



AGENDA

City Commission Meeting

6:00 PM – Thursday, April 03, 2025 – City Hall

Invocation: Moment of Silence

Pledge of Allegiance: Jermari'e Harvard, Eustis Elementary School Student

Call to Order

Acknowledge of Quorum and Proper Notice

1. Agenda Update

2. Approval of Minutes

2.1 Approval of Minutes

March 20, 2025 City Commission Meeting

3. Presentations

3.1 Recognizing Students Who Participated in the Changing of the Guard at the Tomb of the Unknown Soldier

3.2 Seaplane Infrastructure Presentation

4. Audience to be Heard

5. Consent Agenda

5.1 Resolution Number 25-20: Annexation Agreement To Provide Water Service Outside the City Limits for 37121 County Road 452

5.2 Resolution Number 25-26: Authorizing Execution of Memorandum of Agreement between the City of Eustis Police Department and the United States Immigration & Customs Enforcement (ICE)

5.3 Resolution Number 25-27: Authorizing Execution of Mutual Aid Agreement between Eustis Police Department and Lake County Sheriff's Office

6. Ordinances, Public Hearings, & Quasi Judicial Hearings

6.1 Explanation of Ordinances for Annexation of Parcel with Alternate Key 2612525

Ordinance Number 25-06: Voluntary Annexation

Ordinance Number 25-07: Comprehensive Plan Amendment

Ordinance Number 25-08: Design District Assignment

SECOND READING

Ordinance Number 25-06: Voluntary Annexation of Parcel with Alternate Key 2162525

6.2 **SECOND READING**

Ordinance Number 25-07: Assignment of Future Land Use District for Annexing Parcel Alternate Key Number 2612525

6.3 SECOND READING

Ordinance Number 25-08: Assignment of Design District District for Annexing Parcel
Alternate Key Number 2612525

6.4 FIRST READING

Ordinance Number 25-01: Amendment to Chapters 102 and 109 of the Land
Development Regulations

7. Future Agenda Items and Comments

7.1 City Commission

7.2 City Manager

7.3 City Attorney

7.4 Mayor

8. 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: April 3, 2025

RE: Approval of Minutes

March 20, 2025 City Commission Meeting

Introduction:

This item is for consideration of the minutes of the March 20, 2025 Eustis City Commission meeting.

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary C. Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Meeting

6:00 PM – Thursday, March 20, 2025 – City Hall

Invocation: Moment of Silence

Pledge of Allegiance: Mayor Willie Hawkins

Call to Order: 6:01 P.M.

Acknowledge of Quorum and Proper Notice

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

1. Agenda Update: NONE

2. Approval of Minutes

March 6, 2025 City Commission Meeting

Motion made by Commissioner Holland, Seconded by Commissioner Asbate, to approve the Minutes. Motion passed on the following vote:

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

3. Audience to be Heard

Mayor Hawkins addressed the Commission, public and staff regarding the need for civility and decorum at City Commission meetings. He apologized for the lack of such at the previous Commission meeting and thanked staff for their work on behalf of the community.

Cindy Newton addressed the Commission regarding the Comprehensive Plan and the MCR land use designation. She cited some specific requirements within the Comprehensive Plan. She questioned what the total acreage is within the City that has the MCR designation and what are the percentages of residential, commercial and office.

Blake Griswold commented on concerns from citizens regarding overdevelopment. He noted an interest in implementing a moratorium until the code is addressed. He expressed opposition to the City not giving away land and keeping it under the Eustis purview.

4. Consent Agenda

4.1 Resolution Number 25-21: Authorizing an expenditure over \$100,000 for various rate studies at a total cost of \$120,800 and to authorize a general fund budget amendment in the amount of \$59,650

4.2 Resolution Number 25-22: Approval Amending the FY 2024/25 Grant funds budgets to recognize grants awarded in FY 2024/25

4.3 Resolution Number 25-23: Approval of IAFF A Unit 10/1/24 - 9/30/27 Contract

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

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

5. Ordinances, Public Hearings, & Quasi Judicial Hearings

5.1 Resolution Number 25-16: Fine Reduction/Release of Lien - 2250 S. Bay Street, Code Case #22-00270

Sasha Garcia, City Attorney, read Resolution Number 25-16 by title: A Resolution of the City Commission of the City of Eustis, Florida; providing for a reduction of outstanding code enforcement fines and release of lien against 2850 South Bay Street upon full payment of the reduced fine.

Eric Martin, Code Enforcement Supervisor, explained Resolution 25-15 reduces the outstanding code enforcement fine from \$102,250 to \$2500 and releases the lien upon payment of the reduced fine. He stated the violation involved the multi-tenant sign on the Lake Hills Plaza property which was damaged in an accident. He stated staff's recommendation for approval.

The Commission questioned the justification for such a large reduction in the fine.

Tom Carrino, City Manager, explained that the sign was located on RaceTrac property but belonged to the plaza. RaceTrac was reluctant to remove a sign that belonged to someone else due to possible legal exposure. He explained that it has taken time to address that issue and stated the Code Enforcement Board has reviewed the unique situation of sign versus land owner with the sign in place by easement. He indicated the Board realized that the problem was actually the plaza's fault not RaceTrac's and explained why the plaza could not be cited for the sign.

Commissioner Holland confirmed the Code Board approved the reduction with Mr. Martin responding affirmatively.

Attorney Garcia opened the public hearing at 6:11 p.m. There being no public comment, the hearing was closed at 6:11 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to approve Resolution Number 25-16. The motion passed on the following vote:

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

5.2 EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCEL WITH ALTERNATE KEY 2612525

- Ordinance Number 25-06: Voluntary Annexation
- Ordinance Number 25-07: Comprehensive Plan Amendment
- Ordinance Number 25-08: Design District Assignment

FIRST READING

Ordinance Number 25-06: Voluntary Annexation of Parcel with Alternate Key 2162525

Attorney Garcia read Ordinance Number 25-06 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 2.86 acres of real property at Lake County Property Appraiser's Alternate Key Numbers 2612525, generally located on the East side of State Road 44 opposite the intersection with Lake Joanna Drive.

Jeff Richardson, Deputy Director of Development Services, reviewed the requested annexation, future land use designation and design district designations as proposed under Ordinances 25-06, 25-07 and 25-08. He explained the property is currently designated Urban Low in Lake County and requested to be designated as Mixed Commercial/Residential with a Suburban Neighborhood design district. He noted the site location and notifications, and explained staff's evaluation of the request including contiguity, increase in density, and consistency with surrounding designations and established patterns.

Mr. Richardson confirmed utilities are available and reviewed the environmental data. He stated staff's recommendation for approval.

The Commission had no questions for Mr. Richardson.

Attorney Garcia opened the public hearing at 6:16 p.m.

Orin Owen, Lake County resident, commented on flooding in the area and possible re-evaluation of the flood plain. He requested that stormwater be planned for and the water levels planned for appropriately.

Cindy Newton, Lake County resident, commented on the flow of water from surrounding springs and from Mount Dora Ridge and Wolf Creek branch. She emphasized the importance of stormwater management to address flooding issues.

There being no further public comment, the hearing was closed at 6:20 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Asbate, to approve Ordinance Number 25-06 on first reading. Motion passed on the following vote:

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

5.3 FIRST READING

Ordinance Number 25-07: Assignment of Future Land Use District for Parcel Alternate Key Number 2612525

Attorney Garcia read Ordinance Number 25-07 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187 F.S.; changing the Future Land Use Designation of approximately 2.86 acres of recently annexed real property at Alternate Key Number 2612525, generally located on the East side of State Road 44 opposite the intersection with Lake Joanna Drive, from Urban Low in Lake County to Mixed Commercial/Residential in the City of Eustis.

Mr. Richardson noted no additional presentation.

Attorney Garcia opened the public hearing at 6:21 p.m. There being no public comment, the hearing was closed at 6:21 p.m.

Motion made by Commissioner Holland, Seconded by Commissioner Lee, to approve Ordinance Number 25-07 on first reading. Motion passed on the following vote:

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

5.4 FIRST READING

Ordinance Number 25-08: Assignment of Design District for Parcel Alternate Key Number 2612525

Attorney Garcia read Ordinance Number 25-08 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Neighborhood design district designation to approximately 2.86 acres of recently annexed real property at Alternate Key Number 2612525, generally located on the East side of State Road 44 opposite the intersection with Lake Joanna Drive.

Attorney Garcia opened the public hearing at 6:22 p.m. There being no public comment, the hearing was closed at 6:22 p.m.

Motion made by Commissioner Holland, Seconded by Vice Mayor Ashcraft, to approve Ordinance Number 25-08 on first reading. Motion passed on the following vote:

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

6. Other Business

6.1 Credit Card Fees

Nichole Jenkins, Water Customer Service Manager, discussed the credit card processing fees paid for customers paying their utility bills. She presented a table showing the breakdown of the different processing fees the City incurs including ACH payments, checks, cash, IVR, online credit card and online e-check.

Ms. Jenkins reported that 766 customers have signed up for the paperless incentive over the past seven weeks. She indicated that represents just under 10% of their customers.

Ms. Jenkins reviewed the various payment types and provided a breakdown of the percentage of customers utilizing each type. She noted that the analysis was done prior to implementation of the paperless incentive. She explained that other departments do charge a 3% processing fee for paying with a credit or debit card. She indicated that the amount shown for monthly credit card processing fees is for all departments as Edmunds is not capable of separating out just the utility payments.

Ms. Jenkins provided a comparison with other area cities and the fees they charge. She asked the Commission for direction regarding whether to begin passing the processing fees on to the customers.

The Commission asked about non-utility transactions. They questioned if the processing fees are built into the water rates and stated they do not see a reason to pass on the fee.

Lori Carr, Finance Director, explained that the rate study was not completed due to issues with the eastern water plant. She indicated that the item on the Consent Agenda was to re-engage in the utility rate study and they will look into all of the miscellaneous rates including the credit card fees.

Mr. Carrino confirmed that the credit card fees were accounted for as a part of the rate study.

Discussion was held regarding whether to charge an additional fee with the general feeling to leave it alone due it being included in the rate study. It was suggested that it be looked at again in a year or two. It was also noted that the City should see some savings if more customers switch over to paperless billing.

The Commission further questioned not being able to break out the processing fees for the utility payments with Ms. Jenkins explaining that the processing company, FIS, goes to Edmunds with Edmunds just feeding how many total payments were done. She stated she

spoke with FIS and they have said their contract with Edmunds does not allow for the breakdown.

Ms. Carr added that part of the problem has to do with the limitation of the Finance and utility billing system that is being utilized.

Mr. Carrino stated he could try to estimate how much is coming from other locations.

Further discussion was held regarding whether the difficulty is the processing company or Edmunds.

Discussion was held regarding transferring to a different financial processing system with Ms. Carr reporting that Purchasing is working on developing an RFP.

6.2 Utility Account Liens

Ms. Jenkins reviewed the Water Customer Service collection process regarding utility liens. She explained that the City is bound to comply with the Utility Revenue Bond covenants which state that no one shall be given free or discounted water. She stated that the Water Customer Service department takes all necessary steps to collect on delinquent accounts. She noted that staff was directed to stop filing liens until the City Commission has a full understanding how the lien process works especially in relation to tenant vs. owner accounts. She provided an overview of all the steps the department takes in trying to collect overdue utility bills. She emphasized that the City never disconnects water service if the department is not open the next day. She indicated they also discontinue all disconnects the week of Thanksgiving and the week between Christmas and New Year's.

Ms. Jenkins explained that once payment is received, staff reconnects the service by 5:00 p.m. the same day. She noted that customers do have access to an emergency line and they can call with their confirmation number and get the service restored after hours; however, there is an \$85 after hours fee. She stated that the reconnection fee is added to the next month's bill. She commented that if an account remains unpaid, the meter will remain locked. She then explained the follow-up process and how it differs between tenant accounts and owner accounts. She noted that for a dwelling to be occupied without water is a code violation; therefore, code enforcement is notified if an occupied dwelling has been disconnected for nonpayment. She stated the goal is to protect the City's revenue while assisting the residents who are in financial hardship.

Ms. Jenkins explained what staff members are authorized to offer to assist customers.

Commissioner Asbate asked about rental properties and the shut-off and transfer into the landlord's name. He explained his interest and whether a tenant bill is passed on to the landowner. He expressed concern that a landowner might be held responsible for a tenant's utility bill.

Ms. Jenkins explained that every property has an account number and every owner or tenant has a subaccount number. She explained the process and how they contact the property owner regarding an unpaid tenant account. Following notification of the owner, the tenant account is stopped and the account reverts back to the owner. The tenant account is due from the tenant. If they try to open another account at a different property, they will have to pay that amount prior to opening a new account. The property owner is notified by both mail and phone call that the account will go back into the owner's name, as if the tenant moved out.

Mr. Carrino stated an amount owed by a tenant stays with the tenant not the owner and it follows the tenant to a new location. He added the City can't have a building without water

service so it is eventually changed to the owner's account and they begin accruing fees and charges at that point.

Commissioner Asbate questioned at what point is the account changed and cited the availability fee. He asked when does that availability fee begin accruing to the property owner.

Ms. Jenkins confirmed that once the account is changed over to the property owner's account, the availability charge begins accruing in their name. She opined that does give the landlord added ammunition against the delinquent tenant since most leases state they are responsible for the utilities which breaks the lease. She stated they can also keep the meter locked.

Commissioner Asbate stated that the property owner has to go through the courts to get back the connection fee.

Vice Mayor Ashcraft expressed agreement and asked if the property owner can refuse to have the account put back in their name with Ms. Jenkins responding negatively. She stated the ordinance states that any landlord in the City is responsible for the utilities. If the tenant isn't paying, after the three week process, then the landlord is responsible for the availability charge or they can pull the meter. She indicated the City does leave the meter locked.

Vice Mayor Ashcraft confirmed there is a fee to have the meter reconnected with Ms. Jenkins stating the fee to reinstall after a disconnect is \$30.

Discussion was held regarding the availability fees, the possibility of them cutting the locks on a locked meter and the difficulty in evicting a tenant.

Ms. Jenkins stated that anyone cutting a lock is guilty of meter tampering and the City can put on a different style lock that is harder to tamper with. She emphasized that in order to comply with bond covenants the City must turn off water and make every effort to collect funds including placing a lien on the property.

Commissioner Lee asked when a meter is removed with Ms. Jenkins indicating a meter would only be removed for an owner account, never for a tenant account, unless requested in writing by the property owner.

Mr. Carrino noted that some time ago he had told the Commission that the City does hold a property owner accountable for a tenant's debt and he was wrong. He indicated that, at that time, the Commission stated no more liens should be imposed until the issue is sorted out. He asked for direction regarding resuming the utility liens.

Discussion was held regarding whether to resume imposing utility liens and the types of locks utilized. Ms. Jenkins confirmed that anyone cutting a lock is charged with a crime as that is stealing water. The Commission confirmed that property owners are never liened for a tenant account.

CONSENSUS: It was a consensus of the Commission for staff to resume the utility lien program.

6.3 Discussion Regarding Backyard Chickens

Mr. Carrino introduced the discussion regarding backyard chickens and noted the distribution to the Commission of information regarding best practices.

Commissioner Asbate commented on how the City could allow a limited number of chickens. He suggested that the \$800 conditional use permit be omitted, and they could be permitted similar to fences. He suggested that staff bring back some language for consideration.

Attorney Garcia reviewed the best practices report and what other municipalities are doing. She noted most cities have more of a program with a limit on the number of permits allowed each year. She indicated they also require participants to complete an online course. She stated that the University of Florida offers an online course that only costs \$5. Some cities offer their own courses. The purpose is to ensure the chickens are kept with adequate spacing, setback requirements, materials used are friendly to the chickens and protect them from predators. She added they also have maintenance requirements and there are instructions regarding how to dispose of chickens infected with avian flu or other illness. She commented on specifications regarding construction, placement and maintenance of chicken coops. She stated that some coops would require building permits and indicated any tenant would have to have an affidavit from the property owner before obtaining a permit.

Attorney Garcia stated that it would be understood that the City's regulations would not supercede or violate any applicable deed restrictions. It would be on the applicant to be aware of those restrictions. The City would not monitor that. She recommended obtaining community input regarding where chickens would be allowed.

Discussion was held regarding other municipalities that allow chickens, how and where they are allowed, and how they are administered.

Attorney Garcia indicated that any program would be overseen by Code Enforcement.

Discussion was held regarding how many chickens are allowed in other cities and whether there are ordinances regarding dogs and cats. It was noted that additional information was needed.

CONSENSUS: It was a consensus for Commissioner Asbate to work with Mr. Carrino, Attorney Garcia and Development Services Director Mike Lane to bring forward additional information.

6.4 Discussion Regarding Potential Workshop

Mr. Carrino noted there was previous discussion regarding holding a potential workshop. He stated staff is asking for direction on workshop topics. He added he previously suggested some dates and Monday, March 31, 2025, was the date that everyone could attend. He indicated that staff needs direction on the topics and date for the workshop depending on the topics. He stated that if staff needs to develop additional information then a later date may be needed.

Commissioner Holland agreed with March 31st and stated the City has a plan and they should discuss where they go from here.

Commissioner Lee asked to go through the master plan. She stated her concern that, if it is scheduled for 5:00 p.m. they would go until midnight. She emphasized the need to spend time on it.

Discussion was held regarding holding the workshop on a Saturday with Mr. Carrino suggesting April 5th.

CONSENSUS: It was a consensus to hold the workshop on April 5th at 9:00 a.m.

Attorney Garcia asked for agenda topics and indicated she could attend the workshop.

The Commission commented on possible topics with Commissioner Ashcraft and Mayor Hawkins indicating they don't want to redo the master plan but discuss where they go from here.

Commissioner Holland suggested doing an overview of the master plan and a road plan where the master plan takes us.

Commissioner Asbate stated he would not want the workshop to be just about the three blocks but about the entire scope of that. He referred to comments by Mr. Goman that the master plan needs more detail. He stated there are key issues to be discussed such as acquiring land or building within the Central Business District, should the City purchase land, and their vision for 10 or 20 years in the future. He stated they need to add some critical details such as establishing guidelines on key infrastructure. He cited other issues that should be included in the master plan and indicated the need to get Mr. Goman's input on those issues. He agreed they should go through the entire master plan and commented on the need to determine what they want in the building standards. He stated the master plan needs to be a well-defined, actionable, road map. He emphasized that the master plan needs to be more comprehensive than just the downtown three blocks.

Mayor Hawkins agreed with reviewing the master plan in depth.

Further discussion was held regarding developing a vision and including Mr. Goman in the meeting.

Mr. Carrino asked if G3C2 should be part of the workshop.

CONSENSUS: It was a consensus to include G3C2 in the workshop and they confirmed they could attend.

7. Future Agenda Items and Comments

7.1 City Commission

Commissioner Holland asked residents to watch the State legislature and future development issues. He commented on proposed legislation that is intended to restrict home rule for cities and counties. He noted some of what is proposed affects land development and could result in massive development. He referred to the Florida League of Cities website for explanations. He stated some of the Commissioners would be going to Tallahassee to talk to the local delegation. He stated residents could talk to the legislative aides and write letters to Tallahassee. He encouraged residents to also reach out to the Commissioners with their concerns. He agreed to provide information upon their return and suggested they could include information on the City's website. He complimented Cindy Newton on her assistance with getting information out. He commented on the issue of sustainability. He stated that the Crazy Gator property is for sale. He added that the City owns the property on either side including their parking lot and encouraged the Commission to consider purchasing that property.

Commissioner Asbate asked Attorney Garcia whether the Commission could hold a shade meeting to discuss negotiating a land purchase.

Mr. Carrino responded that it can be difficult for government o negotiate land deals in Florida.

Attorney Garcia suggested they create a negotiation team and they can get an appraisal, see what funds are available and come back to the Commission if the offer is reasonable. She confirmed they cannot hold a shade meeting to discuss an offer.

Mr. Carrino commented there is a land value and a business value, which are different. He stated, if the City is interested, they should probably obtain an appraisal. He indicated that the appraisal may not come back at the asking price. He noted Mr. Goman did reach out to Crazy Gator at the City's direction.

The Commission discussed moving forward with an appraisal and authorizing Mr. Carrino to negotiate. It was noted that an appraisal on the land is not expensive but an appraisal on the value of the business would be expensive. Attorney Garcia confirmed that Mr. Carrino would have to have express authority from the Commission to negotiate but he could do the preliminary work to get a sense of what a reasonable offer would be. She noted there are other factors that would be included such as whether it would be a cash offer.

Discussion was held regarding what Mr. Carrino could negotiate with Attorney Garcia indicating they would have to discuss in a public meeting and set what their highest price would be. Attorney Garcia noted they could hold a special meeting to discuss final negotiations.

Mayor Hawkins asked Commissioner Ashcraft to be a part of the negotiations with a consensus of the Commission for that to occur.

Commissioner Lee commented on the need for the Commission to work together in a positive way to accomplish their goals.

Commissioners Ashcraft and Asbate had no further comments.

7.2 City Manager

Mr. Carrino noted there was information provided for the Commissioners to take to Tallahassee. He noted it includes the City's appropriation requests for Rosenwald Gardens and the culvert project. He commented on proposed legislation that would severely affect CRA's and issues surrounding sovereign immunity.

Mr. Carrino recommended that Fire Chief Swanson serve as Acting City Manager while he is in Tallahassee. It was a consensus of the Commission for that appointment.

Commissioner Lee noted the large butterflies placed around the City and encouraged people to take photos. She thanked staff members for all their work on getting the butterflies installed and noted more would be coming. She asked people to share their photos.

Mr. Carrino announced that the ReWorld tour would be held on Friday. He cited the need to begin scheduling budget workshops. He stated that Finance has suggested they meet five consecutive days in July which was denied. Discussion was held regarding when to hold a series of workshops or to do a Saturday workshop.

Mr. Carrino indicated he would discuss dates with the Finance Director and then get back with the Commissioners. He noted the Commission had committed to holding workshops with the Eustis Housing Authority, the Code Enforcement Board and to discuss the results of the eastern utility study.

It was agreed to try and schedule them for some time in May with the possibility of doing all three in one day.

7.3 City Attorney

Attorney Garcia commented on the need to have the Sunshine Law and ethics training which may be offered by the League of Cities. She suggested holding a workshop on a Saturday to discuss the municipal government process and policy making.

Commissioner Holland noted that the League of Cities would be holding a seminar on Monday. He stated that Florida State University also offers a sunshine law and ethics training webinar.

Attorney Garcia suggested having League of Cities come to the City to give a presentation then she could cover the other aspects of policy making and the municipal government process. She indicated she was considering a Saturday and stated she would circulate possible dates.

Mr. Carrino confirmed he would email the Commissioners with a list of all the workshops.

Attorney Garcia stated she heard from some of the Commissioners about their rules of order. She asked if they wanted her to prepare a memorandum regarding the guidelines for elected officials and procedural guidelines regarding the agendas and the meetings.

Commissioner Lee noted that they have a document that lays everything out and suggested they could review it with Attorney Garcia stating it was last revised in 2019. She noted they have a lot of discretion but it provides guidelines on the conduct of meetings. It was suggested that she go over the guidelines when they do the sunshine law and ethics workshop.

7.4 Mayor

Mayor Hawkins reported on the Eustis Police Department's Cops and Bobbers event. He noted that Florida Fish and Wildlife stocked the pond for the event. He also thanked Public Works for their assistance with the event. He complimented Public Works staff member Devin Evans who went above and beyond for 44 Gables. He noted that a resident had put it out on Facebook. He asked when the eastern plant would be brought to the Commission with Mr. Carrino responding that is still to be scheduled.

Mayor Hawkins noted that Trout Lake is located in the midst of the city and asked the Commission to consider entering into a partnership with Trout Lake Nature Center.

Commissioner Asbate suggested they could discuss that when they review the master plan. He reported on his attendance with the Mayor at the Central Florida Police Chiefs event. He noted that Chief Capri was the outgoing president. He complimented Chief Capri on his work with the organization and thanked Elena Pasek for helping organize the event.

8. Adjournment: 8:00 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 in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

CHRISTINE HALLORAN
City Clerk

WILLIE HAWKINS
Mayor/Commissioner



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: April 3, 2025

RE: Resolution Number 25-20: Annexation Agreement To Provide Water Service Outside the City Limits for 37121 County Road 452

Introduction:

Resolution Number 25-20 approves an Annexation Agreement for provision of potable water to property outside the City limits, located at 37121 County Road 452, Grand Island, FL.

Background:

Jerry and Dianna J. Cox seek water services from the City of Eustis at their property at 37121 CR 452 in the Grand Island/Lake Yale area. The 2-acre property currently has a new house under construction on it and will need basic water services before the Coxes can move in. The City has a water line that runs directly in front of their property so they are seeking to tie into that utility line.

The property is located within Lake County but not close to the City limits. By signing and submitting this application, the Coxes agree that when the City has expanded into their area, their property can be annexed. They also understand that they will be paying for water impact fees and a higher monthly fee than residents who live inside the City.

Recommended Action:

Staff recommends approval of Resolution Number 25-20.

Policy Implications:

None

Budget/Staff Impact:

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

Prepared By:

Kyle Wilkes, Senior Planner

Reviewed By:

Mike Lane, AICP, Development Services Director

RESOLUTION NUMBER 25-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; APPROVING AN ANNEXATION AGREEMENT TO PROVIDE CITY WATER SERVICE TO REAL PROPERTY LOCATED AT 37121 COUNTY ROAD 452, GRAND ISLAND, FLORIDA, OUTSIDE THE CITY LIMITS.

WHEREAS, Jerry W. and Dianna J. Cox Life Estate, legal owner of record, requested water service for real property located 37121 County Road 452, Grand Island, Florida, outside the City limits, more particularly described as:

Tax Parcel Identification Number: 29-18-26-0004-000-02700

Alternate Key Number: 1407389

BEG 455 FT N OF SE COR OF SEC, RUN W 140 FT, N 53 FT, W 135 FT, N TO S R/W LINE OF HWY 452, E'LY ALONG HWY TO SEC LINE, S TO POB ORB 949 PG 2131 ORB 6317 PG 1585

WHEREAS, the City of Eustis has water service available to serve the subject property; and

WHEREAS, the City currently provides water service to other properties in the immediate area of the subject property; and

WHEREAS, the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the Owner of the Property has requested, and the City has agreed, subject to the terms, conditions and limitations hereinafter set forth, that the City shall provide water service to the Property; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water service to the subject property; and

WHEREAS, Ordinance Number 08-09 requires a written developer's agreement approved by the City Commission on terms and conditions agreeable to the City Commission; the terms of which may include, but not be limited to...an obligation to annex into the City if not already annexed; and

WHEREAS, the attached Annexation Agreement and Developer's Agreement for Potable Water constitutes a legal contractual agreement between the City of Eustis and James D Gambrell, owner of record of the subject property and all successor owners, in accordance with Ordinance Number 08-09.

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

SECTION 1. That both the Annexation Agreement between the City of Eustis and Jerry W. and Dianna J. Cox Life Estate, attached herein and signed by said the owner on February 19, 2025, is hereby approved, and the Mayor is authorized to

execute the agreements on behalf of the City.

SECTION 2. That this Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this the 3rd day of April 2025 in regular session of the City Commission of the City of Eustis, Florida.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 3rd day of April 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-20 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
City of Eustis Development Services
4 North Grove Street
Eustis, Florida 32726

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the “Agreement”) is made and entered into by and between the CITY OF EUSTIS, a Florida municipal corporation, whose mailing address is 10 North Grove Street, Eustis, Florida 32726 (the “City”) and JERRY W. AND DIANNA J. COX LIFE ESTATE , PROPERTY OWNER, whose mailing address is 37138 Lake Yale Place, Grand Island, Florida 32735 (the “Owners”).

WITNESSETH

WHEREAS, the Owners have requested, and the City has agreed, subject to the terms, conditions, and limitations set forth in this Agreement to provide water service to the Subject Property; and

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

WHEREAS, the Owners acknowledge the City’s water and sewer rates for users outside the City limits are higher than the rates charged for users within the City; and

WHEREAS, the City has reviewed the location of the Subject Property and determined that municipal water services are available from an existing main; and

WHEREAS, the Owners acknowledge and agree that the City could suffer a loss of revenue and may be unable to ensure adequate services to its own residents if Owners were to receive City utilities without the condition of executing this Annexation Agreement; and

WHEREAS, the Owners acknowledge that the condition of executing this Annexation Agreement prior to obtaining City utilities from the City is a reasonable and lawful condition as determined by the Florida Supreme Court in *Allen’s Creek Properties, Inc. v. City of Clearwater*, 679 So. 2d 1172 (Fla. 1996); and

WHEREAS, in consideration of the City providing water service to the Subject Property, the Owners desire to voluntarily petition the City to annex the Subject Property under Section 171.044, Florida Statutes; however, at this time the City cannot annex the Subject Property because it does not currently meet the statutory requirements for voluntary annexation pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that this Agreement constitutes a petition for voluntary annexation of the Subject Property pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the Owners agree that at the time the City determines the Subject Property meets the voluntary annexation requirements pursuant to Section 171.044, Florida Statutes, and the City determines annexation of the Subject Property is in the City's best interests, the Owners shall proceed with the voluntary annexation of the Subject Property and pay all applicable fees, costs, and expenses associated therewith.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt - of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. Recitals.

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

2. Ownership.

The Owners represent that they are the present owner of the following described property (hereinafter referred to as the "Subject Property"):

Attached hereto as Exhibit "A"

3. Title Opinion/Certification.

The City will secure, at the expense of the Owners, prior to the execution and recording of this Agreement, a title opinion of an attorney licensed in Florida, a certification of an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owners and showing all liens, mortgages, and other encumbrances not satisfied or released of record. In the alternative and at the option of the Owners, the Owners will provide the City, in advance of the execution of this Agreement, a title opinion of an attorney licensed in Florida, a certification of an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owners and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

4. Annexation.

A. The Owners and the City acknowledge and agree that this Agreement constitutes a voluntary annexation petition for the Subject Property pursuant to Section 171.044,

Florida Statutes. The Owners further agree that this petition for annexation is irrevocable.

- B. At such time as the Subject Property should ever become eligible for annexation, the Owners hereby consent to the annexation of the Subject Property by, and to, the City. Notwithstanding any other provision of this Agreement, the decision as to whether annexation of the Subject Property is in the best interest of the City, and should be accomplished under this Agreement, shall be made at the sole and absolute discretion of then City Commission. Nothing in this Agreement shall be construed to create a binding obligation on the City to annex the Subject Property at any time.
- C. Eligibility for annexation shall be determined by the City in accordance with Chapter 171, Florida Statutes, the City Code and such ordinances as adopted by the City Commission. A determination by the City that the property is eligible for annexation shall be binding on the Owners. The Owners hereby waive any right to object to, or appeal, the City's decision to annex the Subject Property. Furthermore, the Owners hereby agree not to register any written or verbal opposition to the City's annexation of the Subject Property.
- D. The Owners acknowledge and agree that this Agreement does not in any way obligate or require the City to annex the Subject Property or grant to the Owners any particular land use designation that may be requested in connection with such annexation.
- E. Classification of Property upon Annexation. The Owners acknowledge and agree that any land use granted to the Owners in connection with the Subject Property shall be consistent with the terms and conditions of the Eustis Comprehensive Plan and Land Development Regulations as it may be amended from time to time.

5. Annexation Petition.

Upon written request by the City, the Owners agree to execute any and all reasonable interests to effectuate the annexation of the Subject Property, providing the City has determined, in its sole and absolute discretion, the Subject Property is eligible for annexation and such annexation is in the best interest of the City. The Owners shall have thirty (30) days to execute the instruments necessary to annex the Subject Property into the City and pay all associated fees, costs and expenses. In the event the Owners fail or refuse to execute the instrumens, this Agreement shall constitute the required Petition for Annexation pursuant to Chapter 171, Florida Statutes.

6. Utility Fees and Lines.

The Owners shall pay any and all water and/or sewer connection fees, treatment fees, and/or such other fees as may be required by the City Code or the City's regulations. Any and all such water and/or sewer lines and/or appurtenant items which are constructed or installed by the Owners shall be constructed or installed in accordance with City

requirements and specifications. The City shall have the right to inspect any and all lines and appurtenances installed by the Owners to connect to the City's water and/or sewer system.

The Owners agree to pay any and all water and/or sewer fees, charges, assessments, and other costs adopted by the City which directly or indirectly relate to the connection to, and use of, the City's water and/or sewer system.

7. Utility Easements.

So long as the easements do not materially interfere with the Owner's use and enjoyment of the Subject Property, the Owners shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including but not limited to sewer, water and reclaimed water services.

If the City deems an easement is needed for utility service to be made available to the Subject Property, any mortgagee or lienholder having an interest in the Subject Property will be required to execute a Consent and Joinder of Mortgagee/Lienholder in a form approved by the City Attorney, subordinating its mortgage or lien to the utility easements contemplated in the foregoing Agreement. The Owners must either submit a title policy or a letter from an attorney licensed to do business in Florida confirming that either there is no mortgage or lien on the property or provide the City with a properly executed a Consent and Joinder of Mortgagee/Lienholder as shown on the title certification. The title policy or letter must be issued within thirty (30) days of the execution of this Agreement.

8. Binding Effect.

This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owners and its assigns and successors in interest and the City and its assigns and successors in interest. The Owners shall pay the cost of recording this document in the Public Records of Lake County Florida. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

9. Representations.

The Owners represent and warrant that Owners possess fee simple title to the Subject Property, that Owners have full power and authority to enter into this Agreement, and that upon execution of this Agreement the same will be fully binding and enforceable according to its terms.

10. Recording.

The Owners acknowledge and agree that the City shall record this Agreement in the Public Records of Lake County, Florida, and the Owners shall pay for costs related to same.

11. Notices.

Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail return receipt requested as follows:

OWNERS

Jerry W and Dianna J. Cox Life Estate
37138 Lake Yale Place
Grand Island, Florida 32735

CITY

City Manager
City of Eustis
10 North Grove Street
Eustis, Florida 32726

Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

12. Defaults and Enforcement.

IN THE EVENT THE OWNERS FAIL TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ANY WATER SERVICE PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF WATER AND/OR SEWER SERVICE AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH WATER SERVICE BY THE CITY.

In the event enforcement of this Agreement by the City becomes necessary, and the City successful in such enforcement, the Owners shall be responsible for cost and expenses, including attorneys' fees, whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement.

13. Effective Date.

This Agreement shall be effective on the date it is last executed by the respective parties.

Annexation Agreement
Parcel ID Number 29-18-26-0004-000-02700 / Alternate Key Number 1407389
37121 County Road 452, Grand Island, Florida 32735
Page 5 of 11

14. Severability.

If any part of this Agreement is found to be invalid or unenforceable in a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

15. Miscellaneous.

- A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**
- B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns and as approved by the City Commission. Any such modification or amendment shall not be effective until recorded in the Public Records of Lake County, Florida.
- C. This Agreement is the result of a bona fide arms length negotiation between the City and the Owners. Accordingly, this Agreement will not be construed or interpreted more strictly against any one party than against any other.
- D. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Any litigation that arises under this Agreement shall be brought in the courts of Lake County, Florida.
- E. Nothing in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.
- F. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.
- G. In the event a third party institutes a legal proceeding against the City and/or the Owners, regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property or the provision of water service, then in such event the Owners shall pay all costs, fees, charges, and expenses of the City relative thereto, including but not limited to attorney's fees and paralegal fees at both the trial and appellate levels.

- H. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that City shall have the right to enforce this Agreement by an action for specific performance.
- I. As from time to time requested by the City, the Owners agree to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.
- J. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, will constitute one and the same document.
- K. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.
- L. The attached Exhibits A and B are part of this Agreement as though fully set forth in this Agreement.

IN WITNESS WHEREOF, the Owners and the City have executed this Agreement as of the day and year written below.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

OWNERS

Signature of Witness #1

Jerry W Cox

Print or Type Name of Witness #1

Signature of Witness #2

Print or Type Name of Witness #2

Signature of Witness #1

Dianna J Cox

Print or Type Name of Witness #1

Signature of Witness #2

Print or Type Name of Witness #2

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Annexation Agreement was acknowledged before me this _____ day of _____, 2025 by _____ and _____, respectively, who is / are personally known to me or produced _____ as identification and by means of physical presence or online notarization.

Notary Signature
Print Name: _____
My Commission Expires: _____

ACCEPTANCE BY CITY OF EUSTIS, FLORIDA

Willie L Hawkins
Mayor/Commissioner

This _____ day of _____, 2025.

ATTEST:

Christine Halloran, CMC, City Clerk

Approved as to form and legality:

Sasha Garcia, City Attorney

Exhibit A

Tax Parcel Identification Number: 29-18-26-0004-000-02700

Alternate Key Number: 1407389

Legal Description:

Begin 455 feet North of Southeast corner of Section 29, Township 18 South, Range 26 East, run West 140 feet, thence run North 53 feet, thence run West 135 feet, North to South right-of-way line of Highway No. 452, Easterly along Highway to Section Line South to Point of Beginning, in Lake County, Florida or Book 949 Page 2131 or Book 6317 Pake 1585.

(The foregoing legal description was copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy)

Exhibit B Location Map



Annexation Agreement
Parcel ID Number 29-18-26-0004-000-02700 / Alternate Key Number 1407389
37121 County Road 452, Grand Island, Florida 32735
Page 11 of 11



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: April 3, 2025

RE: Resolution 25-26: Resolution Authorizing Execution of Memorandum of Agreement between the City of Eustis Police Department and the United States Immigration & Customs Enforcement (ICE)

On January 20, 2025, President Donald J. Trump issued Executive Order (EO) 14159, Protecting the American People Against Invasion. This EO requires ICE to authorize State and local law enforcement officials, as the Secretary of Homeland Security determines are qualified and appropriate, under section 287(g) of the Immigration and Nationality Act to the maximum extent permitted by law.

On February 13, 2025, Governor Ron DeSantis signed two sweeping immigration bills (Florida Senate Bills 2-C and 4-C) into law which became effective immediately upon signing and at the direction of the Governor, Florida Department of Law Enforcement (FDLE) authorized state law enforcement under 287(g) Agreement, attached hereto as Exhibit "A," to be trained and approved by ICE to perform immigration enforcement duties.

Participation in the 287(g) Program is limited to LEA's only. LEAs interested in participating in the 287(g) Program must sign an MOA with ICE. LEAs will nominate officers to participate in the 287(g) Program. Nominees must possess U.S. citizenship, complete and pass a background investigation, and have knowledge of and have enforced laws and regulations related to Law Enforcement activities at their jurisdictions. Nominees will receive training at the expense of ICE related to the immigration duties pertinent to the applicable MOA.

FISCAL IMPACT

There is no fiscal impact at this time. Nominees will receive training at the expense of ICE related to the immigration duties pertinent to the applicable MOA.

RECOMMENDATION

Approval of Resolution

ATTACHMENTS

Resolution
Memorandum of Agreement as Exhibit "A"

Requesting Department: Eustis Police Department

Prepared By: Sasha Garcia, City Attorney

Reviewed By: Tom Carrino, City Manager

RESOLUTION NUMBER 25-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING ITS CHIEF OF POLICE ON BEHALF OF THE CITY, TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), A COMPONENT OF THE DEPARTMENT OF HOMELAND SECURITY (DHS), AS A PARTICIPATING U.S. GOVERNMENT AGENCY, TO PROVIDE OPERATIONAL ASSISTANCE PERTAINING TO ENFORCEMENT OF IMMIGRATION LAWS, A COPY OF WHICH IS PART HEREOF AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis, Florida wishes to enter into a Memorandum of Agreement, 287(g) Task Force Model (the "MOA"), with the United States Immigration and Customs Enforcement ("ICE"), a component of the Department of Homeland Security, regarding the nomination and certification of officers or employees of the Eustis Police Department ("EPD") to perform immigration enforcement functions as specified under the MOA.

WHEREAS, the nomination and training of EPD personnel to perform the functions specified under the MOA will be under the direction, supervision, and delegation of ICE; and

WHEREAS, the powers and jurisdiction of the EPD will not be limited by the terms of the MOA; and

WHEREAS, the scope of the duties of the EPD, including the lines of authority, are specified within the MOA; and

WHEREAS, authorization to perform immigration officer functions under the MOA is contingent upon the completion of mandatory training and examinations by the respective EPD officers and employees as administered and determined by ICE; and

WHEREAS, EPD personnel is prohibited from performing immigration-related duties under the MOA without completion and passage of the required ICE training and examinations; and

WHEREAS, the selection of EPD personnel to complete the mandatory training and examination process shall be made by the chief officer of the EPD, subject to and in accordance with the prerequisites outlined in the MOA; and

WHEREAS, personnel expenses related to the performance of duties by EPD in accordance with the MOA shall be borne by the EPD; and

WHEREAS, disclosure of information obtained or developed in accordance with the MOA is under the control of ICE and shall only be disclosed under the circumstances enumerated in the MOA, which shall not limit or excuse full compliance with applicable laws and regulations, including Chapter 119, Florida Statutes; and

WHEREAS, EPD personnel acting in accordance with the MOA are bound by all applicable federal civil rights statutes and regulations; and

WHEREAS, the MOA provides for specific procedures under which a complaint can be lodged against EPD personnel for misconduct, including violations of federal civil rights statutes and regulations; and

WHEREAS, the City Commission believes that it is in the best interests of the EPD to enter into the MOA.

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

SECTION 1.

That each of the above-stated recitals is hereby adopted and confirmed.

SECTION 2.

That the MOA is hereby approved in substantially the form attached hereto as Exhibit "A," and the Mayor is hereby authorized to direct the EPD Chief of Police to execute the MOA, once approved by the City Attorney as to form and legal sufficiency.

SECTION 3.

That the EPD is authorized to take any action which is necessary to implement this Resolution and the MOA.

SECTION 4.

That this Resolution shall become effective immediately upon adoption by the City Commission.

SECTION 5

That the MOA shall become effective immediately upon the signature of both ICE and the EPD.

DONE AND RESOLVED this 3rd day of April 2025, in regular session of the City Commission of the City of Eustis, Florida.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 3rd day of April 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-26 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

MEMORANDUM OF AGREEMENT

287(g) Task Force Model

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Eustis Police Department (EPD), pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the EPD (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents Eustis Police Department in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

I. PURPOSE

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

II. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

III. POLICY

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

IV. TRAINING AND ASSIGNMENTS

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

V. DESIGNATION OF AUTHORIZED FUNCTIONS

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

VI. RESOLUTION OF LOCAL CHARGES

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

VII. NOMINATION OF PERSONNEL

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

Revised 02/12/2025

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

VIII. TRAINING OF PERSONNEL

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

IX. CERTIFICATION AND AUTHORIZATION

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

X. COSTS AND EXPENDITURES

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

Revised 02/12/2025

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

XI. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

XII. REPORTING REQUIREMENTS

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

XIII. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at _____. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

XV. COMPLAINT PROCEDURES

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

XVI. CIVIL RIGHTS STANDARDS

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

XVII. MODIFICATION OF THIS MOA

Modifications of this MOA must be proposed in writing and approved by the signatories.

XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE’s decision to terminate a MOA will be published on ICE’s website 90 days in advance of the MOA’s termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

For ICE:

Date: _____

Date: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

APPENDIX A
POINTS OF CONTACT

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security
Immigration and Customs Enforcement
Enforcement and Removal Operations
Assistant Director for Enforcement
Washington DC

For the LEA: Eustis Police Department

51 East Norton Avenue

Eustis, Florida 32726

Chief Craig A. Capri

352-483-5400

APPENDIX B

COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the **EPD**, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

For the LEA:

Eustis Police Department

51 East Norton Avenue

Eustis, FL 32726

Chief Craig A. Capri

352-483-5400

For ICE:

Department of Homeland Security
Immigration and Customs Enforcement
Office of Public Affairs



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: April 3, 2025

RE: Resolution Number 25-27: Authorizing Execution of Mutual Aid Agreement between Eustis Police Department and Lake County Sheriff's Office

The City and LSCO have the authority under Section 23.12, Florida Statutes, *et seq*, "The Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines and provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes.

The City and LSCO have historically entered into this agreement whereby the parties receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems so as to protect the public peace and safety and preserve the lives and property of the people.

The current agreement expired on April 1, 2025. The parties seek to renew the agreement through April 1, 2029.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

Approval of Resolution

ATTACHMENTS

Resolution
Mutual Aid Agreement as Exhibit

Requesting Department: Eustis Police Department

Prepared By: Sasha Garcia, City Attorney

Reviewed By: Tom Carrino, City Manager

RESOLUTION NUMBER 25-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING THE RENEWAL OF THE COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE LAKE COUNTY SHERIFF'S OFFICE; AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE TO SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Eustis, Florida ("City") desires to renew the Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement ("Agreement") with the Lake County Sheriff's Office ("LCSO"); and

WHEREAS, the prior mutual aid Agreement expired on April 1, 2025; and

WHEREAS, the City and LSCO mutually desire to renew the Agreement; and

WHEREAS, the City and LSCO are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and intensive situations, including but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

WHEREAS, the City and LSCO have the authority under Section 23.12, Florida Statutes, *et seq*, "The Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes; and

WHEREAS, pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto, the City Commission finds renewing the Agreement is in the best interest of the public safety and welfare.

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

SECTION 1. That the Agreement in the form of the Exhibit attached hereto is approved by the City Commission.

SECTION 2. That Chief of Police of the City of Eustis is authorized and directed to execute the Agreement; and

SECTION 3. That this Resolution shall become effective immediately upon passage by the City Commission.

DONE AND RESOLVED this 3rd day of April 2025, in regular session of the City Commission of the City of Eustis, Florida.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 3rd day of April 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-27 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

**COMBINED
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT BETWEEN
THE LAKE COUNTY SHERIFF'S OFFICE AND
MUNICIPAL POLICE DEPARTMENTS IN LAKE COUNTY, FLORIDA**

WITNESSETH

WHEREAS, the below signed law enforcement agencies are so located in relation to each other that it is to their mutual advantage to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and
- (2) Intensive situations including, but not limited to natural or manmade disasters or emergencies as defined in §252.34, Fla. Stat.; and

WHEREAS, the below signed law enforcement agencies have the authority under §23.1225, Fla. Stat. to enter into a Combined Mutual Aid Agreement for Law Enforcement Service which:

- (1) Provides for rendering of operational assistance in a law enforcement emergency as defined in §252.34, Fla. Stat.; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

NOW, THEREFORE, the Parties agree as follows:

Section I: Provisions for Operational Assistance

The subscribed law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

Section II: Provisions for Voluntary Cooperation

The subscribed law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not limited to, investigating homicides, sex offenses, robberies, burglaries, thefts, gambling, motor

vehicles thefts, controlled substance violations, DUI violations, and with backup services during patrol activities, school resource officers on official duty out of their jurisdiction, school safety officers enforcing laws within 1000 feet of a school, and inter-agency task forces and/or joint investigations.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

No officer or appointee shall be empowered under this agreement to operate in the other agency's jurisdiction without prior approval of the agency head having normal jurisdiction.

The agency head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS: Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain as a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation;
4. The identity of the employees accused.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such and pursuant to this agreement, subject to the provisions of §768.28, Fla. Stat., where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

1. Employees of the aforesaid agencies when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of §23.127(1), Fla. Stat., have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
2. Each party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
3. A political subdivision that furnished equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
4. The agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.

5. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.
6. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
7. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII: LIABILITY INSURANCE

Each party shall provide for their own insurance policy or policies and any deficiency judgment rendered against them.

SECTION VIII: FORFEITURE PROVISIONS

In the event an agency seized any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action, dismiss the action and/or retain the proceeds.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until April 1, 2029. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

LAKE COUNTY SHERIFF'S OFFICE



Peyton C. Grinnell

Sheriff

Lake County Sheriff's Office

Date: 1/7/2025

CITY OF ASTATULA

Walter Hoagland
Chief of Police
Astatula Police Department
Date: _____

CITY OF CLERMONT

Charles Broadway
Chief of Police
Clermont Police Department
Date: _____

CITY OF EUSTIS

Craig Capri
Chief of Police
Eustis Police Department
Date: _____

CITY OF FRUITLAND PARK

Henry Rains
Chief of Police
Fruitland Park Police Department
Date: _____

CITY OF GROVELAND

Shawn Ramsey
Chief of Police
Groveland Police Department
Date: _____

CITY OF HOWEY-IN-THE-HILLS

Rick Thomas
Chief of Police
Howey-In-The-Hills Police Department
Date: _____

CITY OF LADY LAKE

Steven Hunt
Chief of Police
Lady Lake Police Department
Date: _____

CITY OF LEESBURG

Joseph A. Iozzi
Chief of Police
Leesburg Police Department
Date: _____

CITY OF MASCOTTE

Eric Pedersen
Chief of Police
Mascotte Police Department
Date: _____

CITY OF MOUNT DORA

Mike Gibson
Chief of Police
Mount Dora Police Department
Date: _____

CITY OF TAVARES

Sarah Coursey
Chief of Police
Tavares Police Department
Date: _____

CITY OF UMATILLA

Adam Bolton
Chief of Police
Umatilla Police Department
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: April 3, 2025

RE: Explanation of Ordinances for Annexation of Parcel with Alternate Key 2612525

Ordinance Number 25-06: Voluntary Annexation

Ordinance Number 25-07: Comprehensive Plan Amendment

Ordinance Number 25-08: Design District Assignment

SECOND READING

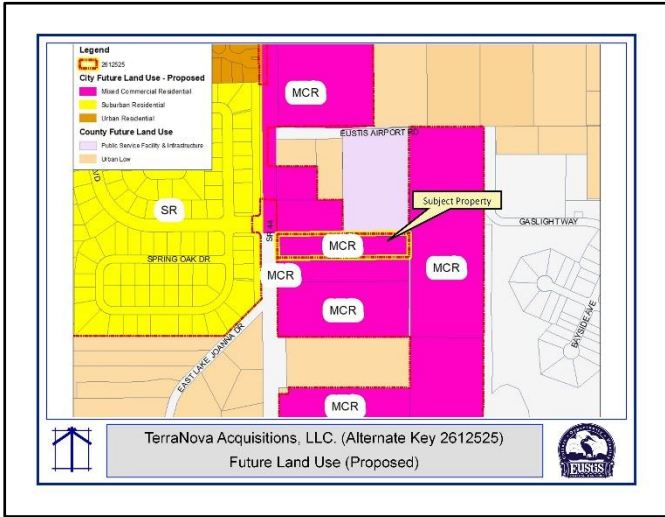
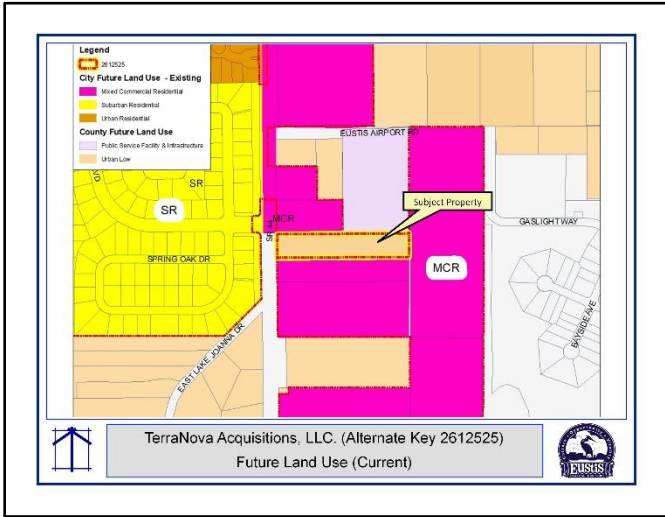
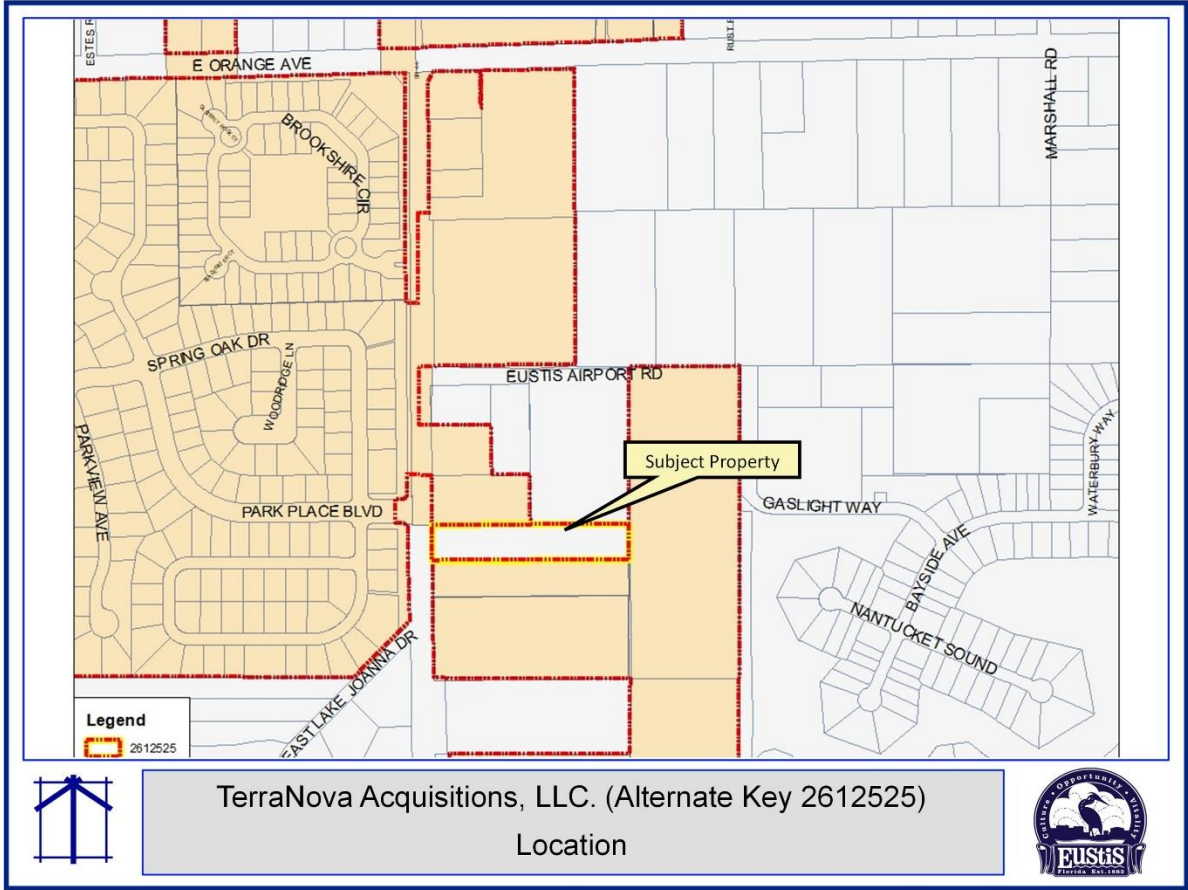
Ordinance Number 25-06: Voluntary Annexation of Parcel with Alternate Key 2162525

Introduction:

Ordinance Number 25-06 provides for the voluntary annexation of approximately 2.86 acres located on the east side of State Road 44 and across State Road 44 from its intersection with Lake Joanna Drive (Alternate Key Number 2612525). Provided the annexation of the subject property is approved, Ordinance Number 25-07 would change the Future Land Use designation from Urban Low in Lake County to Mixed Commercial Residential (MCR) in the City of Eustis, and Ordinance Number 25-08 would assign the subject property a Design District designation of Suburban Neighborhood. If Ordinance Number 25-06 is denied, then there can be no consideration of Ordinance Number 25-07 and 25-08.

Background:

1. The site contains approximately 2.86 acres and is located within the Eustis Joint Planning Area. The site is currently mostly vacant/open with one single-family structure. *Source: Lake County Property Appraisers' Office Property Record Card Data.*
2. The site is contiguous to the City on its north, south, and eastern boundaries and the western boundary across the right of way for State Road 44.
3. The site has a Lake County land use designation of Urban Low, but approval of Ordinance Number 25-07 would change the land use designation to Mixed Commercial Residential (MCR) in the City of Eustis.



Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Vacant	Urban Low (Lake County)	N/A
North	Commercial Auto Repair	MCR	Suburban Neighborhood

South	Vacant	MCR	Suburban Neighbo
East	Former Airport / Vacant	MCR	Suburban Neighborhood
West	Single-Family Subdivision	Suburban Residential	Suburban Neighborhood

Applicant’s Request

The applicant and property owner wish to annex the property, change the future land use to Mixed Commercial Residential (MCR), and assign a design district of Suburban Neighborhood. The applicant also owns the property to the south. That property is under development review and this property is intended to be added to that proposed development plan.

The current Lake County land use designation for the subject property is Urban Low. The Lake County land use designation allows for residential uses of up to four (4) dwelling units per one (1) net buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

The property owner has requested the MCR land use designation within the City of Eustis. The MCR land use provides for residential uses up to twelve (12) dwelling units per acre. The requested MCR designation permits residential and commercial uses.

Analysis of Annexation Request (Ordinance Number 25-06)

1. Resolution Number 87-34 – Joint Planning Area Agreement with Lake County:

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

The subject property is located within the Joint Planning Area. Urban services of adequate capacity are available to serve future development, consistent with the requested MCR future land use designation.
2. Florida Statues Voluntary Annexation - Chapter 171.044(1):

“The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.”

The Joint Planning Area boundaries define the reasonably compact area where the City could provide services effectively and efficiently. The subject property lies within that planning area. It is contiguous to the City limits on the western boundary, and the owner petitioned for annexation.
3. Florida Statues Voluntary Annexation - Chapter 171.044(2):

“...Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town...”

The department published notice of this annexation in the Daily Commercial in accordance with the requirements on March 10, 2025, and again on March 17, 2025.

4. Florida Statutes Voluntary Annexation - Chapter 171.044(5):

“Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”

Annexation of the subject property does not create an enclave.

5. Florida Statutes Voluntary Annexation - Chapter 171.044(6):

“Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located...”

The department provided notice to the Lake County Board of County Commissioners on March 1, 2025.

Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 25-07**)

In Accordance with Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl:

Primary Indicators of Sprawl:

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

Review of Indicators

1. Low Intensity Development:

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

This indicator does not apply. The requested future land use will provide for a higher density (12 du/acre) than the county FLU (4 du/acre) allows.

2. Urban Development in Rural Areas:

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

This indicator does not apply. The subject properties are located in an urbanizing corridor between the City of Eustis, the City of Mount Dora, and unincorporated Lake County. Properties developing along the State Road 44 Corridor between US Highway 441 and State Road 44 will most likely be of a higher intensity/density as the corridor is urbanizing.

3. Strip or Isolated Development:

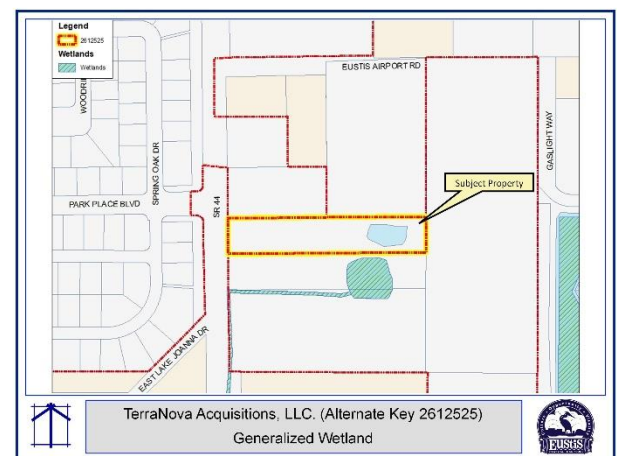
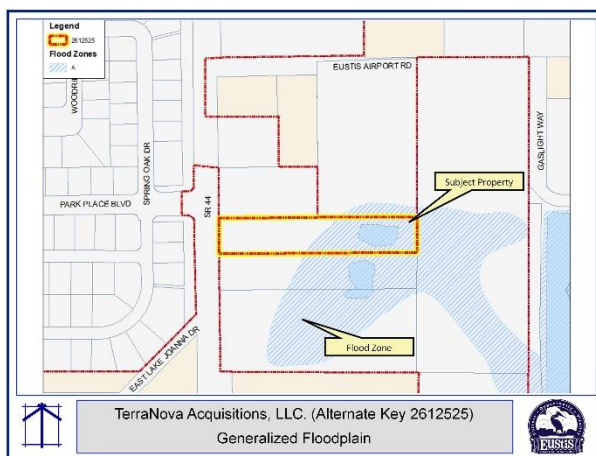
Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

This indicator does not apply. The site is within an urbanizing corridor with commercial development to the north, residential development to the west and south, and an airport to the east.

4. Natural Resources Protection:

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

This indicator does not apply. The subject property is in a floodplain and does contain a small non-wetland ponding area. The proposed development of this property as intended to be added to the Huddle 44 Townhome Subdivision as drainage area and will be required to be permitted through the appropriate agency processes. Permit approval is required before development may begin. The Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at time of development warrant such protection.



5. Agricultural Area Protection:

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

This indicator does not apply. This site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed and further developing area.

6. Public Facilities:

Fails to maximize use of existing public facilities and services.

This indicator does not apply. City water is available to the property. Development of this parcel will maximize the use and efficiency of City water service. City Sewer is available to the property and will be addressed via the site development process.

7. Cost Effectiveness and Efficiency of Public Facilities:

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

This indicator does not apply. Adequate capacity is available to serve the existing and future development consistent with the requested MCR future land use designation. The City provides these services to other properties in the area, so efficiency will improve.

8. Separation of Urban and Rural:

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

This indicator does not apply. No nearby properties contain active agricultural activities or uses. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses. The mixed-use character of the MCR land use designation and the Suburban Neighborhood design district are compatible with the existing development pattern.

9. Infill and Redevelopment:

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

This indicator does not apply. This property is a logical extension of development for the city.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. The site is surrounded by single-family development on the adjacent properties, which is consistent with permitted uses in the area. A variety of other uses are evident, including various commercial uses, Within .25 to .5 miles of the subject property.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

This indicator does not apply. The Land Development Regulations include provisions to provide adequate accessibility and linkages between related uses. Development Services will ensure compliance with these standards at the time of development review.

12. Open Space:

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

This indicator does not apply. The site does not contain functional open space and is not connected to regionally important open space.

13. Urban Sprawl:

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

a. Direction of Growth:

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

The site is adjacent to existing urban/suburban development patterns and is a logical extension of the urban development boundary. The Comprehensive Plan and Land Development Regulations have provisions to protect natural resources and ecosystems at time of site plan approval.

b. Efficient and Cost-Effective Services:

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

Water and Sewer service is available.

c. Walkable and Connected Communities:

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

At the time of development, the site must meet the City's Land Development Regulations relating to connection and sidewalks. State Road 44 is not City infrastructure and does not currently have a sidewalk system. Interconnectivity to existing and future uses will be a challenge.

d. Water and Energy Conservation:

Promotes the conservation of water and energy.

The development of the site must meet City development and Florida Building Code standards that will require energy and water-efficient appliances.

e. Agricultural Preservation:

Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

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

f. Open Space:

Preserves open space and natural lands and provides for public open space and recreation needs.

This is not applicable. The site does not provide functional open space or natural areas.

g. Balance of Land Uses:

Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

The proposed land use allows for both residential and commercial uses. Existing commercial development exists in close proximity to serve the residential population.

h. Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

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

amendment including, but not limited to, the effect of the land use change on either the internal consistency or fiscal structure of the Plan.

Major Categories of Plan Policies:

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

1. **General Public Facilities/Services:**

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

a. **Emergency Services Analysis:**

Eustis emergency services already provide emergency response to other properties in the area. Any development consistent with the MCR future land use designation would not have a significant negative impact on the operations of Eustis emergency services.

b. **Parks & Recreation:**

In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population of 20,015. The current population is 24,500. Pursuant to comprehensive plan policy and Land Development Regulation, residential development will be required to provide on-site park amenities.

c. **Potable Water & Sanitary Sewer:**

Water and sewer are available to the subject property. Both the water and sewer systems have adequate capacity to serve the development of the property.

d. **Schools:**

The proposed change should not negatively impact schools. At the time of development application verification of capacity will be required from Lake County Schools.

e. **Solid Waste:**

The City contracts with Waste Management for the hauling of solid waste. The company already services properties in the general area of the subject property. Serving this property will increase efficiency in the delivery of services.

f. **Stormwater:**

The Comprehensive Plan and Land Development Regulations include the level of service standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.

g. Transportation Network Analysis:

This potential added residential development is considered to have no negative impacts on the existing transportation system. At this time, the adjacent transportation network (SR 44) has the capacity to serve the proposed MCR property, even at a maximum development standard, without negatively affecting the adopted level of service.

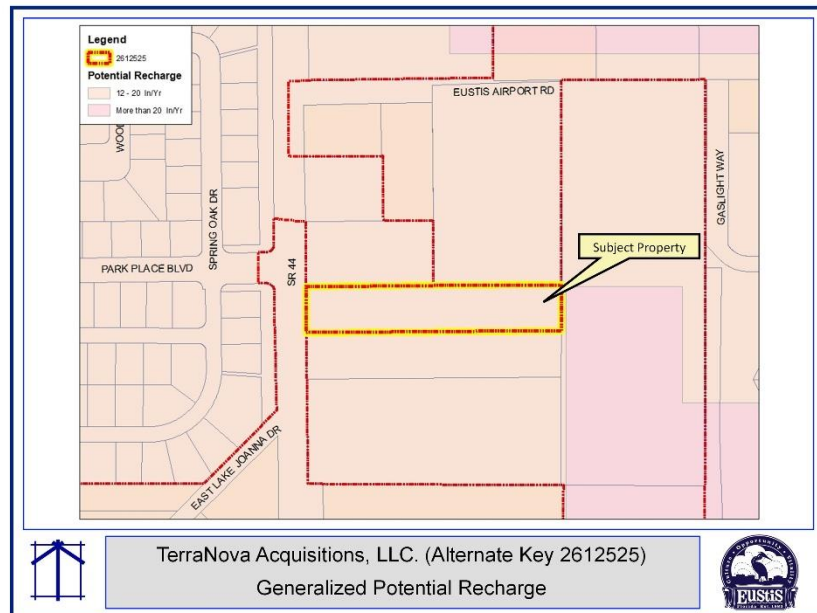
Prior to the development of the property, site plan approval amongst other approvals will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts.

2. Natural Resources/Natural Features:

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

a. Groundwater recharge areas:

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



b. Historical or archaeological sites:

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

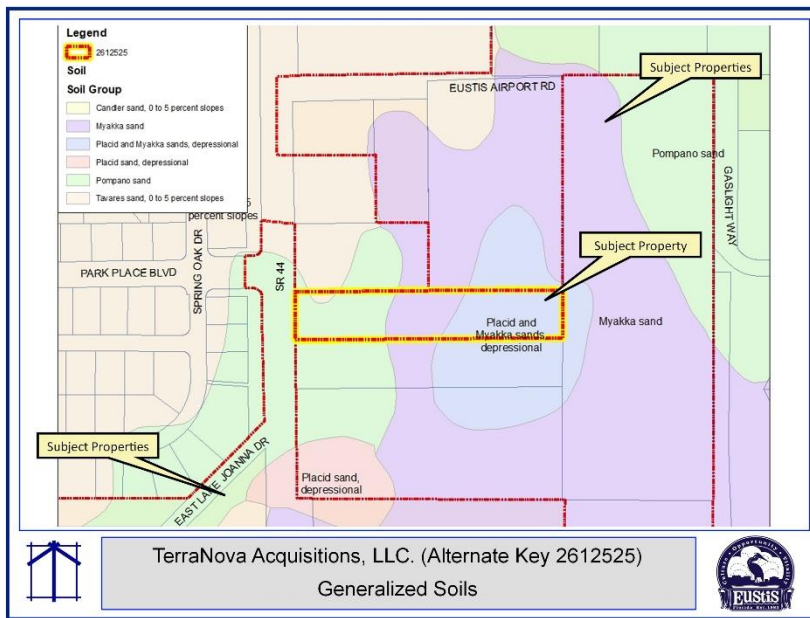
c. Flood zones:

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

d. Soil and topography:

The site soils are a mix of Myakka, Placid, and Pompano sands. These sands are all typically poorly drained soils. At the development application stage, soils and geotechnical reports will be required as part of the application packages as well as for permitting for development with the applicable state agencies.

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



3. Comprehensive Plan Review:

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

Existing Land Use According to the Lake County Comprehensive Plan:

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

This category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities. Within this category any residential development in excess of 10 dwelling units shall be

required to provide a minimum 25% of the net buildable area of the entire site as open space.

The maximum intensity in this category shall be 0.25, except for civic institutional uses which shall be 0.35. The maximum Impervious Surface Ratio shall be 0.60.”

Proposed Land Use According to the Eustis Comprehensive Plan:

Mixed Commercial / Residential (MCR)

This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses.

General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted.

Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre.

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

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

Residential: 15% - 25% of total MCR acreage

Commercial/Office: 75% - 85% of total MCR acreage

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

Special Provisions:

(1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:

- a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;*
- b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;*
- c. the arterial road frontage contains an existing mix of viable commercial and residential uses;*

d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;

(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Comparison of Lake County Development Conditions

The existing Lake County future land use designation of the property is Urban Low, which provides for a range of residential development in addition to civic, commercial and office uses at an appropriate scale and intensity to serve this category. Allowable density and intensity in Urban Low is a maximum of 4 dwelling units per acre and intensity of 0.25 to 0.35 floor area ratio, with the sum of residential density and non-residential intensity not exceeding 100%.

Residential: Lake County limits residential development to 4 du/acre while the MCR would allow 12 du/acre.

Proposed Residential Land Uses.

The City shall limit these uses adjacent to incompatible commercial or industrial lands unless sufficient mitigation, such as buffering and setbacks is provided and available, which lessens the impact to the proposed residences.

Not applicable. The area already includes a mix of uses including single-family residential and commercial. This proposed development would be adequately distanced from the commercial to the south.

Proposed Non-Residential Land Uses.

The City shall generally not permit new industrial uses to be located adjacent to existing or planned residentially designated areas.

Not applicable.

1. Transportation:

Each application for a land use designation amendment will be required to demonstrate consistency with the Transportation Element of the adopted Comprehensive Plan.

This potential added residential development is considered to have no negative impacts on the existing transportation system. At this time, the adjacent transportation network (SR 44) has the capacity to serve the proposed MCR property, even at a maximum development standard, without negatively affecting the adopted level of service.

2. Water Supply:

Each application for a land use designation amendment will be required to demonstrate that adequate water supplies and associated public facilities are (or will be) available to meet the projected growth demands.

City water service and other services are available. The City's adopted Water Supply Plan anticipated additional growth consistent with this development, so both supply and capacity are available.

In Accordance with Chapter 102-16(f), Land Development Regulations

Standards for Review:

In reviewing the application of a proposed amendment to the comprehensive plan, the local planning agency and the city commission shall consider:

a. *Consistent with Comprehensive Plan:*

Whether the proposed amendment is consistent with all expressed policies the comprehensive plan.

The proposed amendment is consistent with the Comprehensive Plan.

b. *In Conflict with Land Development Regulations:*

Whether the proposed amendment is in conflict with any applicable provisions of these land development regulations.

The proposed amendment is not in conflict with the Land Development Regulations. At the time of development, there will be further review for compliance.

c. *Inconsistent with Surrounding Uses:*

Whether, and the extent to which, the proposed amendment is inconsistent with existing and proposed land uses.

City commercial uses are located to the north within 300 feet of the property and residential uses are located in the surrounding area with varying densities. The proposed MCR does allow for greater densities than the current surrounding residential.

d. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

The applicant wishes to annex the property into the City limits of Eustis. Assignment of a City of Eustis future land use designation is required. Upon annexation, the subject property will have a full array of municipal services, including central water. These changed conditions warrant a change in the land use designation.

e. *Demand on Public Facilities:*

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

City water and sewer services are available and, in close proximity to the site. Adequate capacity is available to serve future development consistent with the requested Mixed Commercial/Residential future land use designation.

Upon annexation, the City will also provide other services such as fire and protection, library services, parks, and recreation. The City provides these services to other properties in the area, so efficiency will improve.

f. Impact on Environment:

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

The site contains no apparent natural resources and is not connected to significant open space.

g. Orderly Development Pattern:

Whether, and the extent to which, the proposed amendment would result in an orderly and logical development pattern, specifically identifying any negative effects on such pattern.

The site is contiguous to the City limits. The annexation would create a logical development pattern as it extends the City limits to a more natural boundary in this area (SR 44 Corridor). This would further the eventual goal of a Eustis area under one local government jurisdiction.

The requested MCR future land use designation, coupled with a Suburban Neighborhood design district designation, provides for a consistent development transect.

The requested land use provides for a transition in density and intensity from City of Eustis Suburban Residential to the west.

h. Public Interest and Intent of Regulations:

Whether the proposed amendment would be consistent with or advance the public interest, and in harmony with the purpose and intent of these land development regulations.

The purpose and intent of the Land Development Regulations is as follows:

“The general purpose of this Code is to establish procedures and standards for the development of land within the corporate boundaries and the planning area of the city, such procedures and standards being formulated in an effort to promote the public health, safety and welfare and enforce and implement the city's comprehensive plan, while permitting the orderly growth and development with the city and Eustis planning area consistent with its small-town community character and lifestyle.”

The requested designation of MCR land use will provide for orderly growth and development. This designation would advance the public interest by potentially providing additional housing or commercial options, and the application of the LDRs to future development will ensure consistency with the community character and lifestyle of the city.

i. Other Matters:

Any other matters that may be deemed appropriate by the local planning agency or the city commissioners, in review and consideration of the proposed amendment.

No other matters.

Applicable Policies and Codes

1. Resolution Number 87-34

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

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

- ### 3. Comprehensive Plan – Mixed Commercial Residential (MCR):
- This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses. General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted. Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre. Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows: Residential: 15% - 25% of total MCR acreage Commercial/Office: 75% - 85% of total MCR acreage. The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met. Special Provisions:
- (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
 - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
 - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
 - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
 - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
 - (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.
- ### 4. Land Development Regulations Section 109-5.5(b)(1):
- The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods

- 5. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: T land use has a maximum density of 12 units to one acre. The MCR designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses, and provide for mixed-use development.

Analysis of Design District Request (**Ordinance Number 25-08**):

Form-Based Code:

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

1. *Standards for Review:*

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

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

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

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

b. *Sec. 109-3.4. Suburban development pattern intent statements:*

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

Design districts – Suburban Neighborhood

- a. Definition. Predominately residential uses with some neighborhood-scale commercial services.
- b. Structure. Interconnected trails, bikeways, and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
- c. Form. Mix of detached residential uses with some neighborhood-supporting retail, parks and civic spaces as focal points in the neighborhoods.

The Suburban development patterns statement above indicates that residential uses are primarily located on streets with fewer vehicle connections. A Suburban Neighborhood designation follows the district pattern and intent outlined in

Land Development Regulations and is consistent with the existing transe area.

c. **Section 102-17(a)**

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

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

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

d. **Consistent with Comprehensive Plan:**

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

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

e. **Consistent with Surrounding Uses:**

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

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

f. **Changed Conditions:**

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

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

g. **Public Facilities.**

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

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

h. *Impact on Environment:*

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

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

i. *Property Values:*

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

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

j. *Orderly Development Pattern:*

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

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

k. *Public Interest and Intent of Regulations:*

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

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

l. *Other Matters:*

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

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

Applicable Policies and Codes

6. Resolution Number 87-34

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

7. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

8. Comprehensive Plan – Mixed Commercial Residential (MCR): This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses. General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted. Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre. Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows: Residential: 15% - 25% of total MCR acreage Commercial/Office: 75% - 85% of total MCR acreage. The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met. Special Provisions: (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:

- a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
- b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
- c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
- d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;

(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

9. Land Development Regulations Section 109-5.5(b)(1): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.

10. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: T land use has a maximum density of 12 units to one acre. The MCR designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses, and provide for mixed-use development.

Recommended Action:

Development Services has found the proposed annexation, Future Land Use, and Design District designation consistent with the Comprehensive Plan and with the surrounding and adjacent land uses; therefore, it recommends approval of Ordinance Numbers 25-06, 25-07, and 25-08.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 25-06 (Annexation), 25-07 (Comp. Plan Amendment), and/or 23-04 (Design District Designation).
2. Deny Ordinance Numbers 25-06, 25-07, and 25-08.

Budget/Staff Impact:

There would be no direct costs to the City beyond the normal City services. There would be no additional staff time beyond the normal review process.

Prepared By:

Jeff Richardson, AICP, Deputy Development Services Director

Reviewed By:

Mike Lane, AICP, Development Services Director

ORDINANCE NUMBER 25-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 2.86 ACRES OF REAL PROPERTY AT LAKE COUNTY PROPERTY APPRAISER'S ALTERNATE KEY NUMBERS 2612525, GENERALLY LOCATED ON THE EAST SIDE OF STATE ROAD 44 OPPOSITE THE INTERSECTION WITH LAKE JOANNA DRIVE.

WHEREAS, Joe Hoffer has made an application for voluntary annexation, on behalf of TerraNova Acquisitions, LLC, the property owner, for approximately 2.86 acres of real property located on the east side of State Road 44 and across State Road 44 from its intersection with Lake Joanna Drive, more particularly described as:

Parcel Alternate Key: 2612525

Parcel Identification Numbers: 08-19-27-0004-000-04200

Parcel 1

FROM SW COR OF SE 1/4 RUN N 89DEG 24MIN E 870 FT, N 0DEG 36MIN W 500.04 FT TO POB, CONT N 0DEG 36MIN W 150 FT, S 88DEG 43MIN 45SEC W 880.03 FT TO CENTER OF SR S-44B, S 01DEG 28MIN 30SEC E 150 FT, N 88DEG 43MIN 45SEC E 825.47 FT TO POB--LESS R/W OF SR 544B-- ORB 4618 PG 911 ORB 4705 PG 1374

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

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

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

WHEREAS, on March 20, 2025, the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on April 3, 2025, the City Commission held the 2nd Public Hearing to consider the voluntary annexation of the property contained herein

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

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 2.86 acres of real property, as described above.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

That this Ordinance shall become effective upon passing.

SECTION 7.

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

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 3rd day of April, 2025.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 3rd day of April 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

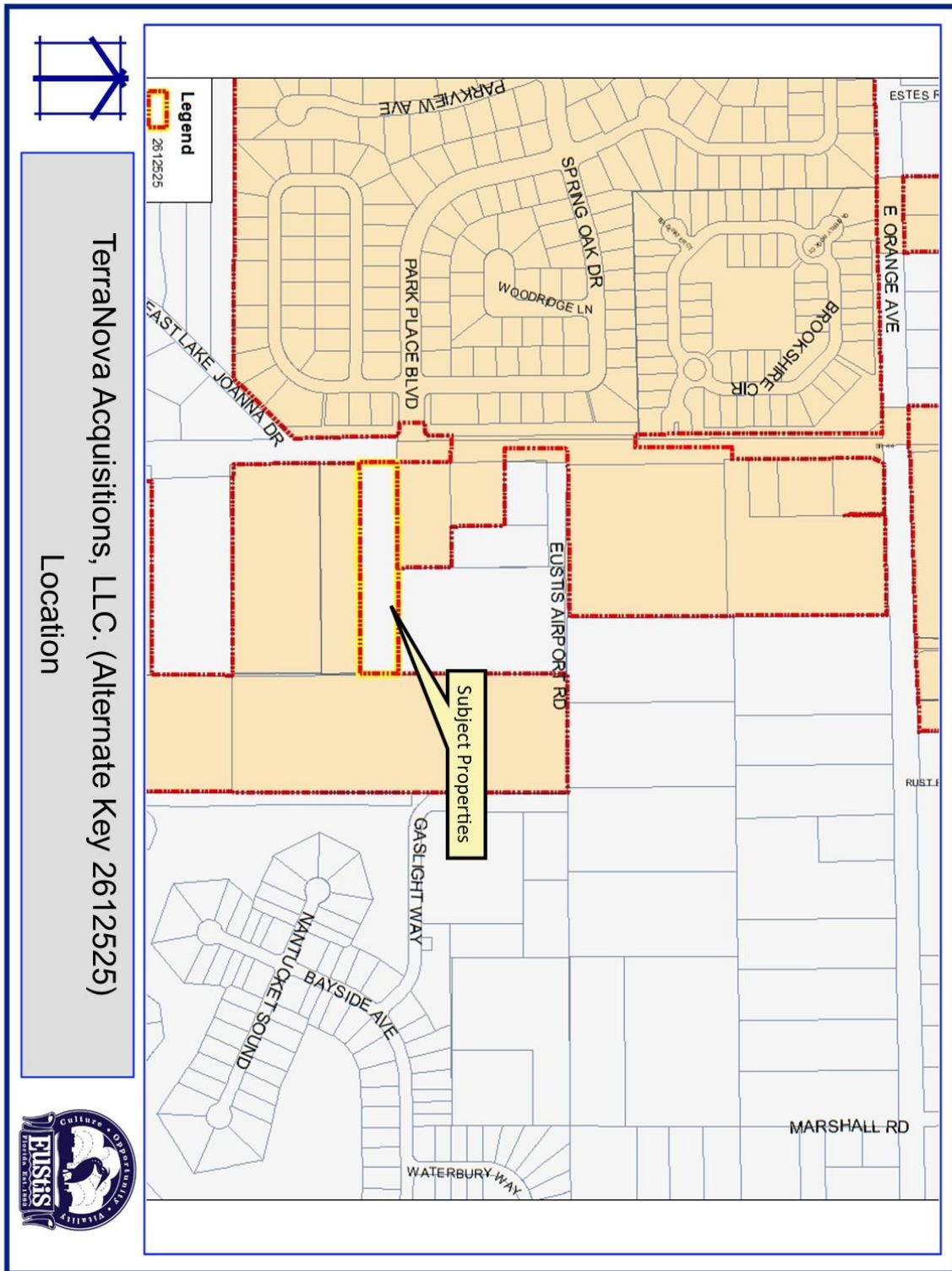
City Attorney's Office Date

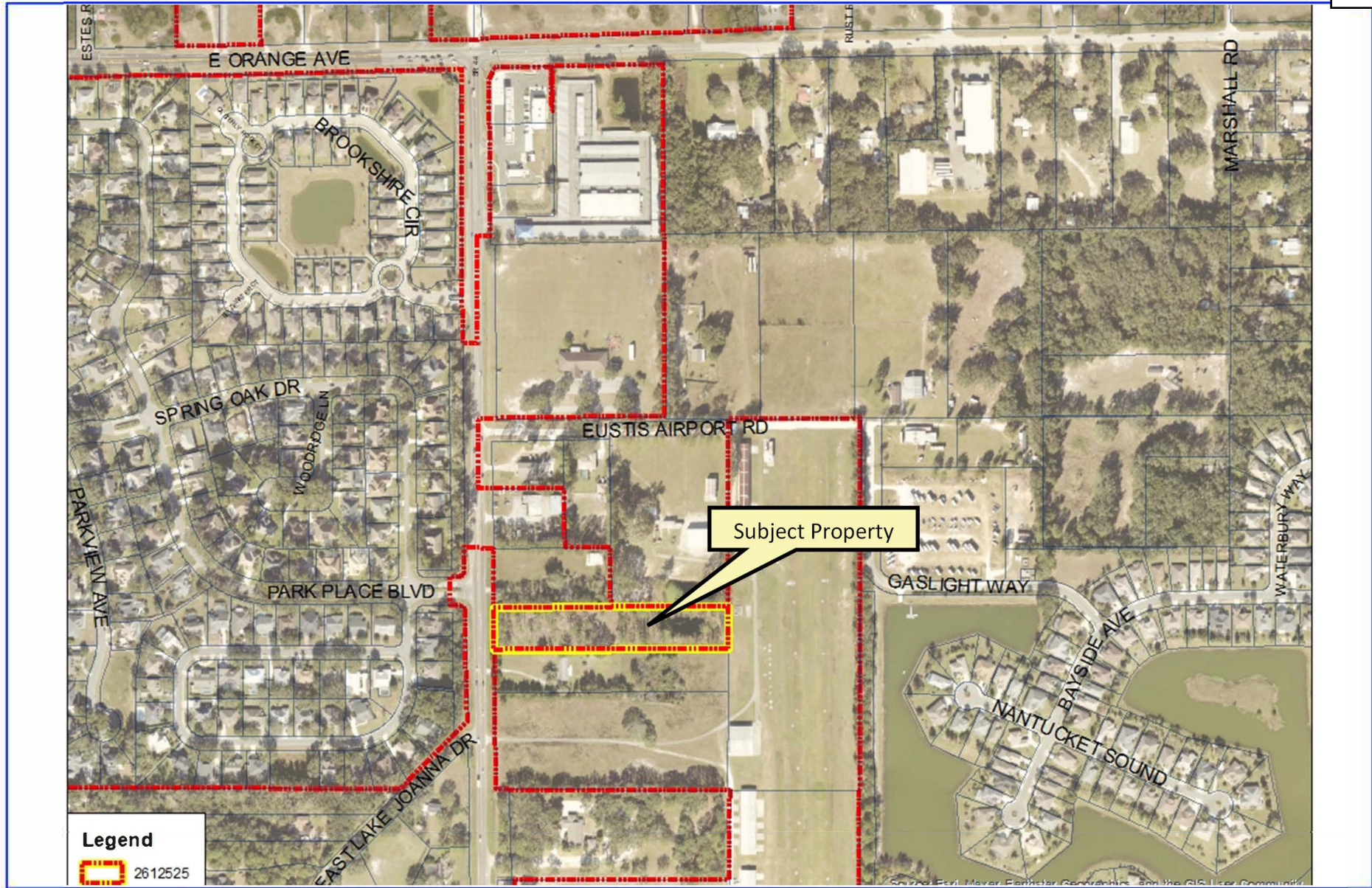
CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-06 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk Date

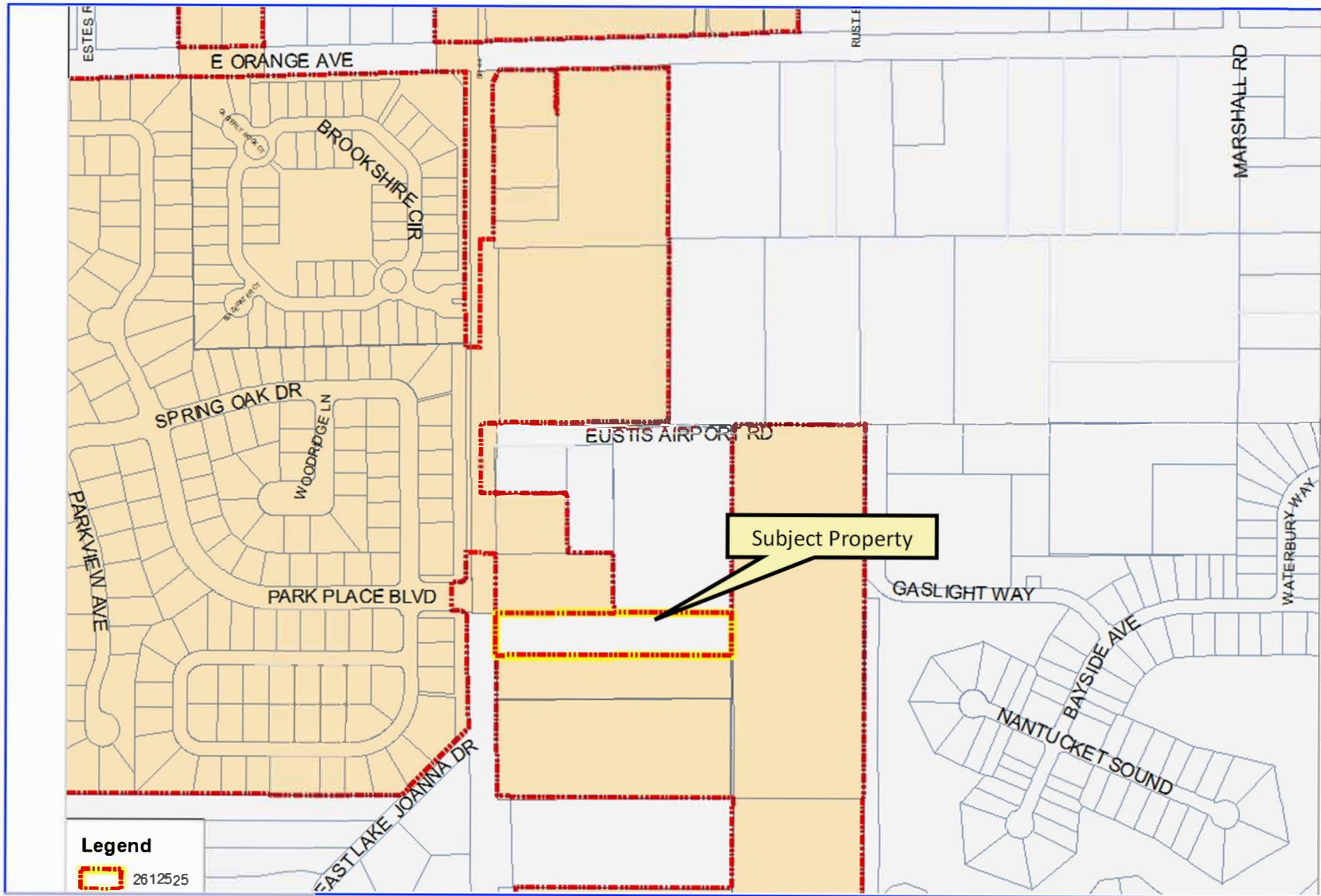
EXHIBIT A




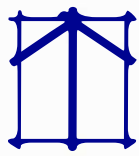


TerraNova Acquisitions, LLC.
Aerial Location






Legend
 2612525






TerraNova Acquisitions, LLC. (Alternate Key 2612525)
 Location





Legend

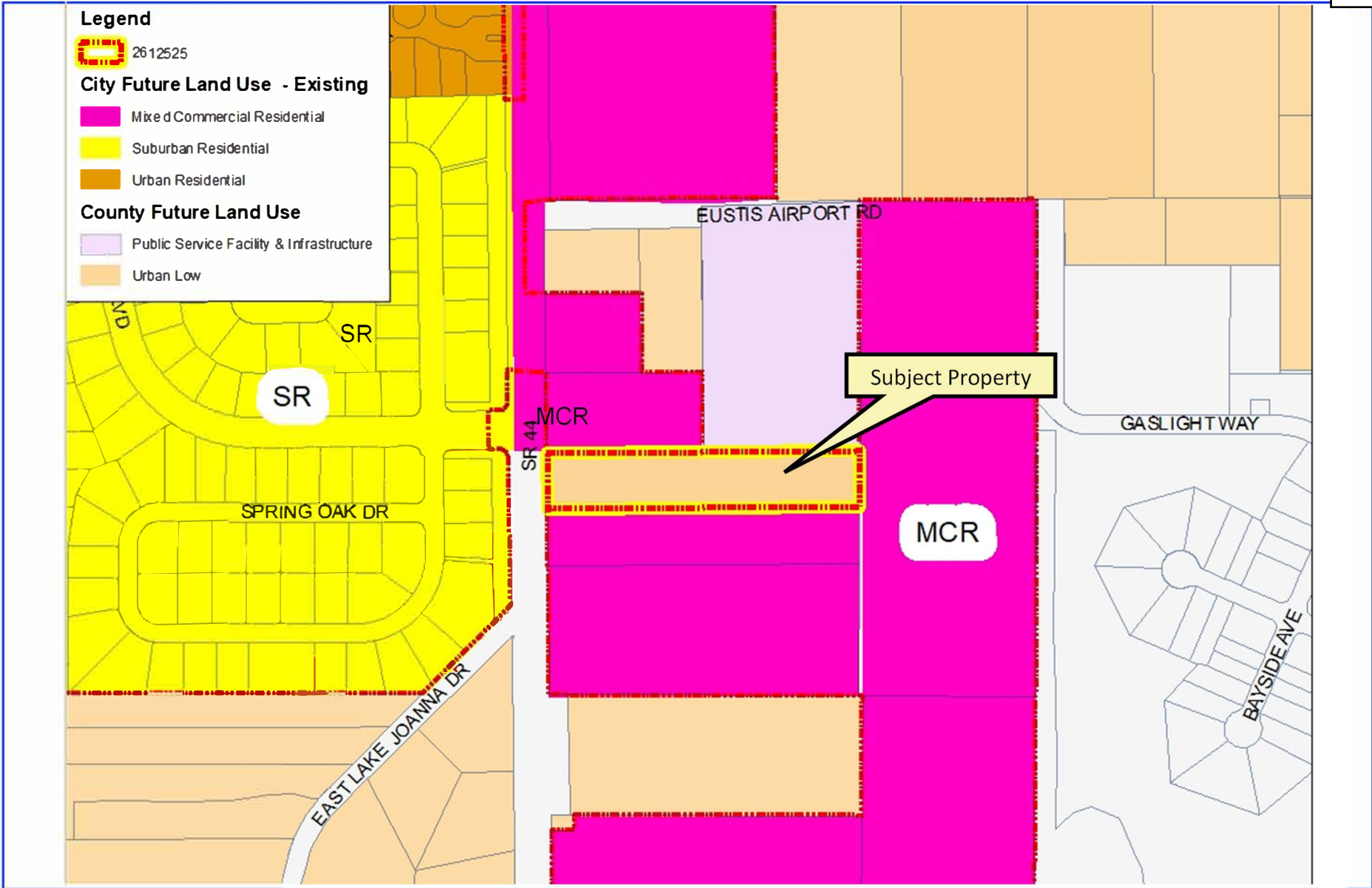
 2612525

City Future Land Use - Existing

-  Mixed Commercial Residential
-  Suburban Residential
-  Urban Residential

County Future Land Use

-  Public Service Facility & Infrastructure
-  Urban Low









Subject Property

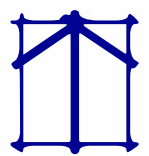
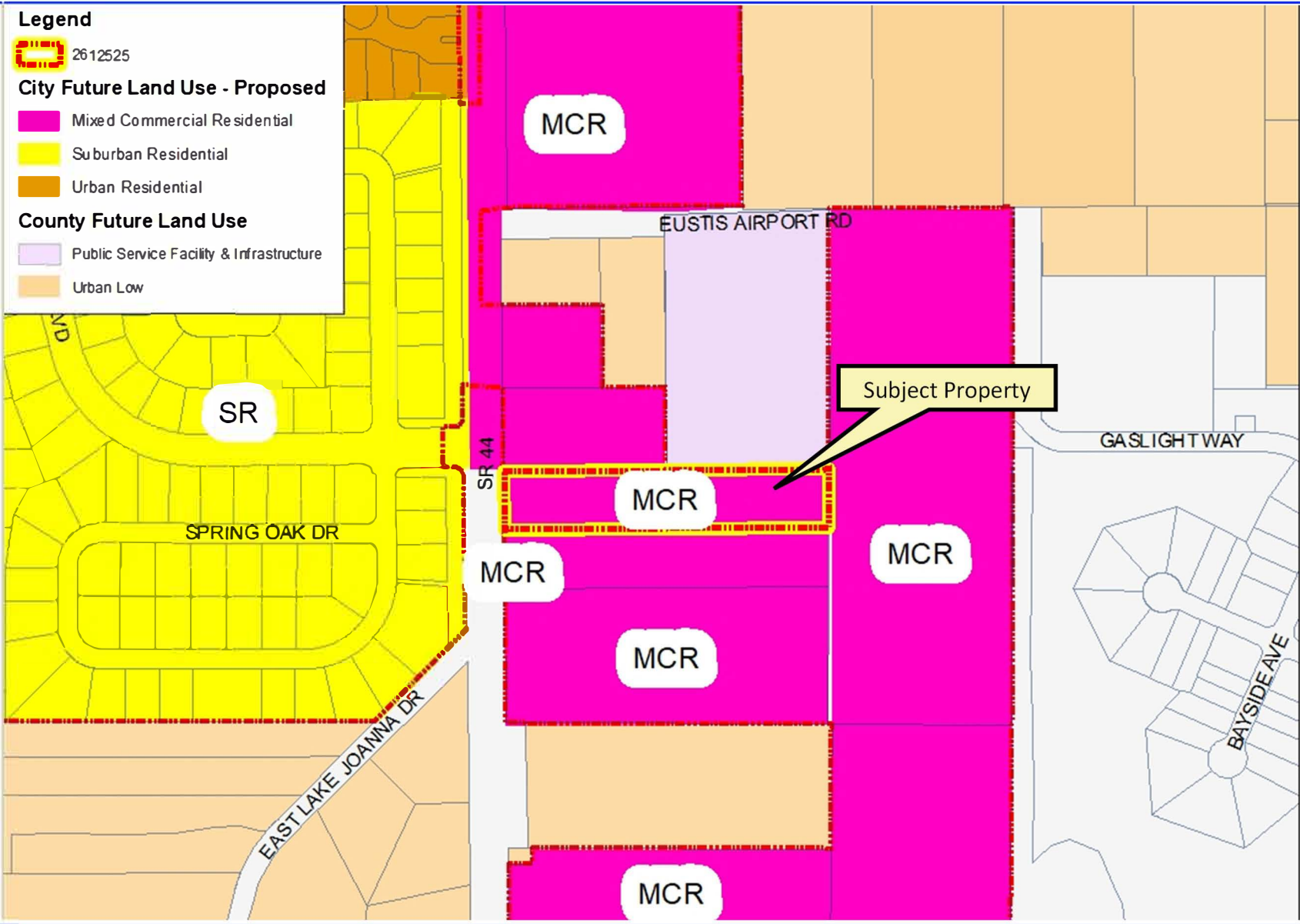


TerraNova Acquisitions, LLC. (Alternate Key 2612525)
 Future Land Use (Current)



Legend

-  2612525
- City Future Land Use - Proposed**
 -  Mixed Commercial Residential
 -  Suburban Residential
 -  Urban Residential
- County Future Land Use**
 -  Public Service Facility & Infrastructure
 -  Urban Low



TerraNova Acquisitions, LLC. (Alternate Key 2612525)
Future Land Use (Proposed)

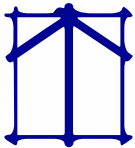
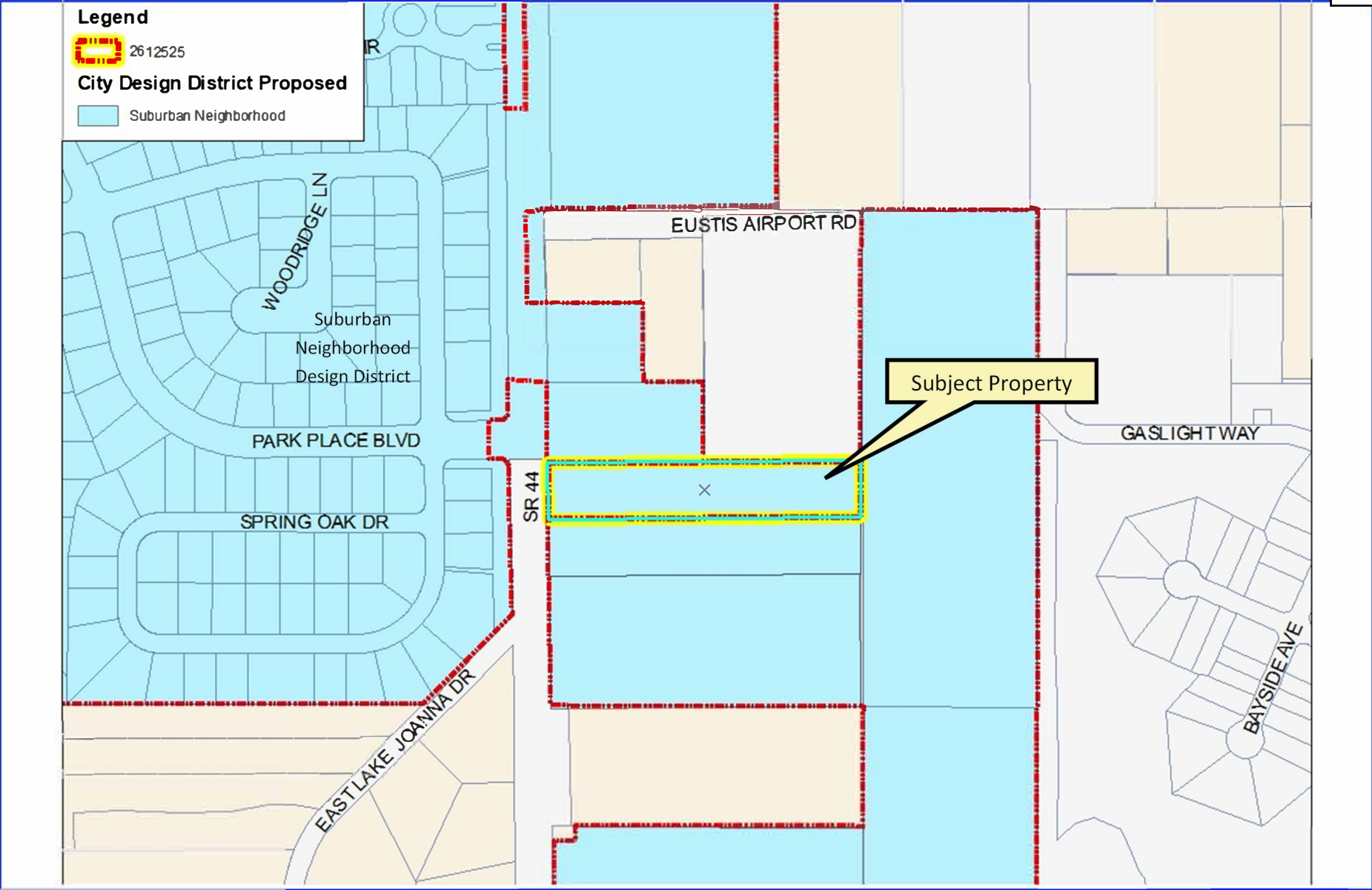


Legend

 2612525

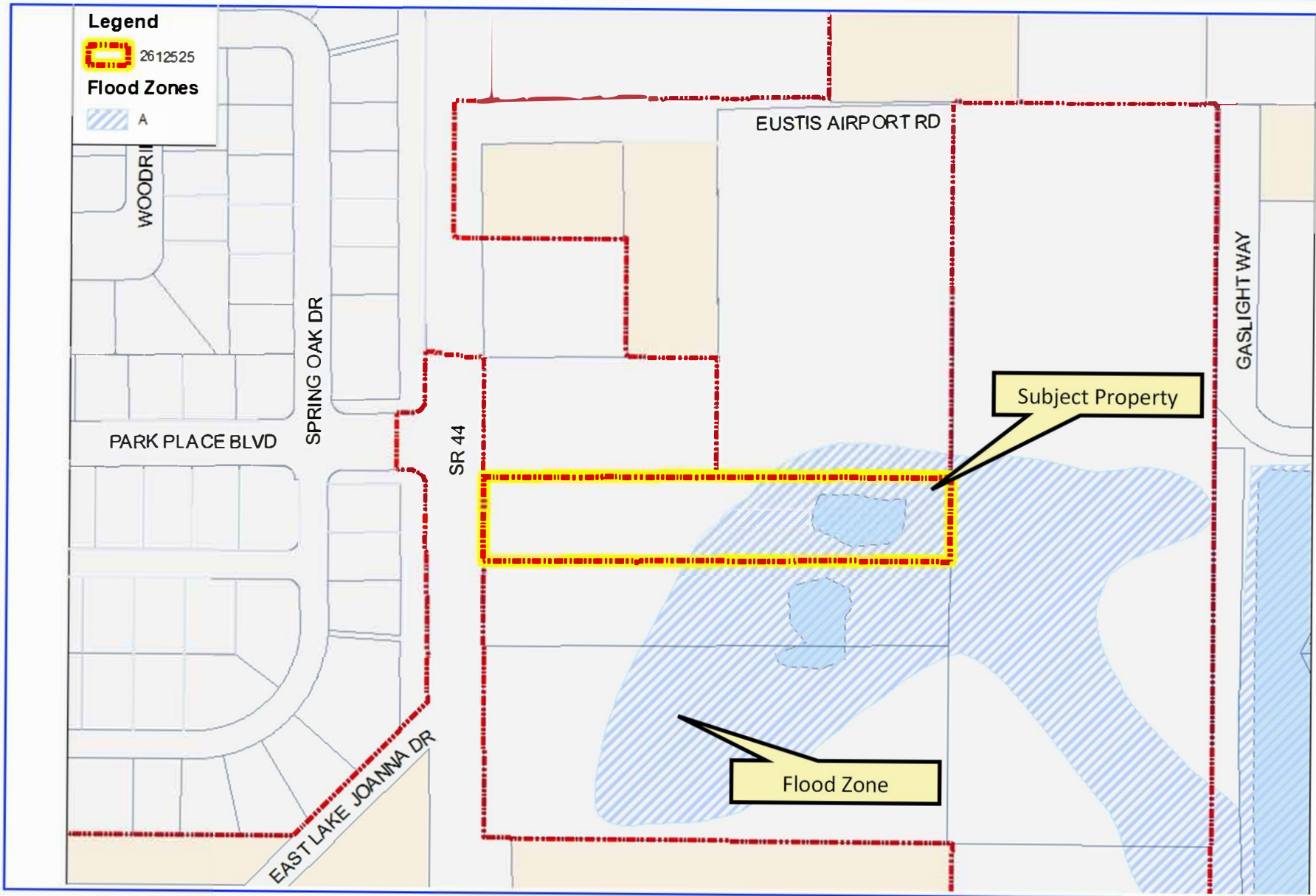
City Design District Proposed

 Suburban Neighborhood



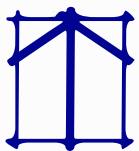
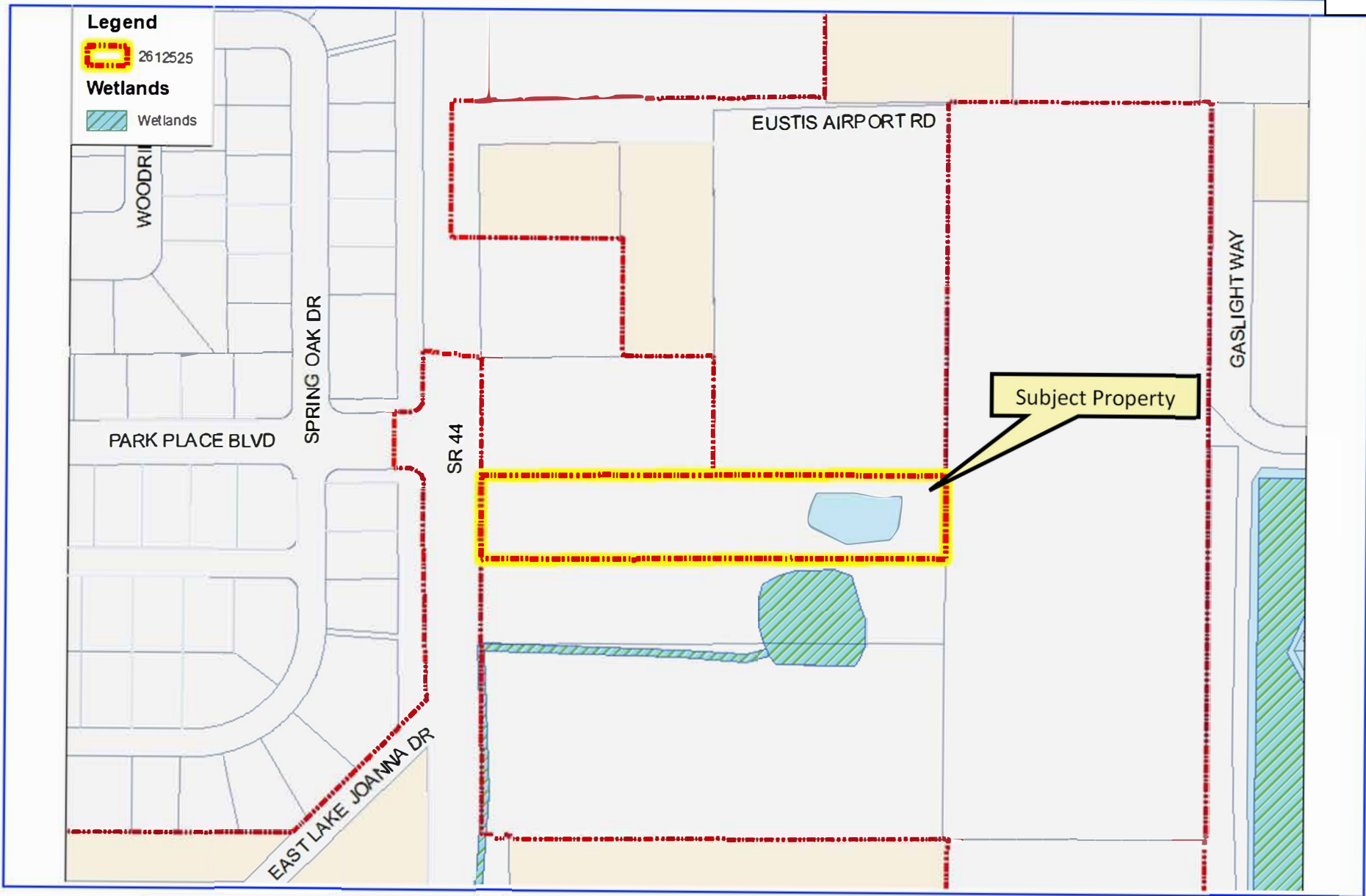
TerraNova Acquisitions, LLC. (Alternate Key 2612525)
Design District









TerraNova Acquisitions, LLC. (Alternate Key 2612525)
Generalized Floodplain

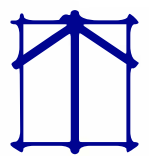
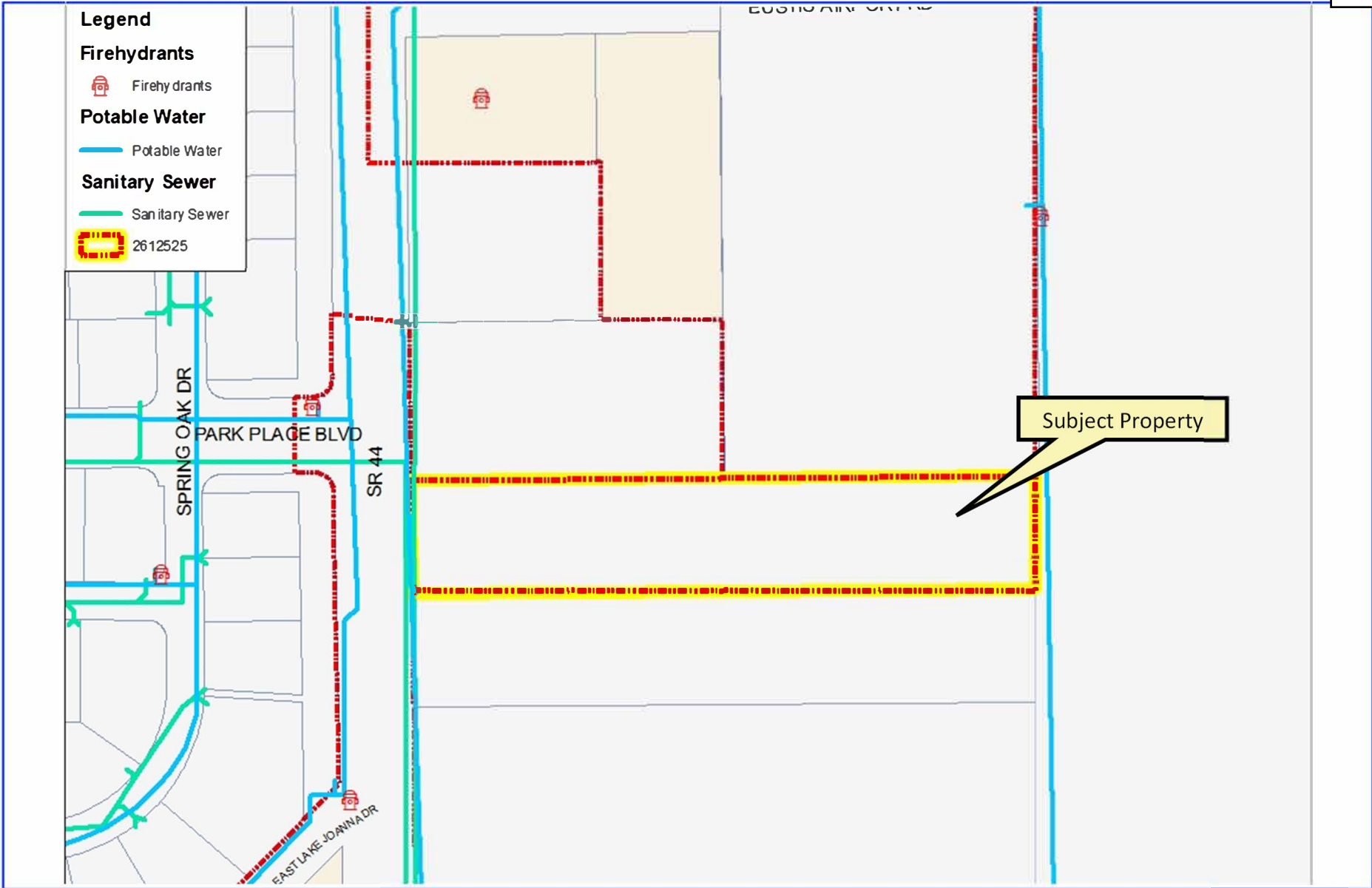




TerraNova Acquisitions, LLC. (Alternate Key 2612525)
Generalized Wetland



- Legend**
-  Firehydrants
 -  Potable Water
 -  Sanitary Sewer
 -  2612525



TerraNova Acquisitions, LLC. (Alternate Key 2612525)
Generalized Utilities









Legend

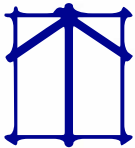
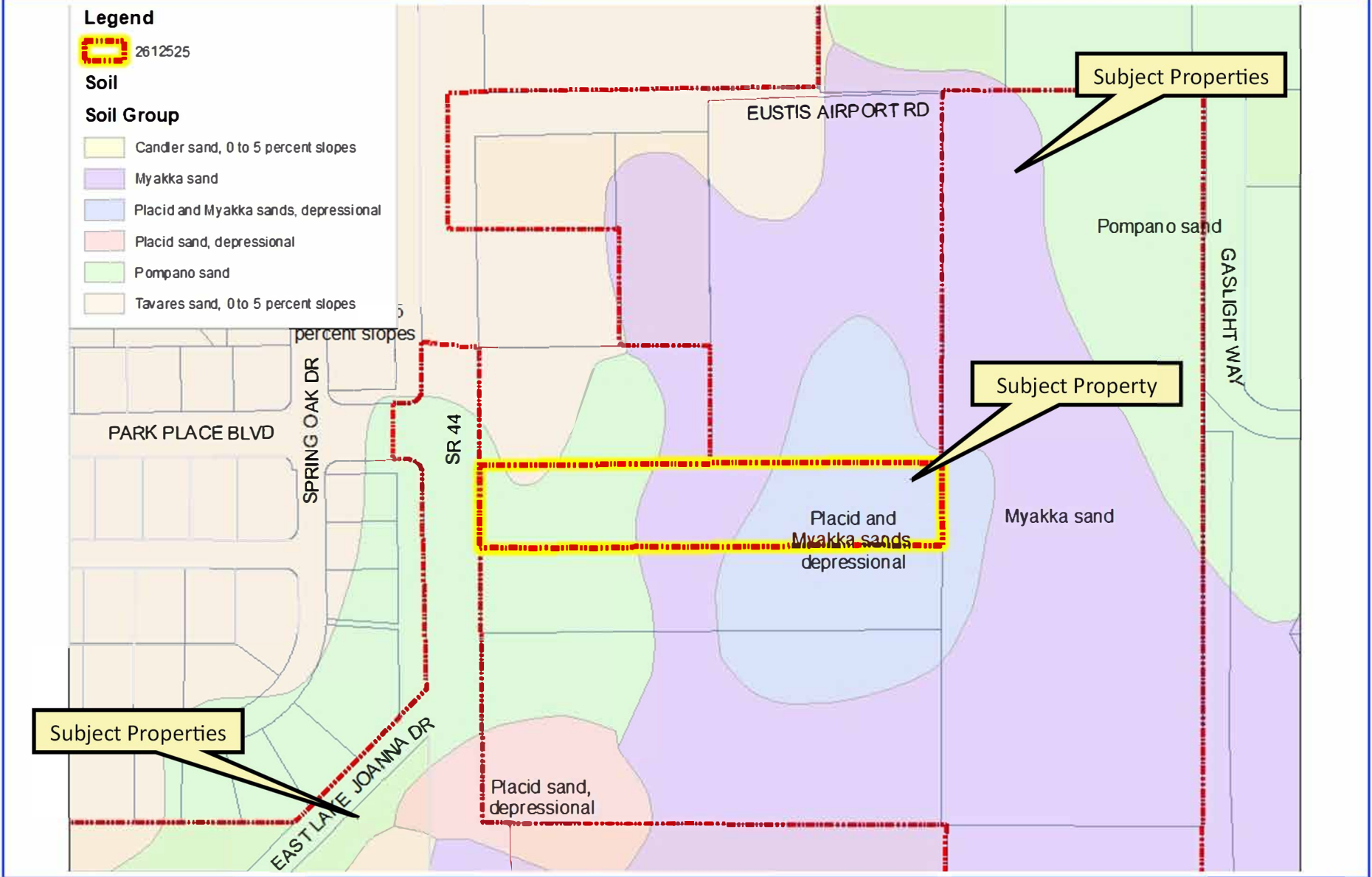


2612525

Soil

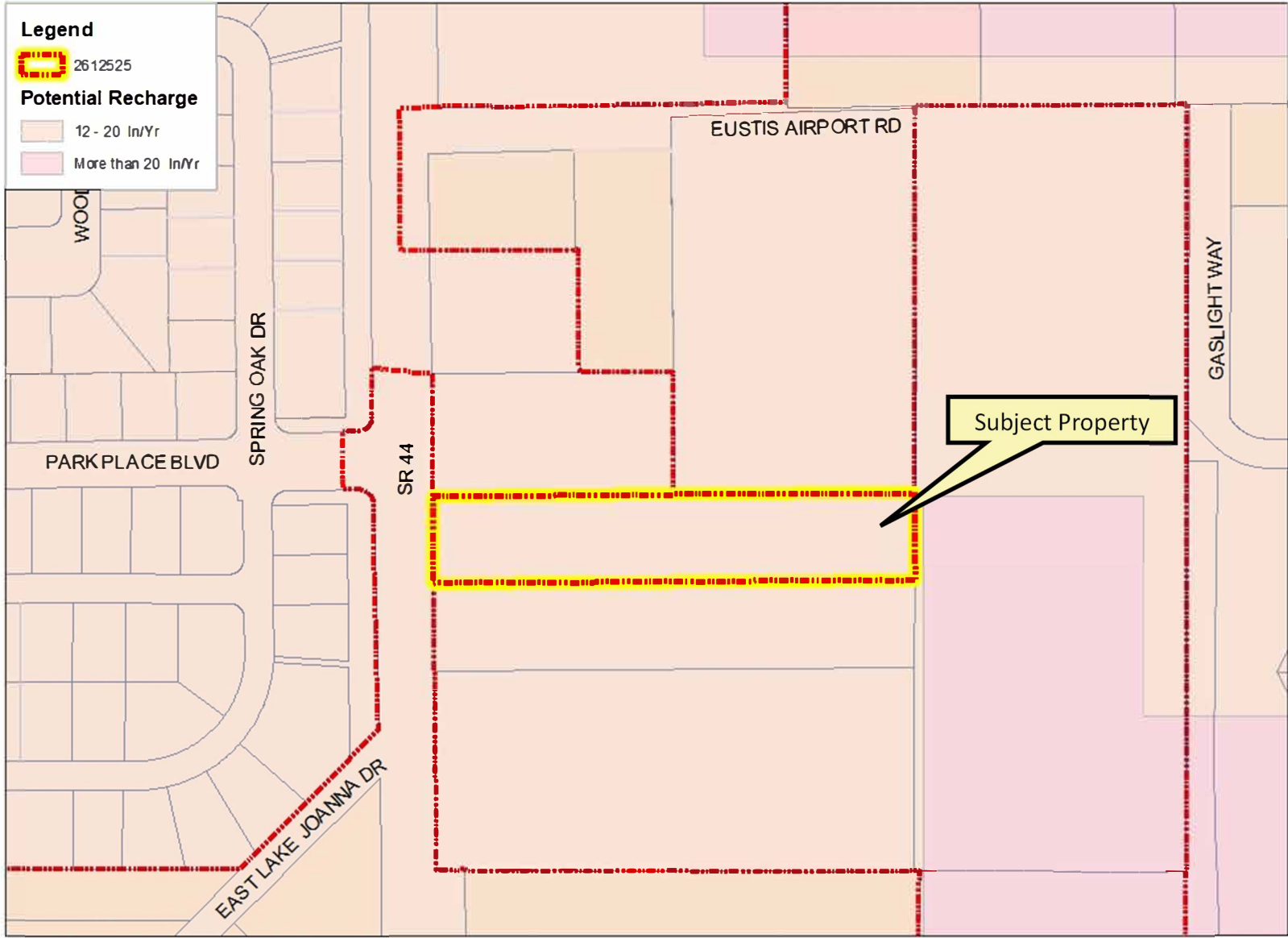
Soil Group

-  Candler sand, 0 to 5 percent slopes
-  Myakka sand
-  Placid and Myakka sands, depressional
-  Placid sand, depressional
-  Pompano sand
-  Tavares sand, 0 to 5 percent slopes



TerraNova Acquisitions, LLC. (Alternate Key 2612525)
 Generalized Soils





TerraNova Acquisitions, LLC. (Alternate Key 2612525)
Generalized Potential Recharge



ORDINANCE NUMBER 25-07

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 2.86 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBER 2612525, GENERALLY LOCATED ON THE EAST SIDE OF STATE ROAD 44 OPPOSITE THE INTERSECTION WITH LAKE JOANNA DRIVE, FROM URBAN LOW IN LAKE COUNTY TO MIXED COMMERCIAL RESIDENTIAL IN THE CITY OF EUSTIS.

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

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

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

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 2.86 acres of real property located the east side of State Road 44 and across State Road 44 from its intersection with Lake Joanna Drive and more particularly described herein; and

WHEREAS, on March 20, 2025, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on March 20, 2025, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on April 3, 2025, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small Scale Future Land Use Amendment contained herein;

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

SECTION 1.

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

Parcel Alternate Key: 2612525

Parcel Identification Number: 08-19-27-0004-000-04200

Legal Description:

FROM SW COR OF SE 1/4 RUN N 89DEG 24MIN E 870 FT, N 0DEG 36MIN W 500.04 FT TO POB, CONT N 0DEG 36MIN W 150 FT, S 88DEG 43MIN 45SEC W 880.03 FT TO CENTER OF SR S-44B, S 01DEG 28MIN 30SEC E 150 FT, N 88DEG 43MIN 45SEC E 825.47 FT TO POB--LESS R/W OF SR 544B-- ORB 4618 PG 911 ORB 4705 PG 1374

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 3rd day of April 2025.

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

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 3rd day of April 2025 by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office

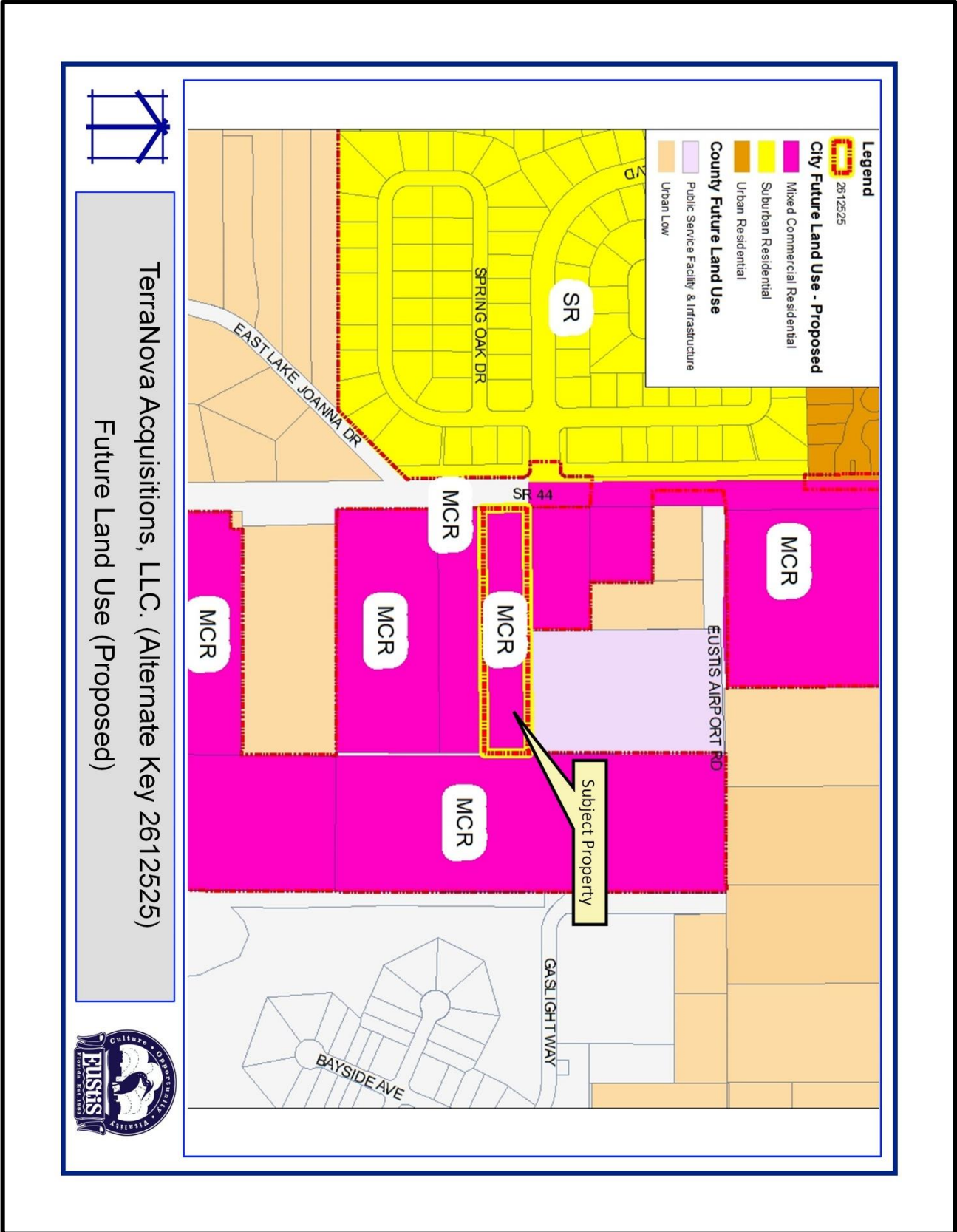
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-07 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one opy 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

Exhibit A



ORDINANCE NUMBER 25-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 2.86 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBER 2612525, GENERALLY LOCATED ON THE EAST SIDE OF STATE ROAD 44 OPPOSITE THE INTERSECTION WITH LAKE JOANNA DRIVE.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Neighborhood to approximately 2.86 acres of recently annexed real property further described below, and

WHEREAS, on March 20, 2025, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on April 3, 2025, the City Commission held the 2nd Public Hearing to consider the adoption of the Design District Amendment contained herein;

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

Section 1. Design District Designation

That the Design District Designation of the real property described below and shown on Exhibit A shall be Suburban Neighborhood:

Parcel Alternate Key: 2612525

Parcel Identification Number: 08-19-27-0004-000-04200

Legal Description:

FROM SW COR OF SE 1/4 RUN N 89DEG 24MIN E 870 FT, N 0DEG 36MIN W 500.04 FT TO POB, CONT N 0DEG 36MIN W 150 FT, S 88DEG 43MIN 45SEC W 880.03 FT TO CENTER OF SR S-44B, S 01DEG 28MIN 30SEC E 150 FT, N 88DEG 43MIN 45SEC E 825.47 FT TO POB--LESS R/W OF SR 544B-- ORB 4618 PG 911 ORB 4705 PG 1374

Section 2. Map Amendment

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

Section 3. Conflict

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

Section 4. Severability

That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be

unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 5. Effective Date

That this Ordinance shall become effective upon the annexation of the subject property through approval of Ordinance Number 25-06.

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 3rd day of April 2025.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Willie L. Hawkins
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 3rd day of April 2025, by Willie L. Hawkins, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office

Date

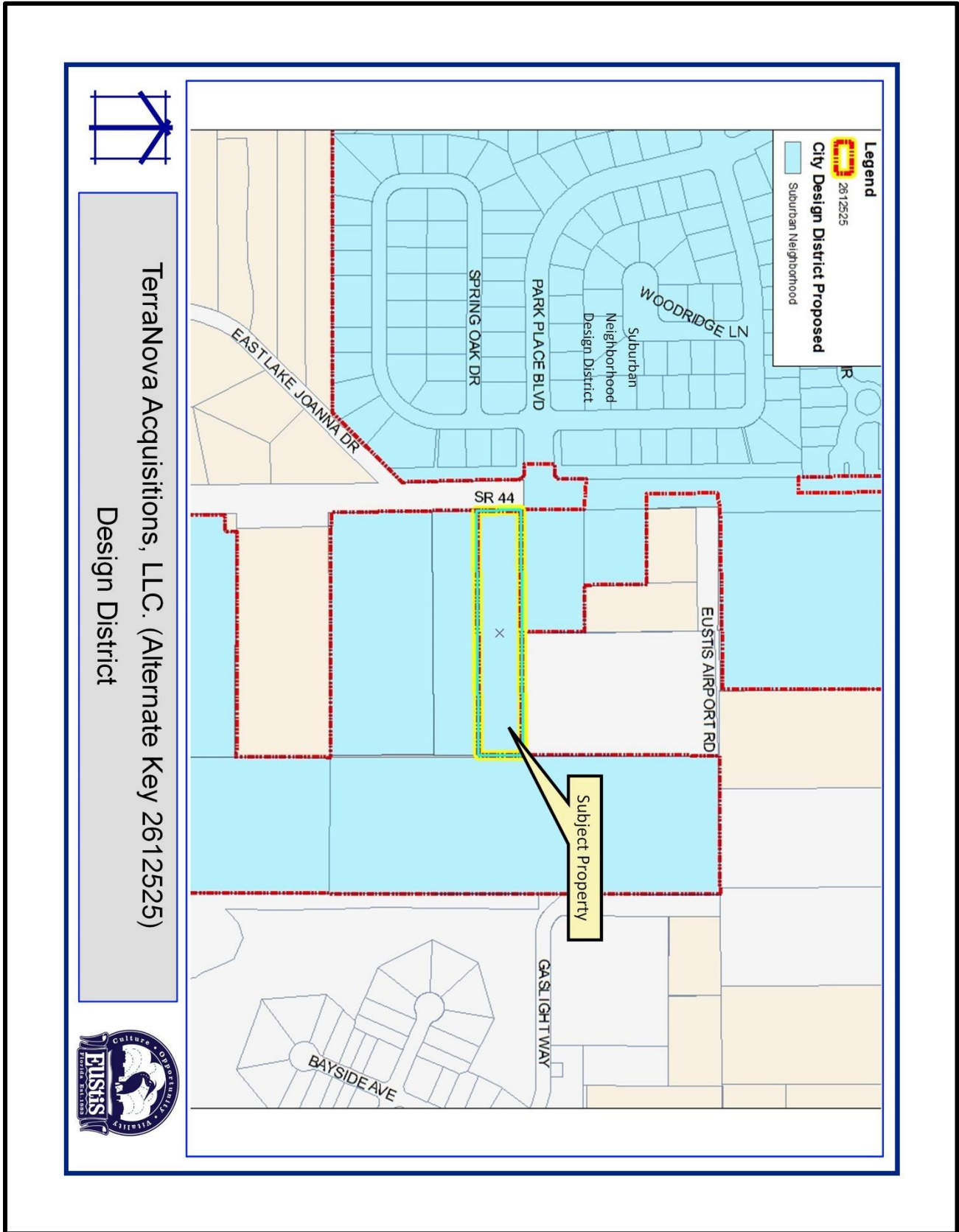
CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-08 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

Exhibit A





City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: APRIL 3, 2025
 RE: Ordinance Number 25-01: Amendment to Chapters 102 and 109 of the Land Development Regulations

Introduction:

After conducting a workshop related to the Land Development Regulations with the consultant, Kimley-Horn in November 2024, the City Commission instructed the Planning staff to bring back proposed language to assist it with regulating and controlling locations for self-service storage facilities. Additionally, the City Commission also expressed a desire to require a pre-application community meeting for certain development projects.

On February 20, 2025, following an initial presentation to the Local Planning Agency (LPA) of a proposed ordinance, the LPA requested City staff and the City Attorney review additional uses for inclusion in the City's Use Regulations Table. The additional uses subsequently reviewed were for retail smoke shops (inclusive of hookah lounges), tattoo establishments, massage establishments and medical marijuana dispensaries.

Ordinance Number 25-01 amends the Land Development Regulations, Chapter 102, Section 102-11 (b) Community Meeting and Chapter 109, Section 109-4 Use Regulations Table to provide for consistency with the Comprehensive Plan and clarify the City Commission's legislative intent.

Recommended Action:

The administration recommends approval of Ordinance Number 25-01.

Background:

Periodic revisions and updates to the Land Development Regulations provide for consistency with the Comprehensive Plan and clarify the City Commission's legislative intent.

Chapter 102, Section 102-11(b) Community Meeting: Amend the Community Meeting section to require a number of development applications to hold a Pre-Application Community Meeting for the following development applications:

1. ***Residential subdivisions with more than 10 lots;***
2. ***Mixed Use and Multi-Family developments on projects greater than 5 dwelling units per acre;***
3. ***Proposed commercial projects with buildings over 50,000 square feet in size;***
4. ***Any planned unit development (PUD); and***
5. ***Any Future Land Development District change on properties over 4 acres (not a part of an annexation application).***

Chapter 109, Section 109.4. Use Regulations Table: Amend the Use Regulations Table (Section 109.4) to add the following sections to include definitions and requirements for the following uses, which were not a part of the City's LDRs:

- Section 109.4.1. - "Retail Smoke Shop".
- Section 109.4.2. - "Tattoo Establishment."
- Section 109.4.3. - "Massage Establishment."

Chapter 109, Section 109.4. Use Regulations Table: Amend the Use Regulations Table (Section 109.4) as follows:

- Add "Massage Establishments" as conditional use in the General Commercial (GC), General Industrial (GI), Central Business District (CBD), Residential Office Transitional (RT), Mixed Commercial Residential, (MCR), and Mixed Commercial Industrial (MCI) land use districts.
- Add "Retail Smoke Shop" as conditional use in the General Commercial (GC), General Industrial (GI), and Mixed Commercial Industrial (MCI) land use districts.
- Remove "Self-service Storage" as a permitted use in the General Commercial (GC) land use district and make it a conditional use only in the General Industrial (GI) land use district.
- Add "Tattoo Establishments" as a permitted use in the General Commercial (GC), General Industrial (GI), and as a conditional use in the Central Business District (CBD), Residential Office Transitional (RT), Mixed Commercial Residential, (MCR), and Mixed Commercial Industrial (MCI) land use districts.

Specific Use	Residential				Commercial & Industrial		Mixed Use				Other			Standards
	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	
KEY: P = Permitted Use L=Permitted Subject to limitations in Standards Column C= Conditional Use Blank = Not Permitted														
Food & beverage store/ incl. alcohol				L	P		P	C	P	P	L			1, 9
Hotel					P		P	C	P	P				
Massage Establishment					C	C	C	C	C	C				
Mobile vendor					P	P	L, C		P	P				14
Outdoor kennel					C	P			C	C		P		
Package store					P		P	C	P	P				
Parking, commercial					P		P	C	P	P	L			9
Pharmacy					P	C	P	C	P	P				
Restaurant, no drive-thru				L	P		P	C	P	P	L			1, 9
Restaurant with drive-thru					P		C	C	P	P				
Retail sales & service				L	P	C	P	C	P	P	L			1, 9
Retail Smoke Shop					C	C				C				
Self-service storage						C								
Tattoo Establishment					P	P	C	C	C	C				

Community Input

Development Services has properly advertised the ordinance and there is an opportunity for community input at the public hearing.

Budget / Staff Impact:

None

Prepared By:

Mike Lane, AICP, Development Services Director
Revised by Sasha Garcia, City Attorney

Attachments:

Ordinance Number 25-01
Pre-Application Community Meeting Instructions

ORDINANCE NUMBER 25-01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS AS FOLLOWS: (1) AMENDING SECTION 102-11(b): COMMUNITY MEETING; (2) ADDING SUBSECTIONS TO SECTION 109.4-USE REGULATIONS TABLE TO INCLUDE DEFINITIONS AND REQUIREMENTS FOR THE FOLLOWING USES: "RETAIL SMOKE SHOP," "TATTOO ESTABLISHMENT," AND "MASSAGE ESTABLISHMENT"; AMENDING SECTION 109.4 – USE REGULATIONS TABLE TO ADD AS A CONDITIONAL AND/OR PERMITTED USE THE FOLLOWING USES: "SELF-SERVICE STORAGE," "RETAIL SMOKE SHOP," "TATTOO ESTABLISHMENT," AND "MASSAGE ESTABLISHMENT"; PROVIDING FOR APPLICABLE LEGISLATIVE FINDINGS; PROVIDING FOR CODIFICATION, SCRIVENER'S ERROR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Local Planning Agency held a public hearing on April 3, 2025 where it reviewed the proposed revisions to the Land Development Regulations, found them to be in compliance with the City's Comprehensive Plan, and recommended forwarding this Ordinance to the City Commission for its consideration; and

WHEREAS, the proposed amendment to Section 102-11(b) – Community Meetings render this component mandatory for certain new developments to aid in fostering cooperation and communication between neighbors; and

WHEREAS, the proposed amendment to Section 109.4 – Use Regulations Table adds subsections for term definitions and requirements which are currently not provided for in the Land Development Code as follows:

Section 109.4.1. - "Retail Smoke Shop". This subsection is added in compliance with Florida law permitting municipalities to establish requirements and locational restrictions for this use.

Section 109.4.2. - “Tattoo Establishment.” This subsection is added in compliance with Section 381.00791 of the Florida Statutes and complies with the constitutional protections afforded to freedom of expression in *Buehrle v. City of Key West* (U.S. Supreme Ct. 2015)

Section 109.4.3. “Massage Establishment.” This subsection is added in compliance with Section 480.052 of the Florida Statutes.

WHEREAS, the proposed amendments provide for conditional and/or permitted uses for self-service storage, retail smoke shop, tattoo establishment and massage establishment as shown in the amended uses table.

WHEREAS, the City Commission finds the proposed revisions necessary to provide consistency with the Comprehensive Plan, clarify its legislative intent and approval of this Ordinance is in the interests of the public health, safety, and welfare and to foster economic growth.

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

Section 1. The foregoing whereas clauses are true and correct and adopted as the legislative and administrative findings of the City Commission and made a specific part of this Ordinance.

Section 2. Chapter 102 - Administration and Enforcement, section 102-11 entitled “General Procedures for Development Approval” is amended to read as follows:

Section 102-11 – General Procedures for Development Approval

(a) Pre-application conference. Prior to filing for any development approval, the applicant is encouraged to meet with the development services director and/or other appropriate city staff to discuss the development review process. The purpose of the conference is to acquaint the applicant with the requirements and procedures of the land development regulations and to determine the appropriate application process as provided for in this chapter. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form.

(1) A pre-application conference is **encouraged required** for all submittals, **especially including** the following:

- a. All new developments except:
 1. Subdivisions with less than **25 10** lots, or
 2. Conditional uses of accessory structures or home occupations.

3. Change of use within an existing structure resulting in no increase in intensity/traffic.

b. Redevelopment resulting in an increase in square footage as set forth in Section 102-19 of these land development regulations.

c. Any PUD.

d. Any mixed-use and/or multi-family project resulting in a residential density of five (5) dwelling units per acre or greater.

e. A required pre-application conference with Development Services may be waived by the Development Services Director or staff designee, provided reasonable justification is provided by an applicant.

(2) The recommended submittal requirements for review at the pre-application conference are as follows:

a. A map showing the general location of the property.

b. An aerial map of the property.

c. A boundary survey or other scaled delineation of the parcel.

d. A map of the land use designations for the site and the surrounding area within 500 feet of the property.

e. A map of the design district designations for the site and the surrounding area within 500 feet of the property, including existing and proposed streets.

f. A conceptual layout (if applicable).

(3) During the pre-application conference, the director may waive submittal requirements under these land development regulations, if, in the director's opinion, the submittal requirements are unnecessary based upon the size, nature, and complexity of the proposal.

(b) Community Meeting.

(1) Generally. To increase community awareness and participation, applicants seeking specified types of developments ~~are encouraged to~~ shall hold a pre-application community meeting to address community concerns related to the proposed development prior to submittal of the application.

a. A Pre-Application Community Meeting is ~~especially important~~ required for the following ~~proposed~~ development applications:

1. Residential subdivisions with more than 10 lots, ~~especially those requesting a density variation greater than 25 percent under section 115-3.3(a)(1).~~

2. ~~Multi~~Mixed-use developments (including multi-family) for those properties greater than 5 dwelling units per acre.

3. ~~Conditional uses.~~

~~3. Proposed commercial and industrial projects with buildings over 50,000 square feet in size uses adjacent to residential land use properties.~~

~~4.5. Any PUD.~~

~~5.6. Design-district change Any Future Land Use Map Amendment on properties over 4 acres (requested by a property owner and not initiated by the City or required because of annexation).~~

~~7. Comprehensive plan amendment.~~

(2) The recommended submittal requirements for review at the Pre-Application Community Meeting are as follows:

- a. A map showing the general location of the property.
- b. An aerial map of the property.
- c. A boundary survey or other scaled delineation of the parcel.
- d. A map of the future land use designations for the site and the surrounding area within 500 feet of the property.
- ~~e. A map of the design-district designations for the site and the surrounding area within 500 feet of the property, including proposed streets.~~
- f. A conceptual site plan or lot layout (if applicable) that includes the following:
 1. Number and type of dwelling units and lot sizes if applicable.
 2. Total acreage.
 3. Total developable acreage (total acreage less water bodies and wetlands).
 4. Total open space required and provided.
 5. Net density calculation.
 6. Required buffers.
 7. Requested waivers.
 8. Vehicular and pedestrian connections and access points.

(3) City staff must approve the time and location for the Pre-Application Community Meeting.

(4) City staff Developer or his/her representative shall prepare a report summarizing the attendance and discussion at the Pre-Application Community Meeting within 30 days of the meeting and submit it to the Planning staff during their initial submittal.

(5) The applicant shall include the City's report with its application.

Section 3. Chapter 109.4 - Use Regulations Table is hereby amended to add the following sections:

Sec. 109.4.1. – Retail smoke shop.

(a) *Purpose and Intent.* Florida law provides for a comprehensive state licensing and regulatory framework for the sale of nicotine and tobacco products, including vaping devices. The purpose of this section is to establish land development regulations for the permitting requirements and locational restrictions for retail smoke shops consistent with Florida law.

(b) *Definitions.*

When used in this section, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Retail smoke shop. A commercial retail or wholesale establishment fully enclosed primarily engaged in selling tobacco, tobacco products and accessories for such products. This definition includes hookah lounges which generate vapor as defined herein. Smoke shop accessories may include but are not limited to e-cigarettes, vaporizers, hookahs, bong, cigarette papers or wrappers, rolling machines, and other similar paraphernalia not enumerated.

Vapor means aerosolized or vaporized nicotine, or other aerosolized or vaporized substance produced by a vapor-generating device or exhaled by the person using such a device.

Vaping means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

(c) *Business Tax Receipt.* It shall be unlawful for any person in the city to engage in, follow or practice, or attempt to engage in, follow or practice the business, profession

or occupation of retail smoke shops unless such person or entity has first obtained a business tax receipt issued by city.

(d) *Separation Requirements.*

- (1) The proposed site shall be at least 528 feet from any other such use.
- (2) The proposed site shall be at least 528 feet from the nearest house of worship, school (public or private), childcare center, library, or public park.
- (3) The separation requirements set forth above shall be measured by following the shortest route of ordinary fare from the nearest point of the parcel of the proposed retail smoke shop establishment to the other parcel.

(a) *Uses Permitted Conditionally.*

- (1) Retail smoke shops are subject to approval of a Conditional Use permit in accordance with the City Code of Ordinance and Land Development Regulations as applicable in the following: GC, GI and MCI subject to the requirements of this section.
- (2) Existing establishments in operation and legally established by the effective date of this section shall not be required to submit a conditional use permit application and the current use shall be deemed a legal nonconforming use.
- (3) The requirements in this section shall apply to all new establishments once this section is adopted.

Sec. 109.4.2. – Tattoo establishment.

- (a) *Purpose and Intent.* The purpose of this section is to limit the number and location of tattoo establishments within City boundaries in order to address the commercial nature of this practice; acknowledge risks posed to the health, safety and welfare of the residents of the City and the visiting public; recognize this is an adult-oriented practice with specific legal limitations for underage customers; aid in the reduction of the incidence of disease and land use incompatibilities. These goals are not in contradiction to and shall fully support the constitutional protections afforded to this practice as a First Amendment expression within the legal framework established by law.
- (b) *Applicable Law.* Chapter 381 of the Florida Statutes, specifically sections 381.00771 through 381.00791, as may be amended from time to time, are hereby adopted and incorporated in this section by reference.

(c) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Tattoo means a mark or design made on or under the skin of a human being by a process of piercing and ingraining a pigment, dye, or ink in the skin.

Tattoo artist means a person licensed under ss. 381.00771-381.00791 to practice tattooing.

Tattoo establishment means any permanent location, place, area, structure, or business where tattooing is performed.

(d) *Application.* Application of ss. 381.00771-381.00791; exemption per s. 381.00773.

(1) Except for s. 381.00787, which applies to all persons, ss. 381.00771-381.00791 do not apply to a person licensed to practice medicine or dentistry under chapter 458, chapter 459, or chapter 466 who performs tattooing exclusively for medical or dental purposes.

(2) Sections 381.00771-381.00791 apply exclusively to the tattooing of human beings and do not apply to the tattooing of any animal.

(e) *Visibility of Tattooing.* Tattooing shall not be visible from a public right-of-way, public land, public open space or any private property open to the public, including common areas.

(f) *Business Tax Receipt.* It shall be unlawful for any person in the city to engage in, follow or practice, or attempt to engage in, follow or practice the business, profession or occupation of a tattoo establishment unless such person or entity has first obtained a business tax receipt issued by city.

(g) *Separation Requirements.*

(1) The proposed site shall be at least 528 feet from any other such use.

(2) The proposed site shall be at least 528 feet from the nearest house of worship, school (public or private), childcare center, library, or public park.

(3) The separation requirements set forth above shall be measured by following the shortest route of ordinary fare from the nearest point of the parcel of the proposed tattoo establishment to the other parcel.

(h) *Uses Permitted Conditionally.*

(1) Tattoo establishments are permissible use in GC, GI subject to the requirements of this section.

- (2) Tattoo establishments are subject approval of a Conditional Use permit in accordance with the City Code of Ordinance and Land Development Regulations as applicable in the following: CBD, RT, MCR, MCI subject to the requirements of this section.
- (3) Existing establishments in operation and legally established by the effective date of this section shall not be required to submit a conditional use permit application and the current use shall be deemed a legal nonconforming use.
- (4) The requirements in this section shall apply to all new message establishments once this section is adopted.

Sec. 109.4.3. – Massage establishment.

- (a) *Purpose and Intent.* Florida law recognizes that the practice of massage therapy is potentially dangerous to the public in that massage therapists must have a knowledge of anatomy and physiology and an understanding of the relationship between the structure and the function of the tissues being treated and the total function of the body. Massage therapy is a therapeutic health care practice, and regulations are necessary to protect the public from unqualified practitioners. Florida law has deemed necessary in the interest of public health, safety, and welfare to regulate the practice of massage therapy in the state; however, restrictions shall be imposed to the extent necessary to protect the public from significant and discernible danger to health and yet not in such a manner which will unreasonably affect the competitive market.
- (b) *Adoption of “Massage Therapy Practice Act.”* Chapter 480 of the Florida Statutes, as may be amended from time to time, is hereby adopted and incorporated in this section by reference.
- (c) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Massage establishment means a site or premises, or portion thereof, wherein a massage therapist practices massage therapy.

Massage therapy means the manipulation of the soft tissues of the human body with the hand, foot, knee, arm, or elbow, regardless of whether such manipulation is aided by hydrotherapy, including colonic irrigation, or thermal therapy; any electrical or mechanical device; or the application to the human body of a chemical or herbal preparation.

Massage therapist means a person licensed as required by this act, who performs massage therapy, including massage therapy assessment, for compensation.

- (d) *Section Applicability.* Nothing in this section shall be construed as applying to State of Florida licensed barbers, cosmetologists, manicurists, pedicurists, physical therapists' assistants, midwives, practical nurses, agents, servants or employees in licensed hospitals or nursing home or other licensed medical institutions, licensed physicians, osteopaths, chiropractors, podiatrists, naturopathic physicians or other licensed medical practitioners, or their agents, servants, or employees acting in the course of such agency, service or employment under the supervision of the licensee.
- (e) *Business Operating Hours.* Unless an enumerated exception in Section 480.0475, Florida Statutes applies, it shall be unlawful for a massage establishment to operate between the hours of midnight and 5:00 a.m.
- (f) *Business Tax Receipt.* It shall be unlawful for any person in the city to engage in, follow or practice, or attempt to engage in, follow or practice the business, profession or occupation of massage therapy unless such person or entity has first obtained a business tax receipt issued by city.
- (g) *Annual inspections; prosecution of violations.* The City Code Enforcement Department inspectors are authorized to, at least once a year and at such other time that may be necessary or expedient to enter upon any premises where a massage establishment is maintained in the city to inspect such establishment for compliance with Florida law, including Chapter 480 of the Florida Statutes and any other applicable law for the purposes of enforcing the provisions of this section.
- (h) *Uses Permitted Conditionally.*
- (1) Massage establishments are permissible uses in GC, GI, CBD, RT, MCR, MCI subject to the requirements of this section and subject to approval of a Conditional Use permit in accordance with the City Code of Ordinance and Land Development Regulations as applicable.
 - (2) Existing establishments in operation and legally established by the effective date of this section shall not be required to submit a conditional use permit application and the current use shall be deemed a legal nonconforming use.
 - (3) The requirements in this section shall apply to all new message establishments once this section is adopted.

Section 4. Section 109.4 Use Regulations Table is hereby amended as follows:

Specific Use	Residential				Commercial & Industrial		Mixed Use				Other			Standards
	RR	SR	UR	MH	GC	GI	CBD	RT	MCR	MCI	PI	AG	CON	
KEY: P = Permitted Use L=Permitted Subject to limitations in Standards Column C= Conditional Use Blank = Not Permitted														
Food & beverage store/ incl. alcohol				L	P		P	C	P	P	L			1, 9
Hotel					P		P	C	P	P				
Massage Establishment					C	C	C	C	C	C				
Mobile vendor					P	P	L, C		P	P				14
Outdoor kennel					C	P			C	C		P		
Package store					P		P	C	P	P				
Parking, commercial					P		P	C	P	P	L			9
Pharmacy					P	C	P	C	P	P				
Restaurant, no drive-thru				L	P		P	C	P	P	L			1, 9
Restaurant with drive-thru					P		C	C	P	P				
Retail sales & service				L	P	C	P	C	P	P	L			1, 9
Retail Smoke Shop					C	C				C				
Self-service storage						C								
Tattoo Establishment					P	P	C	C	C	C				

Section 5. Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the City Attorney and City Manager without further process.

Section 6. That it is the intention of the City of Eustis that the provisions of this ordinance shall become and be made a part of the City of Eustis Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered and the word “Ordinance” may be changed to “Section”, “Article”, or other such appropriate word or phrase to accomplish such intentions.

Section 7. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 8. That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 9. That this Ordinance shall become effective immediately on passing.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this ____ day of _____, 2025.

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

WILLIE L. HAWKINS
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 25-01 is hereby approved, and I hereby certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk