



AGENDA

City Commission Meeting

6:00 PM – Thursday, March 05, 2026 – City Hall

Invocation: Jocelyn Williamson, Central Florida Freethought Community

Pledge of Allegiance: Commissioner George Asbate

Call to Order

Acknowledge of Quorum and Proper Notice

1. Agenda Update

2. Approval of Minutes

[2.1](#) Approval of Minutes for February 5, 2026, City Commission Meeting and February 19, 2026, City Commission Meeting

3. Presentations

3.1 City of Eustis Police Chief's Award to Officer Cody Wade

3.2 Powerhouse Youth Project - Presentation by Scott Chevalier

4. Audience to be Heard

5. Consent Agenda

[5.1](#) Resolution Number 2026-26: Authorizing Award of Bid Number 001-26 To JH Construction, LLC For the Public Works Administration Building Project and Authorizing Budget Transfers and Approving a Purchase in Excess of \$100,000.00

[5.2](#) Resolution Number 2026-28: Approving an Expenditure in Excess of \$100,000.00 For Engineering Construction Administration Services for the Northshore Bridge and Culvert Engineering Project

6. Ordinances, Public Hearings, & Quasi Judicial Hearings

[6.1](#) Resolution Number 2026-24: Variance for Fence Height and Type for Property Located at 2044 E Orange Avenue (after-the-fact)

[6.2](#) Resolution Number 2026-27: Interim City Manager's Employment Agreement

[6.3](#) Resolution Number 2026-30: Approval of Purchase and Sale Agreement for Acquisition of Property Located at 21 North Grove Street

[6.4](#) Second Reading of Ordinance Number 2026-05: Burger King Restaurant New Noncompliant Pylon Sign – SR 19 N

[6.5](#) First Reading of Ordinance Number 2026-12: Amendment to the Previously Approved Conditional Use Permit – Additional Emergency Identification Signage for Orlando Health Eustis (15719 U.S. Highway 441)

7. Other Business

[7.1](#) Discussion: City's Evaluation and Appraisal Report (EAR)

7.2 Discussion: City Commission Attorney

8. Future Agenda Items and Comments

8.1 City Commission

8.2 City Manager

8.3 City Attorney

8.4 Mayor

9. Adjournment

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

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



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 5, 2026

RE: Approval of Minutes

February 5, 2026 City Commission Meeting

February 19, 2026 City Commission Meeting

Introduction:

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

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Anna Rottermond, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Meeting

6:00 PM – Thursday, February 05, 2026 – City Hall

Invocation: Mayor, Emily A. Lee

Pledge of Allegiance: Commissioner Willie Hawkins

Call to Order: 6:00 p.m.

Acknowledge of Quorum and Proper Notice

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

ABSENT: Commissioner Willie L. Hawkins

1. Agenda Update

Tom Carrino, City Manager, noted Item 3.1 for the Proclamation declaring February Black History Month would be moved to February 19, 2026.

Mr. Carrino noted an addition to the Other Business Section of the agenda for discussion of the City Manager position to provide staff with direction.

2. Approval of Minutes

December 9, 2026, City Commission Meeting

January 22, 2026, City Commission Meeting

Motion made by Commissioner Holland, seconded by Commissioner Asbate, to approve the meeting minutes. Motion passed on the following vote:

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

3. Audience to be Heard

City Attorney, Sasha Garcia requested comments from the audience. There were none.

4. Presentations

4.1 Proclamation Declaring February Black History Month and Recognizing the 32nd Annual African American Heritage Celebration

This item was moved to the February 19, 2026, City Commission meeting.

4.2 Targeted Industry and Smart Growth Study Presentation

Al Latimer, Economic Development Director, introduced the Targeted Industry and Smart Growth Study, which was conducted in partnership with the Economic Development Administration. The goal of the study was to identify businesses that matched well with Eustis's resources and would help diversify the local economy.

Gary Swoope, President and CEO of Vision First, thanked the Commission for the opportunity to work with the City of Eustis. He explained that Vision First is a Florida-based firm with

offices throughout the state and team members across the country. Mr. Swoope provided context for the study methodology, which included data analysis, stakeholder input, and analysis of existing industry sectors.

Meghan DiGiacomo, Senior Consultant with Vision First, presented the five recommended target industries for Eustis as follows: 1) Food Processing and Manufacturing: A recession-resilient industry that aligns with regional strengths. For the City of Eustis, the focus should be on low-water and low-power impact uses like dry foods and specialty foods. 2) Information Technology, including smaller-scale data centers that would be appropriate for the City's infrastructure limitations. Edge data centers and modular facilities were recommended rather than large hyperscale operations. 3) Distribution with a focus on small-scale and niche distribution, such as last-mile delivery, fleet maintenance, and supporting local manufacturing. 4) Aerospace Manufacturing leveraging Florida's leadership in aerospace and defense, focusing on component manufacturing, precision machining, and composite parts production. 5) AgTech/Agribusiness - Blending Eustis's agricultural heritage with innovation, focusing on controlled environment agriculture, precision ag technologies, and specialty agriculture.

Ms. DiGiacomo emphasized that these recommendations would allow the City of Eustis to grow intentionally without losing its community character or overextending infrastructure.

Vice Mayor Ashcraft asked about marketing these targeted industries. Ms. DiGiacomo explained that the report includes recommendations for specific industry events to attend and marketing strategies. He also noted similarities with a study done by Lake County's LEAD department and asked what made this report unique to Eustis. Ms. DiGiacomo and Mr. Swoope explained that while there might be some overlapping with county initiatives, this report specifically analyzed Eustis's data and selling points.

Following the presentation, Mr. Carrino stated that the next step would be to put together marketing materials and branding to target these industries, using approximately \$56,000 that was budgeted for economic development marketing. The Commission also expressed interest in being involved in the prioritization of these marketing efforts.

5. Consent Agenda

5.1 Historic Preservation Board Annual Report for FY 2024-2025

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

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

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

6.1 Explanation of Ordinance Numbers 26-02, 26-03, and 26-04 for Annexation, Future Land Use Designation and Design District Designation for Parcel with Alternate Key Number 1197309

City Attorney, Sasha Garcia explained that all three ordinances related to the same property (Alternate Key 1197309) and had received their first reading on January 22.

SECOND READING

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

City Attorney Garcia read Ordinance Number 26-02 by title on final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, Voluntarily Annexing

approximately 0.31 acres of real property at Alternate Key Number 1197309, located at 77 West Seminole Avenue.

City Attorney Garcia opened the public hearing at 6:42 p.m. There being no public comment, the hearing was closed at 6:42 p.m.

Due to the absence of Commissioner Hawkins, Mayor Lee took a straw poll, which showed all Commissioners present supportive of the ordinance.

Motion made by Vice Mayor Ashcraft, Seconded by Commissioner Holland, to adopt Ordinance Number 26-02 on final reading. Motion passed on the following vote:

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

6.2 SECOND READING

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

Attorney Garcia read Ordinance Number 26-03 by title on final 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 0.31 acres of recently annexed real property at alternate key numbers 1197309, located at 77 West Seminole Avenue, from Urban Low in Lake County to Residential Office Transition in the City of Eustis.

Attorney Garcia opened the public hearing at 6:44 p.m. There being no public comment, the hearing was closed at 6:44 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to adopt Ordinance Number 26-03 on final reading. Motion passed on the following vote:

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

6.3 SECOND READING

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

Attorney Garcia read Ordinance Number 26-04 by title on final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Urban Neighborhood design district designation to approximately 0.31 acres of recently annexed real property at Alternate Key Number 1197309, 77 West Seminole Avenue.

Attorney Garcia opened the public hearing at 6:45 p.m. There being no public comment, the hearing was closed at 6:45 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to adopt Ordinance Number 26-04 on final reading. Motion passed on the following vote:

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

6.4 FIRST READING

Ordinance Number 26-05: Burger King Restaurant New Noncompliant Pylon Sign – SR 19 N

Attorney Garcia read Ordinance Number 26-05 by title on first reading: An Ordinance of the City of Eustis, Lake County, Florida; approving a conditional sign permit for the property located at the outparcel of the Publix Shopping Center at SR 19 and CR 44 (Burger King#13907); allowing a freestanding pylon sign with a maximum height of thirty (30) feet and

a sign cabinet with a copy area of eighty-eight point eighty-eight (88.88) square feet; providing for conditions of approval; providing for conflicts, severability and an effective date.

Mike Lane, Development Services Director, presented a conditional sign permit request for the Burger King restaurant located at State Road 19 and County Road 44. The request stemmed from a code enforcement violation where a sign company installed new signage without permits. The existing pole sign is 42 feet high, while the code requires a maximum height of 15 feet. The applicant requested to lower the sign to 30 feet and maintain the current 89 square foot copy area.

The Commission expressed that they did not see the need to lower the sign at all, as there were other signs of similar height in the area and the restaurant had invested \$1,250,000 in renovations. The Commission suggested allowing the sign to remain at its current height with the condition that the business contributes to the beautification of that corner.

Attorney Garcia advised that the ordinance as advertised specified the 30-foot height, and allowing the sign to remain at 42 feet would require readvertising. She also noted that the Commission needed to address the underlying code enforcement violation.

Attorney Garcia opened the public hearing at 7:03 p.m. There being no public comment, the hearing was closed at 7:03 p.m.

Alan Paczkowski, Chairman of the Code Enforcement Board, clarified that while code officers may have identified the violation, the case had not yet been brought before the Code Enforcement Board for a ruling.

The Commission advised staff that they would prefer to table the item and have staff bring it back with revised language that would allow the sign to remain at its current height with the added beautification requirements.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to table Ordinance Number 26-05 (Burger King), to allow staff time to bring back revised language that would allow the sign to remain at its current height with the beautification requirements. Motion passed on the following vote:

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

7. Other Business

7.1 Discussion on City Manager Position

Mr. Carrino explained that he had given notice and would be with the city through mid-March. He noted that the Commission had previously directed staff to work with a consultant on finding a new city manager but had also unanimously directed staff to work with Rick Gierok on an interim city manager contract.

Mr. Carrino requested some direction about whether to proceed with the consultant (which would cost approximately \$29,000) or focus on negotiations with Mr. Gierok for a more permanent position.

Commissioner Holland expressed support for Mr. Gierok, noting his knowledge of the City and ability to keep the Commission focused on current initiatives. Vice Mayor Ashcraft agreed but indicated he would like to have further discussions with Mr. Gierok. Commissioner Asbate suggested continuing with the consultant process to ensure due diligence, while acknowledging Mr. Gierok's advantages.

Mayor Lee emphasized the importance of maintaining momentum in City initiatives and expressed concern about the time that would be lost going through the search process.

Mr. Gierok clarified that he was willing to commit to a 5-year term as city manager. However, he would need time to secure housing in Eustis to meet the residency requirement. He proposed serving as interim city manager for up to two years while he arranged to purchase property within city limits.

Attorney Garcia confirmed that the city charter allows flexibility regarding the timeline for meeting the residency requirement for a permanent city manager.

CONSENSUS: It was a consensus of the Commission to pause the consultant search and proceed with negotiating an agreement with Mr. Gierok for the city manager position.

8. Future Agenda Items and Comments

8.1 City Commission

Commissioner Holland thanked the Commission for the trip to Tallahassee, noting that years of working with the legislature would hopefully pay dividends in the current session. He would also provide updates as they go through.

Vice Mayor Ashcraft inquired about tables in the park and was informed by City Manager Carrino that two more picnic tables would be added to the existing concrete slab, with further additions to be considered as part of a Ferran Park master plan. Vice Mayor Ashcraft then asked for updates on Spring Ridge Estates and the bridge, and Attorney Garcia reported ongoing communications with their attorney. Finally, Mr. Ashcraft asked about City-owned lots, which did not make it to the agenda. Mr. Carrino indicated that it was not scheduled for this meeting and Attorney Garcia added that they were still working on title searches. Those searches were underway and they have three of four completed.

Commissioner Holland wanted to thank the police department for their quick response to the recent stabbing incident in Ferran Park. The quick reaction shows why they put that money into the Police Department.

Commissioner Asbate agreed and commented that it is time to move forward with the relocation of the Open Door/Lifestream facility from downtown Eustis. Police Chief Capri strongly agreed, describing the current situation as creating problems downtown rather than effectively helping people experiencing homelessness. Commissioner Asbate suggested working with other municipalities to find a more appropriate location and potentially exchanging buildings with Lifestream. Mr. Carrino indicated staff would discuss the issue and consider initial conversations with Open Door/Lifestream about their willingness to relocate.

8.2 City Manager

Mr. Carrino asked Chief Swanson to provide an update on the Tri-City Food Drive. Fire Chief Swanson reported that the Eustis department had won the food drive. They raised about twelve thousand pounds of food and did a lot better than they thought they were going to do.

Mr. Carrino reported on the successful Tallahassee trip, noting that Continental Strategy had arranged meetings with the governor's office and other key officials regarding the City's appropriations and legislative priorities. He requested approval for Rick Gierok to serve as acting city manager during his upcoming brief absence, which the Commission granted.

8.3 City Attorney: None

8.4 Mayor

Mayor Lee expressed concern about legislators' focus on BTR (Business Tax Receipt) taxes in cities and suggested that Eustis prepare for the potential changes that could come. The City needs to work as a business-friendly community.

She also complimented Police Chief Capri on the police department's awards banquet, noting the impressive community work being done by officers.

9. Adjournment: 7:00 p.m.

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

CHRISTINE HALLORAN
City Clerk

EMILY A. LEE
Mayor/Commissioner



MINUTES

City Commission Meeting

6:00 PM – Thursday, February 19, 2026 – City Hall

Invocation: Mayor Emily A. Lee

Pledge of Allegiance: Commissioner Michael Holland

Call to Order: 6:18 p.m.

Acknowledge of Quorum and Proper Notice

Present: Commissioner George Asbate, Vice Mayor Gary Ashcraft, Commissioner Willie Hawkins, and Mayor Emily A. Lee

1. Agenda Update

City Manager, Tom Carrino, requested that agenda items 7.10 through 7.15 be removed from the agenda, as those matters could not be considered following a decision made at the Local Planning Agency (LPA) meeting.

Motion by Commissioner Asbate; Seconded by Commissioner Ashcraft to remove the Goman Update (Item 3.3) from the agenda, requesting that the consultant's report instead be submitted to the City Manager's office and routed through Dr. Levy so that all guidance could be consolidated in a single unified direction. Motion passed on the following vote:

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

2. Approval of Minutes

2.1 Approval of Minutes

December 12, 2025, City Commission Workshop
January 29, 2026, City Commission Workshop

Motion by Commissioner Asbate; seconded by Commissioner Hawkins to approve the Workshop Minutes. Motion passed on the following vote:

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

3. Presentations

3.1 Proclamation Declaring February Black History Month and Recognizing the 32nd Annual African American Heritage Celebration

Mayor Lee read and presented a proclamation declaring February as Black History Month and recognizing the 32nd Annual African American Heritage Committee Celebration. City Manager Carrino noted that Commissioner Hawkins serves as a representative of the Heritage Committee and that committee members were present in the audience. Representatives were invited to the podium for the proclamation reading and photos.

3.2 Georgefest Update

Director of Events and Communication, Cheri Moan, provided the Commission with an overview of the 124th Annual Georgefest celebration. She outlined a full week of programming beginning on Saturday with headliner Will Mosley, followed by Sunday activities which include the Chamber's Chili Cook-Off, Bass Tournament, live music, and pageants at Life Pointe Church, which are Miss Florida qualifiers. She noted there were eleven contestants competing for Miss Eustis and four for Miss Teen. Midweek grassroots programming for families and children would include a game night, an ice cream social with free hot dogs from Sonic, a Camp Georgefest jump zone, and an immersive piano experience with art in the park on Wednesday evening. Thursday features Sunset Sounds and a VIP night with Jackie Moore, who would mingle with commissioners and sponsors prior to the show. Friday's headliner is Mac McAnally, Jimmy Buffett's guitarist. Saturday would feature a full lineup at the bandshell from 12:30 p.m. through the fireworks. Director Moan highlighted a new temporary stage extension allowing bands to stack, resolving a longstanding logistical challenge. A carnival, strolling pianist, strolling DJ, and live music at Pocket Park were also announced.

Commissioner Asbate praised the new event t-shirt design, including its pocket option.

3.3 Goman Update

This item was removed from the agenda by the action taken under Item 1, Agenda Update.

4. Appointments

4.1 Reappointment to the Code Enforcement Board (CEB) – Member

City Manager Carrino presented the reappointment of Stephanie Carter to the Code Enforcement Board. Commissioner Asbate expressed warm appreciation for Ms. Carter, describing her as a long-time Eustis citizen and an outstanding community leader.

Motion by Commissioner Asbate; Seconded by Commissioner Hawkins to approve the reappointment of Stephanie Carter to the Code Enforcement Board. Motion passed on the following vote:

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

4.2 Reappointments to the Historic Preservation Board (HPB) – 2 Members

City Manager Carrino presented the reappointments of Matthew Callis and Dorothy Stevenson to the Historic Preservation Board.

Motion by Commissioner Holland; Seconded by Commissioner Hawkins to approve the reappointments of Matthew Callis and Dorothy Stevenson to the Historic Preservation Board. Motion passed on the following vote:

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

5. Audience to be Heard

Pam Rivas, a resident of Eustis representing Mega Workplace/UCF Incubator, provided an update on the incubator's progress. She reported two new incubator clients: Oxford Family Farms, who focus on agricultural education, tourism, and agricultural technology; and Design X Factor, an automation and AI company that emerged from UCF's Excellence in Entrepreneurship program. She also highlighted Intelligence Factory, who is a recent incubator

client that was featured in the Orlando Business Journal that gave public credit to the City of Eustis and Mega Workplace for providing a collaborative environment that supported their growth. That company is planning a significant hiring effort with positions paying over \$150,000. An upcoming March workshop on "Scaling Your Business with Intention" was also announced. Ms. Rivas thanked the Commission for their decision to support the Business Incubator, calling it a strong return on investment.

Daniel DiVenanzo, a local business owner with multiple establishments in Eustis, commended the Commission for the direction established through the recent workshop with Dr. Levy. He encouraged progress on bike trails, the lakefront, and a hotel. He shared firsthand experience leasing to a seaplane operator and cautioned that seaplane operations are quite noisy, potentially conflicting with park and bandshell use. He also noted that a dinner boat concept had been presented to him but was impractical due to a minimum sixty-parking-spot requirement. He expressed support for relocating the pool to Carver Park. Regarding the community center, Mr. DiVenanzo stated he would be willing to guide a design committee through the process and then build the facility at cost through his construction company estimating a 12,000 to 12,500 square foot facility at a cost of \$3.5 to \$4 million with the city managing the funding and site selection.

Debbie Weinert, a non-resident representing Triangle Community Alliance and its partnership with the Dollywood Foundation's Imagination Library, reported growing from 2 to 1,500 children enrolled across nine cities, with 1,000 children enrolled in 2025. She expressed hope that the city would consider budget appropriations to enroll Eustis children in the early childhood literacy program. She noted prior support totaling \$2,511 from individual discretionary contributions, including \$500 from Commissioner Asbate personally.

Commissioner Asbate noted that budget discussions occur in August and September and encouraged her to submit materials through the City Clerk for distribution to the Commission.

Ann Ivey, Library Director, provided updates on the Eustis Memorial Library. She confirmed that interior painting had been completed and that Public Works was also addressing the air conditioning. She noted that a \$500,000 grant application for Phase 2 construction had been submitted two weeks prior. She reported that the Lake County Library System Director had resigned and expressed concern about potential changes to the interlocal agreement in light of the evolving property tax issues, pledging to keep the Commission informed. She expressed appreciation for the Commission's continued support of the library.

Commissioner Hawkins complimented her selection of exterior paint colors.

Brian Kerstein, a resident of over three decades, addressed the Commission regarding significant personal losses stemming from a sewage backup at his home on Floral Avenue on October 26th. He stated that four to six inches of sewer water entered his home, and that the Davies Group, the city's claims investigator withdrew its investigator forty-five minutes prior to the scheduled investigation. He relayed that his insurance company and a third-party investigator found no obstructions in his plumbing or yard up to the meter. He further disclosed that his next-door neighbor's home had been remediated by the city on two separate occasions using Servpro, and that a new backflow device had been installed at the street for that property, without any inquiry to him about related plumbing problems. He stated his dates of plumbing issues corresponded with the backup events. He had previously attempted to speak with the former city manager without success and subsequently was told by Deputy City Manager, Miranda Burrowes and staff member Greg Dobbins that the event was an "act of God." He estimated to have spent nearly \$35,000 out of pocket to restore his home. He noted

that attorney Anthony Sabatini had sent a pro bono demand letter that was denied, and he expressed willingness to pursue a resolution before retaining legal counsel for civil litigation.

City Manager Carrino noted that with legal correspondence being involved, communication should flow between attorneys. He directed Human Resource Director Crouch to involve Risk Manager Martin in communicating with Mr. Kerstein.

6. Consent Agenda

- 6.1 Resolution Number 2026-15: Amending the FY 2025/26 adopted Budget for the Sales Tax Fund (010) and Governmental Grants Fund (018) to adjust the adopted budget to reflect a grant awarded by FDOT for the Northshore Bridge and Culvert Engineering Project
- 6.2 Resolution Number 2026-16: Approving a Purchase in Excess of \$100,000 for a Public Works Grapple Truck
- 6.3 Resolution Number 2026-21: Approval for amending the FY2025/26 adopted budget for the Governmental Grants Fund (018) to recognize award of FY 2025/26 FDLE Grant

Motion by Commissioner Holland; Seconded by Commissioner Asbate to approve the Consent Agenda as presented. Motion passed on the following vote:

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

7. Ordinances, Public Hearings & Quasi-Judicial Hearings

- 7.1 Resolution Number 2026-17: Preliminary Subdivision Plat w/ Waivers for Forest Glenn for Parcels with Alternate Key Numbers 1193532, 1193770, and 3862860

City Attorney, Sasha Garcia read Resolution Number 2026-17 by title: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat with waivers for the Forest Glenn Subdivision (2025-S-04), a ninety-seven lot townhome single-family residential subdivision, on approximately 23.13 acres of property located on the west side of Palmetto Street south of Getford Road (Alternate Key Numbers 1193532, 1193770, and 3862860).

Development Services Deputy Director, Jeff Richardson presented Resolution 2026-17 for the preliminary subdivision plat of Forest Glen. The owner is Bergland Land Holdings, with Chuck Hyatt of Half Engineering serving as the applicant's representative, and Jason Lee of Bergland Land Holdings was also present. The development encompasses approximately 23.13 acres total, with 15.47 dry acres suitable for development. The project proposes ninety-seven townhome units with a minimum lot size of twenty-two by ninety feet, which is consistent with the design district's townhome standards. The proposed density is approximately 6.27 dwelling units per acre, roughly half of the twelve units per acre maximum permitted under the existing land use. Approximately forty seven percent of the site (outside wetlands) would be designated as open space, with about 1.34 acres dedicated to a dog park, play field, and open areas. The property is located on Palmetto Street south of Getford Road, adjacent to the Wastewater Treatment Plant. The project had gone through multiple Development Review Committee (DRC) rounds beginning in July 2025, with final DRC approval in December 2025. A portion of approximately six acres was previously an unincorporated parcel that had been annexed into the city.

Two waivers were requested: first, to allow a zero landscape buffer along the western property line abutting the treatment plant, noting the presence of an existing six-foot chain-link fence providing separation; and second, to limit the sidewalk installation to the east side of Palmetto Street only,

where residential development is occurring, due to wetland interference and right-of-way constraints to the north.

Continuing, Deputy Director Richardson noted that Palmetto Street currently exists as a prescriptive rather than dedicated right-of-way, and the applicant is willing to dedicate that as part of the planning process, including an additional ten feet of right-of-way beyond the current forty-foot prescriptive width, bringing it to a fifty-foot dedicated right-of-way. He flagged an ambiguity in Section 2 of the resolution, recommending that the phrase and final plat be stricken from the clause requiring submission within twelve months, so that only final engineering construction plans are required within that timeframe. An amended resolution was provided to the City Clerk.

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

Attorney McGregor Love appeared on behalf of the applicant and noted that the full engineering and design team was available to answer questions.

Brian Broomfield, a Eustis resident, raised concerns on behalf of a church member who had received notice of the project. He inquired about the number of units, affordability, traffic density on Palmetto Street, and the proximity of the sprayfield. He also raised general infrastructure and density concerns given the tight nature of the road and surrounding area.

In response, Jason Lee, applicant representative, addressed the concerns: speed tables would be installed along Palmetto to slow traffic, along with reflective permanent markings and striping. A photometric plan for street lighting would be required and submitted to staff. Regarding flooding, St. Johns River Water Management District permitting has already been secured. The existing six-foot chain-link fence along the treatment plant property line would remain in place. He confirmed that the lots are individually platted, and are intended for owner-occupied, single-family purchase, which begins in the two hundreds. Additionally, the applicant voluntarily dedicated a corner clip of property to the city for public right-of-way to preserve existing access for residents of the subdivision to the south.

City Attorney Garcia closed the public hearing at 7:07 p.m.

Commissioner Asbate expressed strong support, noting the density was approximately half of what is permitted. The speed tables would also help the corridor, and that existing trash and deterioration along that road would be addressed with the new development. He emphasized that these would be individually owner-occupied units starting in the low two hundreds. This will not be a bulk rental situation. He described the development as a genuine lift for the northern part of the city.

Commissioner Hawkins voiced appreciation for the cleanup the development would bring, noting persistent littering in the area.

Motion by Commissioner Hawkins; Seconded by Vice Mayor Ashcraft to approve Resolution Number 2026-17. The motion passed on the following vote:

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

7.2 Resolution Number 2026-18: Consideration of Fine Reduction/Release of Lien for 315 Palmetto Street, Code Case 18-00810

City Attorney Garcia read Resolution Number 2026-18 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 315 Palmetto Street; authorizing implementing actions; and providing for an effective date.

Code Enforcement Supervisor, Eric Martin stated Resolution 2026-18, reflects a Code Enforcement Board recommendation to reduce an outstanding lien of \$21,300 (accrued at \$100 per day over 213 days) for an overgrown vacant lot to \$2,130 (a ninety percent reduction) with a release of the lien upon payment.

Code Enforcement Supervisor Martin explained the property's history: the original violation commenced in 2018; the property owner, Ms. Fair, has never appeared before the board despite proper notices being sent to her Apopka address by certified mail, which were returned unclaimed. However, the first-class mailings were not returned, and the property was posted. The property came into compliance in 2019, when the owner became aware of the lien upon attempting to sell the property. In September 2025 she was required to bring the lot into compliance again which she did, with a passed inspection on October 6, 2025, before her reduction request would be considered. A prior violation in 2020 had also been issued and resolved quickly under her father's care.

Code Enforcement Board Chair Alan Paczkowski addressed the Commission in depth. He clarified that the board's vote had been 4 to 3 in favor of the reduction, and that it was a contentious proceeding. He described Ms. Fair's testimony as shifting throughout questioning: she first claimed she had no money to pay anything, then reversed course and indicated she could find the funds to pay \$2,130 once that figure was proposed. After the meeting adjourned, a board member informed him that they had voted incorrectly and wished to change their vote to "nay." He was there to raise this issue with the Commission.

City Attorney Garcia addressed the procedural matter directly, advising the Commission that the board's vote was the official action taken at a duly noticed public hearing. A board member's post-adjournment communication expressing a change of mind to another board member, rather than to the board's attorney for proper procedural handling at a subsequent meeting, did not constitute a valid alteration of the record. As a result, she advised that the Code Enforcement Board's recommendation stand as presented. However, she confirmed that the Commission, sitting in an appellate capacity, retained full discretion to alter the reduction amount or timeframe as provided for in the resolution, or they could deny the reduction entirely, as Ms. Fair retained the right to appeal to the Commission regardless.

City Attorney Garcia opened the public hearing at 7:31 p.m. There being no public comment, the hearing was closed at 7:31 p.m.

Commissioner Asbate expressed significant concern about sending the wrong message to property owners city-wide by offering a ninety percent reduction to a repeat offender who had never appeared before the board, noting that compliant property owners including himself face prompt and consistent code enforcement action. Vice Mayor Ashcraft agreed the reduction was too lenient but acknowledged the Code Enforcement Board had the same materials. Commissioner Holland, drawing on his prior experience on the Code Enforcement Board, stated he would have reduced the lien by no more than fifty percent and found the ninety percent reduction excessive. Commissioner Hawkins expressed deference to the board's quasi-judicial role while acknowledging the discomfort with the outcome.

Ultimately, the Commission deliberated an appropriate amount and Mayor Lee proposed \$12,000 as a reduction figure, which is roughly a forty-three percent reduction, and payable within thirty (30) days, with the lien reverting to the full original amount of \$21,300 if payment was not made.

Motion by Mayor Lee; Seconded by Commissioner Holland to approve Resolution Number 2026-18 as amended by reducing the code enforcement lien at 315 Palmetto Street to

\$12,000, payable within thirty (30) days, with the lien reverting to the original \$21,300 if payment is not received. Motion passed on the following vote:

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

7.3 Resolution Number 2026-19: Consideration of Fine Reduction/Release of Lien for 1033 South Grove Street, Code Case 25-00911

City Attorney Garcia read Resolution Number 2026-19 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 1033 South Grove Street; authorizing implementing actions; and providing for an effective date.

Code Enforcement Supervisor, Eric Martin presented Resolution 2026-19, which reflected a recommendation of Code Enforcement Board to reduce an outstanding lien of \$2,600 to \$1,000, with release of the lien upon payment for a vacant lot at 1033 South Grove Street.

City Attorney Garcia opened the public hearing at 7:37 p.m. There being no public comment, the hearing was closed at 7:37 p.m.

Motion by Commissioner Holland; Seconded by Commissioner Hawkins to approve Resolution Number 2026-19 per the Code Enforcement Board's recommendation. Motion passed on the following vote:

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

Mayor Lee announced a five-minute recess at 7:38 p.m. and reconvened the meeting at 7:44 p.m.

7.4 Resolution Number 2026-20: Approval of Purchase and Sale Agreement for Acquisition of Property Located at 100 North Bay Street and Related Parcels

City Attorney Garcia read Resolution Number 2026-20 by title: A Resolution of the City Commission of the City of Eustis, Florida; approving and authorizing the execution of a purchase and sale agreement for the acquisition of real property located at 100 North Bay Street and related parcels; finding a valid public purpose; authorizing the Mayor and City Clerk to execute the agreement; providing for implementation; and providing for an effective date.

Prior to the presentation, City Attorney Sasha Garcia stated for the record that the seller's representative, Harold Vilches, had advised her that Commissioner Asbate had been previously involved in a contract related to this property prior to him taking office. She noted that under Florida law, voting determinations are made by individual elected officials, and that Commissioner Asbate confirmed that he did not believe this would affect his participation. He voluntarily supplemented for the record, that he had four conversations with Attorney Zelmowski of the Florida Board of Ethics. He provided all documentation and facts and received a clear determination that no binding agreement existed, and no financial gain was involved. He accepted full responsibility should any subsequent action arise through any channel.

City Manager Carrino provided a brief background, noting the property had been considered in November under Resolution 2025-100, at which time the Commission elected not to move forward, choosing instead to wait for the December workshop with Dr. Levy and the establishment of strategic priorities.

Consultant Mike Goman of Goman+York pointed out that he was there to present on the proposed acquisition. Refreshing the Commission's memory on the three subject properties: 100 North Bay Street (the main Bank of America building at approximately 17,240 square feet with adjacent parking totaling approximately 22,400 square feet of land area); 200 South Bay/200 South Eustis (the former drive-through and parking parcel at approximately 45,500 square feet, just over one acre); and the Bay Street connector parcel (approximately 5,600 square feet). In total, the acquisition would encompass approximately 18,924 square feet of building area and 1.69 acres of land across all three parcels.

The proposed purchase price is \$1,800,000 for the combined three parcels. Key agreement provisions included conditions precedent Commission approval, two MAI appraisals required under Florida statute, appropriation of funds, and a clear title and survey as well as a ninety (90) day due diligence and inspection period during which Phase 1 and likely Phase 2 environmental studies would be conducted. The appraisal structure provided for automatic price adjustments: if the average of the two appraisals exceeded \$1,800,000, the price would adjust upward but could not exceed \$2,000,000; if the average came in between \$1,440,000 and \$1,620,000 (ten to twenty percent below the purchase price), the matter would return to the Commission for further discussion; and if the average fell below \$1,440,000, an extraordinary vote of the Commission under Florida Statute 166.045 would be required.

Mr. Goman presented cost-comparison data on replacement construction costs, noting that new office and municipal buildings range widely from \$350 to \$1,000 per square foot depending on the purpose and finish level, with comparable municipal buildings generally coming in at \$500 to \$750 per square foot. He referenced comparable transactions including the Kissimmee City Hall addition (12,500 square foot at \$12,000,000, or approximately \$1,000 per square foot) and an Orlando Business Journal quote estimating a comparable downtown building at approximately \$600 per square foot in construction costs. He also noted that a nearby historic building at 128 East Magnolia was sold at approximately \$76 per square foot, reflecting its age, historic limitations, lack of parking, and inferior location attributes. A city staff memo indicated that approximately sixty-six percent of the Bank of America buildings, 17,240 square feet, would be utilized for city operations. Mr. Goman estimated an acquisition cost of approximately \$110 per square foot for the main building alone (or \$95 per square foot including the drive-through), and with an estimated \$1,200,000 renovation, the total project cost of approximately \$3,100,000 would yield a cost of approximately \$164 to \$180 per square foot, which is well below new construction costs.

Mr. Goman also argued that the acquisition would return the property to productive use, preventing the building from being backfilled with uses inconsistent with the city's downtown vision, protect the long-term strategic waterfront value consistent with the master plan, and provide the city with future redevelopment flexibility consistent with Ferran Park and lakefront objectives.

Commissioner Asbate pushed back on the framing, noting the building had been on the market for years without achieving a sale at anything close to the asking price, and cited specific examples of downtown properties including a Lake Mechanical building and a vacant parking lot that ultimately sold at a public auction at dramatically lower prices than initial asking. He questioned whether paying the proposed price was premature relative to the city's stated priority of Sharps Park. He referenced an opportunity with the Wells Fargo building across the street, noting its owner, George Warren, had purchased it at auction for less than half of its original \$1,800,000 asking price and had indicated willingness to sell it to the city on his cost basis and carrying costs, with another interested party creating urgency. He further described the building as a clean-slate opportunity with two floors, approximately 15,000 square feet, over sixty parking spaces, and a recently completed interior demo with CAD drawings already

prepared, which he felt better addressed city operational needs and the gateway to the downtown.

Commissioner Holland concurred that spending \$1,800,000 plus an estimated \$2,000,000 in renovation would be fiscally irresponsible when another option may exist. He stated he would prefer to enter negotiations for the Wells Fargo building, potentially relocating customer-facing services there, and revisiting the Bank of America property. He also reiterated that addressing Sharp's Park remained the highest priority.

Vice Mayor Ashcraft asked whether any other comparable properties had been evaluated. City Manager Carrino confirmed that discussions with Mr. Warren about the Wells Fargo building had begun and described a broader portfolio of strategic properties the Commission had identified, including Sharp's Park, the helipad, the Women's Club, and the community center site. He emphasized that the Bank of America property served dual purposes: short-term office relief and long-term waterfront/Ferran Park redevelopment potential. Commissioner Hawkins expressed openness to the Wells Fargo alternative.

City Attorney Garcia opened the public hearing at 8:11 p.m.

Daniel DiVenanzo, a local business owner who had previously been involved with the Bank of America building, recommended against the city owning lakefront property in that location, asserting that the building's rear face reads poorly from the park. He advocated letting the market determine value for the Bank of America property and enthusiastically endorsed the Wells Fargo building as the superior option. He confirmed that he had performed the interior demolition work, reviewed the floor plans, and estimated the building at 15,000 square feet on two floors with an elevator, over sixty parking spaces, and a spectacular structure already cleared and ready for redevelopment.

City Attorney Garcia closed the public hearing at 8:15 p.m.

The Commission reached consensus that the Bank of America acquisition was not appropriate at the current proposed price. City Manager Carrino clarified that staff would move forward engaging Mr. Warren for the Wells Fargo building and asked whether the Commission was completely uninterested in the Bank of America building or whether there was a price threshold that would revive interest. The general sentiment was that the property may have merit at the right price, and that the market, not the city, should first determine that value. However, it was not the right time for that conversation.

Motion by Commissioner Asbate; Seconded by Commissioner Holland to deny Resolution Number 2026-20. Motion passed on the following vote:

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

Following the vote, Commissioner Holland requested that the Mayor or Commissioner Asbate work with city staff to initiate negotiations with George Warren regarding the Wells Fargo building without delay, citing concern that the opportunity could be lost to another buyer. The Commission expressed consensus for the City Manager to advance those discussions promptly.

7.5 Resolution Number 2026-27: City Manager's Employment Agreement

City Attorney Garcia asked for consensus to continue giving the two-hour mark for the meeting. The Commission agreed to continue.

City Attorney Garcia read Resolution Number 2026-27 by title: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, approving the employment agreement between the City of Eustis and Rick Gierok, as set forth in Exhibit "A".

City Manager Carrino introduced the item, noting that the Commission had previously directed staff to bring forward an employment agreement for Rick Gierok, Director of Public Works, to serve as City Manager. He provided context that the agreement before the Commission included salary, severance, and benefits for a permanent city manager role.

Commissioner Asbate opened the commission discussion by disclosing that he had met with Mr. Gierok individually in recent weeks and offered fulsome praise, calling him "our Tom Brady" and an MVP-level contributor to the city in education, experience, and knowledge. However, he stated that best practice standards for municipalities require a competitive search process so the full range of candidates can be evaluated before a decision is made. He proposed that Mr. Gierok be designated as Interim City Manager immediately with no impact whatsoever on City Manager Carrino's remaining compensation or terms and that the formal city manager search proceed with Mr. Gierok's participation as a candidate. He further requested that the interim contract be brought before the Commission at the March 5th meeting and that Mr. Gierok remain in a protected role within the city even if the search ultimately yielded a different hire, calling him "our franchise player."

Vice Mayor Ashcraft agreed, stating that after reflection and a personal meeting with Mr. Gierok, the Commission owed it to citizens to conduct an open process. Commissioner Holland echoed this view emphatically, drawing on input from the League of Cities and multiple peer municipalities. He stated he expected the interim period to last a year to a year and a half before a qualified permanent applicant was identified. He called Mr. Gierok one of the best employees the city had seen since 2008. He expressed his desire that if Mr. Gierok serves as interim, the handcuffs be entirely removed so that Mr. Gierok and Deputy City Manager Burrowes can operate with full authority to run the city without interference from commissioners in day-to-day management.

Commissioner Hawkins expressed strong personal support for Mr. Gierok, praising his ability to complete projects in record time and his evident passion for the city's future. He concurred that interim was likely the appropriate path, while expressing the wish that Mr. Gierok would ultimately be selected as the permanent city manager.

Mayor Lee added her emotional support, drawing an analogy to the Lake-Sumter State College Foundation Director who served as interim president and was subsequently selected as the permanent hire after a full national search concluded she was the best candidate. She expressed confidence that the same outcome would occur here.

Mr. Gierok addressed the Commission directly, explaining that his original reluctance about the interim role stemmed from concerns about whether he could drive major initiatives including the strategic plan, which Dr. Levy had recommended deferring until a permanent city manager was in place within the constraints of a short-term role. After further reflection and discussions with commissioners earlier that week, he stated he was willing to accept an interim appointment and would do his best to maintain forward momentum on the city's priorities. He estimated the search process would likely run to the end of the calendar year at a minimum.

City Manager Carrino confirmed that Strategic Government Resources had already been engaged for the city manager search and placed on hold; they would be reengaged immediately. The next step would be scheduling individual meetings with each commissioner to develop an ideal candidate profile, followed by advertising.

Motion by Commissioner Holland; Seconded by Commissioner Asbate to direct the City Attorney to work with Rick Gierok on an interim city manager employment agreement to be brought before the

Commission at the March 5 meeting, with an effective date upon passage, no impact on City Manager Carrino's current terms or compensation, and with Strategic Government Resources reengaged to conduct the city manager search. Motion passed on the following vote:

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

7.6 Explanation of Ordinance Numbers 24-05A, 24-06A, and 24-07A: Repeal of Previously Adopted Ordinance Numbers 24-05, 24-06, and 24-07 and Adoption of Replacement Ordinance Numbers 24-05A, 24-06A, and 24-07A for Annexation, Assignment of Future Land Use, and Assignment of Design District for Property with Alternate Key Numbers 1213355 And 1213347

First Reading of Ordinance Number 24-05A: Repeal of Previously Adopted Ordinance Numbers 24-05

City Attorney Garcia read Ordinance Number 2024-05A by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida; repealing Ordinance Number 24-05 and adopting a replacement ordinance providing for the voluntary annexation of certain real property into the corporate limits of the City of Eustis pursuant to Section 171.044, Florida Statutes; providing legislative findings and recitals; providing for the incorporation of a complete metes-and-bounds legal description and location map; providing for filing and notice requirements; providing for severability; and providing an effective date.

Development Services Deputy Director Richardson explained that the replacement ordinances for this set of items were necessitated by a change in property ownership. Grand Island LLC. is now the owner, replacing the original Susan Venable Trust and correcting a deficiency in the original ordinances by incorporating complete meets and bounds legal descriptions in place of truncated descriptions. No substantive changes to the underlying actions were made. Commissioner Asbate asked whether the property, located at the corner of Fish Camp Road and SR 44, had water and sewer availability. Development Services Deputy Director Richardson confirmed that only water service was currently available, noting that a forcemain serving the area is located a significant distance away at the entrance to Grand Island, with connection costs in the millions. The anticipated use is commercial outparcels, consistent with the Dollar General, 7-Eleven, and grocery store uses across the street.

City 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 Commissioner Holland, Seconded by Vice Mayor Ashcraft to approve on first reading. Motion passed on the following vote:

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

7.7 First Reading of Ordinance Number 2024-06A: Repeal of Ordinance 24-06 and Re Adoption of 2024-06A -Assignment of Future Land Use for Voluntary Annexation of Parcels with Alternate Key Numbers 1213355 and 1213347

City Attorney Garcia read Ordinance Number 2024-06A by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; repealing Ordinance Number 24-06 and adopting a replacement small-scale amendment to the City of Eustis Comprehensive Plan pursuant to Section 163.3187, Florida Statutes; providing legislative findings and recitals; changing the future land use designation of certain real property generally identified by Lake County Alternate Key Numbers 1213355 and 1213347; providing

for incorporation by reference of a complete metes-and-bounds legal description and future land use map amendment on file with the City Clerk; providing for severability; and providing for an effective date.

City Attorney Garcia opened the public hearing at 8:43 p.m. There being no public comment, the hearing was closed at 8:43 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft to approve on First Reading Ordinance Number 2024-06A. Motion passed on the following vote:

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

7.8 First Reading of Ordinance Number 2024-07A: Repeal of Ordinance 24-07 and Re Adoption of 2024-07A Assignment of Design District for Voluntary Annexation of Parcels with Alternat Key Numbers 1213355 and 1213347

City Attorney Garcia read Ordinance Number 2024-07A by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; repealing Ordinance Number 24-07 and adopting a replacement ordinance assigning a design district designation to certain real property generally identified by Lake County Alternate Key Numbers 1213355 and 1213347; providing legislative findings and recitals; providing for incorporation by reference of a complete metes-and-bounds legal description and design district map on file with the City Clerk; providing for severability; and providing for an effective date contingent upon annexation.

City Attorney Garcia opened the public hearing at 8:44 p.m. There being no public comment, the hearing was closed at 8:44 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft to approve Ordinance Number 2024-07A. Motion passed on the following vote:

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

7.9 First Reading of Ordinance Number 2026-05: Burger King Restaurant New Noncompliant Pylon Sign – State Road 19 North

City Attorney Garcia read Ordinance Number 2026-05 by title on first reading: An Ordinance of the City of Eustis, Lake County, Florida; approving a conditional sign permit for the existing freestanding sign located at the Burger King Restaurant at 1909 State Road 19 North; allowing a maximum height of 42 feet and an 89 square foot sign cabinet; authorizing the City Commission to establish conditions of approval at adoption, including but not limited to beautification or maintenance commitments; providing for conflicts; providing for severability; and providing for an effective date.

Development Services Director Mike Lane presented Ordinance 2026-05, providing context that he had reached out directly to the Burger King franchisee, Mr. Alvarez, who had been cooperative and receptive. As a result of those conversations, the franchisee agreed to expand their maintenance and landscaping scope to include the right-of-way along the property, addressing longstanding issues with tall weeds in adjacent ditches. The franchisee also committed to exploring drought-tolerant flowering plants, noting that year-round flower maintenance in the Florida heat is challenging potentially mimicking the aesthetic seen on nearby corridors. Mr. Alvarez was unable to attend the meeting but communicated his willingness to work with the city on any beautification and maintenance commitments. Director

Lane indicated the franchisee was open to working with city landscaping staff on appropriate plant selection. Commissioner Asbate expressed enthusiasm for turning a code issue into a beautification win, while cautioning that plant selections needed to be hardy enough to survive long-term.

City Attorney Garcia opened the public hearing at 8:46 p.m. There being no public comment, the hearing was closed at 8:47 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft to approve Ordinance Number 2026-05 on first reading. Motion passed on the following vote:

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

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

- Ordinance Number 2026-06 – Voluntary Annexation
- Ordinance Number 2026-07 – Comprehensive Plan Amendment
- Ordinance Number 2026-08 – Design District Assignment

First Reading of Ordinance Number 2026-06: Voluntary Annexation of Parcel with Alternate Key Number 1040141

This item was removed from the agenda by the action taken under Item 1, Agenda Update.

7.11 First Reading of Ordinance Number 2026-07: Comprehensive Plan Amendment for a Parcel with Alternate Key Number 1040141

This item was removed from the agenda by the action taken under Item 1, Agenda Update.

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

This item was removed from the agenda by the action taken under Item 1, Agenda Update.

7.13 Explanation of Ordinances Numbers 2026-09, 2026-10, and 2026-11 for Annexation of Parcels with Alternate Key Number 3959037

- Ordinance Number 2026-09 – Voluntary Annexation
- Ordinance Number 2026-10 – Comprehensive Plan Amendment
- Ordinance Number 2026-11 – Design District Assignment

First Reading of Ordinance Number 2026-09: Voluntary Annexation of Parcels with Alternate Key Number 3959037

This item was removed from the agenda by the action taken under Item 1, Agenda Update.

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

This item was removed from the agenda by the action taken under Item 1, Agenda Update.

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

This item was removed from the agenda by the action taken under Item 1, Agenda Update.

8. Other Business

8.1 Discussion on Buildable Lots

City Attorney Garcia presented the framework for an Affordable Homeownership Initiative utilizing city-owned surplus residential lots, noting that this effort grew from earlier Commission direction and discussions led by Vice Mayor Ashcraft as the designated contact for the project. She explained that most of the subject lots fall within the CRA component of the city.

The program structure would involve a competitive solicitation process. The Commission, sitting as the CRA Board, would authorize issuance of a Request for Proposals (RFP). Eligible applicants would be qualified 501(c)(3) affordable housing providers required to partner with a licensed residential builder. The solicitation would incorporate tiered affordability criteria with income eligibility up to one hundred and twenty percent of area median income to avoid being overly exclusive and require a thirty-year recorded affordability covenant. Protections for the city would include conveyance of land through a development agreement with recorded restrictions, a requirement to obtain a building permit within nine months of deed recordation, and a certificate of occupancy within eighteen months, with property reverting to the city upon failure to perform. Impact fees would be deferred to closing but not waived, preserving that revenue stream for the city. All homeowner qualifications and financing administration would be handled by the nonprofit partner. The city would retain audit and enforcement rights.

Finally, she identified four to five available lots confirmed through title search: one on Gould Street, two on Getford Street (separate addresses), and one on Pinkney Street.

Commissioner Hawkins raised the idea of creating a preference point system favoring Eustis residents and first responders, teachers, police officers, and nurses, as those workers frequently struggle with affordability and their presence strengthens neighborhoods. City Attorney Garcia advised that outright exclusivity by residence or profession risked housing discrimination concerns, but that a preference point system could be incorporated. Vice Mayor Ashcraft, who had been central to developing the framework, expressed a preference for allowing the selected nonprofit partner to handle qualification, noting that the partner already maintains waiting lists and conducts background checks. He argued against over-engineering the criteria and noted that since the homes would be within the city limits, buyers would by definition become Eustis residents. He emphasized the primary goal: to take long-vacant lots that had sat unused on the city's books for years and do something genuinely good with them.

After discussion, the Commission reached consensus to proceed without a formal point system, directing City Attorney Garcia to prepare a resolution declaring the lots as surplus and an RFP for commission approval at a future meeting.

Consensus reached to proceed with the Affordable Homeownership Initiative framework without a preference point system. The City Attorney was directed to prepare a formal surplus property declaration resolution and RFP for Commission approval.

Financial Impact & Community Benefit: The lots involved carry no current revenue-generating value to the city. Conveying them to a qualified nonprofit partner at no cost in exchange for construction of owner-occupied affordable housing would convert nonperforming vacant parcels into taxable residential properties a recurring fiscal benefit in the form of increased Ad valorem tax revenue. Impact fees will be deferred to closing rather than waived, preserving that one-time revenue. The city bears no financing exposure, as all construction and homeowner qualification costs are administered by the nonprofit partner. The concrete benefit to residents is the creation of affordable, owner-occupied housing units within established city neighborhoods (infill development), providing homeownership access to income-qualifying Eustis families, including working households who

may struggle with market-rate housing costs. Oversight is maintained through the development agreement, the thirty-year affordability covenant, permit and certificate-of-occupancy milestones with reversion clauses, and the city's retained right to audit and enforce all conditions.

9. Future Agenda Items and Comments

9.1 City Commission

Commissioner Hawkins invited all commissioners and residents to attend the 32nd Annual African American Heritage Parade and Festival on Saturday morning, proceeding down Bates Avenue and ending at Carver Park. He noted that immediately following the parade, the Daughters of the American Revolution would be dedicating a Little Free Library at Farren Park, adjacent to the playground. The library structure was built by the construction academy at the high school. Commissioner Hawkins further reported receiving glowing reviews from principals at Eustis Heights and Eustis Elementary regarding the City Manager's education initiative, noting that children were reading more, parents were enthusiastic about the continued teacher involvement, and early score improvements had been observed. He offered kudos to City Manager Carrino and Police Chief Capri on developing the program.

Commissioner Holland encouraged all residents to participate in the upcoming Georgefest and heritage celebrations. He reported that city landscaper Tim had recently been diagnosed with cancer and was being hospitalized at Waterman Hospital after the most recent chemotherapy round affected his heart. Commissioner Holland asked the Commission and community to keep Tim in their thoughts and prayers and invited anyone wishing to send a note to do so through City Hall.

Vice Mayor Ashcraft requested that a discussion item regarding the potential search for an in-house city attorney be placed on a future agenda, citing potential cost savings for taxpayers in the context of anticipated financial challenges.

9.2 City Manager

City Manager Carrino advised that logistics information regarding staging and transportation for both the African American Heritage Parade and Georgefest would be distributed to commissioners. He also reported on a joint meeting held with Lake County and other municipalities regarding planning and land use, with discussions touching on Transfer of Development Rights (TDR) as a planning tool to concentrate development in appropriate areas while preserving others. He noted that the county had hired a consultant to conduct a countywide land use analysis projecting developable land capacity and future population growth. He indicated that municipalities may be asked to enter into a TDR agreement with the county in the future, and that further updates would follow.

9.3 City Attorney

No items were presented.

9.4 Mayor

Mayor Lee raised the need to finalize workshop dates with Dr. Levy, noting that the doodle poll circulating had a different format than prior polls and was causing confusion. Deputy City Manager Miranda Burrowes acknowledged the issue and committed to correcting the format so commissioners could see each other's availability. Mayor Lee and the Commission requested that only three date options be offered to keep the process simple and actionable. Commissioner Asbate expressed his ability to respond immediately once the corrected poll was distributed. Mayor Lee raised the matter of formalizing the engagement with Dr. Levy

through a retainer agreement, noting that Clermont was reportedly interested in engaging and that his time is limited. The Commission reached unanimous consensus to lock into a retainer with Dr. Levy to prevent the city from losing access to his services to a competing municipality.

Mayor Lee also recognized the collaborative and productive tone of the evening's meeting. She thanked the Commission for working through a complex agenda in a constructive spirit. Continuing, she recognized staff member Elis and the Eustis in Bloom team for organizing Valentine's Day card exchanges between schoolchildren and homebound seniors. She praised city landscaper Tim's recent beautification work including newly planted lilies near City Hall and at Clifford House noting that Tim had grown all the plants in the city greenhouse.

Police Chief, Craig Capri addressed the Commission regarding recent confusion about the Police Department's Forfeiture Fund. He clarified that the fund was never in a deficit position and provided the current account balances of \$31,316.32 in the federal account and \$51,289.93 in the state account, for a total of \$82,606.25. He reiterated that the Police Chief does not write checks or manage the accounts directly because those functions are handled by the Finance Department. He stated that his intentions are to distribute all funds to charitable causes benefiting children's education and community programs.

10. Adjournment: 9:12 pm.

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

CHRISTINE HALLORAN
City Clerk

EMILY A. LEE
Mayor/Commissioner



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: March 5, 2026

RE: Resolution Number 2026-26: Authorizing Award of Bid Number 001-26 To JH Construction, LLC For the Public Works Administration Building Project and Authorizing Budget Transfers and Approving a Purchase in Excess of \$100,000.00

Introduction:

Resolution Number 2026-26 Authorizes the award of Bid Number 001-26 to JH Construction, LLC., with a base bid of \$312,300.00 for the Public Works Administration Building Project, authorizes Budget Transfers in the amount of \$105,000.00 and \$45,000.00, and authorizes the City Manager to execute all agreements with JH Construction, LLC. to complete this project.

Background:

The City's existing Public Works department is in need of expansion due to the increase in staff and lack of existing administrative space.

Engineering procured Conklin-Porter-Holmes, LLC., to design a one story, 700 square foot building addition with two new offices and essential supporting spaces. The anticipated cost of construction prepared by CPH was \$338,542.00.

Eight bids were received by licensed contractors during January 22, 2026, bid opening for the project. The total base bids from the eight contractors ranged from a low of \$312,300.00 to a high of \$563,685.00. City staff is confident that they received competitive pricing and reasonable bids. In reviewing JH Construction, LLC's bid package, no deficiencies were noted. The City's purchasing policies require that the Commission approve any purchase that exceeds \$100,000.00.

Recommended Action:

Staff recommends approval of Resolution Number 2026-26

Policy Implications:

Not applicable.

Budget/Staff Impact:

The approved budget has allocated funds of \$175,000.00 for construction of the Public Works Administration Building as shown below:

010-8600-517-60-16	400 Morin St. Building Additions	\$100,000.00
013-4100-541-60-62	Buildings	\$75,000.00

Additionally, the following transfer is requested into Account 010-8600-517-60-16:

010-8600-517-60-01	Building Improvements	\$105,000.00
--------------------	-----------------------	--------------

Additionally, the purchase of a dump truck for Public Works was completed below budget, and the following transfer is requested into Account 013-4100-541-60-62:

013-4130-541-60-64	Machinery & Equipment	\$45,000.00
--------------------	-----------------------	-------------

Prepared By:

Christopher Helme, Administrative Supervisor, Engineering

Reviewed By:

Rick Gierok, P.E., Engineering Director
Greg Dobbins, Deputy Director of Public Works
Miranda Burrowes, Deputy City Manager

Attachments:

Resolution Number 2026-26

Available Upon Request:

Bids from Bid Number 001-26

RESOLUTION NUMBER 2026-26

RESOLUTION NUMBER 26-26: AUTHORIZING AWARD OF BID NUMBER 001-26 TO JH CONSTRUCTION, LLC FOR THE PUBLIC WORKS ADMINISTRATION BUILDING PROJECT AND AUTHORIZING BUDGET TRANSFERS AND APPROVING A PURCHASE IN EXCESS OF \$100,000.00

WHEREAS, the City's approved Capital Improvement Budget includes funds for construction of the Public Works Administration Building; and

WHEREAS, the new building will space needed for an increase in staff and lack of existing administrative space; and

WHEREAS, the City of Eustis, Florida advertised invitations to bid (City of Eustis Bid Number 001-26) for the Public Works Administration Building Project in accordance with City purchasing policies; and

WHEREAS, the City received and opened eight (8) individual responses to said Invitation to Bid, on Tuesday, January 22, 2024; and

WHEREAS, JH Construction, LLC. is the lowest responsive, responsible bidder for the construction plans and possesses the required qualifications to perform the construction services necessary and to provide products and equipment as noted in the design specifications; and

WHEREAS, Staff is requesting a fund transfer totaling \$105,000 from the following Capital Project: Building Improvements (#010-8600-517-60-01) into 400 Morin St. Building Addition Fund (#010-8600-517-60-16).

WHEREAS, Staff is requesting a fund transfer totaling \$45,000 from the following Fund: Machinery & Equipment (#013-4130-541-60-64) into Buildings Fund (#013-4100-541-60-62).

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

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

- (1) The City Commission hereby authorizes the award of Bid Number 001-26 to JH Construction, LLC. in the amount of \$312,300 for the Public Works Administration Building Project; and
- (2) The City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase; and
- (3) The City Manager is hereby authorized to approve budget fund transfers totaling \$150,000 as follows:
 - From Account No. 010-8600-517-60-01 \$105,000

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-26 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: March 5, 2026

RE: Resolution Number 2026-28: Approving an Expenditure in Excess of \$100,000.00 For Engineering Construction Administration Services for the Northshore Bridge and Culvert Engineering Project

Introduction:

Resolution Number 2026-28 approves and expenditure in excess of \$100,000.00 for Engineering Construction Administration Services for Northshore Bridge and Culvert Engineering Project, and authorizes the City Manager to execute all agreements and contracts with the award.

Background:

The Northshore Bridge and Culvert Engineering Project involves replacing a structurally deficient 12-foot diameter corrugated metal pipe culvert with a new bridge culvert along Northshore Drive. The culvert serves as a connection between Lake Eustis and Trout Lake.

This project will include incidental roadway, drainage and utility improvements associated with the culvert replacement.

Greenman-Pedersen, Inc. will prepare contract documents for the replacement of the existing failed roadway culvert with a new reinforced concrete bridge culvert, and associated wingwalls.

Design services will include structural, environmental, roadway, drainage, signage, survey, geotechnical services, and pavement marking designs. Optional services will include bridge design in lieu of bridge culvert if needed, and two-barrel bridge culvert design in lieu of temporary pipe to divert water while constructing culvert.

Greenman Pedersen's proposal for these services is \$410,282.85

Recommended Action:

Staff recommends approval of Resolution Number 2026-28.

Policy Implications:

Not Applicable

Budget/Staff Impact:

The approved budget has allocated funds of \$410,283.00 for the Engineering Design Services for the Northshore Bridge and Culvert Project as shown below:

010-8600-519-60-53 Northshore Culvert \$410,283.00

Resolution Number 2026-12 was approved by City Commission on January 22, 2026, and authorized acceptance of FY 2025-26 FDOT State Funded Grant Agreement for this project in the amount of \$200,000.00.

Prepared By:

Chris Helme, Administrative Supervisor, Engineering

Reviewed By:

Mike Brisson, Project Manager, Engineering
Miranda Burrowes, Deputy City Manager

Attachments:

- Resolution Number 2026-12, available upon request
- Signed proposal from Greenman-Pedersen, Inc., available upon request

RESOLUTION NUMBER 2026-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE IN EXCESS OF \$100,000.00 FOR ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES FOR THE NORTHSHORE BRIDGE AND CULVERT ENGINEERING PROJECT; AND AUTHORIZES THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND CONTRACTS WITH THE AWARD.

WHEREAS, the City's approved Capital Improvement Budget includes funds for the Northshore Bridge and Culvert Engineering Project; and

WHEREAS, Greenman-Pedersen, Inc. submitted a proposal for Engineering Construction Administration Services for this project; and

WHEREAS, in accordance with rates agreed to in the Continuing Services Agreement between Greenman-Pedersen, Inc. and the City of Eustis, they are offering these services for the estimated amount of \$410,282.85; and

WHEREAS, City of Eustis Purchasing Ordinance requires that the City Commission approve any purchase in excess of \$100,000.00.

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

- (1) The City Commission is hereby authorized to approve a purchase in excess of \$1000,000.00 for the procurement of Engineering Construction Administration Services for the Northshore Bridge and Culvert Engineering Project; and
- (2) The City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase; and
- (3) The Purchasing Department is hereby authorized to complete the transaction in accordance with this resolution; and
- (4) This resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 5^h day of March, 2026, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 5th day of March 2026, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-28 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



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: March 5, 2026

RE: Resolution Number 2026-24: Variance for Fence Height and Type for Property Located at 2044 E Orange Avenue (after-the-fact)

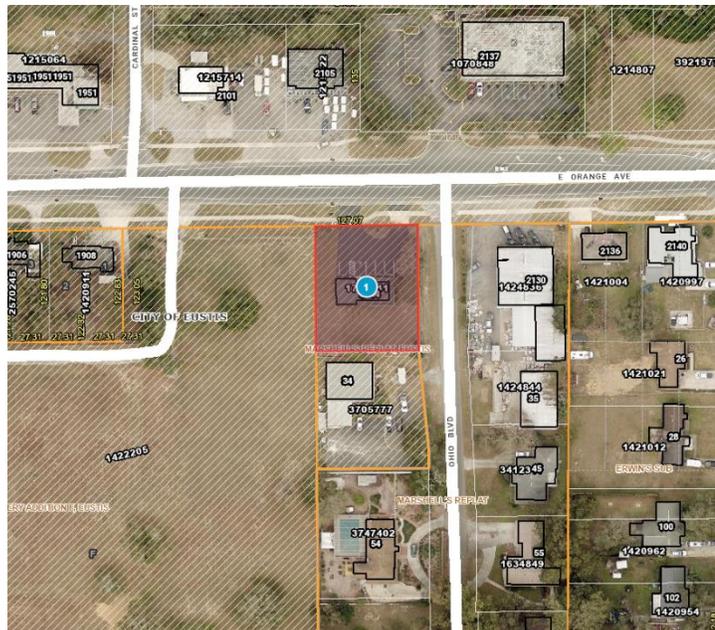
Introduction:

Resolution Number 2026-24 approves a Variance to the City of Eustis Land Development Regulations Section 110-5.7 to allow for six-foot barbed wire fence at 2044 E Orange Avenue.

Background:

Pertinent Site Information:

1. The property is approximately 0.35 acres, located at 2044 E Orange Avenue.
2. The property is conforming to the dimensional criteria for a Commercial Building Lot in a Suburban Corridor (SC) design district.



Applicant's Request:

The applicant, Andrew Patten for the owner Florida Binsness, LLC, is requesting a variance to the maximum height to allow for a six (6) foot barbed wire fence (after-the-fact). Fences are normally limited to four (4) feet in height in the front yard of properties, while barbed wire fencing is not permitted with the Mixed Commercial (MCR) future land use district. The applicant's justification for the request is that the fence provides additional security, and the site is adjacent to properties – including city-owned property – that also have barbed wire fencing. The applicant states that the fence contractor assured him that barbed wire fencing was allowed on-site because adjacent properties along have barbed wire fencing. The applicant was sent a Notice of Violation from Code Enforcement on January 21, 2026 (Case # 01078), and is requesting the variance to allow the chain link fence with barbed wire to remain on the property.

ANALYSIS OF REQUEST: LAND DEVELOPMENT REGULATIONS, SECTION 102-31.1 MAJOR VARIANCES.

- (a) Generally. A variance is a request to modify or eliminate a provision of these land development regulations concerning the type, size, dimension, or height of a sign, lot, building, or structure, for a particular property and/or a request to waive any other development standard or provision of the land development regulations that cannot be addressed under section 102-21.1.

The applicant requests a variance to the six (6) foot high fence maximum to allow for the six feet along the entire perimeter of the site, and a variance to the fence type to allow for the construction of an six (6) high perimeter barbed wire fence to serve as enhanced security and consistent with existing fences adjacent to the site.

- (b) Requirements for Variance. Variances may be granted when the person subject to a land development regulation demonstrates that the purpose of the land development regulation will be or has been achieved by other means, and when the application of the regulation would create substantial hardship or would violate principles of fairness. For the purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal or other type of hardship such as the following:

Not applicable.

- 1) "There exist special circumstances and conditions which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same land use district. Land use violations or nonconformities on neighboring properties shall not constitute grounds for approval of any proposed hardship relief."

The site is located in an area in which barbed wire fences are already present. While some of the fencing is located on unincorporated properties, the city cemetery also has barbed wire fencing and the site would be consistent with fencing already found in that area.

- 2) "The special conditions and circumstances do not result from actions of the applicant, nor could the conditions or circumstances be corrected or avoided by the applicant."

The applicant has indicated that past trespassing and other criminal acts prompted the installation of the six-foot barbed wire fence.

"Principles of fairness are violated when the literal application of a Land Development Regulation affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the same regulation."

Principles of fairness are not violated because the use is site-specific, but it is also found on other properties within the city.

"Financial loss, business competition, or purchase of property with intent to develop in violation of the restrictions of the Land Development Regulations shall not constitute grounds for approval."

Not applicable.

“The City Commission must also make the following findings in order to approve a Variance”:

- a. The granting of relief does not create unsafe conditions or other detriments to the public welfare beyond the normal effects of development otherwise allowed.”

The granting of relief would allow for greater on-site security for the site and create safer conditions that benefit both the business owner and the public welfare.

- b. “The granting of relief does not confer upon the applicant any special privilege that is denied by this Land Development Regulation to the lands, buildings, or structures in the same district”.

Granting relief would allow the applicant special privilege by providing the opportunity to build a six (6) foot barbed wire fence, while barbed wire fencing is generally prohibited outside of the General Industrial (GI) future land use. However, adjacent properties to the site in the City as well as unincorporated parcels have barbed wire fencing.

- c. “The granting of relief does not violate the general intent and purpose of this Land Development Regulation nor the policies of the Comprehensive Plan.”

“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 within the City and Eustis planning area consistent with its small-town community character and life style.”

Approval of this request should not impact the public health, safety, and welfare negatively. Barbed wire fencing is consistent with the fencing on other adjacent properties, including the city cemetery, which is to the west of the subject site.

- d. “The relief granted is the minimum degree of relief necessary to make possible the reasonable use of the land, building, or structure in compliance with all other applicable regulations.”

The requested setback variance is the minimum to allow for reasonable use of the property (construction of a new fence).

APPLICABLE POLICIES AND CODES:**Land Development Regulations:**

The posts or any portion of each fence which contacts the ground shall be of a material or chemical treatment that is ground contact resistant to decay, corrosion, and termite infestation. The posts, if wooden, must also be pressure treated for strength and endurance.

(b) Fences shall be permitted as follows/as depicted on the graphic:

- In a primary street setback, at a maximum height of 4-feet.
- In a secondary street setback, open fencing may be 6-feet high, but opaque fencing shall be limited to a height of 4-feet; 4-foot opaque fences in secondary street setbacks may be topped with additional 2-feet of open or lattice type fencing.
- In a rear or common yard setback, open fences may be 8-feet tall; 6-foot opaque fences may be topped with additional 2-feet of open or lattice type fencing.
- Fences located in landscape buffers along public streets associated with nonresidential or complex building types in suburban design districts are subject to limitations in chapter 115.
- Fences installed for the sole purpose of screening of trash can storage areas, mechanical equipment, or utilities shall be exempt from permitting, provided such fence is clearly not within a required setback and does not exceed maximum height. If necessary to screen existing utilities, the development services director may approve fencing exceeding maximum height in setbacks.





4-foot solid fence or 4-foot open fence

6-foot solid fence

6-foot solid fence topped with 2-foot lattice

- (c) In areas where the property faces two roadways, or is located in any other area construed to be a corner lot, no fence exceeding four feet high shall be located in the vision triangle, specified in chapter 115, and identified as clear sight zone.
- (d) The smooth side of fence shall face a right-of-way or private road, except split rail.
- (e) A fence constructed for protection and safety from hazard by another public agency may not be subject to the aforementioned height limitations. Approval to exceed the minimum height standards may be given by the director of development services upon receipt of satisfactory evidence of the need to exceed height standards.
- (f) No fence or hedge shall be constructed or installed in such a manner as to interfere with drainage on the site.
- (g) Should the fence encroach on any public easement, the owner shall assume all expense of any necessary removal (either temporary or permanent) or relocation.
- (h) Barbed wire shall be permitted in association with fences as follows:
 - (1) In association with bona-fide agricultural uses;
 - (2) In conservation (CON) land use districts;
 - (3) In general industrial (GI) land use districts atop fences 6 feet or taller;
 - (4) On properties where an industrial building lot or industrial complex lot typology has been approved via development plan, site plan, or preliminary subdivision plat atop fences 6 feet or taller;

- (5) On properties containing water/wastewater treatment plants or electric substations atop fences 6 feet or taller;
- (6) On properties with barbed wire fencing installed prior to December 15, 2016, which, upon administrative verification by development services, shall be deemed legally non-conforming and shall be permitted to be repaired or replaced as needed.

Recommended Action:

The request for setback relief meets Land Development Regulation's requirements for a Variance or the required findings for Variance approval, so staff recommends approval.

Policy Implications:

None.

Alternatives:

1. Adopt Resolution Number 2026-24
2. Deny Resolution Number 2026-24

Budget/Staff Impact:

Not Applicable

Prepared By:

Kyle Wilkes, AICP, Senior Planner

Reviewed By:

Jeff Richardson, AICP, Deputy Director of Development Services

Mike Lane, AICP, Development Services Director

Miranda Burrowes, Deputy City Manager

RESOLUTION NUMBER 2026-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; GRANTING APPROVAL FOR A VARIANCE TO THE CITY OF EUSTIS LAND DEVELOPMENT REGULATIONS SECTION 110-5.7 TO ALLOW A SIX-FOOT BARBED WIRE FENCE AT 2044 E ORANGE AVENUE, ALTERNATE KEY 1792941.

WHEREAS, Andrew Patten, on behalf of the owners Florida Binsness, LLC, has applied for a variance to the City of Eustis Land Development Regulations Section 110-5.7 to permit a six-foot barbed wire fence at 2044 E Orange Avenue, more particularly described as:

Property AK 1792941; Parcel Number 12-19-26-3601-000-00000

EUSTIS, MARSHELL'S REPLAT FROM NE COR OF LOT 1 BLK 2 ERWIN'S SUB RUN N 89-42-40 E PARALLEL WITH CENTER LINE OF ORANGE AVE 185.45 FT FOR POB, RUN N 89-42-40 E 112.14 FT, S 0-13-20 E 140 FT, S 89-42-40 W 112 FT, N TO POB PB 17 PG 14 ORB 6288 PG 2491

WHEREAS, the property described above has a Future Land Use Designation of Mixed Commercial Residential and a Design District Designation of Suburban Corridor; and

WHEREAS, Land Development Regulations Section 110.5.7, Fences, permits a maximum fence four feet in the front yard setback and prohibits barbed wire in Mixed Commercial Residential; and

WHEREAS, the applicant has provided information to demonstrate hardship pursuant to Land Development Regulations Section 102-31.1; and

WHEREAS, the request for a Variance has been properly noticed for a Quasi-Judicial Hearing before the Eustis City Commission, and the City Commission has found that the presented evidence demonstrates the following:

1. There exist special circumstances and conditions which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same land use district.
2. The special conditions and circumstances do not result from actions of the applicant, nor could the conditions or circumstances be corrected or avoided by the applicant.
3. That literal application of the provisions of the Land Development Regulations would violate the principles of fairness and deprive the applicant of rights commonly enjoyed by other properties in the same land use category.

- 4. That the granting of relief will not create unsafe conditions or other detriments to the public welfare beyond the normal effects of development otherwise allowed.
- 5. That the granting of relief will not confer upon the applicant any special privilege that is denied by the Land Development Regulations to the lands, buildings, or structures in the same district.
- 6. That the granting of relief will not violate the general intent and purpose of this Land Development Regulation nor the policies of the Comprehensive Plan.
- 7. That the relief granted is the minimum degree of relief necessary to make possible the reasonable use of the land, building or structure in compliance with all other applicable regulations.

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

Section 1: Section 110-5.7 to allow a six-foot barbed wire fence at 2044 E Orange Avenue, as shown in Exhibit A, property more particularly described as:

Property AK 1792941; Parcel Number 12-19-26-3601-000-00000

EUSTIS, MARSHELL'S REPLAT FROM NE COR OF LOT 1 BLK 2 ERWIN'S SUB RUN N 89-42-40 E PARALLEL WITH CENTER LINE OF ORANGE AVE 185.45 FT FOR POB, RUN N 89-42-40 E 112.14 FT, S 0-13-20 E 140 FT, S 89-42-40 W 112 FT, N TO POB PB 17 PG 14 ORB 6288 PG 2491

Section 2: That approval of this variance runs with the land as it applies to the accessory structure (six-foot barbed wire fence) only.

Section 3: That this resolution shall become effective immediately upon passing.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 5th day of March 2026 by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

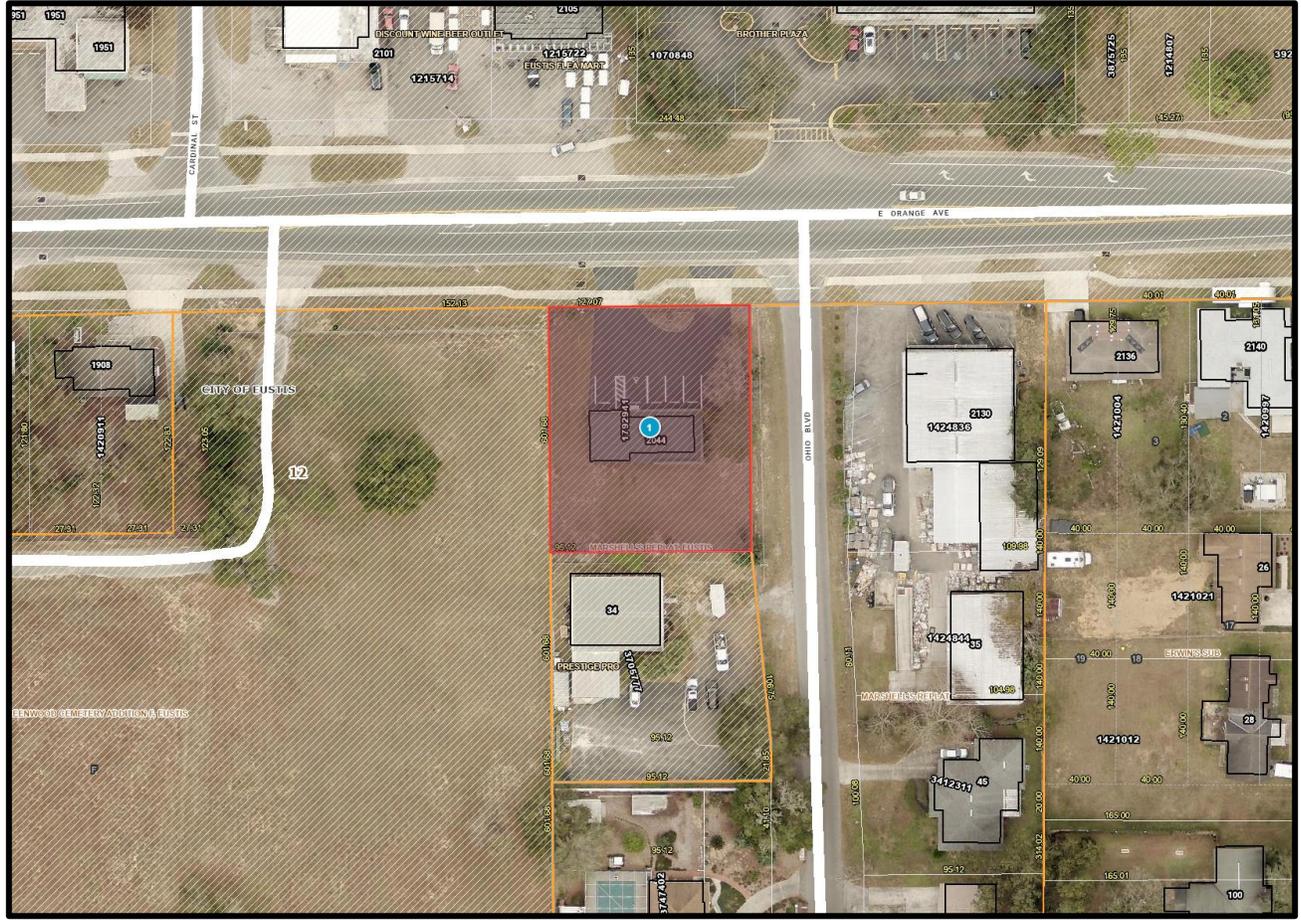
Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-24 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





City of Eustis

Code Enforcement Department

Item 6.1

P.O. Drawer 68

Eustis, Florida 32727-0068

(352) 483-5464

January 21, 2026

Case #25-01078

Florida Binsness LLC
33536 E. Lake Joanna Drive
Eustis, FL 32736

Certified Mail #9589 0710 5270 1606 7796 25
POSTED OR HAND DELIVERED ON JAN. 21, 2026

RE: Notice of Violation/Hearing for property located at:

2044 E. ORANGE AVENUE, EUSTIS, FL

Alternate Key #1792941

Parcel No. 12-19-26-3601-000-00000

Legal Description: EUSTIS, MARSHELL'S REPLAT FROM NE COR OF LOT 1 BLK 2 ERWIN'S SUB RUN N 89-42-40 E PARALLEL WITH CENTER LINE OF ORANGE AVE 185.45 FT FOR POB, RUN N 89-42-40 E 112.14 FT, S 0-13-20 E 140 FT, S 89-42-40 W 112 FT, N TO POB PB 17 PG 14 ORB 6288 PG 2491

Attention:

YOU ARE HEREBY NOTIFIED that the property identified above is in violation of the following City code(s). You are directed to take immediate action to correct the violation(s) by the Compliance Date listed in this Notice.

Section 102-9 Development approval required: Development approval must be obtained prior to the development of land within the jurisdictional limits of the city, excepting single-family and two-family projects, in accordance with and pursuant to one or more of the following approval processes:

(1) Appeals, (2) Annexation; (3) Comprehensive plan amendment, (4) Design district amendment; (5) Administrative site plan; (6) Development plan; (7) Site plan and preliminary plat; (8) Final engineering plans/construction plan; (9) Site development permit; (10) Modifications to approved PUD overlay, development plan, final engineering and construction plan, site plan/preliminary plat, final plat; (11) Extension of time; (12) Final plat; (13) Minor replat, lot split, lot line deviation (14) Gated communities; (15) PUD overlay; (16) Conditional use or conditional use modification; (17) Variance (major or minor); (18) Vacation

Section 100-1 Definitions:

Development. Any building activity or other activity that makes any material change in the use of the land or any structures situated upon the land, or the dividing of land into two or more parcels.

(1) Development for the purposes of this land development regulation shall include, but is not limited to, the following activities and uses:

a. A reconstruction or alteration of the size of a structure on land.

b. A change in the intensity of use of land, such as an increase in the number of dwelling units in

a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land.

c. Alteration of a shore or bank of a river, stream, lake, pond, or canal, and alteration of topography which affects the flow of surface water or ground water.

d. Commencement of drilling, except to obtain soil samples, or excavation on a parcel of land.

e. Demolition of a structure.

f. Clearing of land as an adjunct of construction.

g. Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

Development Activity. Any activity, excluding normal day-to-day maintenance, which alters the natural state or topography of the land. These activities include, but are not limited to, clearing, grubbing; clear cutting, strip clearing, grading, construction, installation, removal or demolition of a structure, unless for an agricultural use.

Violation: *Fenced outdoor storage area constructed on property. This development is a material change in the use of the land and requires a development approval.*

Corrective Actions Required:

- 1) Submit a development application to Development Services in accordance with Sec. 102.11; or
- 2) Remove the fencing that created the outdoor storage area.

Section 110-5.7(h) Fences: (h) Barbed wire shall be permitted in association with fences as follows:

1. In association with bona-fide agricultural uses;
2. In Conservation (CON) land use districts;
3. In General Industrial (GI) land use districts atop fences 6-feet or taller;
4. On properties where an Industrial Building Lot or Industrial Complex lot typology has been approved via Development Plan, Site Plan, or Preliminary Subdivision Plat atop fences 6-feet or taller;
5. On properties containing water/wastewater treatment plants or electric substations atop fences 6-feet or taller;
6. On properties with barbed wire fencing installed prior to December 15, 2016, which, upon administrative verification by Development Services, shall be deemed legally non-conforming and shall be permitted to be repaired or replaced as needed.

Violation: *Use of barbed wire on top of the chainlink fenced that was installed to create the outdoor storage area.*

Corrective Actions Required: Remove the barbed wire from the chainlink fence.

Section 82-92 Private driveways aprons connected with paved streets to be hard surfaced:

- (a) As of February 15, 2001, it shall be unlawful for any person to use, or cause to be used, any portion of the public right-of-way to access private property unless a permitted driveway apron of

concrete or other hard surface material, is constructed in accordance with the City of Eustis Engineering & Design Standards. However, occasional use of the public right-of-way to access private property without an improved driveway apron; if such use intensifies to the extent that the public right-of-way is damaged, a permitted driveway apron will be required, or the use abandoned and the affected area restored in accordance with Section 82-130 of this Code.

(b) Properties with new access or use initiated no earlier than February 15, 2001, are ordered and required to pave driveway aprons with concrete or other hard surface material in accordance with the City of Eustis Engineering & Design Standards, within the allotted time after being served with a written notice requiring and ordering such construction, which notice shall be ordered served via established code enforcement procedure. If the owner fails or refuses to construct or hard surface the private driveway apron, the city shall cause the driveway apron to be so constructed, paying the expense, which expense shall be a lien upon the real estate abutting upon or adjoining the improvement or private driveway and paved street, and shall be enforced in the same manner as other liens.

Violation: *A portion of the Ohio Boulevard public right-of-way is being used to access the newly constructed fenced outdoor storage area without the installation of an approved driveway apron constructed of concrete or another hard-surface material acceptable to the City Engineer.*

Corrective Actions Required: If development approval is granted for the fenced outdoor storage area, obtain a permit from the Eustis Building Department and install an approved driveway apron between the paved portion of the right-of-way and the property line in accordance with City standards.

Notice: Failure to comply by **March 2, 2026** will result in the case going before the Eustis Code Enforcement Board or Special Magistrate on **Monday, March 9, 2026 at 3:00 P.M. in the City Commission Chambers located in City Hall at 10 N. Grove Street.** At the Hearing, the Board or Special Magistrate will order compliance by a specified date and may impose a fine not to exceed \$250 per day for every day the property is in violation past the date specified for compliance.

If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the Code Enforcement Board or Special Magistrate even if the violation has been corrected prior to the Board Hearing.

It is the responsibility of the property owner or violator to notify the Code Inspector when the property is ready for re-inspection. To request a re-inspection, or if you have any questions regarding the requirements to bring the property into compliance, please call (352) 483-5464 or email codeenforcement@ci.eustis.fl.us.

Sincerely,



Eric Martin
Code Enforcement Supervisor

cc: File

Subject Property and Adjacent Properties with Barbed Wire Fencing



Subject Property



City Cemetery



2130 E Orange Avenue (Triangle Terrazzo & Tile)



34 Ohio Blvd (Prestige Pro Lawn Services)



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: March 5, 2026

RE: Resolution Number 2026-27: Interim City Manager's Employment Agreement

Introduction:

The purpose of this report is to present information regarding a proposed Interim City Manager employment agreement between Rick Gierok and the City of Eustis.

Background:

On February 19, 2026, the City Commission discussed offering the position of Interim City Manager to Mr. Rick Gierok and directed City Attorney Sasha Garcia, city staff, and the Human Resources Director Karen Crouch to negotiate an employment agreement.

The attached employment agreement presented to the City Commission for approval is consistent with Florida Statutes and the City Charter provisions. Compensation includes a temporary Interim Executive Leadership Stipend as well as Mr. Gierok's current salary to result in total annualized compensation equal to \$220,437.21 and the use of a city vehicle and a city-provided cell phone. Other provisions include the following:

1. **Transitional Period:** From March 5, 2026, through April 3, 2026, Employee shall serve in a transitional executive capacity to facilitate continuity of operations and coordination of municipal affairs. During this transitional period, nothing herein shall be construed to remove, replace, or otherwise impair the authority or contractual rights of the outgoing City Manager.
2. **Full Charter Authority Effective April 4, 2026:** Effective April 4, 2026, upon the resignation of the outgoing City Manager, Employee shall possess and exercise all powers, duties, and authority of the City Manager. Interim status shall not limit or restrict such authority.
3. **Return to Director Position and Limited Post-Return Protection:** Employee is guaranteed the right to return to the position of Director of Engineering & Capital Improvements upon conclusion of the interim assignment, or to a substantially similar executive-level position if the Director position has been lawfully reorganized.

Upon such return:

A. For a period equal to the lesser of:

- Twelve (12) months following the effective date of return; or
- The number of months remaining until the Employee first becomes eligible for normal retirement based upon years of service under the City's applicable retirement plan, the Employee shall not be terminated from City employment except for Cause.

B. During this limited protection period, termination shall require the affirmative vote of a majority of the City Commission at a duly noticed public meeting.

C. This provision shall not prohibit:

- Lawful elimination of the position pursuant to bona fide budgetary action;
- Departmental reorganization applied on a nondiscriminatory basis;
- Reduction-in-force affecting similarly situated employees.

D. This provision does not create tenure or a permanent property interest in employment.

For purposes of this Agreement, "Cause" shall mean:

- Conviction of a felony or crime involving moral turpitude;
- Fraud, misappropriation, or theft of City funds;
- Material violation of Chapter 112, Florida Statutes;
- Willful misconduct or gross negligence;
- Repeated and documented insubordination;
- Material breach of this Agreement.

If termination occurs without Cause during the protected period, Employee's sole remedy shall be payment of base salary for the remainder of the protected period, not to exceed the lesser-of calculation above.

Upon return, the Interim Executive Leadership Stipend shall automatically cease.

Recommended Action:

Based on recent City Commission input, staff recommends approval of the agreement.

Policy Implications:

N/A

Alternatives:

1. Approve Resolution Number 2026-27
2. Deny Resolution Number 2026-27 and provide further direction to staff

Budget/Staff Impact:

Funds are available in the current budget to cover the salary of the Interim City Manager.

Business Impact Estimate:

N/A

Prepared By:

Karen Crouch, Human Resources Director

Reviewed By:

Miranda Burrowes, Deputy City Manager

RESOLUTION NUMBER 2026-27

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF EUSTIS AND RICK GIEROK, AS SET FORTH IN EXHIBIT "A".

WHEREAS, the City Charter provides for the City Commission to appoint the Interim City Manager; and

WHEREAS, Rick Gierok has accepted the position as Interim City Manager under the terms of the Employment Agreement in Exhibit "A"; and

WHEREAS, Rick Gierok meets all of the Interim City Manager qualifications; 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 Interim City Manager Employment Agreement set forth in Exhibit "A" between the City of Eustis and Rick Gierok, effective March 5, 2026.

DONE AND RESOLVED, this 5th day of March 2026, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 5th day of March 2026, by Emily A. Lee, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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 2026-27 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

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT for Interim City Manager Employment Agreement ("Agreement"), by and between The City of Eustis, a municipal corporation, ("Employer"), and Rick Gierok, ("Employee"), shall become effective upon approval by majority vote of the City Commission at its duly noticed public meeting on March 5, 2026, and execution by the parties. The parties understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Rick Gierok as Interim City Manager of the City of Eustis, as provided by the Charter of the City of Eustis; and

WHEREAS, Employee is currently employed as the City's Director of Engineering & Capital Improvements; and

WHEREAS, the City will be conducting a recruitment to fill the City Manager vacancy, and in the meantime, City is interested in employing Employee on an interim basis, as the Interim City Manager, and Employee is willing to accept and perform that interim appointment; and

WHEREAS, for the duration of this Agreement, Employee will fill both the role of Director of Engineering & Capital Improvements and Interim City Manager. On an as needed basis, Employee shall assign duties to other employees as necessary; and

WHEREAS, following completion of the interim assignment, Employee shall return to the position of Director of Engineering & Capital Improvements; and

WHEREAS, the City Commission desires to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, the City Commission desires to (1) secure and retain the services of Employee and to provide inducement for him to remain in employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as Interim City Manager of the City of Eustis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Appointment; Transitional Authority; Duties and Authority

City agrees to appoint Employee as Interim City Manager, effective upon approval by majority vote of the City Commission at its duly noticed public meeting on March 5, 2026.

A. Transitional Period (March 5–April 3, 2026).

The current City Manager has provided notice that his last day physically in the office shall be March 13, 2026, with a formal resignation effective April 3, 2026. From March 5, 2026, through April 3, 2026, Employee shall serve in a transitional executive capacity to facilitate continuity of operations and coordination of municipal affairs. During this transitional period, nothing herein shall be construed to remove, replace, or otherwise impair the authority or contractual rights of the outgoing City Manager.

B. Full Charter Authority Effective April 3, 2026.

Effective April 3, 2026, upon the resignation of the outgoing City Manager, Employee shall possess and exercise all powers, duties, and authority of the City Manager as provided in the City Charter, Chapter 2 of the Code of Ordinances, applicable Florida law, and lawful direction of the City Commission. Interim status shall not limit or restrict such authority.

C. Continued Director Duties.

During the interim assignment, Employee may continue oversight of the Engineering & Capital Improvements Department as operationally necessary or may delegate such duties consistent with the Charter and Personnel Rules. Such transitional oversight shall not constitute a material change in position.

Employee serves at the pleasure of the City Commission consistent with the Charter.

Section 2. Compensation

A. Base Salary.

Employee shall continue to receive his established base salary as Director of Engineering & Capital Improvements pursuant to the City's Personnel Rules and applicable budget appropriations.

B. Interim Executive Leadership Stipend.

While actively serving in the capacity of Interim City Manager, Employee shall receive a temporary Interim Executive Leadership Stipend in an amount sufficient to result in total annualized compensation equal to \$220,437.21.

The stipend:

1. Shall be prorated and paid in the same manner as other employee compensation;
2. Shall be payable only during the period Employee is actively serving as Interim City Manager;
3. Shall automatically terminate upon the earliest of:
 - o Appointment of a permanent City Manager;
 - o Removal by the City Commission;
 - o Voluntary relinquishment of the interim assignment; or
 - o Execution of a permanent City Manager Employment Agreement;
4. Shall not increase Employee's base salary;
5. Shall not create a property interest or expectancy in continued compensation;
6. Shall not constitute severance or extra compensation prohibited by §215.425, Florida Statutes.

C. Benefits.

Employee shall continue to receive benefits consistent with those provided to executive-level non-bargaining employees under the City's Personnel Rules and benefit plans, as amended from time to time and more specifically described below.

All compensation is subject to lawful budget appropriation.

Vacation Leave: Employee shall continue to accrue and use Vacation Leave in accordance with City policies applicable to all other non-bargaining employees, as amended from time to time. Employee's existing accrued and unused vacation leave balance shall remain available for use during the Term.

Sick Leave: Employee shall continue to accrue and use Sick Leave in accordance with City policies applicable to all other non-bargaining employees, as amended from time to time. Employee's existing accrued and unused Sick Leave balance shall remain available for use during the Term.

Insurance: Employee, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the City's Dental Insurance Program, Health Insurance Program, Vision Care Program, and other insurance benefits that may be offered in the same manner and under the same provisions and benefits as other City employees, as the same exists or may be amended from time to time by the City.

Retirement/Pension: Employee is presently a member of City's 401a Plan and 457 Deferred Compensation Plan and shall remain in the Plan during the Term.

Executive/Director Administrative Leave: Employee shall continue to receive and be eligible to use Administrative Leave in accordance with the City's Executive/Director Administrative Leave policy, as amended from time to time. Employee's existing unused Administrative Leave balance shall remain available for use during the Term in accordance with the policy.

Vehicle and Cellular Telephone: Employee shall continue to retain the use of the previously issued City vehicle and cellular telephone and related service. Employee shall be solely responsible for tax consequences, if any, as required by the Internal Revenue Service.

Additional Benefits: To the extent any Benefit is not specifically listed herein to which Employee is presently eligible, Employee shall remain eligible for such Benefit(s). Any further and additional benefits which are provided to other City employees now or in the future shall be provided to the Employee.

Section 3. Terms

Employee shall serve as Interim City Manager beginning March 5, 2026, with full Charter authority commencing April 3, 2026, and continuing until the appointment of a permanent City Manager or earlier removal by the City Commission pursuant to the Charter.

This Agreement does not create a fixed term of employment or property interest in the position of Interim City Manager.

Section 4. Termination

A. Termination by City. Employee understands and agrees that, in this interim assignment, Employee works at the will and pleasure of the City Commission, and that Employee may be removed from the Interim City Manager position at any time, with or without cause, consistent with the removal procedures set forth in the City Charter. Upon any such removal, or at the completion of the assignment, Employee will resume the position of Director of Engineering & Capital Improvements.

B. Termination of Interim Assignment by Employee. Employee may voluntarily terminate this interim assignment at any time by giving not less than thirty (30) days' notice. Upon receipt by the City of Employee's notice to voluntarily terminate pursuant to this provision, the City shall return Employee to the Director of Engineering & Capital Improvements position at any date within that 30-day notice period. Employee will be paid for the Interim assignment for the days it was performed, with the Director of Engineering & Capital Improvements salary resuming upon the effective date of return to that position.

C. Termination of Employment by Employee. Employee may voluntarily terminate employment with the City at any time by giving not less than thirty (30) days' notice. Upon receipt of voluntary termination, the City may, at its option, relieve Employee of duty effective any date prior to the end of such period, provided that the City pays Employee all salary that would have been earned by the Employee through the balance of the notice period.

D. Return to Director Position and Limited Post-Return Protection

Employee is guaranteed the right to return to the position of Director of Engineering & Capital Improvements upon conclusion of the interim assignment, or to a substantially similar executive-level position if the Director position has been lawfully reorganized.

Upon such return:

1. For a period equal to the lesser of:
 - o Twelve (12) months following the effective date of return; or
 - o The number of months remaining until Employee first becomes eligible for normal retirement based upon years of service under the City's applicable retirement plan, Employee shall not be terminated from City employment except for Cause.
2. During this limited protection period, termination shall require affirmative vote of a majority of the City Commission at a duly noticed public meeting.
3. This provision shall not prohibit:
 - o Lawful elimination of the position pursuant to bona fide budgetary action;
 - o Departmental reorganization applied on a nondiscriminatory basis;
 - o Reduction-in-force affecting similarly situated employees.
4. This provision does not create tenure or a permanent property interest in employment.

For purposes of this Agreement, "Cause" shall mean:

- Conviction of a felony or crime involving moral turpitude;
- Fraud, misappropriation, or theft of City funds;
- Material violation of Chapter 112, Florida Statutes;

- Willful misconduct or gross negligence;
- Repeated and documented insubordination;
- Material breach of this Agreement.

If termination occurs without Cause during the protected period, Employee's sole remedy shall be payment of base salary for the remainder of the protected period, not to exceed the lesser-of calculation above.

Upon return, the Interim Executive Leadership Stipend shall automatically cease.

Section 5. Performance Evaluation

Due to the temporary nature of this appointment, Employee as Interim City Manager shall not be subject to a formal evaluation of his performance in that position.

Section 6. Eligibility for Permanent Appointment

Employee shall be eligible to apply and compete for appointment as permanent City Manager. Eligibility:

1. Does not create an entitlement to appointment;
2. Does not confer preference;
3. Does not restrict the City Commission's sole discretion to appoint;
4. Shall not be construed as creating a conflict of interest solely by virtue of interim service.

Employee agrees to conduct himself in a professional and impartial manner during the recruitment process and shall not misuse official authority to improperly influence candidate selection.

Section 7. Indemnification and Liability

To the extent permitted by Florida law, the City shall defend Employee pursuant to §111.07, Florida Statutes, for actions taken within the scope of employment. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or limits of liability under §768.28, Florida Statutes.

Section 8. Ethics; Public Records; Sunshine Compliance

Employee shall comply with Chapter 112, Florida Statutes; Chapter 119, Florida Statutes; Chapter 286, Florida Statutes; the City Charter; and all applicable ordinances and policies. All documents and communications made or received in connection with employment are public records unless exempt by law.

Section 9. Supersession

If Employee is appointed permanent City Manager and executes a City Manager Employment Agreement approved by the City Commission, this Interim Agreement shall automatically terminate upon the effective date of such agreement.

Section 10. General Provisions

The text herein shall constitute the entire Agreement between the parties. The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee except as provided in any benefit plans upon occurrence of a qualifying event.

This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Failure of the City to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the City and applicable laws of the State of Florida, the City Charter and City ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.

This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Lake County, Florida, exclusively, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. EMPLOYEE expressly consents to the personal jurisdiction of the courts of Lake County, Florida.

THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT.

All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: City of Eustis
10 N Grove St
Eustis, FL 32727
ATTN: Mayor,
City Attorney

TO: Rick Gierok
address on record in
Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

IN WITNESS WHEREOF, the CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA has caused this Agreement to be signed and executed on its behalf by the Mayor, duly attested by the City Clerk, signed by Employee and witnessed by the Human Resources Director.

CITY OF EUSTIS, FLORIDA

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

I affirm on _____, 2026, the City Commission approved and ratified this Agreement.

Christine Halloran, City Clerk

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.

Sasha Garcia, City Attorney

Date

Employee Signature and Human Resources Director Witness Confirmation

Rick Gierok, Employee

Date

Witnessed by:

Karen Crouch, HR Director

Date



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: March 5, 2026

RE: Resolution Number 2026-30: Approval of Purchase and Sale Agreement for Acquisition of Property Located at 21 North Grove Street

Summary

On February 19, 2026, the City Commission discussed possible real estate acquisitions. One property that was discussed as an option for additional City office space was 21 North Grove Street. Resolution 2026-30 approves a Purchase and Sale Agreement with Warren Properties Holdings, LLC for 21 North Grove Street.

Background

The subject property consists of a former bank building, associated drive-thru, and accessory parking located within the City's downtown core. The parcel is identified by the Lake County Property Appraiser as:

- **11-19-26-0100-053-00100**

The City has been evaluating opportunities for additional City office space. Staff entered into negotiations with Warren Properties Holdings, LLC to secure the property at a commercially reasonable price while ensuring compliance with statutory requirements and municipal protections.

Negotiated Terms

The key provisions of the Agreement include:

- Purchase Price: \$1,400,000.00
- Deposit: \$70,000.00 (refundable during due diligence)
- Inspection/Due Diligence Period: 45 days, with one 30-day extension by mutual approval
- Closing: Within 90 days of the Effective Date
- City Termination Right: City may terminate the Agreement in its sole discretion during the Inspection Period
- Closing Agent: Clayton H. Blanchard, Jr., P.A., with release of City funds subject to written authorization from the City Attorney
- No waiver of sovereign immunity; full Public Records and Sunshine Law compliance

- Title and survey approval fully at the City's discretion

Statutory Requirements

This acquisition is governed by:

- Section 166.021, Fla. Stat. – Municipal home rule authority
- Section 166.045, Fla. Stat. – Appraisal and confidentiality requirements for municipal acquisitions
- Section 768.28, Fla. Stat. – Sovereign immunity limitations
- Chapter 119 & Chapter 286, Fla. Stat. – Public Records and Sunshine Law obligations

The Agreement is expressly contingent upon City Commission approval and lawful appropriation of funds. Appraisals obtained by the City will remain exempt from public disclosure until the acquisition is completed or abandoned, consistent with Section 166.045, Fla. Stat.

The Agreement does not obligate the City to proceed unless all contingencies, including appraisal acceptance, are satisfied.

Legal/Policy Analysis

The City Attorney has reviewed the Agreement and confirmed:

- No waiver of sovereign immunity
- The City retains sole-discretion termination rights during due diligence
- Title, survey, and environmental contingencies fully protect the City
- All obligations are conditioned on Commission approval and lawful appropriation
- Closing agent is acceptable with City Attorney control of fund disbursement

The Agreement imposes no undue obligations and reflects standard municipal acquisition protections.

Fiscal Impact

The negotiated purchase price is \$1,400,000.00. Funds will be drawn exclusively from the Building Department Fund. Future renovation and redevelopment activities could be funded by the Building Department Fund, Sales Tax Fund, and CRA Fund (or other lawful funds as appropriated by the City Commission). Due diligence and appraisal costs will be absorbed within existing allocations.

Recommendation

Based on space needs, staff recommends City Commission adopt Resolution Number 2026-30 approving the Purchase and Sale Agreement with Warren Properties Holdings, LLC. and authorizing the Mayor and City Clerk to execute the Agreement and related documents, subject to form and legality approval by the City Attorney.

Business Impact Estimate

Not applicable.

Attachments

Resolution Number 2026-30

Purchase and Sale Agreement with Exhibits A – E

Prepared By

Tom Carrino, City Manager

Reviewed By:

Rick Gierok, Engineering and CIP Director

Miranda Burrowes, Deputy City Manager

RESOLUTION NUMBER 2026-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 21 NORTH GROVE STREET; FINDING A VALID PUBLIC PURPOSE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis desires to acquire certain real property located in downtown Eustis for municipal and public-purpose use; and

WHEREAS, the acquisition is consistent with the City's Charter, the Land Development Regulations, and the City's home rule authority under Section 166.021, Florida Statutes; and

WHEREAS, the City Commission finds that the acquisition of the Property serves a valid public purpose, including redevelopment, economic development, and municipal operations; and

WHEREAS, Section 166.045, Florida Statutes, requires municipalities to obtain appraisals in connection with acquisition of real property and provides that such appraisals remain exempt from public disclosure until closing or formal abandonment of the transaction; and

WHEREAS, the City has negotiated a Purchase and Sale Agreement ("Agreement") with Warren Properties Holdings, LLC for the acquisition of the property at a purchase price of \$1,400,000.00; and

WHEREAS, the City Commission finds that the acquisition of the property serves a valid public purpose, including redevelopment, economic development, municipal operations, and long-term downtown revitalization; and

WHEREAS, the City Commission deems it in the best interest of the City to approve and authorize execution of the Agreement.

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

Section 1. The Purchase and Sale Agreement attached hereto as Exhibit 1 is hereby approved.

Section 2. The Mayor and City Clerk are authorized to execute the Agreement and any documents necessary to complete the transaction, subject to approval as to form and legality by the City Attorney.

Section 3. City staff is directed to obtain two (2) MAI appraisals and to complete all required due diligence during the Inspection Period.

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

PASSED AND ADOPTED in Regular Session of the City Commission of the City of Eustis, Florida, this 5th day of March 2026.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 5th day of March 2026, by means of physical presence, by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-30 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

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (the “Agreement”) is made and entered into by and between **WARREN PROPERTIES HOLDINGS, LLC**, a Florida Limited Liability Company, (“Seller”), and the **CITY OF EUSTIS**, a Florida municipal corporation, (referred to as the “City” or “Buyer”).

ARTICLE I. RECITALS

WHEREAS, Seller is the owner of certain real property located in Lake County, Florida, more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, the City desires to acquire the Property for a valid public purpose consistent with its Charter, Code of Ordinances, Land Development Regulations, and the laws of the State of Florida; and

WHEREAS, this acquisition is undertaken pursuant to the City’s home rule powers (§166.021, Fla. Stat.) and appraisal requirements (§166.045, Fla. Stat.; Eustis Code §2-401 et seq.); and

WHEREAS, pursuant to §166.045, Fla. Stat., appraisals obtained by the City shall remain exempt from public disclosure until completion of the acquisition; and

WHEREAS, this Agreement shall not be binding unless and until approved by resolution of the City Commission of Eustis at a duly noticed public meeting; and

WHEREAS, this Agreement constitutes an offer by the City and shall be deemed withdrawn unless fully executed by both parties, approved by the City Commission at its duly noticed public meeting scheduled for March 5, 2026. Counterparts shall be delivered to all parties, by hand delivery, overnight courier, or email with written acknowledgment of receipt from the receiving party; and any counteroffer must be accepted within **three (3) business days** of delivery, unless otherwise agreed in writing.

The foregoing Recitals are true and correct and are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE II. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- a. “Effective Date” means the date on which this Agreement is approved by Resolution of the City Commission at a duly noticed public meeting pursuant to Chapter 286, Florida Statutes, and thereafter fully executed.

- b. “Closing” means the consummation of the transaction contemplated herein, at which Seller conveys title to the City and the City pays the Purchase Price.
- c. “Closing Agent” means Clayton H. Blanchard, Jr., P.A., whose address is 35 E. Pinehurst Blvd., Eustis, Florida 32726; (352) 589-1919, Butch@CHBlegal.com.
- d. “Resolution” means the formal resolution of the City Commission authorizing this Agreement and appropriation of funds.
- e. “Appraisal” means a written valuation prepared by an MAI-certified appraiser meeting USPAP standards.
- f. “Inspection Period” means the due diligence period provided in Article V.
- g. “Municipal Lien Search” means a search of applicable municipal records identifying open permits, code enforcement actions, unpaid assessments, and utility balances.
- h. “Permitted Exceptions” means those title matters approved or deemed approved by the City pursuant to Article V.

ARTICLE III. CONDITIONS PRECEDENT

3.1 Commission Approval. This Agreement is contingent upon approval by the City Commission of Eustis at a duly noticed public meeting. This Agreement shall not be binding upon the City until such approval is obtained.

3.2 Statutory Appraisals. The City shall obtain and administratively accept at least two MAI appraisals of the Property in accordance with §166.045, Fla. Stat. and further described in Article IV.

3.3 Appropriation. This Agreement is subject to lawful appropriation of funds for this acquisition. The City shall have no liability in the absence of such appropriation.

3.4 Title and Survey. The City’s obligation to close is conditioned upon issuance, at closing, of an owner’s title policy insuring fee simple title, subject only to Permitted Exceptions, and receipt of a current ALTA/NSPS survey acceptable to the City. In the event the Seller does not provide a survey the City finds acceptable, the City, at its own expense, may obtain a new survey.

3.5 Due Diligence. Completion to the City’s satisfaction of all due diligence described in Article V.

ARTICLE IV. APPRAISALS, PURCHASE AND SALE

4.1 Agreement. Seller agrees to sell and convey to the City, and the City agrees to purchase from Seller, the Property upon the terms and conditions set forth herein.

4.2 Appraisals and Confidentiality. During the Inspection Period described in Article V, the City shall obtain and administratively accept at least two (2) independent MAI-certified appraisals prepared in accordance with USPAP standards. The parties acknowledge that this Agreement is expressly contingent upon the City's completion and acceptance of such appraisals and all due-diligence investigations prior to Closing, and that the acquisition shall not be deemed complete until Closing has occurred.

To the extent permitted by law, and consistent with the interpretation of §166.045, Florida Statutes, by the Florida Attorney General, the appraisals obtained by the City shall remain exempt from public disclosure under Chapter 119, Florida Statutes, until the City either (a) completes the acquisition by Closing, or (b) formally abandons the transaction. Nothing herein shall be construed to limit any disclosure required by law once the acquisition is complete. For avoidance of doubt, this exemption shall apply only while this Agreement remains contingent and the acquisition has not been completed or abandoned, consistent with the interpretation of §166.045, Florida Statutes. For purposes of this Section, any determination to abandon the acquisition shall be made by formal action of the City Commission.

4.3 Appraisal Contingency and Public Interest Pricing. The City Commission's approval of this Agreement at a duly noticed public hearing shall constitute a determination that acquisition of the Property serves a valid public purpose and that the agreed base price of One Million Four Hundred Thousand Dollars (\$1,400,000.00) represents fair consideration for the Property.

If, during the City's due-diligence investigations (including title, survey, or environmental review), the City discovers material defects or conditions adversely affecting the Property's value or suitability for public purpose, the City may, in its sole discretion, require a reasonable downward adjustment of the Purchase Price or elect to terminate this Agreement and receive a full refund of the escrow deposit.

4.4 Purchase Price. Subject to Section 4.3 above, the Purchase Price shall be One Million Four Hundred Thousand Dollars (\$1,400,000.00), payable at Closing by wire transfer of immediately available funds, subject to prorations and adjustments as provided herein.

4.5 Deposit. Within ten (10) days after the Effective Date, the City shall deposit Seventy Thousand Dollars (\$70,000.00) (the "Deposit") with the Closing Agent to be held in an interest-bearing escrow account. The Deposit shall not exceed five percent (5%) of the Purchase Price.

(a) The Deposit shall be fully refundable to the City upon the occurrence of any of the following:

- i. failure of any condition precedent or contingency set forth in this Agreement, including without limitation those relating to Commission approval, appraisal, title, survey, or due diligence;
- ii. termination of this Agreement by the City pursuant to any express termination right herein; or
- iii. any default or breach of this Agreement by Seller.

(b) Upon written notice from the City that any of the events in subsection (a) has occurred, the Closing Agent shall promptly (and in no event later than five (5) business days thereafter) disburse the Deposit to the City without requirement of Seller consent.

(c) In the event of a Buyer breach of this Agreement following satisfaction of all contingencies, the Deposit shall constitute Seller's sole and exclusive remedy as liquidated damages, as more fully provided in Article IX.

(d) The Closing Agent shall hold and disburse the Deposit strictly in accordance with the terms of this Agreement and shall have no liability to either party except for willful misconduct or fraud.

ARTICLE V. TITLE & DUE DILIGENCE

5.1 Inspection Period. The City shall have forty-five (45) days from the Effective Date (the "Inspection Period") to conduct all due diligence and to satisfy the Conditions Precedent listed in Article III above. The Inspection Period may be extended by thirty (30) days upon written approval by Seller and the City Manager. The City may terminate this Agreement prior to the end of the Inspection Period by written notice if it determines in its sole discretion that the Property is unsuitable.

5.2 Environmental. Seller shall promptly deliver to the City any and all environmental reports in its possession, if any. At its sole expense, the City may conduct a Phase I ESA, and if recommended, a Phase II ESA. If contamination is discovered or environmental conditions are unsatisfactory to the City, the City may terminate this Agreement and receive a full refund of any deposit.

5.3 Title and Survey. Within ten (10) days after the Effective Date, Seller shall deliver to the City (a) a current commitment for an owner's title insurance policy issued by a Florida-licensed title insurer (the "Title Commitment"), together with copies of all recorded instruments referenced therein, and (b) a municipal lien and permit search. If available, Seller shall also provide any existing survey of the Property.

The City shall have ten (10) days after receipt of the Title Commitment and survey (or fifteen (15) days after the Effective Date, whichever is later) to deliver written notice to Seller specifying any exceptions, encumbrances, liens, or other matters that, in the City's reasonable judgment, render title to the Property unmarketable or uninsurable (the "Title Defects").

Seller shall have fifteen (15) days after receipt of the City's notice (the "Title Curative Period") to remove or cure the Title Defects to the City's satisfaction and provide written evidence of such cure.

If Seller fails to cure the Title Defects within the Title Curative Period, or if Seller notifies the City in writing that it elects not to cure, the City may, in its sole discretion, either:

- i. proceed to Closing and accept title subject to such Title Defects without adjustment to the Purchase Price; or

- ii. terminate this Agreement by written notice to Seller, whereupon the Closing Agent shall immediately refund the Deposit to the City, and thereafter neither party shall have further liability hereunder except as expressly stated to survive termination.

Seller shall not declare any defect “not feasible to cure” unless supported by a written opinion of Florida counsel or title insurer confirming that cure is impracticable on a commercially reasonable basis.

ARTICLE VI. CLOSING

6.1 Closing Date. Closing shall occur within ninety (90) days after the Effective Date, unless extended by mutual written agreement. If any deadline falls on a weekend or holiday, such deadline shall be extended to the next business day.

6.2 Escrow and Disbursement. Closing shall occur through the Closing Agent. Funds shall not be disbursed until the issuance of the owner’s policy insuring fee simple title, initiation of wire payments for satisfaction of all monetary liens, and delivery of all closing deliverables.

6.3 Deliveries by Seller. At Closing, Seller shall deliver: (a) a Special Warranty Deed; (b) affidavits as to liens and possession; (c) FIRPTA and W-9 affidavits, if any; (d) organizational resolutions and authority certificates; and (e) such other documents reasonably required by the City Attorney.

6.4 Deliveries by City. City shall deliver the Purchase Price and a certified copy of the authorizing Resolution.

6.5 Possession. Possession shall be delivered at Closing, free of occupants, with all keys, codes, plans, permits, warranties, and records, if any, in Seller’s possession.

6.6 Costs and Prorations. At Closing, the City shall pay to Seller the total Purchase Price for the Property, less prorations and adjustments as provided in this Agreement. All applicable insurance premiums, interest, advance rents (if any), and other expenses of the Property shall be prorated as of 11:59 p.m. on the day prior to the Closing Date. Ad valorem real property taxes shall be prorated based upon the current year’s taxes, if known, or, if not yet fixed, upon the prior year’s millage and assessment, with final adjustment when actual taxes are determined. This covenant shall survive Closing only for the limited purpose of completing post-Closing ad valorem tax adjustments.

A. Seller shall pay for:

- i. the documentary stamp tax on the Warranty Deed;
- ii. the cost of curing any title or survey defect, including preparation and recording of curative instruments;
- iii. Seller’s legal fees and expenses;
- iv. any third-party professional or consulting fees incurred at Seller’s request; and
- v. the cost of the Owner’s Title Insurance Policy required under this Agreement, including title and lien search costs. The title insurer and closing agent shall be Clayton H. Blanchard, Jr., P.A., 35 E. Pinehurst Blvd., Eustis, Florida 32726, as designated by Seller and accepted

by the City.

B. The City shall pay for:

- i. recording fees for the Warranty Deed;
- ii. costs of all inspections, tests, and studies performed by the City in connection with its due diligence;
- iii. the City's own legal, professional, or consulting fees; and
- iv. the cost of any new survey or endorsements or upgrades requested by the City.

The Closing Agent shall hold and disburse all escrow funds strictly in accordance with this Agreement and only upon written authorization from the City Attorney or his/her designee for any release of City funds prior to Closing. The Property shall be delivered vacant and free of all tenants, occupants, and claims of possession at Closing.

6.7 Seller's Right to Receive Backup Offers. During the term of this Agreement, Seller may receive or acknowledge inquiries or backup offers from third parties; however, Seller shall not negotiate, accept, or enter into any binding agreement for sale of the Property to any other party while this Agreement remains in effect. Seller shall not actively solicit competing offers during the term of this Agreement.

Any such backup offer shall be expressly subordinate to this Agreement and shall not become effective unless and until this Agreement is terminated in accordance with its terms. Seller shall not disclose to any prospective purchaser the terms of this Agreement, the City's appraisals, due-diligence reports, or any other materials provided by or on behalf of the City, except as required by law.

Seller shall promptly notify the City in writing of the receipt of any bona fide backup offer, including the identity of the offeror and proposed terms, but such notice shall not create any obligation on the part of the City to act or respond.

This provision is intended solely to permit Seller to receive expressions of interest while preserving the City's exclusive right to acquire the Property and to protect the confidentiality of the City's acquisition process pursuant to §166.045, Florida Statutes.

ARTICLE VII. REPRESENTATIONS AND WARRANTIES

7.1 Seller Representations. Seller represents and warrants that: (a) Seller has full authority; (b) no consent is required other than disclosed; (c) no pending or threatened litigation exists; (d) no outstanding code enforcement actions exist; (e) Seller complies with OFAC and anti-terrorism laws; (f) Seller complies with §448.095, Fla. Stat. (E-Verify); (g) Seller has not offered prohibited gifts under Ch. 112, Fla. Stat., City Charter, or Code; (h) no leases or occupancy rights will survive Closing unless disclosed. Seller shall provide disclosures on Exhibit E and update prior to Closing.

Additionally, Seller represents that it has disclosed all known environmental conditions affecting the Property.

7.2 City Representations. The City represents that this Agreement has been duly authorized and, subject to Commission approval and appropriation, is binding.

7.3 Survival. All representations survive Closing for one (1) year.

ARTICLE VIII. MUNICIPAL PROTECTIONS

8.1 Sovereign Immunity. Nothing herein shall be construed as a waiver of the City's sovereign immunity or the limits of liability provided in §768.28, Fla. Stat., regardless of the type of claim or cause of action. All indemnification and insurance obligations of Seller are subject to and limited by this provision.

8.2 Appropriations. The City's obligations under this Agreement are subject to the lawful appropriation of funds in accordance with Florida law and the City Charter. If funds are not appropriated in any fiscal year, the City may terminate this Agreement without penalty, liability, or further obligation.

8.3 Public Records and Sunshine. Seller acknowledges and agrees that the City is subject to Florida's Public Records Act (Chapter 119, Fla. Stat.) and Sunshine Law (Chapter 286, Fla. Stat.). Seller shall comply with all applicable requirements of Chapter 119, including the duty to maintain and provide records related to this Agreement and to promptly respond to public records requests, at no additional cost to the City. Failure by Seller to comply shall be grounds for immediate termination of this Agreement by the City.

IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK AT (352) 483-5430 OR CITYCLERK@EUSTIS.ORG OR 10 N. GROVE ST., EUSTIS, FL 32726.

8.4 No Waiver of Police Powers. Nothing in this Agreement shall be deemed or construed to limit or waive the City's regulatory, permitting, land use, code enforcement, or police powers, including the adoption of future ordinances and regulations in the interest of public health, safety, and welfare.

8.5 Insurance. Prior to Closing and until the date of Closing, Seller shall maintain, at its sole cost, commercial general liability insurance with limits customary for similarly situated properties.

8.6 Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other, which consent may be withheld in such party's sole discretion; provided, however, that the City may assign its rights and obligations under this Agreement to another governmental entity or agency upon approval by the City Commission, without Seller's consent.

ARTICLE IX. DEFAULT & REMEDIES

9.1 Seller Default. If Seller defaults under this Agreement, including failure to perform any obligation when due, the City shall have the right, in addition to any other remedies provided herein, to: (a) terminate this Agreement by written notice and recover any deposit, together with reimbursement of all documented third-party out-of-pocket costs incurred by the City in connection with this transaction, including title, survey, appraisal, and environmental expenses; (b) pursue specific performance to compel Seller to convey the Property as contemplated herein; and/or (c) pursue all other remedies available at law or in equity. The City's election of one remedy shall not preclude pursuit of others to the extent permitted by law.

9.2 City Default. If the City fails to perform its obligations under this Agreement without legal excuse, Seller's sole and exclusive remedy shall be to retain any escrow deposit made by the City as liquidated damages, it being agreed that actual damages would be difficult to ascertain and the liquidated amount constitutes a fair and reasonable estimate of such damages. Seller expressly waives any right to seek additional damages, equitable relief, or specific performance against the City. Nothing herein shall be construed as a waiver of the City's sovereign immunity or as consent to suit beyond the limitations set forth in Section 768.28, Florida Statutes.

9.3 Remedies Cumulative. Except as expressly limited in Section 9.2 with respect to City default, all rights and remedies provided herein are cumulative of each other and of any rights or remedies available at law or in equity and may be exercised concurrently or successively. No waiver of any breach shall be deemed a waiver of any other or subsequent breach.

ARTICLE X. RISK OF LOSS; CONDEMNATION

10.1 Risk of Loss. The risk of loss or damage to the Property, including all improvements, fixtures, and appurtenances, from fire, casualty, acts of God, or other causes, shall remain upon Seller until Closing. Seller shall maintain the Property in substantially the same condition as of the Effective Date, ordinary wear and tear excepted. In the event of any material damage or destruction prior to Closing, the City may elect, in its sole discretion, either (a) to terminate this Agreement and receive a full refund of any deposit or (b) to proceed to Closing, in which case Seller shall assign and transfer to the City all insurance proceeds payable on account of such damage or destruction, together with a credit at Closing for any deductible amount.

10.2 Condemnation. If prior to Closing, all or any portion of the Property is taken or made subject to a pending taking by eminent domain or other governmental action, Seller shall promptly give the City written notice thereof. In such event, the City may elect, in its sole discretion, either (a) to terminate this Agreement and receive a full refund of any deposit and reimbursement of due diligence costs, or (b) to proceed to Closing, in which case Seller shall assign and transfer to the City all condemnation awards or payments relating to the

Property, and the Purchase Price shall be reduced by the amount of any unpaid award. If the City elects to terminate, neither party shall have any further liability hereunder except for those obligations expressly stated to survive termination.

ARTICLE XI. BROKERS; NO THIRD-PARTY BENEFICIARIES

11.1 Brokers. Each party represents and warrants to the other that it has not engaged or dealt with any real estate broker, finder, or agent in connection with this Agreement or the transaction contemplated hereby, except as may be disclosed in writing and approved by the City. If any broker, finder, or agent claims a commission or fee by, through, or on account of the acts of a party, such party shall indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of such claim. This Section shall survive Closing or termination of this Agreement.

11.2 No Third-Party Beneficiaries. This Agreement is solely for the benefit of Seller and the City, and their respective permitted successors and assigns, and no provision of this Agreement shall be deemed to confer upon any other person or entity any legal or equitable right, remedy, or claim. Nothing herein shall be construed to create a contractual relationship with or cause of action in favor of any third party, including, without limitation, any contractor, subcontractor, consultant, or supplier.

ARTICLE XII. MISCELLANEOUS

12.1 Notices. All notices, demands, consents, approvals, and other communications required or permitted hereunder shall be in writing and shall be deemed given (a) when delivered personally; (b) one (1) business day after being deposited with a nationally recognized overnight courier service; or (c) three (3) business days after being deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed to the parties at their addresses set forth below (or to such other address as either party may designate by notice in accordance with this Section). Notices by email shall not constitute official notice unless expressly acknowledged in writing by the recipient; however, delivery of fully executed counterparts of this Agreement may be made by email and shall be deemed effective upon acknowledgment of receipt.

Notice to City

City of Eustis
City Manager
10 N. Grove St.
Eustis, FL 32726

Copy to: City Attorney
10 N. Grove St
Eustis, FL 32726

Notice to Seller

Warren Properties Holdings, LLC
2805 Joanna Dr.
Eustis, FL 32726

Copy to: Clayton H. Blanchard, Jr. Esq.
Clayton H. Blanchard, Jr., P.A.
35 E. Pinehurst Blvd.
Eustis, FL 32726

12.2 Time of the Essence. Time is of the essence in the performance of each party's obligations under this Agreement, and strict compliance with all deadlines and time periods is required.

12.3 Further Assurances. Each party agrees to execute, acknowledge, and deliver such further instruments and to take such additional actions as may be reasonably necessary to carry out the purposes of this Agreement, both before and after Closing.

12.4 Non-Merger. All representations, warranties, covenants, and obligations of the parties that by their nature are intended to survive Closing shall not merge into the deed but shall instead remain binding and enforceable in accordance with their respective terms.

12.5 Severability; Waiver. If any provision of this Agreement is held invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions. The failure of either party to enforce any provision at any time shall not be deemed a waiver of such provision or of the right to enforce such provision thereafter. No waiver shall be effective unless in writing signed by the party granting such waiver.

12.6 Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, understandings, or agreements, whether written or oral. No amendment, modification, or waiver of any provision shall be effective unless in writing and executed by both parties.

12.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Nothing herein shall be deemed to create any rights in favor of any third party except as expressly provided herein.

12.8 Interpretation. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. Headings are for convenience only and shall not affect interpretation. References to statutes include any amendments or successors thereto.

12.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts located in Lake County, Florida.

12.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Signatures delivered electronically or by facsimile shall be deemed original signatures for all purposes.

12.11 Attorneys' Fees and Costs. In connection with any litigation or dispute arising out of

or relating to this Agreement, the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys’ fees, for trial and appellate proceedings, subject in all respects to the monetary limitations and conditions set forth in §768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity or expansion of liability.

EXHIBITS

- Exhibit A – Legal Description (Lake County Property Appraiser)
- Exhibit B – Special Warranty Deed (Form)
- Exhibit C – Closing Deliverables Checklist
- Exhibit D – Commission Resolution 26-XX
- Exhibit E – Seller Disclosure Schedule

SIGNATURES

SELLER

**Warren Properties Holdings, LLC
a Florida Limited Liability Company**

BUYER

City Of Eustis, Florida

By: _____
George W. Warren, Jr.
Manager

By: _____
Emily A. Lee
Mayor/Commissioner

Date: _____

Date: _____

ATTEST:

Christine Halloran, City Clerk

Approved as to Form and Legality:

Sasha Garcia, City Attorney

Certified Copy of Commission Resolution Number 2026-30 attached.

EXHIBIT A

Description of the Property

As used herein, the Property shall include all of the following properties:

1. Lake County Property Appraiser Parcel Number: 11-19-26-0100-053-00100, Alternate Key 1717205, 21 Grove St., Eustis, FL, 32726, Property Description: EUSTIS, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 13, 14, 15, 16 BLK 53 PB 1 PG 79 ORB 5820 PG 666

EXHIBIT B - SPECIAL WARRANTY DEED

Prepared by and Return to:
 City of Eustis, Florida
 Attn: City Attorney
 10 North Grove Street
 Eustis, Florida 32726

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of _____, 202__, by WARREN PROPERTIES HOLDINGS, LLC, a Florida corporation (“Grantor”), whose address is 2805 Joanna Drive, Eustis Florida 32726, to CITY OF EUSTIS, FLORIDA, a Florida municipal corporation (“Grantee”), whose address is 10 North Grove Street, Eustis, Florida 32726.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee, in fee simple, subject to the Permitted Exceptions, all of the real property situated in Lake County, Florida, more particularly described in Exhibit A attached hereto and incorporated herein (the “Property”).

TOGETHER WITH all tenements, hereditaments, easements, rights, and appurtenances thereto belonging or in any way appertaining.

Grantor covenants that it is lawfully seized of the Property in fee simple; has full authority to convey the Property; and will warrant and defend title solely against all lawful claims of all persons claiming by, through, or under Grantor, but against none other.

This conveyance is made and delivered pursuant to that certain Purchase and Sale Agreement dated _____, 2026, between Grantor and Grantee. Consistent with Section 12.4 of that Agreement, the representations, warranties, and covenants contained in the Agreement shall not merge into this Deed.

Documentary stamp taxes required by law in connection with this Deed shall be paid by Grantor in accordance with the Purchase and Sale Agreement.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

GRANTOR:

WARREN PROPERTIES HOLDINGS, LLC

a Florida corporation.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES AS TO GRANTOR

Witness 1:

Signature: _____

Printed Name: _____

Witness 2:

Signature: _____

Printed Name: _____

NOTARY ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 202__ by _____, as _____ of Eustis Properties Corp., a Florida corporation, who is personally known to me or has produced _____ as identification.

**Notary Public
State of Florida**

Name: _____

Commission No.: _____

My Commission Expires: _____

{Exhibit A with Legal Description Follows}

EXHIBIT C – CLOSING DELIVERABLES CHECKLIST**SELLER SHALL DELIVER:**

1. Executed Special Warranty Deed in the approved form.
2. Owner's Title Affidavit acceptable to the Title Insurer.
3. FIRPTA Affidavit and W-9.
4. Corporate authority documents, including resolutions, certificate of incumbency, and officer's certificate reaffirming PSA Article VII representations.
5. Evidence of insurance through the Closing Date.
6. Updated Seller Disclosure Schedule (Exhibit E), certified through Closing.
7. Environmental reports in Seller's possession.
8. All existing surveys, plans, engineering, permits, warranties, and records.
9. Payoff or estoppel statements required to remove monetary liens.
10. Municipal Lien and Permit Search (consistent with PSA Section 5.3).
11. Assignment of all transferable plans, permits, development orders, warranties, intellectual property rights, and digital files relating to the Property.
12. Public Records compliance acknowledgment pursuant to Chapter 119, Florida Statutes.
13. Any additional documents reasonably required by the City Attorney or Title Insurer.
14. Seller's Closing Certificate reaffirming that all representations and warranties under Article VII of the PSA remain true as of Closing.

CITY SHALL DELIVER:

1. Purchase Price by wire transfer of immediately available funds.
2. Certified copy of Commission Resolution authorizing the Agreement and appropriation.

3. Required affidavits, if any.
4. Assignments or other transfer documents required by the City.

CLOSING AGENT SHALL PROVIDE:

1. Title Insurance Policy (ALTA 2021 Owner's Policy).
2. Title Commitment and copies of all exceptions.
3. Updated Municipal Lien and Permit Search.
4. Current Survey or receipt of same.
5. Fund disbursement confirmations.
6. Recording of the Special Warranty Deed and any curative instruments.
7. Final settlement statement approved by the City Attorney.
8. No disbursement of City funds shall occur prior to written authorization by the City Attorney or designee, as required by the PSA.

PUBLIC RECORDS NOTICE

IF SELLER HAS QUESTIONS ABOUT CHAPTER 119, CONTACT THE CITY CLERK AT (352) 483-5430 OR cityclerk@eustis.org.

Exhibit D

RESOLUTION NUMBER 2026-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 21 NORTH GROVE STREET; FINDING A VALID PUBLIC PURPOSE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis desires to acquire certain real property located in downtown Eustis for municipal and public-purpose use; and

WHEREAS, the acquisition is consistent with the City's Charter, the Land Development Regulations, and the City's home rule authority under Section 166.021, Florida Statutes; and

WHEREAS, the City Commission finds that the acquisition of the Property serves a valid public purpose, including redevelopment, economic development, and municipal operations; and

WHEREAS, Section 166.045, Florida Statutes, requires municipalities to obtain appraisals in connection with acquisition of real property and provides that such appraisals remain exempt from public disclosure until closing or formal abandonment of the transaction; and

WHEREAS, the City has negotiated a Purchase and Sale Agreement ("Agreement") with Warren Properties Holdings, LLC for the acquisition of the property at a purchase price of \$1,400,000.00; and

WHEREAS, the City Commission finds that the acquisition of the property serves a valid public purpose, including redevelopment, economic development, municipal operations, and long-term downtown revitalization; and

WHEREAS, the City Commission deems it in the best interest of the City to approve and authorize execution of the Agreement.

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

Section 1. The Purchase and Sale Agreement attached hereto as Exhibit 1 is hereby approved.

Section 2. The Mayor and City Clerk are authorized to execute the Agreement and any documents necessary to complete the transaction, subject to approval as to form and legality by the City Attorney.

Section 3. City staff is directed to obtain two (2) MAI appraisals and to complete all required due diligence during the Inspection Period.

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

PASSED AND ADOPTED in Regular Session of the City Commission of the City of Eustis, Florida, this 5th day of March, 2026.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 5th day of March, 2026 by means of physical presence by Emily A. Lee, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 2026-30 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 E – SELLER DISCLOSURE SCHEDULE

Seller provides the following disclosures pursuant to Article VII of the Purchase and Sale Agreement. These disclosures are true, correct, and complete to Seller's actual knowledge and shall be updated through Closing. Seller shall promptly supplement these disclosures in writing if any information becomes inaccurate prior to Closing.

For purposes of this Disclosure Schedule, "actual knowledge" means the present, conscious awareness of the individuals with primary responsibility for managing the Property and this transaction, without duty of independent investigation.

1. Litigation

- None
 Describe:

2. Code Enforcement Actions / Violations

- None
 Describe:

3. Environmental Conditions / Reports / Storage Tanks

- None
 Describe all known contamination, spills, environmental notices, underground or aboveground tanks, asbestos, remediation, or agency correspondence:

4. Leases, Occupancy Rights, or Claims of Possession

- None
 Describe (all such rights must be terminated prior to Closing):

5. Easements, Encroachments, Access Issues, or Unrecorded Agreements

- None
 Describe all recorded or unrecorded arrangements, access rights, or usage agreements:

6. OFAC / Anti-Terrorism / E-Verify Compliance (§448.095, Fla. Stat.)

- Seller confirms compliance.
 Exceptions (describe):

7. Ethics / Gifts (Ch. 112, Fla. Stat.)

None

Describe any contacts with City officials subject to Florida ethics laws:

8. Special Assessments / Pending Capital Improvements

None

Describe:

9. Other Material Facts Affecting Value or Intended Public Use

None

Describe:

10. Pending or Threatened Condemnation or Right-of-Way Actions

None

Describe any notices of intent, proposed takings, right-of-way impacts, or government communications:

EXECUTED by Seller this ___ day of _____, 202_____.

Seller certifies under penalty of perjury that the foregoing disclosures are true, correct, and complete to Seller’s actual knowledge.

WARREN PROPERTIES HOLDINGS LLC

a Florida corporation.

By: _____

Name: _____

Title: _____

Date: _____

PUBLIC RECORDS NOTICE

IF SELLER HAS QUESTIONS ABOUT CHAPTER 119, CONTACT THE CITY CLERK AT (352) 483-5430 OR cityclerk@eustis.org.



City of Eustis

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

Dear Mr. Warren:

On behalf of the City of Eustis (the “City”), this letter sets forth the City’s non-binding intent regarding the potential acquisition of the real property located at 21 Grove Street, Eustis, Florida, as more particularly described in the draft Purchase and Sale Agreement previously exchanged (the “Property”).

Proposed Purchase Price. Subject to the conditions set forth below, the City Manager intends to present to the Eustis City Commission for consideration a proposed purchase of the Property for One Million Four Hundred Thousand Dollars (\$1,400,000.00), consistent with the draft Purchase and Sale Agreement.

Scheduled Commission Consideration. The proposed Purchase and Sale Agreement is scheduled to be considered by the Eustis City Commission at its duly noticed public meeting on March 5, 2026. Seller acknowledges that any action taken by the Commission must occur at such public meeting in accordance with Chapter 286, Florida Statutes.

Commission Approval Required; Effective Date. Any Purchase and Sale Agreement shall not be binding upon the City unless and until it is approved by Resolution of the City Commission at a duly noticed public meeting and thereafter fully executed. Consistent with the draft Agreement, the “Effective Date” of any binding agreement shall be the date of Commission approval by Resolution.

Appraisals and Due Diligence. Any proposed acquisition shall be contingent upon the City obtaining and administratively accepting at least two (2) independent MAI-certified appraisals in accordance with Section 166.045, Florida Statutes, and completing all inspections, environmental assessments, title review, survey review, and other due diligence investigations described in the draft Purchase and Sale Agreement, all to the City’s satisfaction.

Appropriation of Funds. Any potential purchase shall be subject to lawful appropriation of funds in accordance with Florida law and the City Charter. The City shall have no liability or obligation in the absence of such appropriation.

Non-Binding Nature. This Letter of Intent is intended solely as an expression of the City’s present intention to present the proposed transaction for Commission consideration. It does not constitute a contract, option, agreement to agree, or binding obligation of any kind. No rights, remedies, or liabilities shall arise from this Letter of Intent. The City expressly disclaims any intent to be legally bound unless and until a definitive Purchase and Sale Agreement is approved by the City Commission and fully executed thereafter.

Public Records and Sunshine Law. Seller acknowledges that the City is subject to Florida’s Public Records Act (Chapter 119, Florida Statutes) and Sunshine Law (Chapter 286, Florida Statutes), and that communications and documents related to this proposed transaction may be subject to public disclosure as provided by law.

Sovereign Immunity. Nothing in this Letter of Intent shall be construed as a waiver of the City’s sovereign immunity or the limitations of liability set forth in Section 768.28, Florida Statutes.

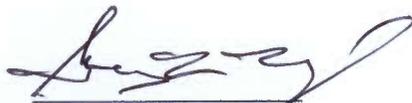
If the foregoing accurately reflects your understanding, please acknowledge receipt of this Letter of Intent below.

Sincerely,



Tom Carrino
City Manager
City of Eustis

Acknowledged:



George W. Warren, Jr.
Manager
Warren Properties Holdings, LLC

Date: 2/26/26



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: March 5, 2026

RE: Second Reading of Ordinance Number 2026-05: Burger King Restaurant New Noncompliant Pylon Sign – SR 19 N

Project Name: SR19N Burger King Pylon Sign
Property Owner: Burger King Company LLC
Location: Outparcel of Publix at SR 19 & CR 44
Parcel ID: 35-18-26-0003-000-06500
Alternate Key: 3800866
Future Land Use: General Commercial (GC)
Design District: Suburban Corridor (SC)

Introduction

The purpose of this agenda item is to consider approval of a Conditional Sign Permit for the existing, freestanding pylon sign located at the Burger King restaurant at 1909 State Road 19 North. The request would allow the existing 42-foot sign height and approximately 89-square-foot sign cabinet to remain as built, subject to beautification and maintenance conditions consistent with City Commission direction.

Background

A sign contractor installed a new sign cabinet on an existing pole without obtaining a City sign permit, resulting in Code Enforcement Violation ID 2501171. The property is located within the Suburban Corridor Design District, which limits freestanding signs to 15 feet in height and 50 square-feet of copy area. The existing sign measures approximately 42 feet in height with an 89-square-foot cabinet, exceeding district standards.

At the February 5, 2026 meeting, the City Commission determined that the existing height and copy area are acceptable for this location along the SR 19 commercial corridor. The Commission directed staff to work with the applicant on beautification measures, including potential participation in the Eustis in Bloom (EIB) program or equivalent landscaping improvements. The applicant has agreed to adopt and maintain the SR 19 frontage area adjacent to the site, including mowing, litter removal, and routine upkeep.

Approval of the Conditional Sign Permit will bring the sign into compliance through the legislative process and allow closure of the code enforcement case.

Recommended Action

Approve the Conditional Sign Permit for the existing freestanding sign at 1909 State Road 19 North, allowing the existing 42-foot height and 89 square-foot cabinet to remain as built, subject to beautification and maintenance conditions as outlined in the ordinance.

Policy Implications:

Approval supports the City's corridor beautification goals and aligns with the Commission's direction to encourage participation in the Eustis in Bloom program or equivalent landscaping improvements. The applicant's commitment to maintain the SR 19 frontage area provides an ongoing public benefit and reduces long-term maintenance demands on the City. The action also resolves an active code enforcement case through a transparent, legislative process.

Alternatives:

1. Approve the Conditional Sign Permit with the conditions recommended by staff.
2. Approve the Conditional Sign Permit with modified conditions.
3. Deny the Conditional Sign Permit, which would require the sign to be brought into compliance with Suburban Corridor Design District standards.

Budget/Staff Impact:

Not Applicable.

Business Impact Estimate:

Approval of the Conditional Sign Permit avoids the cost of modifying or replacing the existing sign and instead redirects applicant resources toward beautification and maintenance of the SR 19 frontage. The required maintenance commitments reduce City labor and enhance corridor aesthetics, providing a positive long-term impact on the surrounding commercial area.

Prepared By:

Mike Lane, Development Services Director

Reviewed By:

Miranda Burrowes, Deputy City Manager

ORDINANCE NUMBER 26-05

AN ORDINANCE OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A CONDITIONAL SIGN PERMIT FOR THE EXISTING FREESTANDING SIGN LOCATED AT THE BURGER KING RESTAURANT AT 1909 STATE ROAD 19 NORTH; ALLOWING A MAXIMUM HEIGHT OF 42 FEET AND AN 89 SQUARE FOOT SIGN CABINET; AUTHORIZING THE CITY COMMISSION TO ESTABLISH CONDITIONS OF APPROVAL AT ADOPTION, INCLUDING BUT NOT LIMITED TO BEAUTIFICATION OR MAINTENANCE COMMITMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Eddie Alvarez of Adiser Orlando, LLC, on behalf of Burger King Company LLC, submitted an application for a Conditional Sign Permit for the existing pylon sign located at the Burger King restaurant at 1909 State Road 19 North, Eustis, Florida, identified as Parcel ID 35-18-26-0003-000-06500, Alternate Key 3800866; and

WHEREAS, a sign contractor installed a new sign cabinet on an existing pole without obtaining a City sign permit, resulting in Code Enforcement Violation ID 2501171; and

WHEREAS, the Suburban Corridor Design District (LDR §115-11.2(b)(4)) limits freestanding signs to a maximum height of 15 feet and a maximum copy area of 50 square feet; and

WHEREAS, the existing pylon sign stands at approximately 42 feet in height and contains an approximately 89 square foot sign cabinet, both of which exceed the standards of the Suburban Corridor Design District; and

WHEREAS, at the February 5, 2026 City Commission meeting, the Commission determined that the existing height and copy area are acceptable for this location along the SR 19 commercial corridor; and

WHEREAS, the City Commission directed staff to work with the applicant on beautification of the area surrounding the sign; and

WHEREAS, Planning staff requested, and the applicant agreed, to adopt and maintain the SR 19 frontage area adjacent to the site for mowing and routine upkeep; and

WHEREAS, the City Commission finds that approval of the Conditional Sign Permit, subject to conditions, provides a public benefit through corridor beautification and maintenance; and

WHEREAS, the City Commission finds that approval of the Conditional Sign Permit will close Code Enforcement Violation ID 2501171 based on the Commission's acceptance of the existing sign; and

WHEREAS, the City Commission finds that the request meets the criteria for a Conditional Sign Permit under LDR §115-11.5 and is in the best interest of the public health, safety, and welfare of the citizens of the City of Eustis.

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

SECTION 1. APPROVAL OF CONDITIONAL SIGN PERMIT

The Conditional Sign Permit for the Burger King property located at 1909 State Road 19 North is hereby APPROVED. The request includes, but is not limited to, allowing the existing sign height of approximately 42 feet and sign cabinet size of approximately 89 square feet to remain as built, together with any modifications, conditions, or alternate configurations the City Commission may deem appropriate at adoption, which may include enhanced landscaping, right-of-way beautification or other corridor improvement measures.

The following deviations are specifically authorized pursuant to LDR §115-11.5:

1. A maximum freestanding sign height of 42 feet, measured from finished grade to the top of the sign cabinet; and
2. Retention of the existing sign cabinet measuring approximately 89 square feet of copy area.

SECTION 2. CONDITIONS OF APPROVAL

1. Height and Cabinet Size: The existing 42-foot height and 89-square-foot cabinet are approved as deviations from the Suburban Corridor Design District standards. No enlargement, extension, or increase in height or copy area is permitted.

2. Beautification Measures (Optional AIB Participation): The applicant shall coordinate with City staff to implement beautification improvements around the base of the sign, which may include flowering plants, enhanced landscaping, or participation in the City's America in Bloom (AIB) program. Participation in AIB is encouraged but not required; however, equivalent beautification measures

acceptable to the City shall be provided.

- 3. Frontage Maintenance:** The applicant shall adopt and maintain the SR 19 frontage area adjacent to the site, including mowing, litter removal, and routine upkeep.
- 4. Code Enforcement Case Closure:** Code Enforcement Violation ID 2501171 shall be closed upon adoption of this Ordinance and confirmation of the beautification and maintenance commitments.
- 5. Applicability:** This approval applies only to the existing pole and cabinet structure and is not transferable to a new or relocated sign.

SECTION 3. CONFLICTS

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

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid, the remainder shall continue in full force and effect.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026, by the City Commission of the City of Eustis, Florida.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: March 5, 2026

RE: First Reading of Ordinance Number 2026-12: Amendment to the Previously Approved Conditional Use Permit – Additional Emergency Identification Signage for Orlando Health Eustis (15719 U.S. Highway 441)

Introduction

The purpose of this agenda item is to consider a request from Orlando Health for approval of an **amendment to the previously approved Conditional Use Permit (CUP)** for the Orlando Health Eustis freestanding emergency department (FSED). Ordinance **2026-12** serves as the formal amendment to the existing CUP and authorizes the installation of two additional building-mounted emergency identification (“ER”) signs on the architectural fin element on the south elevation. As stated in the submitted materials, **“No previously approved signage is proposed for modification.”**

Background

The Orlando Health Eustis property is located at 15719 U.S. Highway 441 within the Suburban Corridor Design District. The existing CUP established a coordinated signage plan for Phase 1 of the campus, including six building-mounted signs (MS1 through MS6) providing branding and emergency wayfinding.

Per Section 115-11.2 of the Land Development Regulations, buildings within Corridor Design Districts are permitted up to two building signs per elevation and a maximum of 100 square feet of combined copy area per elevation. The original CUP recognized the unique wayfinding needs of a medical campus and approved a signage plan tailored to emergency healthcare operations.

The applicant now proposes adding two new non-branded “ER” signs (MS7a and MS7b), each approximately 20.13 square feet, to be mounted on the east and west faces of the architectural fin element. As noted in the application, **“The fin will be painted red to enhance visibility and reinforce emergency identification.”** The proposed signs are consistent with Orlando Health’s systemwide wayfinding standards for freestanding emergency departments.

Staff has reviewed the request under the CUP criteria in Section 115-11.5 and finds that the amendment meets the required findings related to special circumstances, absence of special privilege, and compatibility with the surrounding environment.

Recommended Action

Staff recommends that the City Commission approve **Ordinance 2026-12, amending the existing Conditional Use Permit** for the Orlando Health Eustis campus to allow two additional building-mounted emergency identification signs (MS7a and MS7b), as shown in the revised sign plan submitted with the application.

Policy Implications

Approval of the amendment supports consistent application of the City's sign regulations while recognizing the unique operational and public-safety needs of emergency medical facilities. The request aligns with the intent of the CUP process by providing a mechanism for coordinated signage plans in complex campus environments.

Alternatives

- Approve the CUP request as submitted.
- Approve with conditions as determined by the City Commission.
- Deny the request, finding that it does not meet the criteria of Section 115-11.5.
- Table the request and direct staff to obtain additional information.

Budget/Staff Impact

See attached Business Impact Estimate.

Business Impact Estimate

As stated in the application materials, *"The proposed amendment is not anticipated to create adverse economic impacts on local businesses."* The additional signage is internal to the site and intended to improve emergency wayfinding and public safety. No off-site or corridor-wide impacts are expected.

Prepared By:

Mike Lane, Development Services Director

Reviewed By:

Miranda Burrowes, Deputy City Manager

ORDINANCE NUMBER 2026-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AMENDING THE PREVIOUSLY APPROVED CONDITIONAL USE PERMIT (CUP) FOR THE ORLANDO HEALTH EUSTIS CAMPUS LOCATED AT 15719 U.S. HIGHWAY 441 TO ALLOW ADDITIONAL BUILDING-MOUNTED EMERGENCY IDENTIFICATION SIGNS; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission previously approved a Conditional Use Permit (CUP) and coordinated signage plan for the Orlando Health Eustis freestanding emergency department; and

WHEREAS, the applicant has requested an amendment to the CUP to allow two additional building-mounted emergency identification (“ER”) signs to enhance wayfinding and emergency visibility; and

WHEREAS, the property is located within the Suburban Corridor Design District and is subject to the sign standards of Chapter 115 of the Land Development Regulations; and

WHEREAS, the City Commission finds that the request satisfies the criteria of Section 115-11.5, including the presence of special circumstances related to medical campus wayfinding, the absence of special privilege, and compatibility with the surrounding environment; and

WHEREAS, the City Commission has reviewed the application, staff report, and supporting materials and finds the amendment to be in the public interest.

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

SECTION 1. CUP AMENDMENT APPROVED.

The previously approved Conditional Use Permit for the Orlando Health Eustis campus is hereby **amended through adoption of Ordinance 2026-12** to allow two additional building-mounted emergency identification signs (MS7a and MS7b), each approximately 20.13 square feet, to be installed on the east and west faces of the architectural fin element on the south elevation. This amendment shall be incorporated into and made part of the existing CUP.

SECTION 2. CONDITIONS OF APPROVAL.

- 1. The signs shall be installed in the locations shown on the revised sign plan submitted with the application.
- 2. No other previously approved signage is altered by this amendment.
- 3. All signage shall comply with applicable building and electrical codes.
- 4. Any future modifications to the sign plan shall require review and approval consistent with the Land Development Regulations.

SECTION 3. CONFLICTS.

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

SECTION 4. SEVERABILITY.

If any portion of this ordinance is declared invalid, the remaining portions shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2026, by the City Commission of the City of Eustis, Florida.

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

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 2026-12 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

Business Impact Estimate Eligibility Form

Section 166.041(4), Florida Statutes

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

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

Ordinance Number	2026-12
Ordinance Subject	Approving a Conditional Use Permit (CUP) for the Orlando Health Eustis Campus located at 15719 US Highway 441 to allow additional Building Mounted ER Signs
Legal Advertising Date	February 24, 2026
First Reading On	3/5/2026
Second Reading On	3/19/2026

Ordinance Title

Amending the Previously Approved Conditional Use Permit (CUP) for the Orlando Health Eustis Campus located at 15719 US Highway 441 to allow additional building mounted ER Signs
--

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 development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as

authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243.





City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: March 5, 2026

RE: Discussion: City's Evaluation and Appraisal Report (EAR)

Introduction

On February 9, 2026, the City received the State's Objections, Recommendations and Comments (ORC) Report for Comprehensive Plan Amendment 25-02ER. FloridaCommerce identified **one objection** and **two advisory comments**. The City must address the objection prior to adoption to ensure the amendment is found "In Compliance" with Chapter 163, Florida Statutes.

Background

FloridaCommerce's review found that the proposed amendment **inadvertently deleted the Five-Year Capital Improvements Schedule (CIS)** from the Comprehensive Plan. State law requires that each comprehensive plan maintain an updated CIS identifying funded and unfunded capital projects necessary to maintain adopted level-of-service standards. The ORC report states:

"the proposed amendment 25-02ER deletes the Five-Year Capital Improvements Schedule... Prior to adoption, the amendment must be revised to include the 2026/2027 through 2030/2031 Schedule..."

The State also provided two non-binding comments:

- **Septic-to-Sewer Planning:** The Infrastructure Element must consider feasibility of central sewer service for developments meeting statutory thresholds.
- **Intergovernmental Coordination:** The City should coordinate with FDEP regarding their January 9, 2026 comment letter.
- These comments do not affect compliance but should be addressed in future updates.

Recommended Action

Staff recommends that the City Commission **direct staff to revise Amendment 25-02ER to restore the required Five-Year Capital Improvements Schedule** and prepare the amendment for final adoption.

Next Steps:

If directed by the Commission, staff will:

- Insert the updated **2026/27–2030/31 Capital Improvements Schedule** into the Capital Improvements Element.

- Coordinate with FDEP regarding their advisory comments.
- Prepare the adoption ordinance and transmittal package consistent with State requirements.
- Schedule the final adoption hearing within the statutory 180-day window.

Prepared By:

Mike Lane, Development Services Director

Reviewed By:

Miranda Burrowes, Deputy City Manager

February 9, 2026

The Honorable Emily Lee
Mayor, City of Eustis
10 North Grove Street
Eustis, Florida 32726

Dear Mayor Lee,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the City of Eustis (Amendment No. 25-02ER), which was received on December 11, 2025. FloridaCommerce has reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

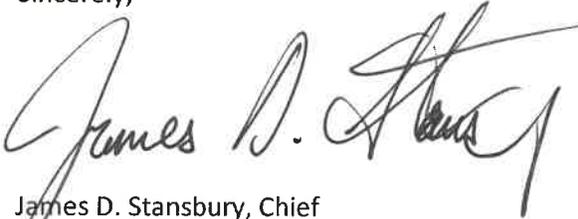
The attached Objections, Recommendations, and Comments Report outlines FloridaCommerce's findings concerning the amendment. FloridaCommerce has identified an objection and has included recommendations regarding measures that can be taken to address the objection. FloridaCommerce is also providing two comments. The comments are offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in section 163.3184(1)(b), F.S. Copies of comments received by FloridaCommerce from reviewing agencies, if any, are also enclosed.

The City should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, the procedures for final adoption and transmittal of the comprehensive plan amendment are enclosed.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to section 163.3184(4)(e)2., F.S.**

FloridaCommerce staff is available to assist the City to address the objection and comments. If you have any questions related to this review, please contact Christina Nazaire, Regional Planning Administrator, by telephone at (850)-717-8532 or by email via Christina.Nazaire@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/cn

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Mike Lane, AICP, Director of Development Services, City of Eustis
John Patterson, AICP, Planner III, East Central Florida Regional Planning Council

**Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
City of Eustis 25-02ER**

The Florida Department of Commerce has identified an objection and two comments regarding the City of Eustis's proposed comprehensive plan amendment. The objection and comments are provided below, along with recommended actions the City could take to resolve issues of concern. If the City adopts the plan amendment without adequately addressing the objection, FloridaCommerce may find the amendment not in compliance with Chapter 163, Part II, Florida Statutes (F.S.), pursuant to section 163.3184(4)(e)4., F.S. **In responding to this correspondence, the City of Eustis should consider the provisions under Chapter 2025-190, L.O.F., which was approved on June 26, 2025, and applies retroactively to August 1, 2024. The City should ensure that the adopted amendment is not more restrictive or burdensome.** Comments are offered to assist the local government and will not form the basis for a compliance determination.

FloridaCommerce staff has discussed the basis of the report with local government staff and is available to assist the City to address the objection and comments.

I. Objection

Objection 1: Five Year Capital Improvements Schedule

Section 163.3177(3)(a)4., F.S. requires that local governments include an updated Five-Year Capital Improvements Schedule in any comprehensive plan that includes federal, state, or local government publicly funded projects as well as privately funded projects for which the local government has no fiscal responsibility. All projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding. However, the proposed amendment 25-02ER deletes the Five-Year Capital Improvements Schedule from the Comprehensive Plan.

Statutory Authority: Sections 163.3177(3)(a)4., 163.3184(4), and 163.3191, F.S.

Recommendation: Prior to adoption, the amendment must be revised to include the 2026/2027 through 2030/2031 Five-Year Capital Improvements Schedule in the Capital Improvements Element of its Comprehensive Plan to satisfy the statutory requirement.

II. Comments

Comment 1: Septic System Conversion to Central Sanitary Sewer System Service

The proposed amendment is not consistent with the requirements of section 163.3177(6)(c)3., F.S. Chapter No. 2023-169, L.O.F., amended section 163.3177(6)(c)3., F.S., to require the Infrastructure Element to consider the feasibility of providing sanitary sewer services to any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system (OSTDS) per one acre within a 10-year planning horizon, and to identify the wastewater facility (capacity, projected flows for the next 20 years, and timeline for construction of the sanitary sewer system) that could receive the sanitary

sewer flows after connection. Section 163.3177(6)(c)3., F.S., requires that each comprehensive plan must be updated to include the required element by July 1, 2024, and as needed thereafter to account for future applicable developments. The proposed Amendment 25-02ER does not include the information required by section 163.3177(6)(c)3., F.S. In addition, please see the enclosed comments (letter dated January 9th, 2026) from the Florida Department of Environmental Protection (FDEP).

Comment 2: Intergovernmental Coordination

FloridaCommerce recommends that the City coordinate with the Florida Department of Environmental Protection to address their comments regarding the proposed amendment.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fldco.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendment, an adopted future land use map, **in color format**, clearly depicting the parcel, its existing future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the FloridaCommerce did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the FloridaCommerce to the ORC report from the FloridaCommerce.