Development Regulations Section 109-5.5(b)(1): *The Suburban Neighborhood Design District has predominately residential uses with some neighborhood-scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.*

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	25-28
Ordinance Subject	Annexation 2025-CPLUS-08
Legal Advertising Date	September 8, 2025
First Reading On	9/18/2025
Second Reading On	10/23/2025

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 0.45 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1734231, SOUTH OF THE INTERSECTION OF MAINE AVENUE AND ROCKPORT STREET, ON THE EAST SIDE OF ROCKPORT STREET.

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 25-29

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 0.45 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1734231, SOUTH OF THE INTERSECTION OF MAINE AVENUE AND ROCKPORT STREET, ON THE EAST SIDE OF ROCKPORT STREET, FROM URBAN MEDIUM IN LAKE COUNTY TO RESIDENTIAL/OFFICE TRANSITIONAL 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 Chapter 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 0.45 acres of real property at Lake County Property Appraiser's Alternate Key Number 1734231, at the intersection of Maine Avenue and Rockport Street, on the east side of Rockport Street, and more particularly described herein; and

WHEREAS, on September 18, 2025, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on September 18, 2025, the City Commission held the 1st Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on October 23, 2025, the City Commission held the 2nd Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation;

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 Suburban Residential within the City of Eustis:

Alternate Key Number: 1734231

Parcel Number: 12-19-26-4100-006-00100

Legal Description:

RICHARD'S ADD LOTS 1, 2, 3 BLK 6 PB 1 PG 36 ORB 6544 PG 2126

(The foregoing legal description was copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy)

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 Florida Department of Commerce 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 Commerce or the Administration Commission enters a final order determining this adopted amendment to be in compliance. 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 adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Commerce.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 23rd day of October 2025.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

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

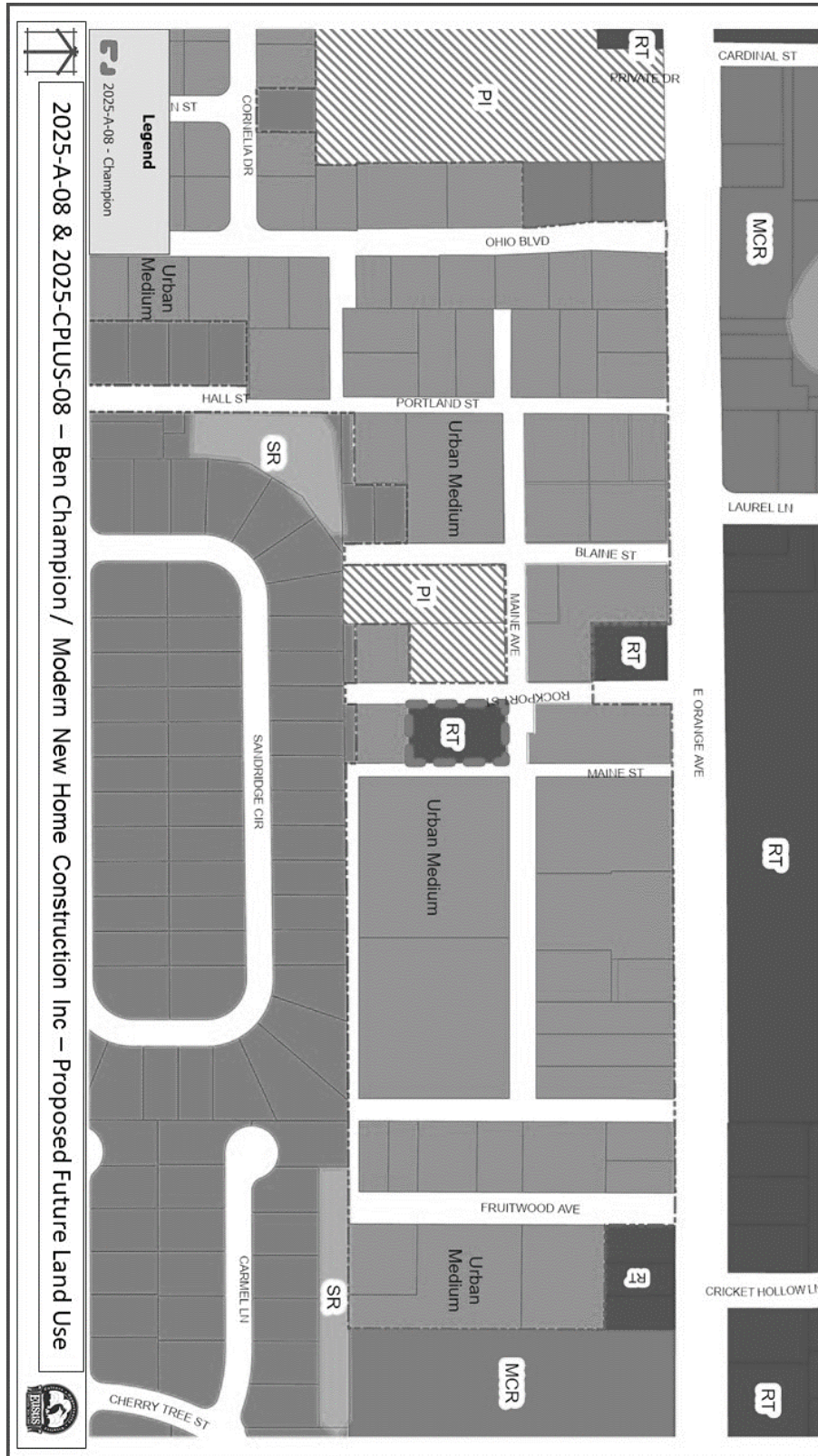
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-29 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	25-29
Ordinance Subject	Future Land Use Map Amendment 2025-CPLUS-08
Legal Advertising Date	September 8, 2025
First Reading On	9/18/2025
Second Reading On	10/23/2025

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 0.45 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1734231, SOUTH OF THE INTERSECTION OF MAINE AVENUE AND ROCKPORT STREET, ON THE EAST SIDE OF ROCKPORT STREET, FROM URBAN MEDIUM IN LAKE COUNTY TO RESIDENTIAL/OFFICE TRANSITIONAL 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 25-30

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 0.45 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1734231, SOUTH OF THE INTERSECTION OF MAINE AVENUE AND ROCKPORT STREET, ON THE EAST SIDE OF ROCKPORT STREET.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 25-30 to assign a Design District designation of Suburban Neighborhood to approximately 0.45 acres of recently annexed real property further described below, and;

WHEREAS, on September 18, 2025, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on October 23, 2025, 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 HEREBY ORDAINS:

Section 1. Design District Designation

That the Design District Designation of the real property described below and shown on Exhibit A shall be Suburban Neighborhood:

Parcel Alternate Key: 1734231
Parcel Identification Number: 12-19-26-4100-006-00100

Legal Description:

RICHARD'S ADD LOTS 1, 2, 3 BLK 6 PB 1 PG 36 ORB 6544 PG 2126

(The foregoing legal description was copied directly from Lake County Property Appraiser records submitted by the applicant and has 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 annexation of the subject property through approval of Ordinance Number 25-28.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 23rd day of October 2025.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

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

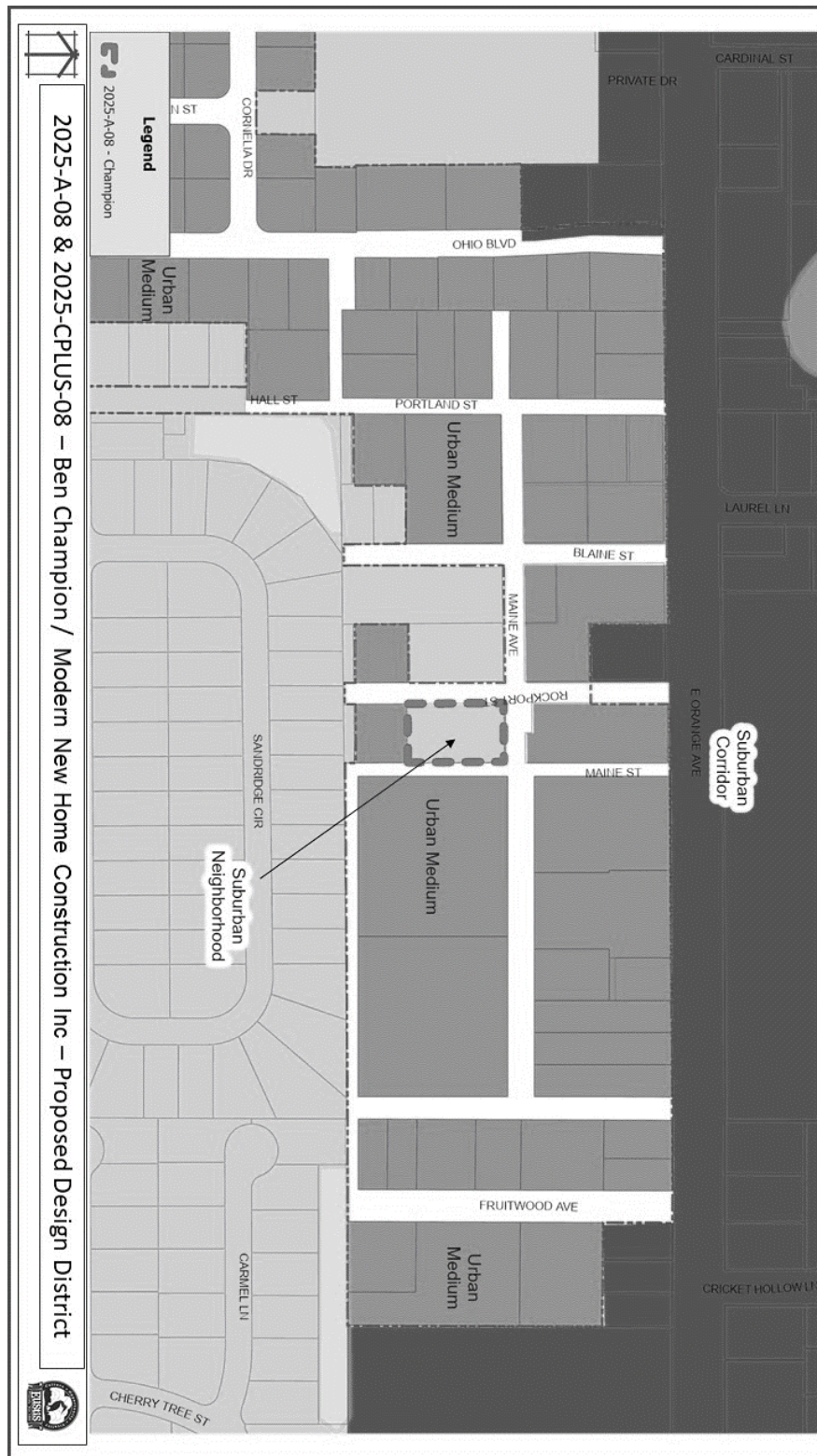
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-30 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	25-30
Ordinance Subject	Design District Map Amendment 2025-DD-08
Legal Advertising Date	September 8, 2025
First Reading On	9/18/2025
Second Reading On	10/23/2025

Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 0.45 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1734231, SOUTH OF THE INTERSECTION OF MAINE AVENUE AND ROCKPORT STREET, ON THE EAST SIDE OF ROCKPORT STREET.

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: September 18, 2025

RE: **Explanation of Ordinance Numbers 25-31, 25-32, and 25-33**

Ordinance Number 25-31 – Voluntary Annexation

Ordinance Number 25-32– Comprehensive Plan Amendment

Ordinance Number 25-33 – Design District Assignment

FIRST READING

Ordinance Number 25-31: Annexation of Parcels with Alternate Key Numbers 1743320 and 1407940

Introduction:

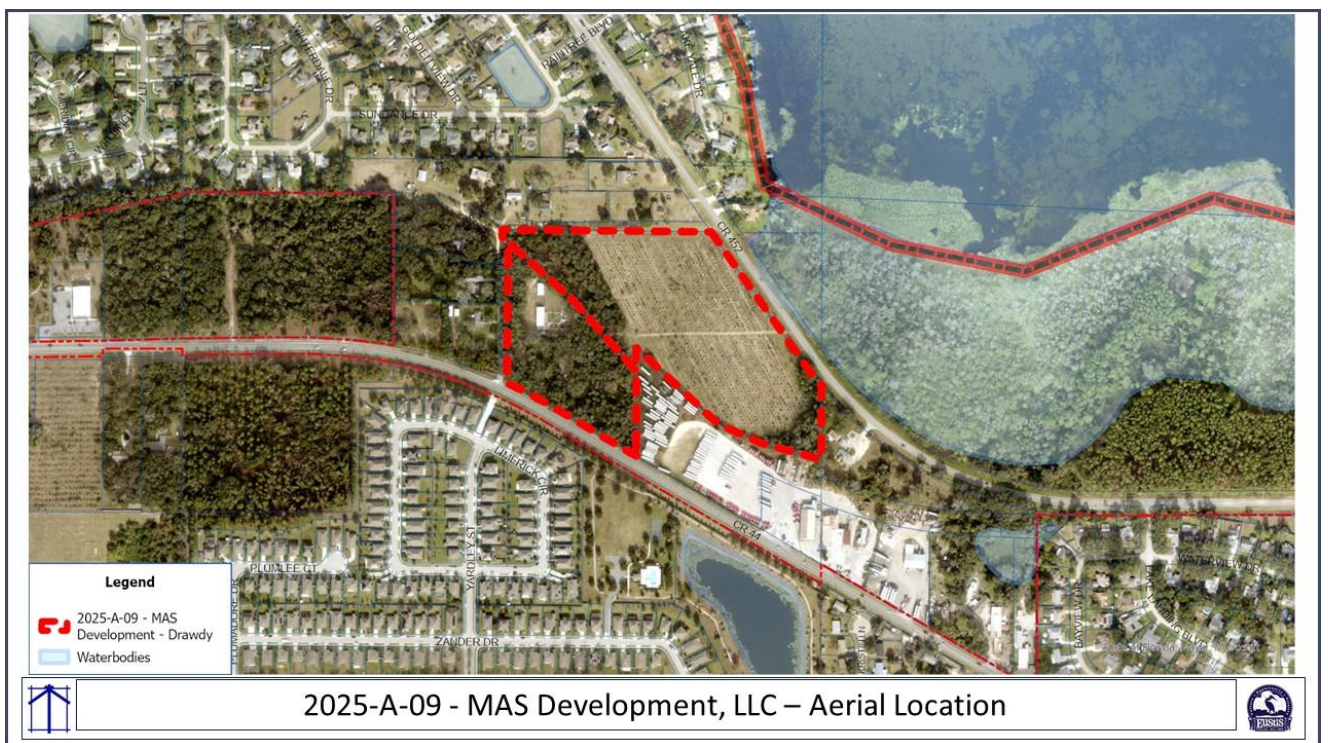
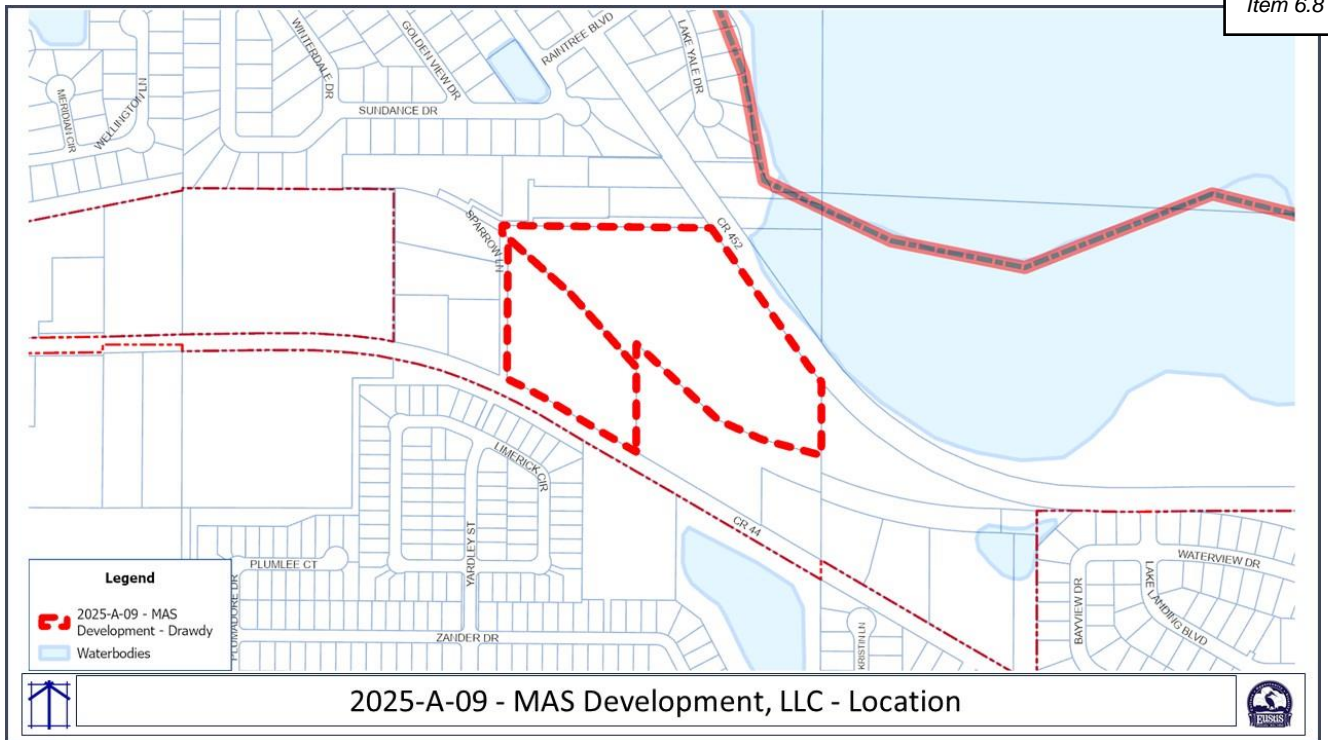
Ordinance Number 25-31 provides for the voluntary annexation of approximately 20 +/- acres located on the North Side of County Road 44, east of Sparrow Lane (Alternate Key Numbers 1743320 and 1407940).

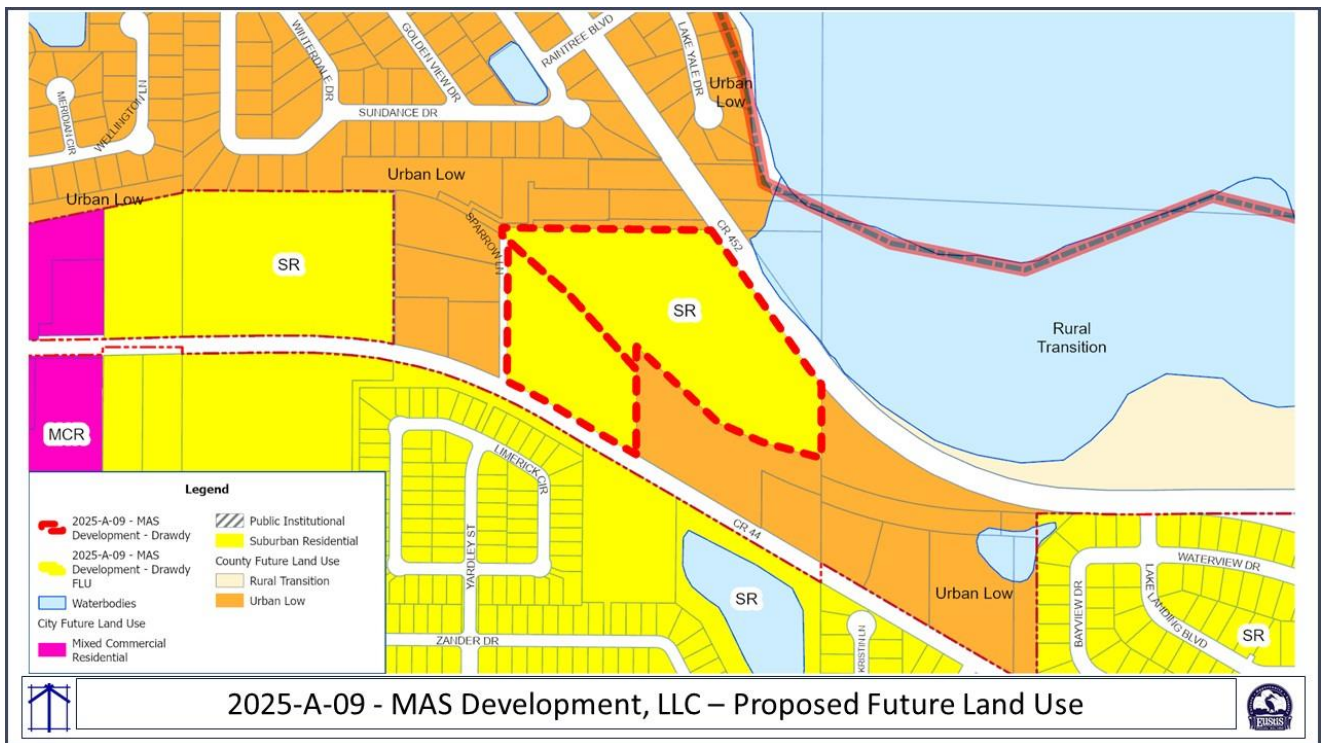
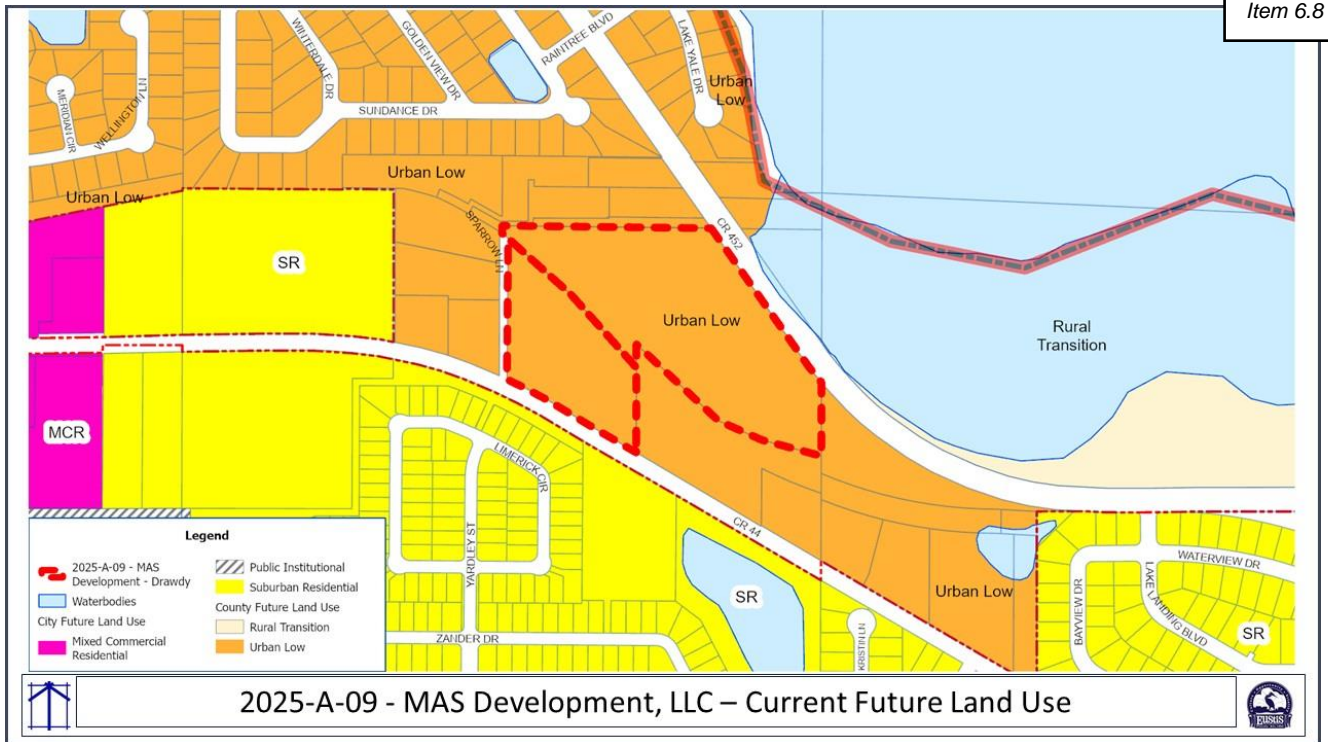
Provided the annexation of the subject property is approved, Ordinance Number 25-32 would change the future land use designation from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 25-33 would assign the subject property a design district designation of Suburban Neighborhood (SN). If Ordinance Number 25-31 is denied, then there can be no consideration of Ordinance Numbers 25-32 and 25-33.

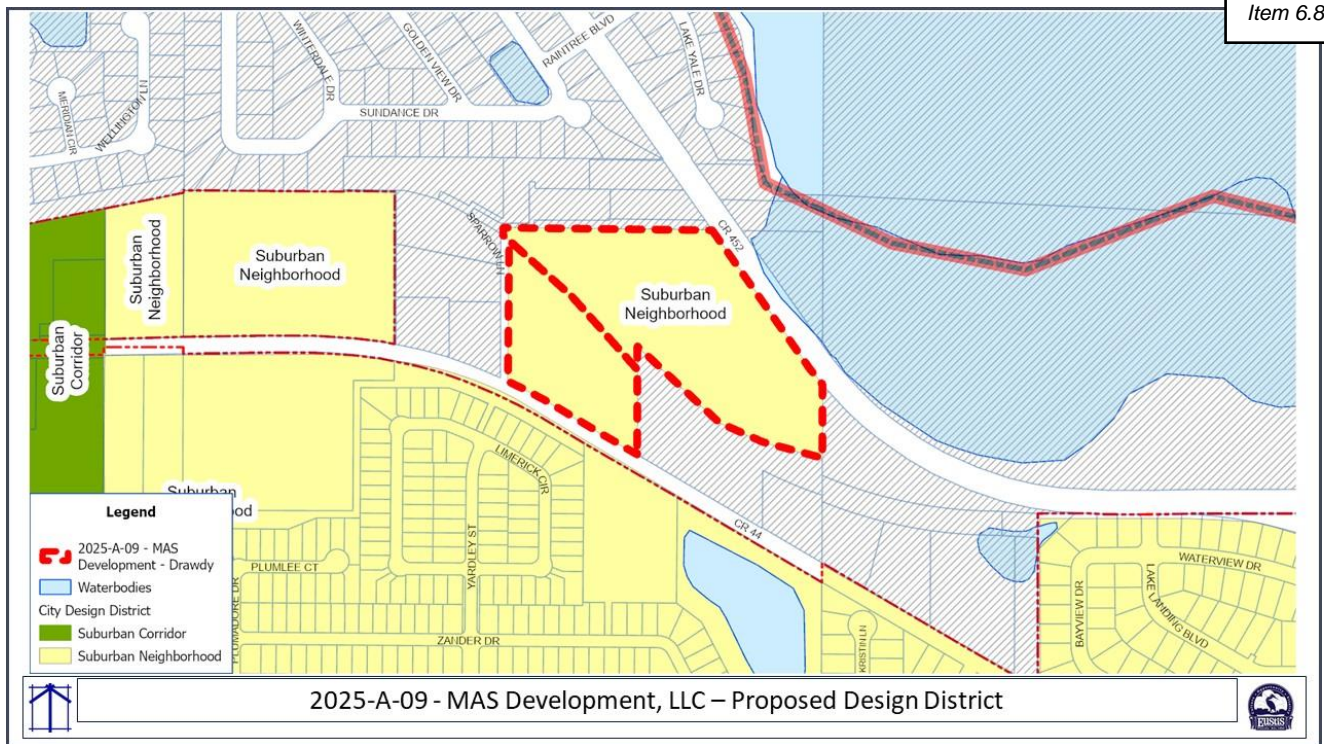
Background:

1. The site contains approximately 20 +/- acres and is located within the Eustis-Lake County Joint Planning Area. The property is currently used as a residence, with a vacant grove— Source: *Lake County Property Appraisers' Office Property Record Card Data*.
2. The southern property boundary of the site is contiguous to the City across County Road 44.
3. The site has a Lake County land use designation of Urban Low and an Agriculture (A) zoning designation. Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Residential & Vacant Grove	Urban Low (Lake County)	N/A
North	Residential	Urban Low (Lake County)	N/A
South	Residential	Suburban Residential	Suburban Neighborhood
East	Trucking Facility	Urban Low (Lake County)	N/A
West	Residential	Urban Low (Lake County)	N/A







Applicant's Request

The property owners, John E. & Betty A. Drawdy, represented by Madelyn Damon, Esq., and Bret Jones, P.A., wish to annex the property, change the future land use to Suburban Residential (SR), and assign a design district of Suburban Neighborhood.

The current Lake County land use designation for the subject property is Urban Low. The Lake County land use designation allows for residential uses up to 4 dwelling units per net buildable acre.

The property owner has requested the Suburban Residential land use designation within the City of Eustis. The Suburban Residential land use provides for residential uses up to 5 dwelling units per acre. The requested SR designation permits residential use and is consistent with the land use designation of adjacent properties in the City of Eustis.

A. Analysis of Annexation Request (Ordinance Number 25-31)

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.”

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

2. Florida Statutes Voluntary Annexation - Chapter 171.044(1):

“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.”

The Joint Planning Area boundaries define the reasonably compact area where the City could provide services effectively and efficiently. The subject property lies within

planning area. The property is contiguous to the City limits on the southern across CR 44, and the owner petitioned for annexation.

3. Florida Statutes Voluntary Annexation - Chapter 171.044(2):

“...Said ordinance shall be passed after notice of the annexation has been published at least once each week for two (2) consecutive weeks in some newspaper in such city or town...”

The department published notice of this annexation in the Daily Commercial in accordance with the requirements on September 8, 2025, and again on September 11, 2025, and will notice again before adoption of the Ordinance.

4. Florida Statutes Voluntary Annexation - Chapter 171.044(5):

“Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”

Annexation of the subject property does not create an enclave.

5. Florida Statutes Voluntary Annexation - Chapter 171.044(6):

“Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located...”

The department notified the Lake County Board of County Commissioners on August 28, 2025.

B. Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 25-32)

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.

C. 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 Suburban Residential (SR) 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.

D. Analysis of Design District Request (Ordinance Number 25-33):

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, or rural transect consistent with the surrounding area.

The City’s Land Development Regulations set forth standards for review when changing or, in the case of annexation, assigning a Design District. Staff has reviewed these standards and finds the proposed Suburban Corridor Design District consistent with those standards. The outline and summary of this analysis are included as a supplement to this report.

Recommended Action:

Development Services finds the proposed annexation, Future Land Use, and Design District designations consistent with the Comprehensive Plan, Land Development Regulations, and surrounding and adjacent land uses; therefore, it recommends approval of Ordinance Numbers 25-31, 25-32, and 25-33.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 25-31 (Annexation), 25-32 (Comp. Plan Amendment), and/or 25-33 (Design District Designation).
2. Deny Ordinance Numbers 25-31, 25-32, and 25-33.

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:

Jeff Richardson, AICP, Deputy Director, Development Services

Reviewed By:

Mike Lane, AICP, Development Services Director

ORDINANCE NUMBER 25-31

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE.

WHEREAS, Bret Jones, P.A. and MAS Development, LLC, have, on behalf of, John E. & Betty A. Drawdy, the property owners and the legal owner of record, made application for voluntary annexation of approximately 20.0 Acres of Real Property at Alternate Key Numbers 1743320 And 1407940, on the North Side of County Road 44, east of Sparrow Lane, more particularly described as:

Parcel Alternate Key: 1743320 and 1407940

Parcel Identification Number: 33-18-26-0002-000-00800 and 33-18-26-0002-000-02900

Legal Description:

FROM NW COR OF SE 1/4 OF NW 1/4 OF SEC 33-18-26 THAT PART OF LAND LYING SW'LY OF CR 452 OF THE FOLLOWING DESCRIPTION: RUN S 0-02-0 E ALONG W LINE OF SE 1/4 OF NW 1/4 A DIST OF 150 FT FOR POB, RUN S 89-27-28 E PARALLEL TO 150 FT S OF N LINE OF SE 1/4 OF NW 1/4 TO E LINE OF SAID SE 1/4 OF NW 1/4, S 0-15-33 W ALONG SAID E LINE OF SE 1/4 OF NW 1/4 A DIST OF 937.54 FT, N 75-07-0 W 255.86 FT, N 66-14-55 W 196.98 FT, N 47-09-55 W 463.98 FT, S 0-02-0 E 97.21 FT, N 42-0-0 W 406.60 FT, N 48-23-14 W 359.72 FT, N 52-25-59 W 22.40 FT, N 0-02-0 W 33.74 FT TO POB ORB 3830 PG 1866 ORB 4018 PG 364 ORB 5735 PG 854

And

FROM NW COR OF SE 1/4 OF NW 1/4 RUN S 0-02-00 E ALONG W LINE 183.75 FT, S 52-25-59 E 22.4 FT TO PT ON S'LY R/W OF ABANDONED R/W & 25 FT E OF CENTERLINE OF COUNTY RD FOR POB, RUN S 48-23-14 E 359.72 FT, S 42-00-00 E ALONG S'LY R/W OF ABANDONED RR 406.6 FT, S 0-02 E 349.73 FT TO N'LY R/W OF SR 44, NW'LY ALONG N'LY R/W OF SR 44 TO PT S OF POB, N TO POB ORB 2373 PG 1616 ORB 5735 PG 854

(the legal description is taken from the Lake County Property Appraiser, and has not been verified for accuracy or completeness.)

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 September 18, 2025, the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on October 23, 2025, 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 20.00 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 23rd day of October 2025.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

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

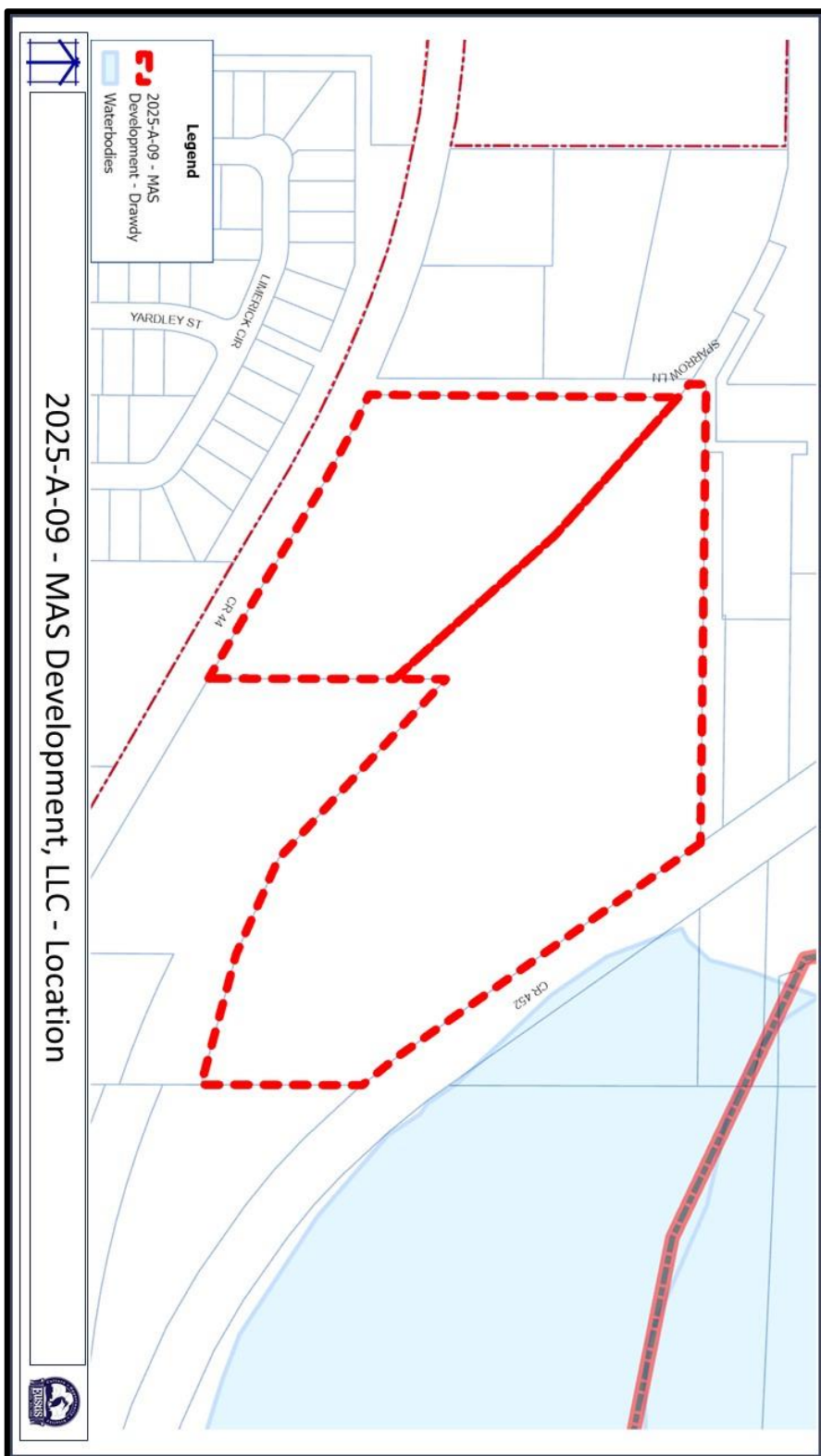
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-31 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



Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 25-31**)

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.

This indicator does not apply. The requested future land use will provide for a higher density (5 du/acre) than the county FLU (4 du/acre) allows.

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 properties are located in an urbanizing corridor with several commercial, industrial, and residential developments occurring along the north side of County Road 44. Properties developing along the County Road 44 Corridor will likely be of higher intensity and density, as the corridor is urbanizing.

3. Strip or Isolated Development:

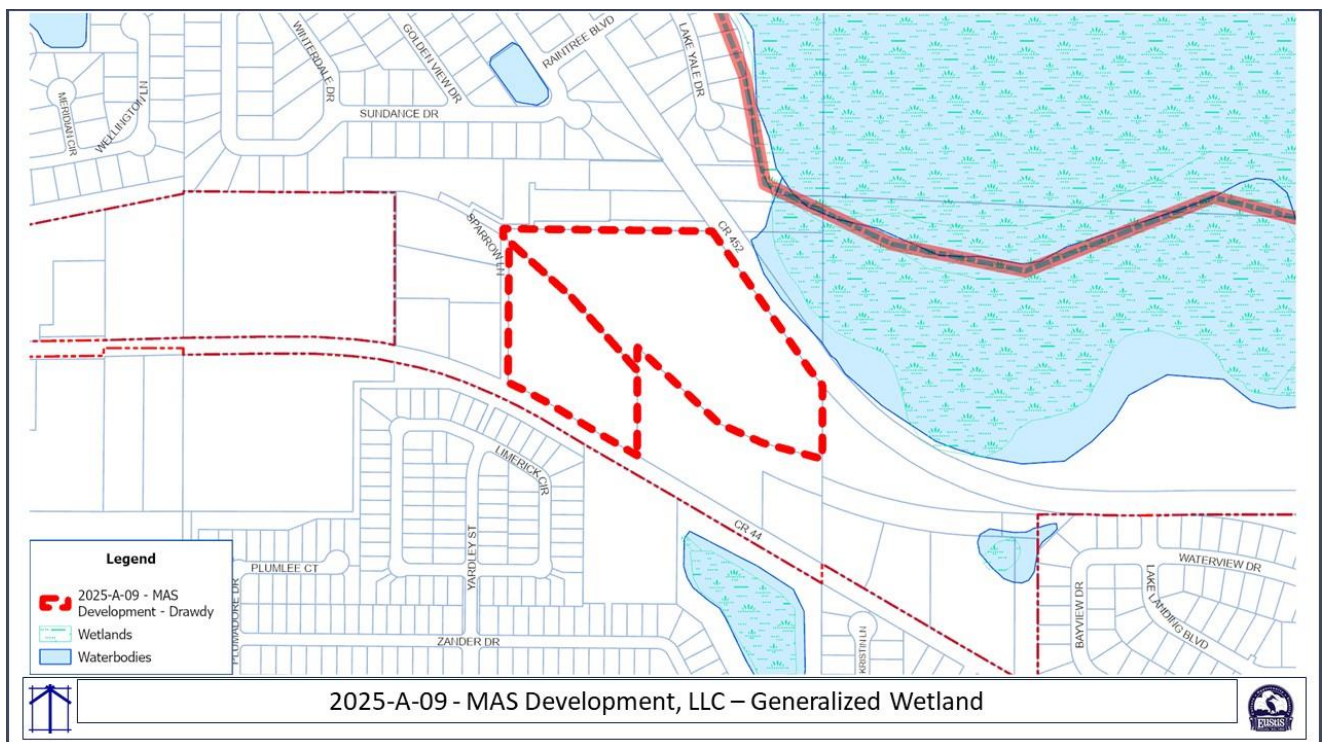
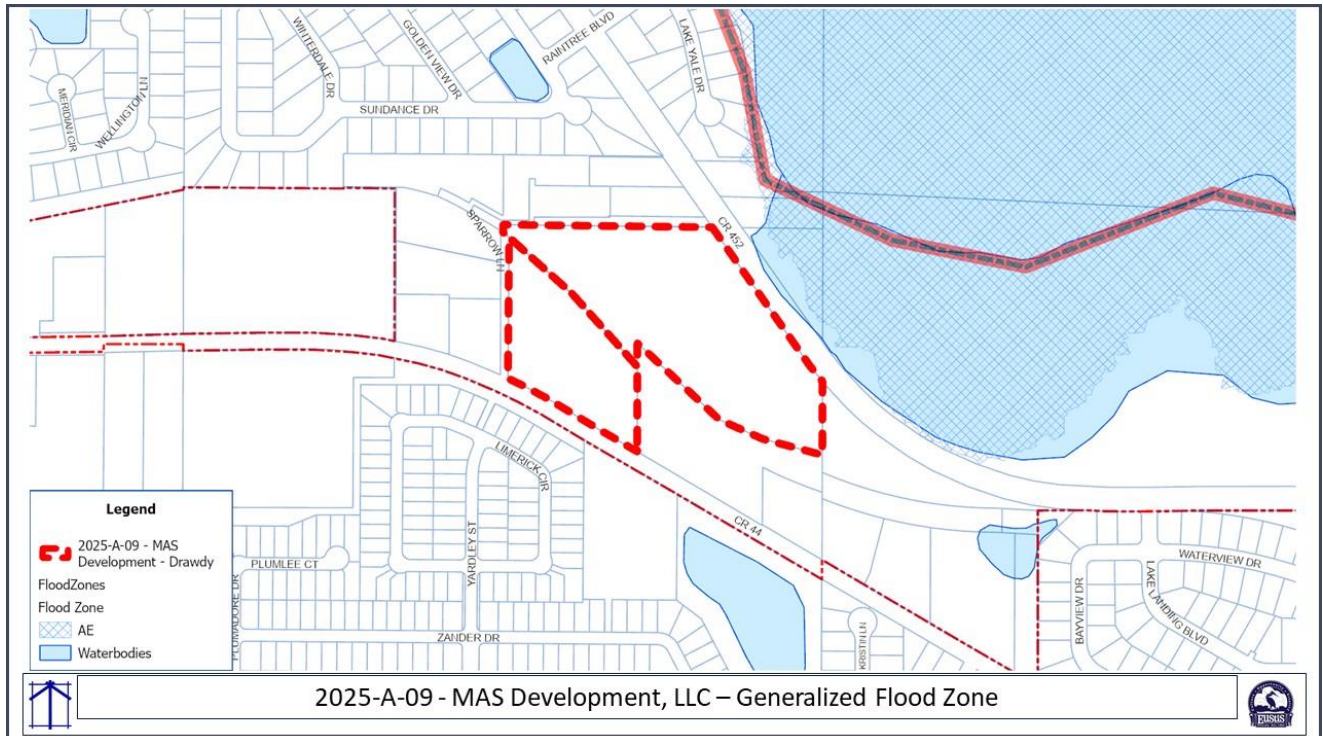
Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

The site is situated within an urbanizing corridor, where commercial, industrial, and residential development is taking place on the north side of County Road 44.

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 does not contain wetland area and associated flood-prone areas. Permit approval is required before development may begin. The Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at the time of development warrant such protection.



5. Agricultural Area Protection:

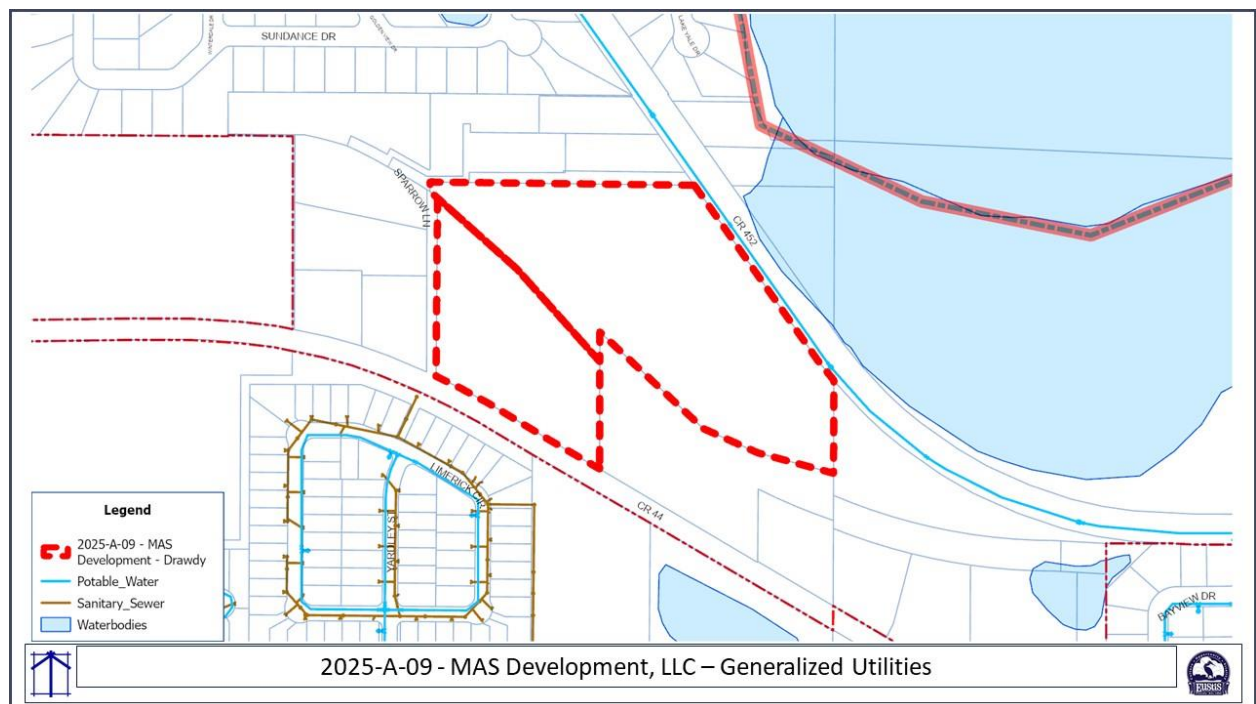
Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

This site and adjacent properties, although assessed by the Lake County Property Appraiser as “orange grove,” do not currently support active agricultural or silvicultural activities. The site is within an existing developed and further developing area.

6. Public Facilities:

Fails to maximize use of existing public facilities and services.

This indicator does not apply. City water is available to the property from CR 452 or by extension from the south side of SR 44. Development of this parcel will maximize the use and efficiency of the City's water service. City Sewer is available to the property from the south side of SR 44 or extension and coordination with the future Angler's Point subdivision to the west, 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. Adequate capacity is available to serve development consistent with the requested Suburban Residential (SR) future land use designation. The City provides these services to other properties in the area, which will improve 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 developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses. The residential character of the Suburban Residential (SR) land use designation and the Suburban Neighborhood design district are compatible with the existing development pattern.

9. Infill and Redevelopment:

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

This indicator does not apply. This property is a logical extension of development for the city.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. The site is surrounded by single-family development on the adjacent properties, which is consistent with permitted uses in the area. A variety of other uses are evident, including various commercial uses at the South Fishcamp Road intersection to the west.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

This indicator does not apply. The Land Development Regulations include provisions to provide adequate accessibility and linkages between related uses. Development Services will ensure compliance with these standards at the time of development review.

12. 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 connected to regionally significant open space.

13. 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 existing urban/suburban development patterns and is a logical extension of the urban development boundary. The Comprehensive Plan and Land Development Regulations have provisions to protect natural resources and ecosystems at the time of site plan approval.

- b. Efficient and Cost-Effective Services:
Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

City services and infrastructure are available or may be extended/modified by the developer to meet the needs of future development.

- 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.

At the time of development, the site must meet the City's Land Development Regulations relating to connection and sidewalks. County Road 44 is not City infrastructure and does not currently have a sidewalk system. Interconnectivity to existing and future uses will be a challenge.

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

The development of the site must meet City development and Florida Building Code standards, which will require 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 area.

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

This is not applicable. The site does not provide functional open space or natural areas.

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 residential uses. However, existing commercial development exists in close proximity to serve the residential population.

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. Any development consistent with the Suburban Residential (SR) future land use designation would not have a significant negative impact on the operations of Eustis emergency services.
- b. Parks & Recreation:
In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population of 20,015. The current population is 24,500. Pursuant to the comprehensive plan policy and Land Development Regulation, residential development will be required to provide on-site park amenities.
- c. Potable Water & Sanitary Sewer:
Water and sewer are available to the subject property. Both the water and sewer systems have adequate capacity to serve the development of the property. Improvements and extensions may be required and will be addressed through the development review process.
- d. Schools:
The proposed change should not negatively impact schools. At the time of development application verification of capacity will be required from Lake County Schools.
- e. Solid Waste:
The City contracts with Waste Management for the hauling of solid waste. The company already services properties in the general area of the subject property. Serving this property will increase efficiency in the delivery of services.
- f. Stormwater:
The Comprehensive Plan and Land Development Regulations include the level of service 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:
This potential added residential development is considered to have no negative impacts on the existing transportation system. At this time, the adjacent transportation network (CR 44) has the capacity to serve the proposed Suburban Residential (SR) property, even at a maximum

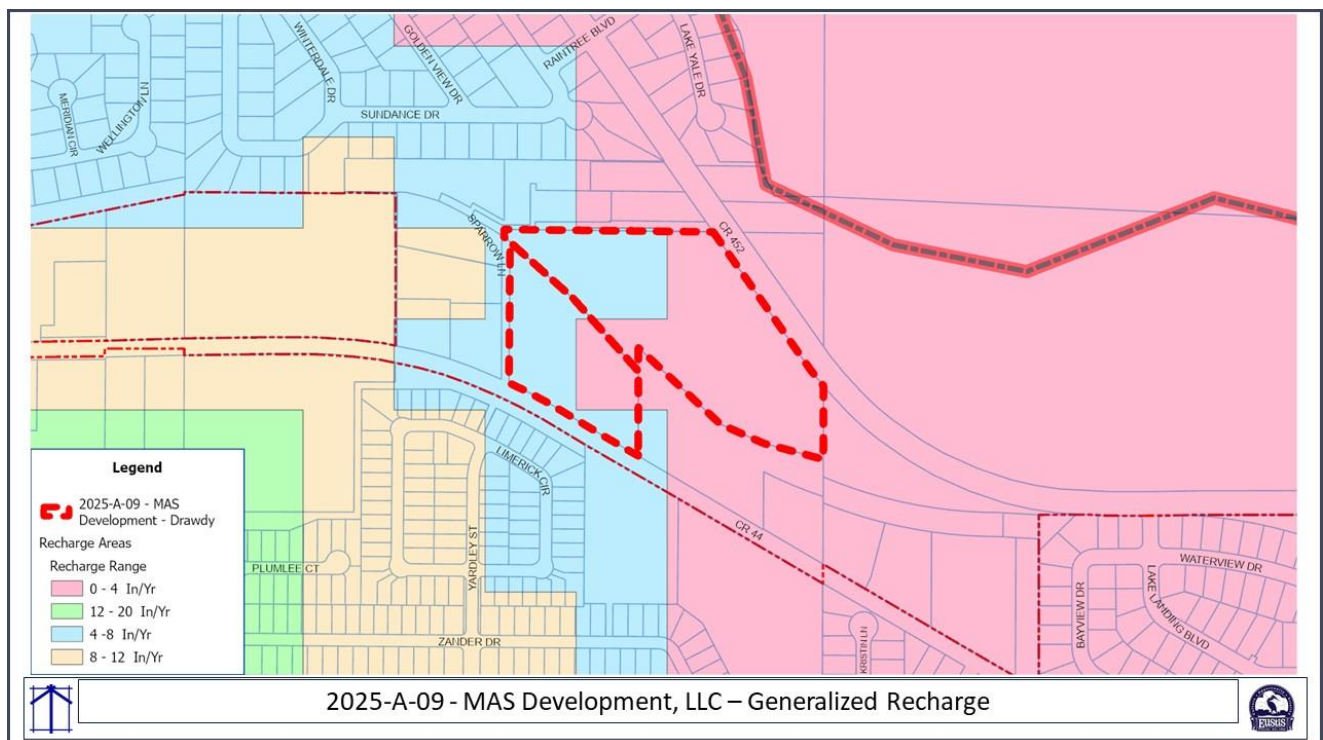
development standard, without negatively affecting the adopted level of service. Prior to the development of the property, site plan approval, amongst other approvals, will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts.

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 located in a low recharge area (0 to 4 inches/year or 4 to 8 inches/year). A site-specific geotechnical and hydrologic study will be necessary 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.

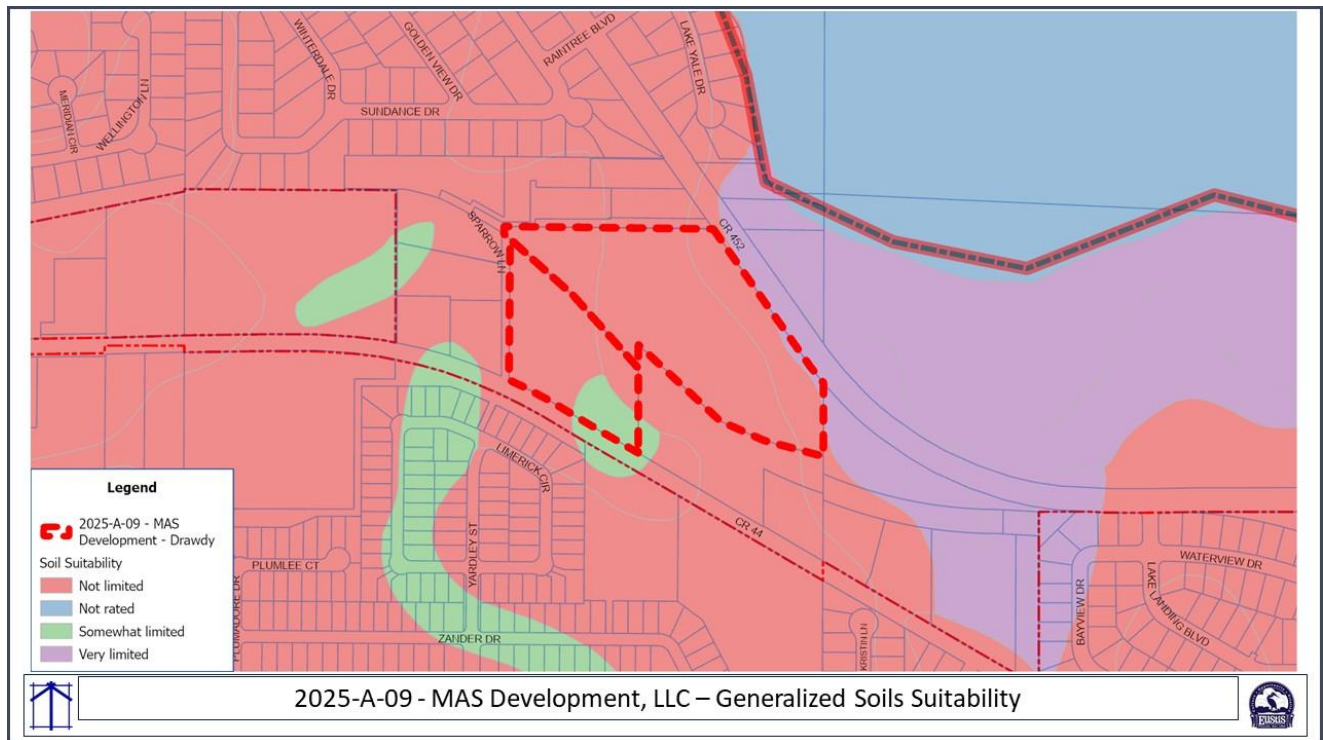
c. Flood zones:

The subject property is impacted by flood zone areas. 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*
- *Utilities.*

(Ord. No. 2014-19, § 2, 4-22-2014)

Proposed Land Use According to the Eustis Comprehensive Plan:

Suburban Residential (SR)

This designation is provided to accommodate the majority of residential development within the city.

General Range of Uses: *This designation is intended to provide for a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted.*

Maximum Density/Intensity: *Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.*

Special Provisions:

- (1) *Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in the Suburban Residential (SR) classification where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median.*

Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.

- (2) *Permit the placement of residential units manufactured off-site that otherwise meet all applicable federal and state regulations and standards, provided that:*
 - a. *all such housing is attached to foundations as in the case of conventional site-built construction; and*
 - b. *all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.*
- (3) *Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.*

Comparison of Lake County Development Conditions

The existing Lake County future land use designation of the property is Urban Low, which provides for a range of residential development in addition to civic, commercial, and office uses at an appropriate scale and intensity to serve this category. Allowable density and intensity in Urban Low is a maximum of 4 dwelling units per acre and intensity of 0.25 to 0.35 floor area ratio, with the sum of residential density and non-residential intensity not exceeding 100%.

Residential: Lake County limits residential development to 4 du/acre, while the Suburban Residential (SR) would allow residential development up to 5 du/acre.

Proposed Residential Land Uses.

The City shall limit these uses adjacent to incompatible commercial or industrial lands unless sufficient mitigation, such as buffering and setbacks, is provided and available, which lessens the impact to the proposed residences.

Not applicable. Development of the property will follow the design regulations for the Suburban Residential Future Land Use and the Suburban Neighborhood Design District to minimize any impact on or from existing uses.

Proposed Non-Residential Land Uses.

The City shall generally not permit new industrial uses to be located adjacent to existing or planned residentially designated areas.

Not applicable.

1. Transportation:

Each application for a land use designation amendment will be required to demonstrate consistency with the Transportation Element of the adopted Comprehensive Plan.

This potential added residential development is considered to have no negative impacts on the existing transportation system. At this time, the adjacent transportation network can serve the proposed Suburban Residential (SR) property, even at a maximum development standard, without negatively affecting the adopted level of service. At the time of development, the applicant will be required to file appropriate traffic/transportation studies to demonstrate any impacts and proposed mitigation if necessary.

2. Water Supply:

Each application for a land use designation amendment will be required to demonstrate that adequate water supplies and associated public facilities are (or will be) available to meet the projected growth demands.

City water service and other services are available. The City's adopted Water Supply Plan anticipated additional growth consistent with this development, so both supply and capacity are available.

In Accordance with Chapter 102-16(f), Land Development Regulations

Standards for Review:

In reviewing the application of a proposed amendment to the comprehensive plan, the local planning agency and the city commission shall consider:

a. *Consistent with Comprehensive Plan:*

Whether the proposed amendment is consistent with all expressed policies the comprehensive plan.

The proposed amendment is consistent with the Comprehensive Plan.

b. *In Conflict with Land Development Regulations:*

Whether the proposed amendment conflicts with any applicable provisions of these land development regulations.

The proposed amendment is not in conflict with the Land Development Regulations. At the time of development, there will be further review for compliance.

c. *Inconsistent with Surrounding Uses:*

Whether, and the extent to which, the proposed amendment is inconsistent with existing and proposed land uses.

The Suburban Residential (SR) is equivalent to or compatible with the existing future land use designated densities surrounding.

d. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

The applicant wishes to annex the property into the City limits of Eustis. Assignment of a City of Eustis future land use designation is required. Upon annexation, the subject property will have a full array of municipal services, including central water and sewer. These changed conditions warrant a change in the land use designation.

e. *Demand on Public Facilities:*

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

City water and sewer services are readily available, located near the site. Extension and modifications to the systems will be needed to serve future development, with those costs being borne by the developer to serve their development. Adequate capacity is available to serve future development consistent with the requested Suburban Residential (SR) future land use designation.

Upon annexation, the City will also provide additional services, including fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area, which will improve efficiency.

f. *Impact on Environment:*

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

The site contains no apparent natural resources and is not connected to significant open space.

g. *Orderly Development Pattern:*

Whether, and the extent to which, the proposed amendment would result in an orderly and logical development pattern, specifically identifying any negative effects on such pattern.

The site is contiguous to the City limits. The annexation would create a logical development pattern as it extends the City limits to a more natural boundary in this area.

The requested Suburban Residential (SR) future land use designation, coupled with a Suburban Neighborhood design district designation, provides for a consistent development transect.

h. Public Interest and Intent of Regulations:

Whether the proposed amendment would be consistent with or advance the public interest, and in harmony with the purpose and intent of these land development regulations.

The purpose and intent of the Land Development Regulations is as follows:

“The general purpose of this Code is to establish procedures and standards for the development of land within the corporate boundaries and the planning area of the city, such procedures and standards being formulated in an effort to promote the public health, safety and welfare and enforce and implement the city's comprehensive plan, while permitting the orderly growth and development with the city and Eustis planning area consistent with its small-town community character and lifestyle.”

The requested designation of Suburban Residential (SR) land use will provide for orderly growth and development. This designation would advance the public interest by potentially providing additional housing, and the application of the LDRs to future development will ensure consistency with the community character and lifestyle of the city.

i. Other Matters:

Any other matters that may be deemed appropriate by the local planning agency or the city commissioners, in review and consideration of the proposed amendment.

No other matters.

Analysis of Design District Request (Ordinance Number 25-33):

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 Neighborhood). The Suburban development pattern and intent, and the Suburban neighborhood definition, structure, and form description are stated below. The assignment of a Suburban Neighborhood design district designation is appropriate due to the established and proposed development patterns in the area.

b. Sec. 109-3.4. 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.

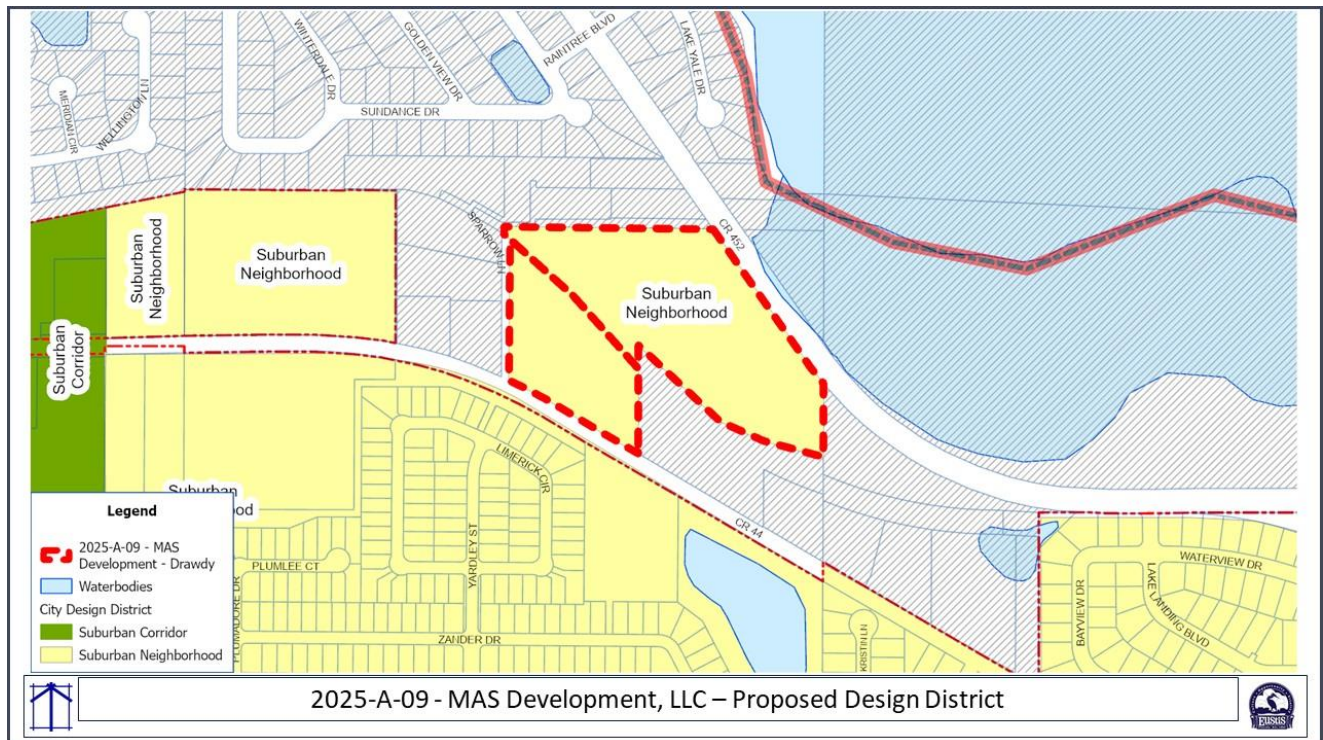
Design districts – Suburban Neighborhood

a. Definition. Predominately residential uses with some neighborhood-scale commercial services.

b. Structure. Interconnected trails, bikeways, and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.

c. Form. Mix of detached residential uses with some neighborhood-supporting retail, parks and civic spaces as focal points in the neighborhoods.

The Suburban development patterns statement above indicates that residential uses are primarily located on streets with fewer vehicle connections. A Suburban 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 Suburban Neighborhood definition, structure, and form are compatible with the existing uses and any proposed uses permitted under the Suburban Residential 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 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 – Suburban Residential (SR)

This designation is provided to accommodate the majority of residential development within the City.

General Range of Uses: *This designation is intended to provide for a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted.*

Maximum Density/Intensity: *Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.*

Special Provisions:

- (4) *Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in the Suburban Residential (SR) classification where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.*
- (5) *Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:*
 - a. *all such housing is attached to foundations as in the case of conventional site-built construction; and*
 - b. *all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.*
- (6) *Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.*

3. Land Development Regulations Section 109-5.5(b)(1): *The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.*
4. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: *The Suburban Residential land use has a maximum density of 5 units to one acre. The Suburban Residential designation is intended to regulate the character and scale of residential uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses.*

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	25-31
Ordinance Subject	Annexation 2025-CPLUS-09
Legal Advertising Date	September 8, 2025
First Reading On	9/18/2025
Second Reading On	10/23/2025

Ordinance Title

ORDINANCE NUMBER 25-31 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE.

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 25-32

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 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE FROM URBAN LOW IN LAKE COUNTY TO SUBURBAN RESIDENTIAL 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, 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 Chapter 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 20 acres of real property located on the North side of County Road 44, east of Sparrow Lane, and more particularly described herein; and

WHEREAS, on September 18, 2025, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on September 18, 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 October 23, 2025, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein;

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 Suburban Residential within the City of Eustis:

Parcel Alternate Key: 1743320 and 1407940

Parcel Identification Number: 33-18-26-0002-000-00800 and 33-18-26-0002-000-02900

Legal Description:

FROM NW COR OF SE 1/4 OF NW 1/4 OF SEC 33-18-26 THAT PART OF LAND LYING SW'LY OF CR 452 OF THE FOLLOWING DESCRIPTION: RUN S 0-02-0 E ALONG W LINE

OF SE 1/4 OF NW 1/4 A DIST OF 150 FT FOR POB, RUN S 89-27-28 E PARALLEL TO 150 FT S OF N LINE OF SE 1/4 OF NW 1/4 TO E LINE OF SAID SE 1/4 OF NW 1/4, S 0-15-33 W ALONG SAID E LINE OF SE 1/4 OF NW 1/4 A DIST OF 937.54 FT, N 75-07-0 W 255.86 FT, N 66-14-55 W 196.98 FT, N 47-09-55 W 463.98 FT, S 0-02-0 E 97.21 FT, N 42-0-0 W 406.60 FT, N 48-23-14 W 359.72 FT, N 52-25-59 W 22.40 FT, N 0-02-0 W 33.74 FT TO POB ORB 3830 PG 1866 ORB 4018 PG 364 ORB 5735 PG 854

And

FROM NW COR OF SE 1/4 OF NW 1/4 RUN S 0-02-00 E ALONG W LINE 183.75 FT, S 52-25-59 E 22.4 FT TO PT ON S'LY R/W OF ABANDONED R/W & 25 FT E OF CENTERLINE OF COUNTY RD FOR POB, RUN S 48-23-14 E 359.72 FT, S 42-00-00 E ALONG S'LY R/W OF ABANDONED RR 406.6 FT, S 0-02 E 349.73 FT TO N'LY R/W OF SR 44, NW'LY ALONG N'LY R/W OF SR 44 TO PT S OF POB, N TO POB ORB 2373 PG 1616 ORB 5735 PG 854

(The legal description is taken from the Lake County Property Appraiser, and has not been verified for accuracy or completeness.)

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 in compliance. 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 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 23rd day of October 2025.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

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

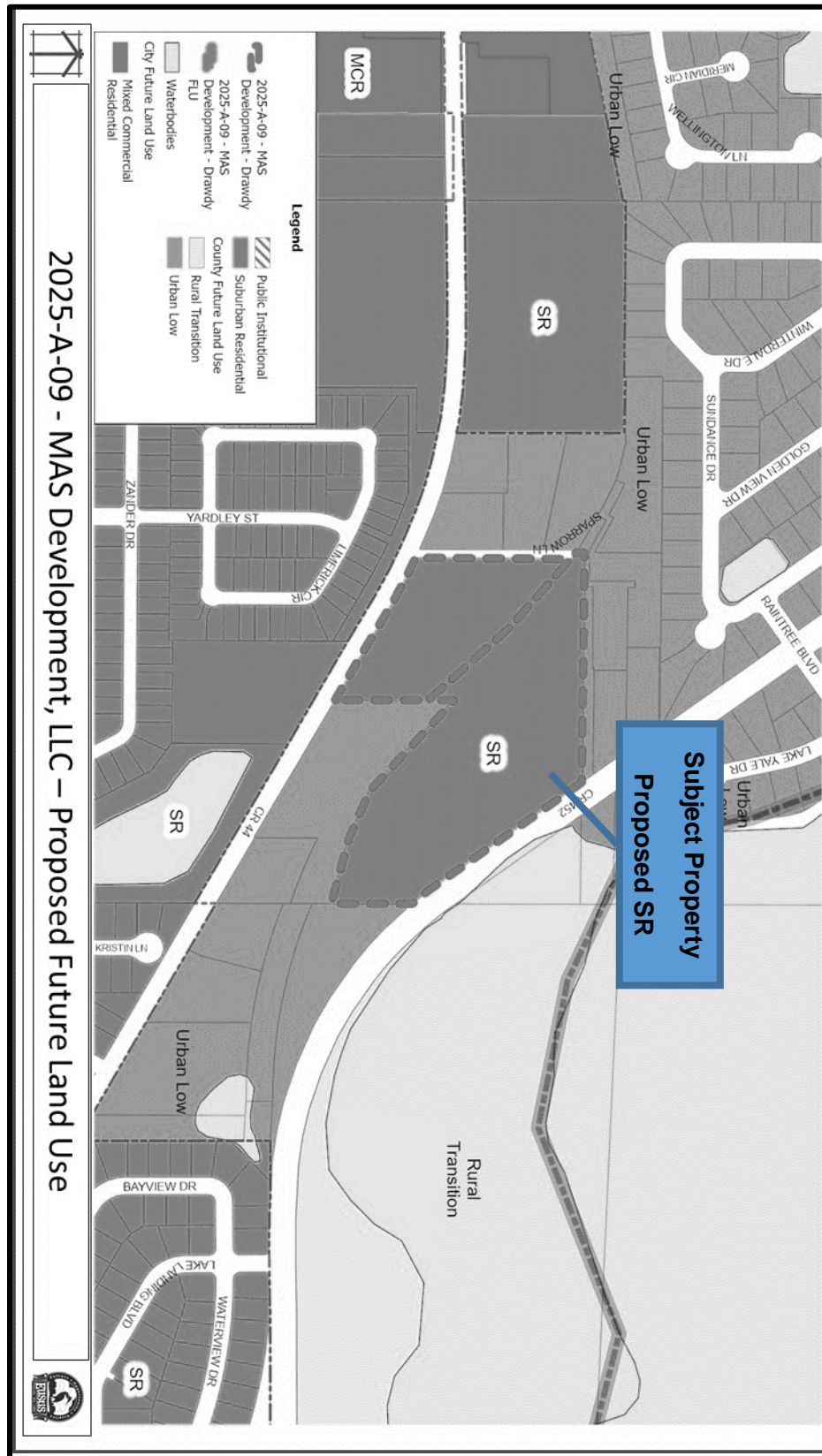
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-32 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	25-32
Ordinance Subject	Future Land Use Map Amendment 2025-CPLUS-09
Legal Advertising Date	September 8, 2025
First Reading On	9/18/2025
Second Reading On	10/23/2025

Ordinance Title

ORDINANCE NUMBER 25-32AN 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 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE FROM URBAN LOW IN LAKE COUNTY TO SUBURBAN RESIDENTIAL 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 25-33

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 25-33 to assign a Design District designation of Suburban Neighborhood to approximately 20 acres of recently annexed real property, further described below, and

WHEREAS, on September 18, 2025, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on October 23, 2025, 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 HEREBY ORDAINS:

Section 1. Design District Designation

That the Design District Designation of the real property described below and shown on Exhibit A shall be Suburban Neighborhood:

Parcel Alternate Key: 1743320 and 1407940

Parcel Identification Number: 33-18-26-0002-000-00800 and 33-18-26-0002-000-02900

Legal Description:

FROM NW COR OF SE 1/4 OF NW 1/4 OF SEC 33-18-26 THAT PART OF LAND LYING SW'LY OF CR 452 OF THE FOLLOWING DESCRIPTION: RUN S 0-02-0 E ALONG W LINE OF SE 1/4 OF NW 1/4 A DIST OF 150 FT FOR POB, RUN S 89-27-28 E PARALLEL TO 150 FT S OF N LINE OF SE 1/4 OF NW 1/4 TO E LINE OF SAID SE 1/4 OF NW 1/4, S 0-15-33 W ALONG SAID E LINE OF SE 1/4 OF NW 1/4 A DIST OF 937.54 FT, N 75-07-0 W 255.86 FT, N 66-14-55 W 196.98 FT, N 47-09-55 W 463.98 FT, S 0-02-0 E 97.21 FT, N 42-0-0 W 406.60 FT, N 48-23-14 W 359.72 FT, N 52-25-59 W 22.40 FT, N 0-02-0 W 33.74 FT TO POB ORB 3830 PG 1866 ORB 4018 PG 364 ORB 5735 PG 854

And

FROM NW COR OF SE 1/4 OF NW 1/4 RUN S 0-02-00 E ALONG W LINE 183.75 FT, S 52-25-59 E 22.4 FT TO PT ON S'LY R/W OF ABANDONED R/W & 25 FT E OF CENTERLINE OF COUNTY RD FOR POB, RUN S 48-23-14 E 359.72 FT, S 42-00-00 E ALONG S'LY R/W OF ABANDONED RR 406.6 FT, S 0-02 E 349.73 FT TO N'LY R/W OF SR 44, NW'LY ALONG

N'LY R/W OF SR 44 TO PT S OF POB, N TO POB ORB 2373 PG 1616
ORB 5735 PG 854

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 annexation of the subject property through approval of Ordinance Number 25-31.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 23rd day of October 2025.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA COUNTY OF LAKE

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

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

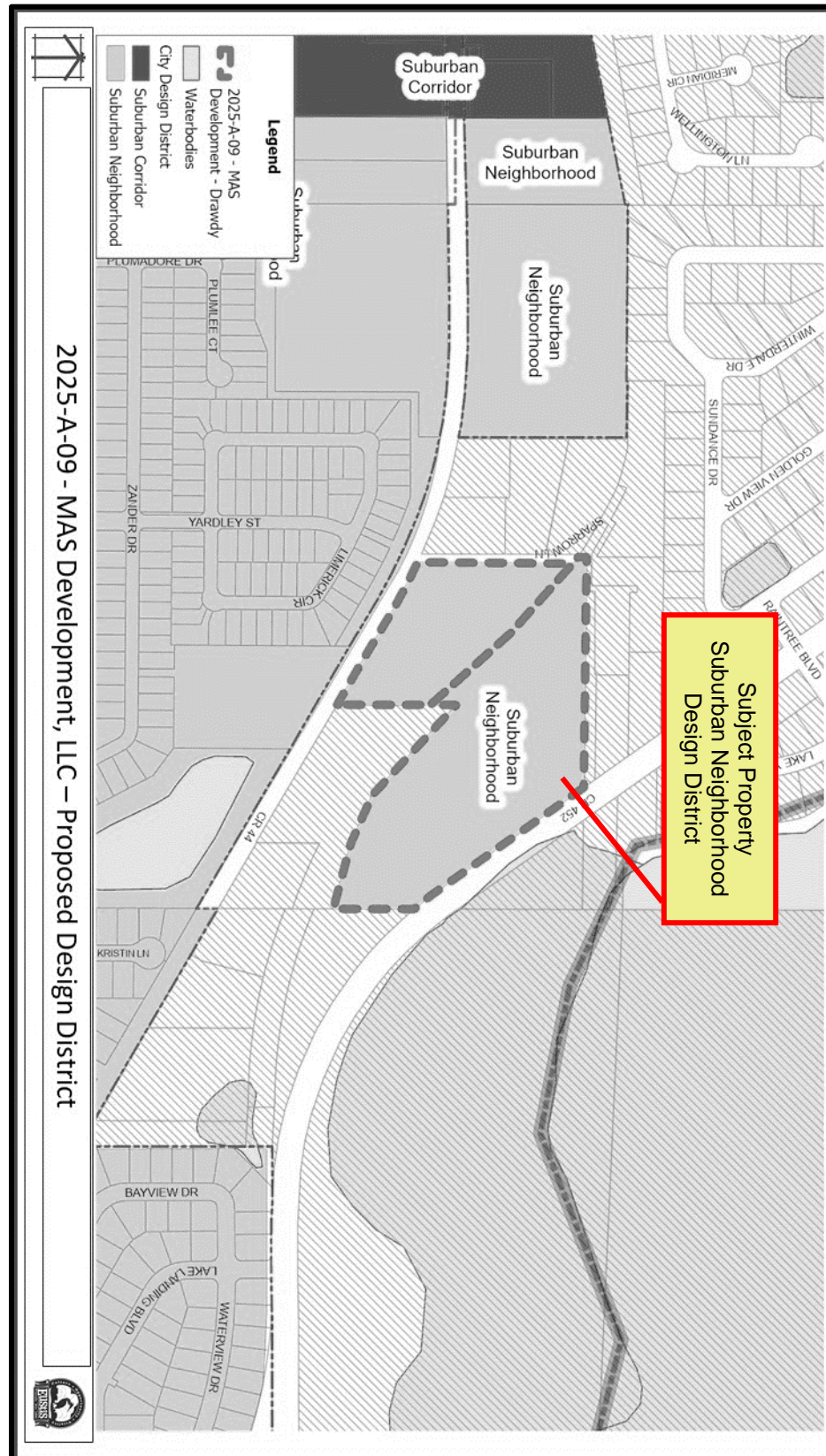
Date

CERTIFICATE OF POSTING

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Christine Halloran, City Clerk

Exhibit A



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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	25-33
Ordinance Subject	Design District Map Amendment 2025-DD-09
Legal Advertising Date	September 8, 2025
First Reading On	9/18/2025
Second Reading On	10/23/2025

Ordinance Title

ORDINANCE NUMBER 25-33 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 20.0 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1743320 AND 1407940, ON THE NORTH SIDE OF COUNTY ROAD 44, EAST OF SPARROW LANE.

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

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City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: September 18, 2025

RE: Discussion for an Economic and Cultural Advisory Committee

Introduction

Vice-Mayor Ashcraft requested a discussion item regarding an Economic and Cultural Advisory Committee. Additional supporting material (attached) was provided at the September 4, 2025 City Commission meeting for review. Commission requested the item be put on the September 18 meeting for further discussion.

Prepared By:

Tom Carrino, City Manager

Attachments:

City of Eustis- Advisory Committee on Economic & Cultural Development Vision Overview

City of Eustis- Advisory Committee on Economic & Cultural Development

Vision Overview

Purpose and Definition

The City of Eustis Advisory Committee on Economic & Cultural Development will serve as a strategic partner to the City Commission, connecting economic growth with cultural vitality.

The Advisory Committee ensures that Eustis grows stronger, more connected, and more prosperous — a city where economic opportunity and cultural identity work hand-in-hand to secure a vibrant future for generations to come.

The Committee will:

- **Advise** on strategies that promote economic opportunity, cultural enrichment, and community engagement.
- **Connect** business, cultural, civic, and community leaders to align efforts and maximize impact.
- **Recommend** policies, programs, and events that strengthen the city's economy and quality of life.
- **Bridge** government, local businesses, artists, cultural organizations, and residents.

Roles and Responsibilities

The Committee will actively contribute by:

- Supporting cultural events, festivals, and arts programming.
- Encouraging tourism development while protecting community character.
- Advising on grants, partnerships, and sponsorship opportunities.
- Helping shape and promote Eustis' brand and identity through a balance of commerce and culture.
- Reviewing and providing input on architectural design standards to ensure they support economic vitality, cultural identity, and community pride.

Structure

The Committee will represent a cross-section of stakeholders, ensuring broad input and collaboration:

- **Business leaders** – Lake Eustis Area Chamber - local business owners, developers,.
- **Cultural representatives** – artists, arts councils, heritage organizations.
- **Community stakeholders** – nonprofits, neighborhood associations.
- **Government liaisons** – city manager, CRA, planning & zoning, and other key staff.

Connectivity Across Organizations

The Committee will act as a central hub, aligning and coordinating efforts across organizations and initiatives, including:

- **Japanese Cultural Center** – international exchange & cultural diplomacy.
- **America in Bloom** – beautification & community pride.
- **Sports Foundation** – youth engagement, sports tourism, and healthy lifestyle initiatives.
- **African American Heritage Committee and Festival** – honoring heritage and building inclusion.
- **Lake Eustis Area Chamber of Commerce** – business advocacy and regional partnerships.
- **LEAD (Lake Economic Area Development)** – advancing workforce and economic growth.
- **Lake County Tourism** – expanding reach through tourism promotion.
- **International Business Opportunities** – fostering relationships with Mexico, Japan, and the Czech Republic to expand trade, investment, and cultural exchange.

Imagine the collective impact when all of these organizations are aligned, supporting one another, and amplifying their contributions to the City of Eustis.

Strategic Partnerships

- Collaborate with regional institutions such as Lake Tech, Lake Sumter College, UCF, AdventHealth, UF Health.
- Connect Eustis with state, national, and international networks to bring new opportunities, resources, and visibility. Such as Select Florida and Florida Commerce and work with our State Representatives.

Advisory Expertise & Deliverables

The Committee will provide informed input to the City Commission, including:

- Annual reports summarizing recommendations and progress.
- Event calendars integrating economic and cultural activities.
- Strategic plans linking cultural vitality to economic growth.
- Public forums and workshops to capture community voice.
- Research and data to support long-term decision-making

Outcomes for the City of Eustis

- A vibrant and resilient downtown and waterfront.
- Expanded international opportunities positioning Eustis as a regional hub.
- Increased civic pride through festivals, beautification, and cultural exchange.
- A sustainable, connected, and prosperous future where economic growth and cultural identity thrive together.

🌟 Key Lessons for Eustis

- **Start with culture, build toward commerce:** Many of the most successful Sister City programs began with **cultural festivals, education, or arts exchanges**, which then led to trade and business opportunities.
- **Anchor with institutions:** Universities, chambers of commerce, and hospitals often play central roles in making exchanges long-term and impactful.

- **Visibility matters:** Festivals, gardens, and cultural events create *public buy-in* and make the partnership visible beyond government circles.