



AGENDA

City Commission Meeting

6:00 PM – Thursday, May 04, 2023 – City Hall

INVOCATION: PASTOR JONATHAN PEARSON, LIFEPOINTE CHURCH

PLEDGE OF ALLEGIANCE: VICE MAYOR EMILY LEE

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

April 20, 2023 City Commission Workshop: Fairgrounds

3. PRESENTATIONS

3.1 Grant Presentation: Amazing Race and Worth It

3.2 Elite Baggerz

4. APPOINTMENTS

4.1 Reappointment to City of Eustis Municipal Police Officers' Pension and Retirement System Board of Trustees – Kenneth D. Birkhofer

5. AUDIENCE TO BE HEARD

6. CONSENT AGENDA

6.1 Resolution Number 23-47: Recording Utility Liens: Water, Wastewater, and Irrigation

7. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

7.1 Resolution Number 23-35: City of Eustis/UCF Business Incubator Partnership Agreement

7.2 Resolution Number 23-43: Approving an Urban County Cooperation Agreement with Lake County Relating to the Community Development Block Grant Program

7.3 Resolution Number 23-45: Foreclosure Authorization: 2250 South Bay Street, Code Case 21-00680

7.4 Resolution Number 23-46: Foreclosure Authorization - 124 East Ward Avenue, Code Case 21-00185

7.5 **FIRST READING**

Ordinance Number 23-09: Conditional Use Permit for the placement of an accessory structure in front of the primary structure at 4017 East Orange Avenue (Alternate Key Number 1658641)

8. OTHER BUSINESS

8.1 Department Updates: Finance and Human Resources

9. FUTURE AGENDA ITEMS

10. COMMENTS

10.1 City Commission

10.2 City Manager

10.3 City Attorney

10.4 Mayor

11. 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.

“Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission and the public. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.”



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Christine Halloran, City Clerk

DATE: May 4, 2023

RE: Approval of Minutes

Introduction:

This item is for consideration of the minutes of the April 20, 2023 City Commission Workshop: Fairgrounds.

Recommended Action:

Approval of the minutes as submitted.

Policy Implications:

None

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Workshop: Fairgrounds

5:00 PM – Thursday, April 20, 2023 – City Hall

CALL TO ORDER: 5:00 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

PRESENT: Commissioner Willie Hawkins, Vice Mayor Emily Lee, Commissioner Gary Ashcraft, Commissioner Nan Cobb, and Mayor Michael Holland

1. WORKSHOP ITEM WITH DISCUSSION, PUBLIC INPUT AND DIRECTION

1.1 WORKSHOP DISCUSSION ON FAIRGROUNDS

Tom Carrino, City Manager, summarized the packet information presented to City Commission. He reviewed a few items, including map of property and history and venue information. He highlighted the initial discussions noting the following: property given to Lake County in 1967 and the event venue serves as home of the Lake County Fair. He commented that in April 2022, the County and Fair Board appeared to be considering relocation to another site and the County was in the process of evaluating another site for relocation just outside the City of Tavares. At which time, the City Commission sent a letter to the County Commission indicating an interest in ownership of the property.

Mr. Carrino commented on the current conditions of the property with buildings built in 1965, 1977, and 2010 with considerable deferred maintenance. He noted the findings of the March 2021 evaluation: largest building partially in floodplain, structurally in fair shape, no major electrical problems, no major plumbing problems, and air conditioning only in small portion of main building. Per the Building Official, any major improvements valued at more than half of the building's worth may trigger code requirements. He commented that none of buildings are thought to be built to the modern 140 mile per hour wind load. He highlighted that if building improvements are done at more than half the worth, then it is considered a major improvement which triggers building code requirements. He noted that the main building is valued at about \$400,000, per the Property Appraiser, so if improvements are done for more than half value, building requirements will apply and the flood plain status may also be affected..

Mr. Carrino discussed the value and potential offer, including, reference to the March 2022 County Appraisal of \$2,870,000 based solely on land not anticipating the value of the buildings because the Appraiser thought the highest and best use was not as an event center but as a redevelopment site. He noted the Appraiser referred to the buildings as outdated and a liability to redevelopment with the highest and best use as redevelopment. Mr. Carrino commented that the Lake County Property Appraiser (LCPA) value of \$1,302,544. He indicated that typically the Lake County Property Appraiser's value is on the low side when it comes to valuation specifically regarding government properties because the value does not equate to taxable value. He noted that the property was given to the County in 1967 at no cost, and the County noted that

the proceeds from the sale would be used to partially fund relocation so the County is not in a position to donate the property back to the City.

In addition, Mr. Carrino noted the unrelated sale of the Sprayfield property in the Sorrento area in 2021 for \$1,736,973 and the funds were put into a water and wastewater fund balance with the anticipation that one of the uses of the funding was for sale and renovation of the Fairgrounds. He noted that while the transaction was unrelated, the fund balance had the potential intent for use with this property.

Mr. Carrino asked for direction from City Commission. He asked if the City Commission was interested in acquiring this site, and if so, was is a reasonable offer to start negotiations. He also asked about the potential uses of the property. Mr. Carrino noted his goal to use only a portion of the \$1.7M for acquisition and hold back funds for improvements.

Mayor Holland asked for Commissioners to provide input regarding acquisition and offers.

Commissioner Cobb indicated an interest in acquiring the property and keeping it as an event center. She commented on surrounding towns with venues, and North Lake County should as well. She noted that the property is in the City of Eustis and the Commission owes it to the citizens to acquire this property. She highlighted that the appraisal was based on redevelopment value. She believed in the area having an event center and was not interested in developing it as homes or commercial properties. She commented on the option to receive the land back from the County and pay for the buildings. She proposed an offer of one million and to relate to the County the intent to utilize funds from the Sprayfield property to begin to make upgrades which will take time.

Commissioner Ashcraft agreed with many of Commissioner Cobb's comments. He asked about the County giving option of first right of refusal. Mayor Holland indicated that the County verbally commented on such. Mr. Carrino noted that the right of first refusal is not listed in any purchase agreement or contract, but he noted former City Clerk, Mary Montez, did an analysis of the documents in 2012. He highlighted a memo from Ms. Montez to Paul Berg which indicated Minutes that state how the County has to allow the City to use the Fairgrounds for reasonable use at no cost and the County must consult with the City when considering disposal of the property. Mr. Carrino commented that the memo is open to interpretations.

Commissioner Ashcraft asked if the County was amenable to negotiations, but unsure of offer.

Mr. Carrino noted talks with the County that the impression is that they are waiting to see if we are interested and if they will sell, but there has been no direct dialogue between Commissions. He commented that there has been an acknowledgement of the City giving the County the property and that there is a public benefit to sell back to the City. Commissioner Ashcraft suggested pursuing noting his concerns with the offer, but he was amenable to negotiations.

Mayor Holland noted discussion with County officials and interests in selling to the City.

Mr. Carrino commented that there would likely be a need to pursue a Future Land Use Change if sold to a buyer other than the City.

Commissioner Hawkins noted an interest in pursuing and thought the offer fair starting point \$850,000 to \$1M. He noted that the County has had the use of the property for 56 years and the City has not.

Commissioner Cobb noted a lack of investment in the property from the County through the years, and the City is willing to put time and money into the community to make it better.

Vice Mayor Lee indicated an agreement with previous comments and an interest in pursuing and re-purposing the property. She asked about the Eustis Community Center property. She would prefer an event center on the property.

Mayor Holland noted similar interests in pursuing and commented that Eustis needs a multi-use venue. He noted that he does not want development on the property but he envisions an enhanced ability and use of the property with an event center for the City. He specifically noted use for Parks and Recreation and the Events team. Mayor Holland confirmed that he does not want development on the property as the area cannot handle that use. He noted that all the surrounding property was owned by City, including mobile home parks, and the Master Plan will help determine needs and future uses.

Commissioner Cobb indicated conversations with County Commissioners regarding the property.

Mayor Holland indicated to Mr. Carrino that the Commissioners do wish to move forward with negotiations and meeting with Lake County to discuss with a starting point of \$850,000 to \$1M.

Commissioner Hawkins asked about partnership options.

Mr. Carrino noted potential partnership and possible interest in approaching the County to run the event venue. He noted the option for Eustis to buy the property and have an agreement with the Lake County Fair if the County chooses to relocate and is willing to negotiate.

Mayor Holland noted the County's limited events and marketing at the property.

Commissioner Cobb noted the County limited promotion of the property for event use.

Commissioner Hawkins asked about any benefit of the County keeping the property. He commented that the County would not lose the property if Eustis took over and managed the property with the Lake County Fair Board.

Mr. Carrino will keep communication open with the County.

Mayor Holland noted there would be no public input at this time due to it being a Commission workshop. He indicated that if this moves forward, the item will be brought back to the City Commission for public input.

2. ADJOURNMENT: 5:27 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

MICHAEL L. HOLLAND
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: MAY 4, 2023
 RE: ORGANIZATIONAL AND EVENT SUPPORT GRANTS TO THE
 AMAZING RACE FOR CHARITY AND WORTH IT

Introduction

The purpose of this presentation is to provide the Amazing Race for Charity a donation from the City of Eustis in the amount of \$6,500 as well as Worth IT a donation in the amount of \$2,000.

Recommended Action

Staff is requesting the City of Eustis to present a grant to the Amazing Race for Charity and Worth IT for the completion of the requirements specified for the Organizational and Event Grants previously authorized on March 6, 2023. They have completed the requirements listed below as well as presented the City the expenses necessary to be awarded the amount of \$6,500 and \$2,000 respectively.

The invoices have been reviewed and matched to the spreadsheet provided. The total offered for expenditures was \$6,524.67 for the Amazing Race for Charity and \$3,367 for Worth IT. All expenses were incurred during the Fiscal Year 2022-23.

Background

Event Eligibility Criteria

1. The event sponsor must be a 501(c)(3) organization.
2. The event must be open to and provide a benefit to all citizens of Eustis in addition to attracting a substantial number of visitors.
3. The event must contribute to the economic vitality of the community.
4. The event sponsor must provide a full accounting of the total event funds and expenditures.

Organization Eligibility Criteria

1. The organization must be a 501(c)(3) corporation.
2. The organization must provide services that improves the quality of life for a majority of the citizens of Eustis.
3. The organization must provide a financial statement and a full accounting of the use of the grant funds.
4. **A new criterion is as follows: The grant funding will be provided after the organization provides a complete report of the use of funds along with appropriate**

receipts (on a reimbursement bases) and the event must take place during the current fiscal year 2022/2023 of the City.

Ineligible Organizations and Grant Expenditures include

1. Loans, debt retirement, or debt financing.
2. Capital improvements, acquisitions, and restorations (facilities and equipment).
3. Events or projects closed to the general public
4. Religious ceremonies or events.
5. Parties, receptions, and other social activities.
6. Fundraising events and sponsorships.
7. Political organizations or campaigns.
8. Fraternal organizations, societies, or orders (501(c)(4) designations.
9. Support staff positions.
10. Endowments.

Amazing Race for Charity, Inc.

- a. Request \$10,000: recommended FY 22-23 award of \$6,500.
- b. Purpose of funding: race preparation, promotion, and sponsorship.
- c. In-kind service requests: includes use of City parks, garbage cans, waiver of fees, public works personnel and law enforcement.

Considerations

- The event includes a free public festival at Ferran Park, including music and food, with many vendors.
- The event brings over 1,000 visitors to the City.
- The event continues to be very successful.
- The money left after expenses is distributed to numerous charities.

Worth It Suicide Outreach & Support, Inc.

- d. Request \$2,900: recommended FY 22-23 award of \$2,000.
- e. Purpose of funding: to improve the health of the community by way of decreasing the stigma that surrounds the topic of Suicide.

Considerations

- The organization is doing work and awareness on helping individuals to not be embarrassed to reach out should they have suicidal thoughts.
- This is a national crisis as well as a local crisis and the object of this organization is to provide awareness to assist in ridding the stereo typical response which may keep people in need from seeking assistance.

Exhibit A – Amazing Race Receipts

Exhibit B – Worth It Receipts

Prepared By: Mike Sheppard, Finance Director

Committee Members: Tom Carrino, City Manager, Mike Lane, Development Services and Al Latimer, Economic Development Director and Mike Sheppard, Finance Director

Exhibit B

Play for A Day Budget

Expenses	Worth It paid	In-kind services
City of Eustis		420
Cupcake Wishes	320	
The Freightliners	500	
Trees of Life	1250	
Anchors Away	370	
Porta Toilets	642	
Bounce House	135	
Red Apples Media	150	
Misc. Material	N/A 400	
Total	\$3,367	420

Receipt

Payment Received by Doug Buchheister

For entertainment provided by:
 The Freightliners Bluegrass Band
 44 Winter Ridge Circle
 Orlando, FL 32835
 321-287-5803

Received from **Worth It Suicide Outreach and Support**

Date	Description	Cost
10-15-2022	Performance at Music for Worth it Play for a Day event 12:00pm to 3:00pm	\$500.00
	TOTAL Paid	\$500.00

Thank You,
 Doug Buchheister
 321-287-5803

INVOICE

The Trees of Life LLC
United States

BILL TO
Worth It Suicide Outreach and Support Inc
Danielle

Worthitjag@gmail.com

Invoice Number:

Invoice Date: October 26, 2022

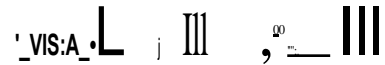
Payment Due: October 26, 2022

Amount Due (USO): \$750.00

IS Pay Securely Online

Items	Quantity	Price	Amount
Sound System and Entertainment Sound production by IMIJ Sound and Lighting and entertainment by The Trees of Life for event In Eustis October 15, 2022		\$1,250.00	\$1,250.00
Subtotal:			\$1,250.00
Deposit paid 10/22/22;			(\$500.00)
Total:			\$750.00
Amount Due (USO):			\$750.00

Pay Securely Online



link,waveapps.com/ v4vnw-su941p

Notes/ Terms

Payment due via check or venmo - please send check to "The Trees of Life LLC 909 brookside Dr. Ormond Beach FL 32174"

INVOICE

Item 3.1

Anchors Aweigh Crafty Creations
10321Se 69th Ave, Belleview, FL 34420
anchorsaweighcraftycreations@yahoo.com

Invoice No#: aacc114
Invoice Date: July 20, 2022
Due Date: Jul 20, 2022



\$0.00
AMOUNT DUE

BILL TO

wa*****@gmail.com

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE:	
1	T-shirt Sublimation t-shirts for Worth It event 15 small 9-med 7-large 6-xl	37	\$10.00	\$370.00
			Subtotal	\$370.00
			TOTAL	\$370.00 USD /
			Amount paid	\$370.00
			AMOUNT DUE	\$0.00 USD

NOTES TO CUSTOMER

Thank you for your order! We can't wait for the event.



ZTERS Inc Phone: (832) 698-2203
 13727 Office Park Drive Fax: (832) 698-2204
 Houston, TX 77070 Email: Kierra.B@zters.com
 www.zters.com

INVOICE DATE: 06/07/2022	INVOICE TOTAL DUE \$0.00	DUE ON RECEIPT
CUSTOMER: 1542600		
INVOICE #: 21318919		
TERMS: Dup (0) Receipt Not Supplied		

BILLING INFORMATION		AGING HISTORY	
ATTN	Jennifer Graham	Date	Oct 04, 2022
COMPANY	Wm1h It Suicide Outreach and Support	Current	\$0:00
EMAIL	worth1jag@gmail.com		
PHONE	(407) 914-5339	30	
ADDRESS	210 W Idlewild Ave Eustis, Florida 32726		\$0.00
			\$0.00
		90	
		TOTAL	

SITE INFORMATION		SITE#	SITE TOTAL
ADDRESS	101-199 East Magnolia Avenue, Eustis, Florida 32726	976627	\$642.00
ONSITE CONTACT	Danielle		
CONTACT PHONE	(407) 914-5339		

365562	FL_PT_E_ST	Standard Toilets. Event. Delivery on 10-14-2022. Pickup will occur on the first available business day after event.	3	\$200.00	\$0.00	\$42.00	\$600.00
SUBTOTAL							\$600.00
TAX							\$42.00
INVOICE TOTAL							\$642.00
INVOICE TOTAL DUE							\$0.00

PAYMENTS APPLIED TO THIS INVOICE			
DATE	AMOUNT	PAYMENT METHOD	DETAILS
Oct 04, 2022	\$642.00	Credit Card	Applied Payment Using Credit Card XXXX2332

October 04, 2022 invoices not reflected

PA SE AL
INFLATABLES

**SPACE WALK OF LAKE
COUNTY**

10520 BRONZE LEAF COURT,
LEESBURG, FL 34788.
WWW.HERECOMESFUN.COM

Phone: (352)-398-4150, Fax:(0D0)-000-0000, Email: spacewalkkc@herecomesfun.com

RENTAL AGREEMENT FOR USE OF SPACE WALK PRODUCTS

LESSEE:	EVENT LOCATION:	CONTRACT DETAILS:
Entity Name: Worth It Suicide Outreach	Event Phone: (407)-486-7736	Rental Date: Saturday, October 15th, 2022
Nome: Joy Graham - N/A	Address: E Magnolia Ave Eustis, FL 32776	Return Date: Saturday, October 15th, 2022
Phone 1: (407)-486-7736	Surface Type: Gross	Service Type: DELIVERY
Address: E Magnolia Ave Eustis, FL 32776		

Discount	Subtotal	Taxes	Total	Payments	Balance Due: /
\$0.00	\$135.00	\$0.00	\$135.00	\$0.00	(\$135.00)

EQUIPMENT LEASED

Name	Serial #	Riders by Age Group				
		Under 5 Years:	Under 8 Years:	9 to 13 Years:	Older Teens:	Adults:
World of Disney	224-910	1	1	1	1	1
2.0 hp blower	03205	1	1	1	1	1

Children of the same age group must play on the unit(s) at the same time, the maximum number of riders in each group that should play at one time is as defined above. All person must remove shoes, jewelry, eye-ware, and/or other loose articles before entering the unit(s).

DELIVERY BY LESSOR: To address specified by lessee (customer). Lessee grants lessor the right to enter said property for delivery and retrieval of rented equipment at the approximate specified times. Customer is subject to an additional charge of \$25.00 for a service call due to customer electricity.

CUSTOMER PICK-UP: In case of customer pick-up and return, customer is to pick-up and return equipment to above address unless otherwise specified by the lessor at times specified below. A deposit of _____ will be held by the lessor at time of pick-up. The deposit will ONLY be refunded provided the leased equipment is returned on time and properly rolled. If equipment is returned late, a fee of \$15.00 per 15 minutes will be deducted. If equipment returned needs to be re-rolled or cleaned, a fee of \$25.00 will also be charged.

LESSEE MUST FURNISH ELECTRICAL OUTLET WITH SLO-BLO FUSE OR 15 AMP FUSE CIRCUIT WITHOUT ANYTHING ELSE CONNECTED. USE OF MORE THAN ONE 50 FOOT EXTENSION CORD MAY CAUSE DAMAGE TO BLOWER MOTOR. USE ONLY ONE BLOWER PER FUSE CIRCUIT. USE OF EXTENSION CORDS OTHER THAN THOSE PROVIDED BY LESSOR IS STRICTLY PROHIBITED,

This agreement serves as your receipt and you must retain a copy.
I have read all pages of this rental agreement and understand and agree to be bound by the terms outlined therein.

 (Oct. 26, 2022 16:02 EDT)

Accepted or Represented by

Manager

TERMS OF LEASE

The Lessee or using party shall be in charge of operation, and is fully responsible for operation after receiving unit(s). Lessor is not responsible for any injuries occurring to Lessee or to any persons using the leased property, Lessee further agrees to hold Lessor free and harmless against any claims, and further, Lessor shall be indemnified for any and all costs incurred due to claim from anyone; including court costs, attorney fees, and other related costs involving the use of this leased equipment. Lessee will provide their own liability insurance unless otherwise specified. Lessee is responsible for the replacement value of the new leased object(s) In the event of theft, vandalism, fire, or any act which may damage or destroy the leased property. Some rentals may be paid by check or credit card by previous arrangement. If a check or credit card voucher is returned unpaid, the check or voucher plus a \$25.00 service fee must be paid in cash when notified. If payment is not received at above address, the check will be turned over to an attorney for collection •minimum charge being an additional \$50.00 and court costs. Failure to observe the terms of this agreement. failure to make payment, or failure to have SPACE WALK equipment available for return as agreed to, shall make Lessee liable to Lessor for an additional one-day rental fee per day until all equipment is returned, plus any court, legal and/or attorney fees Incurred in order to obtain return of these rented products.

RAIN CANCELLATION REFUND POLICY:

The Lessee has the option to cancel up to the time the equipment is released. Refund or Rain Checks will not be issued in the event that the leased equipment is not used for any reason. If the equipment does not work properly, it is up to the Lessee to notify the Lessor to correct.

GENERAL RULES TO FOLLOW FOR SAFE OPERATION:

- 1. Always have an adult present to supervise riders
- 2. Never jump or play on a partially inflated unit
- 3. Do not allow riders to play or climb on outside walls, sides, or roof of unit
- 4. Always follow the number of riders' guidelines listed on the rental agreement
- 5. Do not plug and unplug motor repeatedly as it will cause it to burn up
- 6. Never put a hose or water on a unit
- 7. In case of rain, remove riders and unplug motor and extension cord from wall outlet. After the unit has deflated, fold unit on itself to keep the play area dry
- 8. Be sure unit is on a smooth, level surface and not within five feet of any fixed object
- 9. Do not allow riders to hang on or pull netting or columns
- 10. Do not horseplay on unit
- 11. No food or drink allowed on unit No "Silly String" on unit
- 12. Follow all rules posted on unit and/or blower
- 13. More information can be obtained by calling your Space Walk rental dealer at the number above. Service is available 7 days a week

INFLATABLE SAFETY:

AU Inflatables must be securely anchored to the ground by anchors or sand bags prior to use, In the event of high winds or gusts. The riders should be immediately removed and the product deflated until the weather conditions improve. Constant adult supervision is required. Please consult the rules on the product and if you have any questions, contact your Space Walk rental dealer.

BY SIGNING THIS AGREEMENT, YOU AGREE TO PAY THE AMOUNTS SPECIFIED AND AUTHORIZE THE LESSOR TO CHARGE YOUR CREDIT CARD ACCOUNT; AND/OR IF PAYING BY CHECK, TO ELECTRONICALLY PROCESS YOUR CHECK FOR ELECTRONIC FUNDS TRANSFER. WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE US EITHER TO USE INFORMATION FROM YOUR CHECK TO MAKE A ONE-TIME ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT OR TO PROCESS THE PAYMENT AS A CHECK TRANSACTION. FOR INQUIRIES, PLEASE CALL 1-504-464-6026. WHEN WE USE INFORMATION FROM YOUR CHECK TO MAKE AN ELECTRONIC FUNDS TRANSFER, FUNDS MAY BE WITHDRAWN FROM YOUR ACCOUNT AS SOON AS THE SAME DAY YOU MAKE YOUR PAYMENT, AND YOU WILL NOT RECEIVE YOUR CHECK BACK FROM YOUR FINANCIAL INSTITUTION. IF YOU WISH FOR YOUR CHECK NOT TO BE PROCESSED ELECTRONICALLY YOU MUST INITIAL HERE. ---

WE HAVE YOUR RENTAL SET FOR DELIVERY. YOUR DELIVERY SCHEDULE IS AS FOLLOWS:

Setup Start __ __ , Setup End: __ __

Event Start: __ __ , Event End: __ __

Our delivery personnel will return to pick up the units before: __ __

DIRECTIONS AND COMMENTS

Deliver any time after 11, Event starts at 1 pm. Sandbags only

This agreement serves as your receipt and you must retain a copy. I have read all pages of this rental agreement and understand and agree to be bound by the terms outlines therein.

Accepted or Represented by

Manager



Invoice

Date	Invoice #
3/2/2022	283479

PAID
03/01/2022

Hometown Health TV LLC
dba Red Apples Media
PO Box 490614
Leesburg, FL 34749

Bill to
Worth It
Danielle Hill

352-801-7106
RedApplesMedia.com

P.O. No.	Terms	Due Date	Account #	Project
	Net 15	3/17/2022		
Description	Qty	Rate	Amount	
Re Print: 1 000q 2-sided color Worth It Rack cards		310.00	310.00	
Video production - 2022 Event edits		150.00	150.00	
If you prefer to pay by credit card, a 4% convenience fee is added to your invoice amount. Please call us to make payment			Total	\$460.00
			Payments/Credits	-\$460.00
Please note - Effective Jan 1, 2018, Red Apples Media reserves the right to apply a late fee for past due invoices based on an 15% annual rate (1.25% monthly).			Balance Due	\$0.00

Resource Card Example

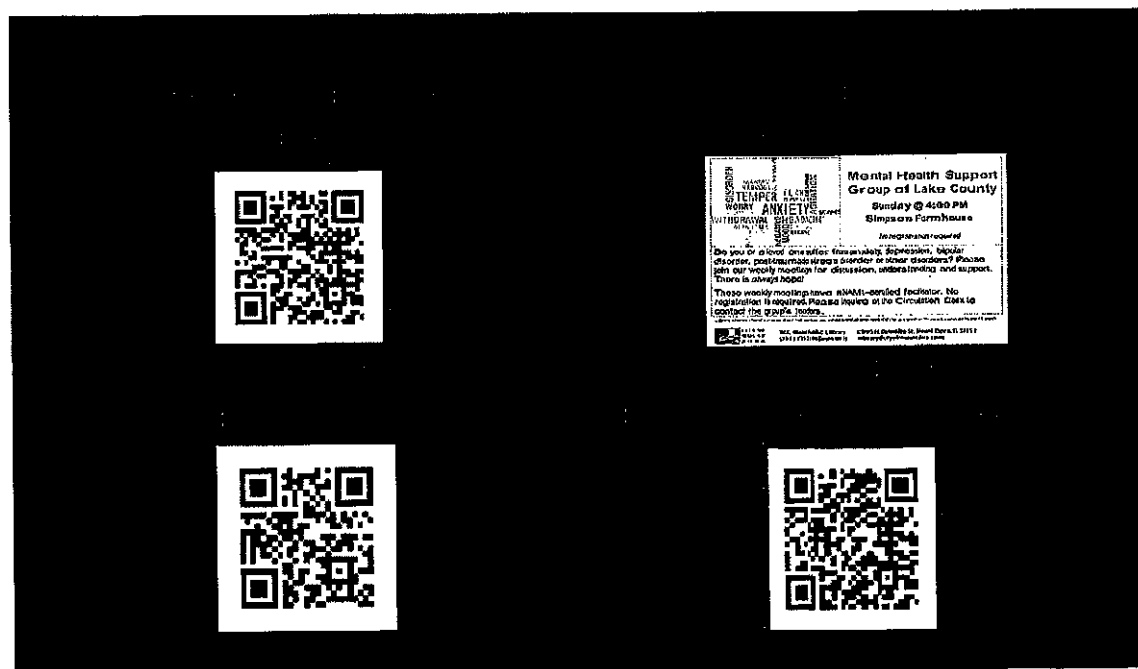


Exhibit A



April 13, 2023

Mike Sheppard
Finance Director
City of Eustis
PO Drawer 68
Eustis, Florida 32727-0068

Re: Grant to Amazing Race for Charity, Inc.

Dear Mike:

We have attached the information you have requested as well as the Memorandum about our event.

Please let us know what else you need from us to provide the funds from the grant.

Thank you very much.

Sincerely yours, _____

Timothy B. Totten
Race Director

TBT/rg
Enclosures

cc: Board of the Amazing Race for Charity, Inc.



MEMORANDUM

Date: April 13, 2023

To: Mike Sheppard, Finance Director, City of Eustis

From: Timothy Totten, Race Director, Amazing Race for Charity, Inc.

Re: Date and Place of our Event, Participants and Community Enrichment

We held our 9th Annual Amazing Race for Charity on April 1, 2023.

We had 152 teams of two, so 304 racers. The majority were adults and most were racing for fun only. Our race is a challenge race and is approximately 5 miles.

We began our race at Fountain Green where we had a bus stop for our racers to be picked up and transported to Trout Lake Nature Center to begin the race and complete a few challenges.

Our racers boarded the bus again at Palmetto Point Park and were taken to Carver Park to continue the race. The Finish Line was at the Eustis Historical Museum.

A race map of our course is attached for your review, along with the promotional graphic we (and others) used on social media.

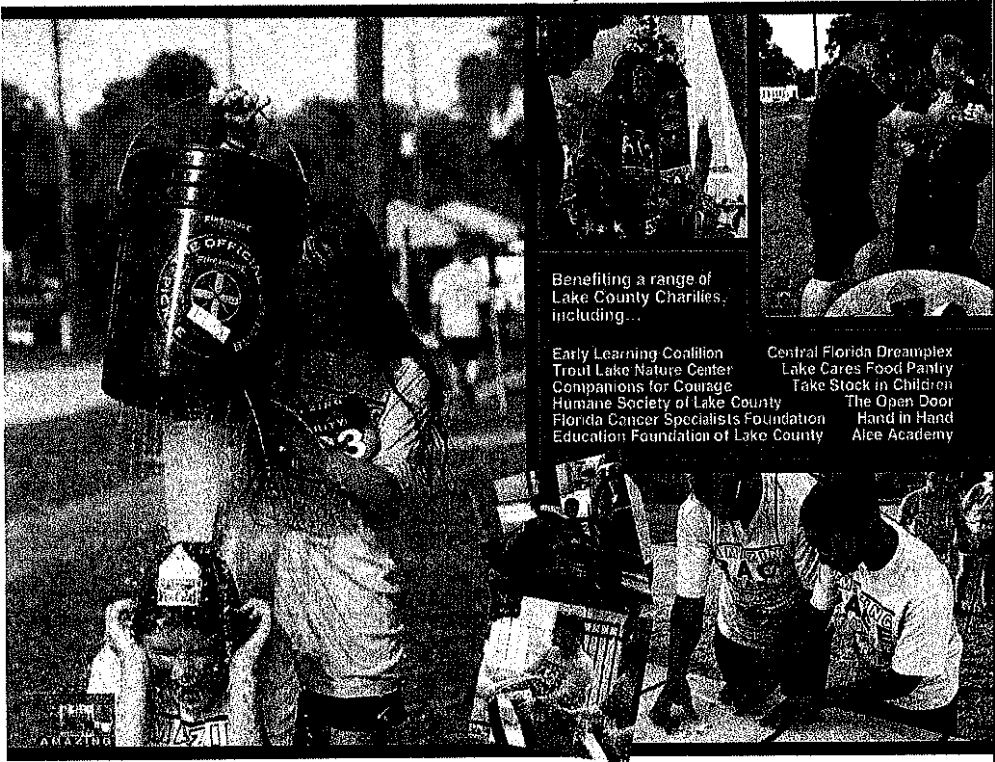
We choose Contributing Charities, up to 12, every year, approximately one year in advance. Our criteria used by our board is that they must benefit the citizens of Lake County. They may benefit other areas as well, but we require a strong focus on our area. They are required to provide us with our application, their proof of being recognized as a charity by the IRS, and a completed W-9 for the current year. They must also agree to provide a certain number of volunteers for the actual event, and must be available for meetings in advance to discuss and learn their challenge and the responsibilities of that challenge.

In addition to the cash benefits the selected charities receive, they are made very visible to our community, before, during and after the race, which gives them needed exposure. Many of our participants are unfamiliar with the charities and the businesses they visit as well.

We are also attaching our annual accounting for this fiscal year to date.

AMAZING RACE FOR CHARITY.com

-APRIL 1, 2023-



2-person teams take on a 5-mile course across the City of Eustis to complete 20 challenges and raise more than \$30,000 for great local charities!

www.AmazingRaceforCharity.com

				Expenses	Donations 2023	Donations 2022
Date	Check#	To	For	Amount	Amount	Amount
7/5/2022		IRS	late penalty, for filing 990EZ late	\$600.00		
7/5/2022	debit	G & C Select Storage	storage fees for 2 units. one month	\$140.00		
82 2022		Alee Academy	2022 race charity donation			\$2,000.00
82 2022	debit	G & C Select Storage	storage fees for 2 units. one month	\$140.00		
92 2022	debit	G & C Select Storage	storage fees for 2 units. one month	\$170.00		
10/4/2022	debit	G & C Select Storage	storage fees for 2 units. one month	\$170.00		
11/2/2022	debit	G & C Select storage	storage fees for 2 units. one month	\$170.00		
12/2/2022	debit	G & C Select Storage	storage fees for 2 units. one month	\$170.00		
1/4 2023	debit	G & C Select Storage	storage fees for 2 units. one month	\$170.00		
2/2/2023	debit	G & C Select Storage	storage fees for 2 units. one month	\$170.00		
2/17/2023	1179	B.E. Thompson	reimburse fees for FDACS 2023	\$76.88		
2 18 2023	debit	PavPal	fee from PavPal payment	\$20.39		
2 24 2023	debit	PavPal	fee from PavPal payment	\$10.44		
2 21 2023	debit	Stripe	transfer for fees	\$28.93		
3/2/2023	debit	G & C Select Storage	storage fees for 2 units one month	\$170.00		
3/15/2023	debit	Prolmprint	250 drawstring race bags	\$411.29		
3/15/2023	debit	Amazon.com	2 boxes of 500 each safety pins	\$21.38		
3/15/2023	debit	Prolmprint	rush charge to get back here on time	\$64.20		
3/24 2023	1180	Tim Totten	reimburse for event insurance on race day	\$351.00		
3/25 2023	1185	Artisan Laser Guild	signs and banners for the race	\$320.00		
3/27/2023	1181	Tio Tops of America. Inc.	race shirts for 2023	\$2,974.00		
3 28/2023	1182	Tim Totten	reimburse for supplies for challenge	\$181.99		
3/29 2023	1183	Striking Effects	polo shirt for BE	\$31.65		
3 30 2023	1184	Party Plus	rental of rope and stanchions for race	\$114.18		
4/1 2023	1186	Vickie Chilla	photographer for race	\$150.00		
4/1/2023	1187	Robin Mathias	photographer for race	\$150.00		
4/1 2023	1188	Brenton Hodges	photographer for race	\$150.00		
4/1 2023	1190	Mike Fafard	photographer for race	\$150.00		
4/1 2023	1192	Michelle Miller	photographer for race	\$150.00		
4/1/2023	1191	eSportsPhoto	race photography and photo printing	\$350.00		
4 2/2023	debit	G & C Select Storage	storage fees for 2 units. one month	\$170.00		
4 3/2023	1189	New Paradigm Marketing Solutions	videographer for the race	\$500.00		
4 3/2023	debit	PavPal	fee from PavPal payment	\$20.39		
4/12/2023	1193	Merrill Insurance	D&O insurance for board	\$569.16		
4 26/2023	debit	GoDaddv.com	yearly website hosting	\$299.88		
4/26/2023	debit	Florida Department of Corporations	annual report	\$62.50		
5/2/2023	debit	G & C Select Storage	storage fees for 2 units. one month	\$170.00		
6/2/2023	debit	G & C Select Storage	storage fees for 2 units. one month	\$170.00		
		FDACS	yearly solicitation filing with state	\$75.00		
		store	expenses for check distribution party			

Item 3.1

	Alee Academy Charter School	2023 race charity donation			
	Central Florida Dreamplex	2023 race charity donation			
	Companions for Courage	2023 race charity donation			
	Early Learning Coalition	2023 race charity donation			
	Education Foundation of Lake Co.	2023 race charity donation			
	Florida Cancer Specialists Foundation	2023 race charity donation			
	Hand in Hand Lake County	2023 race charity donation			
	Humane Society of Lake County	2023 race charity donation			
	Lake Cares Food Pantry	2023 race charity donation			
	LifeStream/Open Door	2023 race charity donation			
	Trout Lake Nature Center	2023 race charity donation			

total for each	\$9,813.26	\$0.00	\$2,000.00
total expenses	\$9,813.26		
total we donated 2023	\$0.00		
total we donated 2022 (this fiscal year)	\$2,000.00		
total paid out (as of 4/13/23)	\$11,813.26		

**AMAZING RACE FOR CHARITY, INC.
GRANT RECEIPTS FOR CONSIDERATION
SUBMITTED TO THE CITY OF EUSTIS**

Hand delivered to the City of Eustis

Item 3.1

DATE	BY	PAID TO	FOR	AMOUNT
3 15 '2023	debit	Prolmprint	250 drawstring race bags	\$411.29
3 15 2023	debit	Amazon.com	2 boxes of 500 each safety pins	\$21.38
3 15 2023	debit	Prolmprint	rush charge to get back here on time	\$64.20
3/24 2023	1180	Tim Totten	reimburse for event insurance on race day	\$351.00
3/25 2023	1185	Artisan Laser Guild	signs and banners for the race	\$320.00
3/27/2023	1181	Tip Tops of America, Inc.	race shirts for 2023	\$2,974.00
3/28 2023	1182	Tim Totten	reimburse for supplies for challenge	\$181.99
3/29 2023	1183	Striking Effects	polo shirt for officer	\$31.65
4/1 2023	1186	Vickie Chilla	photographer for race	\$150.00
4 1 2023	1187	Robin Mathias	photographer for race	\$150.00
4 1 2023	1188	Brenton Hodges	photographer for race	\$150.00
4 1 2023	1190	Mike Fafard	photographer for race	\$150.00
4 1 2023	1192	Michelle Miller	photographer for race	\$150.00
4 1 2023	1191	eSportsPhoto	race photograph and photo printing	\$350.00
4 3/2023	1189	New Paradigm Marketing Solutions	videographer for the race (1/2 price)	\$500.00
4/12/2023	1193	Merrill Insurance	D&O insurance for board	\$569.16
			16 Receipts submitted:	\$6,524.67

**1809 S. Bay St.
Eustis, Florida 32726-5666
Tim Totten, Race Director
352.24.2.8111 text/call
amazingracecharity@gmail.com
AmazingRaceForCharity.com**

Signature

4-13-23

Date

Submitted for your consideration by Timothy Totten:



E-Mail: info@proimprint.com
Phone: 844-776-4677 (Toll Free)

Invoice : PIM23031439
Payment Method : **Visa 9201**
Transaction Type : Authorization and capture
Transaction ID : 64251197541

\$411.29

BILLING
INFORMATION

Robin Richter
Amazing Race for Charity, Inc.
1809 S Bay St
Eustis, FL 32726
United States

Phone : 813-500-2819-
E-Mail : amazingracecharity@gmail.com

SHIPPING
INFORMATION

Robin Richter
Amazing Race for Charity, Inc.
1809 S Bay St
Eustis, FL 32726
United States

Prolmprint
720 Industrial Park Ave, Asheboro, NC 27205
Phone: 844-776-4677 (Toll Free) | info@proimprint.com

03/14/2023



INVOICE

Prolmprint.com
 720 Industrial Park Ave
 Asheboro, NC 27205
 Telephone 844-776-4677
 info@proimprint.com
<https://www.proimprint.com>

Date Added: 03-14-2023
Invoice No: PIM23031439
Payment Method: Credit Card | Debit Card

Amazing Race for Charity, Inc.

To	Ship To (if different address)
Robin Richter 1809 S Bay St, Eustis, Florida 32726 813-500-2819-	Robin Richter 1809 S Bay St, Eustis, Florida 32726 813-500-2819-

Product	Model	Quantity	Unit Price	Total
Custom Non-Woven Sports Packs	PI22542	250	\$1.30	\$325.00
Imprint Method: One Color			Setup Fee:	\$29.99
Imprint Color: Black			Run Charge:	\$0.00
Color: Orange			Handling Charge:	\$0.00
			FedEx Ground (2 to 4 Business Days)	\$31.45
Sub Total:				\$354.99
Total Handling Charge:				\$0.00
Total Shipping:				\$31.45
Tax:				\$24.85
Total				\$411.29

Please Remit Payment to: 720 Industrial Park Ave, Asheboro, NC 27205.



YourPromoTeam:

RUSH CHARGE -
APPROVED BY ROBIN
RICHTER RR

E-Mail: info@proimprint.com

Phone: 844-776-4677 (Toll Free)

Invoice : PIM23031439
Payment Method : Visa XXXX9201
Transaction Type : Authorization and Capture
Transaction ID 64252898983

Amount
\$64.20

BILLING
INFORMATION

Robin Richter
Amazing Race for Charity, Inc.
1809 S Bay St
Eustis, FL 32726
United States

Phone : 813-500-2819-
E-Mail : amazingracecharity@gmail.com

SHIPPING
INFORMATION

Robin Richter
Amazing Race for Charity, Inc.
1809 S Bay St
Eustis, FL 32726
United States

Prolmprint
720 Industrial Park Ave, Asheboro, NC 27205
Phone: 844-776-4677 (Toll Free) | info@proimprint.com

COPY

COPY

Reimbursement for Expenses

Name: Tim Totten

FE FV (ARFC) TXE CH ATC

Total Amount \$ 351.00

Date Paid: 3/24/23

Check #: 1180

Tape receipts below or see attached

14-17

Track your expenses... TAX-DEDUCTIBLE ITEM

Clothing Food Transportation
 Credit Card Utilities Mortgage
 Entertainment Insurance Other: _____

3/24 23 1180

Jim Totten
 Three hundred fifty-one & 00/100
 Race Insurance
 Reimbursement

BALANCE FORWARD	351.00
THIS ITEM	
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

NOT NEGOTIABLE
 NOT NEGOTIABLE

Office/forms/reimbursement for expenses

Details for Order #111-7816516-1297832

Print this page for your records.

Order Placed: March 15, 2023

Amazon.com order number: 111-7816516-1297832

Order Total: \$21.38

Not Yet Shipped

Items Ordered

Price

2 of: *500 Pack Safety Pin, 1.5Inch/38mm Safety Pins Bulk, Safety Pin Size 2, Small Safety Pins with a Convenient Box, Safety Pins for Clothes Home Office* \$9.99

Sold by: Sea tea ([seller profile](#))

Condition: New

Shipping Address:

Amazing Race for Charity
1809 S BAY ST
EUSTIS, FL 32726-5666
United States

Shipping Speed:

Standard Shipping

Payment information

Payment Meth

Visa | Last digits: 9201

Item(s) Subtotal: \$19.98

Shipping & Handling: \$0.00

Billing address

Amazing Race for Charity
1809 S BAY ST
EUSTIS, FL 32726-5666
United States

Total before tax: \$19.98

Estimated tax to be collected: \$1.40

Grand Total: \$21.38

To view the status of your order, return to [Order Summary](#).



Receipt

DATE: 03/24/2023
Policy#: M3483318

<p>www.TheEventHelper.com PO Box 1549, Grass Valley, CA 95945 (530) 477-6521</p>	<p>Policy Limits Each Occurrence (Includes \$1,000,000 Bodily Injury and Property Damage) Damage to Rented Premises \$100,000</p>	<p>Event Details 10 K Run Attendance: 350 people Event Length: 1 day(s)</p>										
<p>Event Holder / Insured Amazing Race for Charity Timothy Totten 1809 South Bay Street Eustis, FL 32726</p> <p>Payment From Timothy Totten Card Number: ****-4990 Card Type: Visa</p>	<p>Cost Breakdown</p> <table border="0"> <tr><td>Premium:</td><td>\$ 254.40</td></tr> <tr><td>Stamping Fee:</td><td>\$ 0.20</td></tr> <tr><td>Tax:</td><td>\$ 12.57</td></tr> <tr><td>Policy Fee:</td><td>\$ 83.83</td></tr> <tr><td>RPG Fee:</td><td>\$ 0.00</td></tr> </table> <p>Personal & Advertising Injury \$1,000,000 Products I Completed Operations Aggregate \$2,000,000 General Aggregate Medical Payments \$2,000,000 \$5,000 Liquor Liability Not Included Waiver of Subrogation Not Included Primary & Non-Contributory Not Included Additional insured(s) Included Hired & Non-Owned Auto Not Included Deductible \$1,000</p>	Premium:	\$ 254.40	Stamping Fee:	\$ 0.20	Tax:	\$ 12.57	Policy Fee:	\$ 83.83	RPG Fee:	\$ 0.00	
Premium:	\$ 254.40											
Stamping Fee:	\$ 0.20											
Tax:	\$ 12.57											
Policy Fee:	\$ 83.83											
RPG Fee:	\$ 0.00											
<p>Refund Policy If I choose to cancel my general liability policy, I will be subject to a refund fee of \$83.83, the full Administration Charge on my policy, In the very unlikely case www.TheEventHelper.com's coverage terms do not meet my venue's insurance requirements and cannot be amended to do so, I am eligible for a full refund of my policy price, No refunds will be issued after the commencement of the policy period.</p>	<p>AMOUNT PAID</p>	<p>\$ 351.00</p>										

2023 Race insurance

*paid by TIM PERSONAL
 please reimburse*

Final Embrace, LLC, d/b/a Artisan Laser Guild
1801 S. Bay Street
Eustis, FL 32726

Date	Invoice#
3/25/2023	230118

Bill To
Amazing Race for Charity, Inc. 1809 S Bay Street Eustis, FL 32726

Ship To

Due Date	P.O. No.	Terms	Project
4/24/2023		Net 30	

Quantity	Description	Rate	Amount
40	18x24 Yard Sign- I-sided	14.00	560.00T
	Discount Charity - We Are proud to support your organization	-50.00%	-280.00
	Banner: \$5.00 per square ft (2'x10')	100.00	100.00T
	Discount Charity - We Are proud to support your organization	-60.00%	-60.00
	Sales Tax Exempt Status	0.00%	0.00

(\$340 discount)

J Track your expenses.. TAX-DEDUCTIBLE ITEM 1185

4 ... \ D Clothing · O'food D TransPrtation
 D Entertainment D Insurance D Mortgage
 Credit Card Utilities 13. other: " +

Artisan Laser Guild
Three hundred twenty + 00/100

d,1 b-dAVfo.W .
JtLAT:ttc9,3',orrt ..

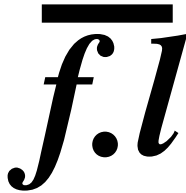
4/3 23

BALANCE FORWARD	320.00
THIS ITEM	320.00
BALANCE	
DEPOSIT	
OTHER OTHER	
BALANCE, FORWARD	

Total \$320.00

Invoice #95129

NJ//Existing w/adjustments//1 over 1//365 tees//Firm due 3/24 6 p.m.



Tip Tops of America, Inc.
 100 S. Bay Street
 Eustis, Florida 32726
 352-357-9559
 http://www.tiptops.com
 sales@tiptops.com

Created March 16, 2023
Customer Due Date March 24, 2023
Invoice Date March 16, 2023
Payment Due-Date March 16, 2023
Total \$2,974.00
Outstanding \$2,974.00

Customer Billing
 The Amazing Race for Charity, Inc
 Tim Totten
 3522428111
 arnazingracecharity@gmail.com

Customer Shipping
 The Amazing Race for Charity, Inc
 Tim Totten

Customer Notes
Firm due date: 3/24 by 6 p.m.
 Adjust previous screen print designs
Big Front:
 Amazing Race 2023
 Change date on front April 1, 2023
Big Back:
 Sponsors some new to add
WHITE INK ON BOTH COLOR SHIRTS FRONT and BACK

category	Item#	Color	Description	XS	S	M	L	XL	2XL	3XL	4XL	SXL	items	Price	-Total
Wicking shirts	ST350	True Red	Sport-Tek - PosiCharge Competitor Tee		92	108	80	37	13	7			337	\$8.00	\$2,696.00
Wicking shirts	ST350	Tropic Blue	Sport-Tek- PosiCharge Competitor Tee.		5	11	5	4	2	1			28	\$8.00	\$224.00
Art													0	\$0.00	\$0.00

Fee	Description	Qty	Amount	Total
	Extended Size 2XL,	15	\$2.00	\$30.00
	Extended Size 3XL,	8	\$3.00	\$24.00

Total Quantity
Item Total

365
 \$2,920.00
 \$54.00
 \$2,974.00
 \$0.00
 \$2,974.00
 \$0.00
 \$2,974.00

Track your expenses... TAX-DEDUCTIBLE ITEM

Clothing Food Transportation
 Credit-Card Utilities Mortgage
 Entertainment Insurance Other:

3/27 23

1181

Tip Tops of America

Two thousand nine hundred seventy-four

2023 Race Shirts

Inv# 95129

BALANCE FORWARD	
THIS ITEM	\$2,974.00
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

Reimbursement for Expenses

Name: Tim Totten FE

CH ATC FE FV (ARFC) _____

Total Amount \$ 181.99

Date Paid: 3/28/23

Check#: 1182

Date includes below or was attached

Track your expenses...

Clothing Food Transportation
 Credit Card Utilities Mortgage
 Entertainment Insurance Other: _____

0 TAX-DEDUCTIBLE ITEM 3 AD J3

{ sum }
 1YV hw1c;wd V - D) J1- qry; !ff-

BALANCE FORWARD	
THIS ITEM	181.99
BALANCE	
DEFERRED	
OTHER	
BALANCE FORWARD	

Reimburse Lowe's

LOWE'S (f) febr' s.c. \$, your name and account number do not appear on this copy.

NOT NEGOTIABLE

LOWE'S HOME CENTERS
 LOWE'S HOME CENTERS, LLC
 1B795 US HIGHWAY 441
 ML DORA, FL 32757 (352) 3B5-3600

- MILITARY • PERSONAL USE SALE -
 *** DUPLICATE ***
 - SALE -
 SALES: S2577fF8 3767B40 TRANS#: 2930810 03-27-23

312626 4-4-12 TREATED 12 GRADE 7 163,04
 ioc38 DISCOUNT EACH -0.0
 •ITEM NOT ELIGIBLE FOR DISCOUNT•
 Bi 20,38
 21795 5/16X4 LAG SCR EVE IN 220 7.04
 0,98 DISCOUNT EACH -0.10
 Bi 0,88

SUBTOTAL: 170,08
 TAX: 11.91
 INVOICE 02023 TOTAL: 181.99
 UISA: 181,99

*challenge at
 Community Garden -
 wood will be
 used there for good*

TOTAL DISCOUNT: 0.80

THANK VDU FDR VDUR
MILITARY SERVICE

UISA: XXXX XXXYXI(99C fi u:IN! pjl '11, 4L.Tüli, .1; ;r",50
 CHIP ü:fl u:t:O/n.,1 .It., • /-... :L

STRIP
EFFECTS
I)

Striking Effects Promotions
205 Bay Road
Mount Dora, FL 32757
Phone: 352-589-2255 Fax: 352-589A2349

Item 3.1

REMITTANCE STUB
Striking Effects

03/28/23

Invoice date

Invoice# 98509
Order# 105965

Job#

AMAZING RACE FOR
Customer

Customer# 71531
45 4P Salesperson

Customer# 71531	S O L D T O	AMAZING RACE FOR CHARITY, INC ATTN: ROBIN RICHTER 1809 S. BAY STREET EUSTIS FL 32726-5666	S H I P A M A Z I N G R A C E F O R C H A R I T Y I N C A T T N : R O B I N R I C H T E R A M A Z I N G R A C E C H A R I T Y @ G M A I L . C O M E U S T I S F L 3 2 7 2 6 - 5 6 6 6
Job# 105965			Via: Cust Pick Up FOB factory

Unit	Customer po #	Salesperson	Order date	Invoice date	Date shipped	Invoice#
0	ROBINRICHT	45 Vicki Paul	03/15/23	03/28/23	03/29/23	98509
Ordered	Shipped	Qty BO	Item#	Description	Price Per	Amount

1	1	K528 4XORG	PA PERFORMANCE JAQUARD POLO - AUTUMN ORANGE 4XL	31.650 EA		31.65
---	---	---------------	--	-----------	--	-------

},r... ".11...!a... k your exp.enses... " . . 0 TAX-DED U:1,EM-1 W-W::i

Lodging
 Credit Card
 Food
 Utilities
 Transportat10!
 Mortgage

Entertainment

Y'J1'AA=fu- !Hv '4- t,§J

OTHER

BAI----- 1

qi€oq

NOT NEGOTIABLE

For added security, your name and account number do not appear on this copy.

Terms On Receipt	31.65	0.00	0.00	0.00	PLEASE PAY THIS AMOUNT	31.65
Tax# 85-8017169719c-6	Sub-total	Insurance	Shpg/Hdlg	Sales tax	>>>>>	Total

Total due 31.65

Thank you for your C011tin!!ld buslooss !! Note; RETURNS are aepeted within10 dliys of delivery andMUST HAVE a return authorizaUon number. YQUr account willbe charged a 15% msloding fee. AD return& must be ln original condition & subject to Inspaclon upon receipt. Apparelddecorated with custom names or franchisee logos are NON-RETURNABLE.This is subject l<- change without notice.

CUSTOMER INVOICE

000

Date 3/29/23

To: Amazing Race for Charity

From: Vickie Chilla

2609 Waterview Drive

Eustis FL 32726

Cell: 352-636-1759

Ref: Invoice

This is an invoice in the amount of \$150.00. To Photograph the event Amazing Race for Charity race for charities April 1st 2023.

Please send check to the above address.

Thank you,

Vickie Chilla

Inv # 32923

Clothing Food Transportation
 CreditCard Utilities Mortgage
 Entertainment Insurance Other:

150.00

BALANCE FORWARD
 THIS ITEM **150.00**
 DEPOSIT
 OTHER
 BALANCE FORWARD

For added security, your name and account number do not appear

NOT NEGOTIABLE

INVOICE

#01

BILLED TO: Amazing Race for Charity

PAY TO: Brenton Hodges
8700 Maitland Summit Blvd. apt 429
Orlando, FL 32810

DESCRIPTION	AMOUNT
Event Photography 4/1/23	\$150.00
TOTAL	\$150.00

Track your expenses... TAX-DEDUCTIBLE ITEM

Clothing Food Transportation
 Credit Card Utilities Mortgage
 Entertainment Insurance Other: _____

4/3 23 11&!

BALANCE FORWARD

THIS ITEM 150.00

BALANCE

DEPOSIT

OTHER

BALANCE FORWARD

Brenton Hodges
One hundred fifty & no/100

DM#01

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

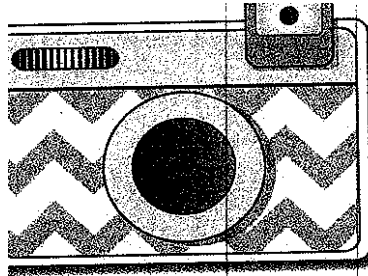
Thank you for your business.

Mike Fafard

17892 Passionflower Circle
Clermont FL 34714

INVOICE

Date 4/1/2023
Invoice# 2023-04011



Bill To:

Amazing Race for Charity
1809 S. Bay Street
Eustis FL 32726

Description		1	150.00
Event Photo Services Amazing Race for Charity			

Comments

Subtotal \$150.00
Taxable _____
Tax Rate _____
Tax _____
Other _____
TOTAL Due _____

Track your expenses...

Clothing Food Transportation
 Credit Card Utilities Mortgage
 Entertainment Insurance Other:

TAX-DEDUCTIBLE ITEM

4/3 23 1190

Mike Fafard
One hundred fifty +

JJhu# Jo JJ,---Ojol

BALANCE FORWARD	
THIS ITEM	150.00
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

PICTURE PLEASE PHOTO BOX LLC



INVOICE

#109

352-348-5709

Picturepleasephotobox@gmail

6533 Dewey Robbins rd.
Howey in the hills, FL
34737

Attention:

Date: April 1, 2023

Project Title: The Amazing Race

Project Description: Race Photos

Description	Quantity	Unit Price	Cost
Race Photos Challenge #3		\$ 150	\$ 150

Subtotal	\$	150
Tax	\$	0
Total	\$	150

Thank you for your Business, we look forward to working with you

Please Make Checks Payable to: Michelle Miller

Track your expenses...
 Clothing Food Transportation
 Credit Card Utilities Mortgage
 Entertainment Insurance Other

TAX-DEDUCTIBLE ITEM

Z3
BALANCE FORWARD

01tt fvU;tc/,Af_a/ p 111A. (! w 3/!Mru+-D EPDSIT :j

\$w#109

For added security, your name and account number- do not appear on this copy.

NOT NEGOTIABLE

eSportsPhoto
1792 College Park Drive
Tavares FL 32778



INVOICE

Date 4/1/2023
Invoice# 2023-0401

Bill To:
Amazing Race for Charity
1809 S. Bay Street
Eustis FL

Description	Quantity	Amount
Event Photo Services 175 X 2	1	350.00

TOTALS	Subtotal	\$350.00
	Taxable	_____
	Tax Rate	_____
	Tax	_____
	Other	_____
	TOTAL Due	\$350.00

Track your expenses... TAX-DEDUCTIBLE ITEM

Clothing- Food Transportation
 Credit Card Utilities Mortgage
 Entertainment Insurance Other: _____

4/3 23

eSportsPhoto
Three hundred fifty + 00/100

INVT# 2023-0401

BALANCE FORWARD	
THIS ITEM	350.00
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

1191
all checks payable to
eSportsPhoto

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE



NEW PARADIGM MARKETING SOLUTIONS

Livingston Group
133 N Grove St Ste A
Eustis, FL 32726
Accounts@NewParadigmMS.com

INVOICE

BILL TO
Timothy Totten
Amazing Race for Charity

INVOICE 2023026
DATE 03/08/2023
TERMS Net30
DUE DATE 04/30/2023

Table with 6 columns: DATE, DESCRIPTION, QTY, RATE, AMOUNT. Includes rows for 'Video sponsor recognition' and '2021 Amazing Race for Charity Video Coverage'.

\$500.00

Check stub form with handwritten notes: 'New Paradigm Marketing', 'Live hundred \$ 500.00', 'Jrmt- 8.t)(), 3/JJ/p', and a table with 'THIS ITEM' value of 500.00.

(Discount of \$500)



1520 S. Bay Street Eustis, FL 32726 (352) 589-5200 (f) 352-589-5222
www.merrillinsu111nce.com

INVOICE

INVOICE DATE
4/11/2023

INSURED

Amazing Race for Charity

TRANSACTION / POLICY EFFECTIVE

DESCRIPTION / COMPANY

AMOUNT DUE

6/9/2023 Directors & Officer's Renewal Payment \$569.16

PLEASE MAKE CHECKS PAYABLE TO: Merrill Insurance
1520 S Bay St
Eustis FL 32726

PAYMENT DUE \$569.16

For added security, your name and account number do not appear on this copy. NOT NEGOTIABLE

Travel
 Entertainment
 Food
 Utilities
 Transportation
 Insurance

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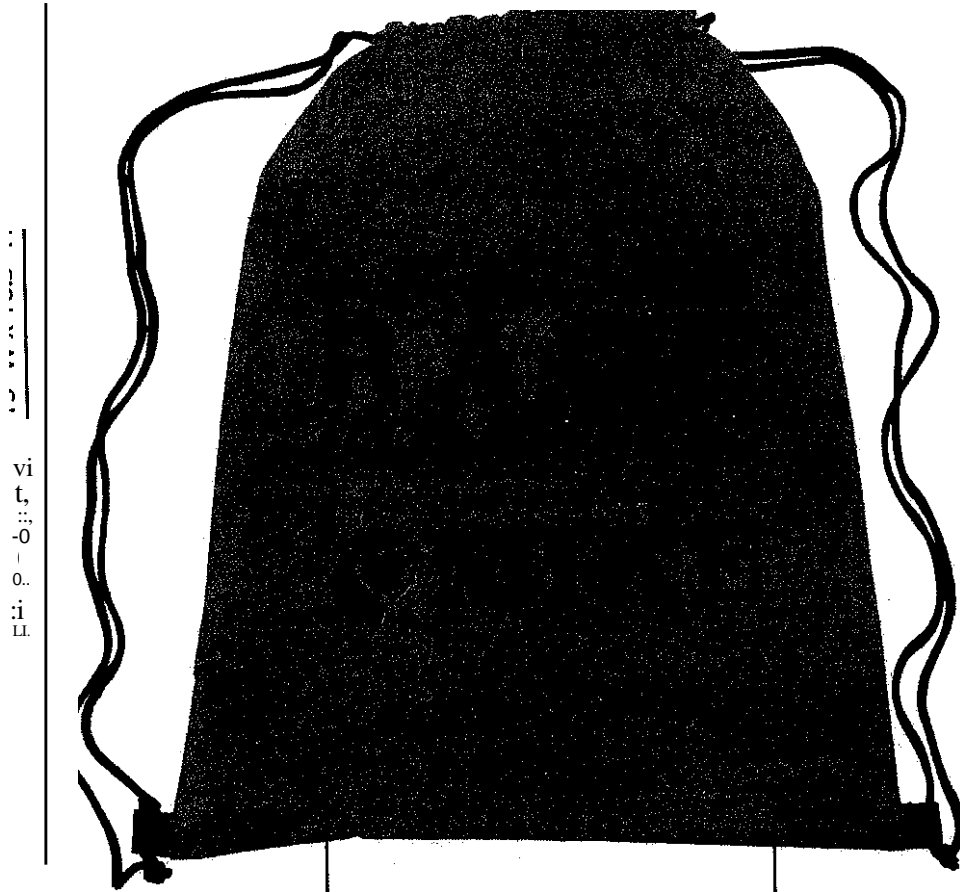
BALANCE	
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BALANCE FORWARD	

PRO MPRINT

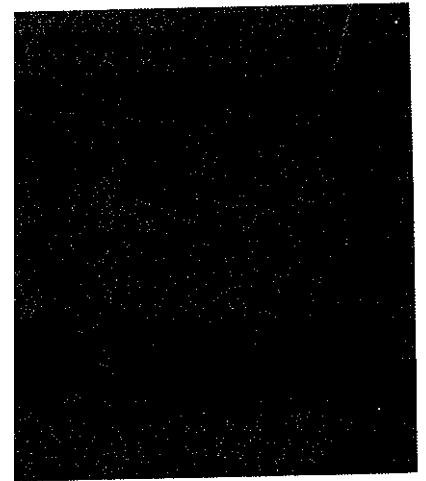
Your Promo Team

This is your proof for printing. Please read this proof thoroughly & pay attention to graphics, details, names, spellings and shipping address.

: 03/14/2023
: PIM23031439
Color : Orange
Color : Black
Print Method : One Color
.Details : PI22542
Qty. : 250
Proof : 1



Your Artwork Size: 8"W x 6.6528" H



Maximum Imprint Size: 8" W x 9" H

*

Please note: We have modified the art for better results because some small text and line details will not hold while printing.

Shipping Address: Robin Richter, Amazing Race for Charity, Inc., 1809 S Bay St, Eustis, FL 32726

CM **K**  **Warning**

Attention: Printed colors may vary from colors shown due to your monitor or printer characteristics. Customer accepts responsibility for all artwork once proof approved.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: May 4, 2023

RE: Elite Baggerz

Introduction:

This item is for presentation of a proposed partnership between the City of Eustis and Elite Baggerz for future motorcycle events.

Background:

Elite Baggerz will hold a Fieldmeet presented by Blue on Saturday, April 29, 2023 at the Lake County Fairgrounds located at 2101 N County Road 452, Eustis, FL 32726.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager

ELITE BAGGERZ FIELDMEET

presented by
Blue



BEST OF SHOW JEEP



BEST OF SHOW SLINGSHOT

FREE ADMISSION
SATURDAY, 04.29.23
11am - until

Lake County Fairgrounds
2101 N County Road 452
Eustis, FL 32726

- **Bike Show & Sound competition...**
sponsored by Alter Ego Baggers & Gator Harley Davidson
(registration from 10a to 1p, competition starts @ 1:30p)
- **Live music (band TBA) - showtime @ 3p**
- **Mechanical bull competition**
- **Food vendors on-site • NO OUTSIDE FOOD/COOLERS**
- **50/50 raffle, Door prizes**
- **Lawn chairs and pop up tents are welcomed**

For vendor info contact Clyde @ 352-630-1113
For more Info contact **Blue** @ 352-636-3292

**The host assumes no responsibility for any drinking and driving,
under the influence, accidents, injuries and/or theft.**

design ~ print ~ web | thewritetype.com ~ 813-267-5597



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: May 4, 2023

RE: Reappointment to City of Eustis Municipal Police Officers' Pension and Retirement System Board of Trustees – Kenneth D. Birkhofer

Introduction:

This item is for consideration of the reappointment of Kenneth D. Birkhofer to the Police Officers' Pension and Retirement system Board of Trustees for a full term to expire March 31, 2025.

Background:

According to Section 70-115(a) of the City's Code of Ordinances, the Police Pension Board shall consist of five members: two police officers who are members of the plan and elected by the members of the City Police Department who are eligible to participate in the fund; two members appointed by the City Commission and one member appointed by the members of the board and confirmed by the City Commission. The non-police officer members must be residents of the City.

In June 2021, Kenneth Birkhofer was appointed to serve a partial term which subsequently expired. He was then appointed to a full two-year term which expired March 31, 2023. Attached is a copy of his request for reappointment form.

Recommended Action:

Staff recommend reappointment of Kenneth D. Birkhofer to the City of Eustis Police Officers' Pension and Retirement System Board of Trustees for a full two-year term to expire March 31, 2025.

Alternatives:

- 1) Do not reappointment Mr. Birkhofer and select someone else to serve on the Board; however, no other applications have been received at this time.
- 2) Confirm the reappointment of Mr. Birkhofer for the requested term.

Prepared By: Christine Halloran, City Clerk

Reviewed By: Tom Carrino, City Manager

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

RE: Reappointment Status (Please check the appropriate box, fill in the remaining information, and sign below)

Dear Sir or Madam:

I no longer wish to serve on the following Board.
Effective Date: _____

Please accept this form as a request for reappointment to the following Board.
Your consideration is appreciated.

Board: Eustis Police Officers' Pension Board

Name: Kenneth D. Birkhofer

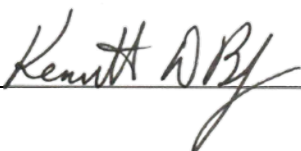
Address: [REDACTED]

Telephone Number: [REDACTED]

Email Address: KenBirkhofer@Eustis.org

Upcoming Commission Meeting Dates I Can Attend: April 6, May 3, or May 18, 2023

Sincerely,

Signature:  Date: 3/31/2023

CITY OF EUSTIS MUNICIPAL POLICE OFFICERS' PENSION AND RETIREMENT SYSTEM
 TRUSTEES (EPPB)
 TWO-YEAR TERMS
 MEETINGS QUARTERLY

Item 4.1

<p>Ken Toler (Elected) City Email: TolerK@eustis.org</p> <p>Term Expiration: 05/12/2023</p>	<p>Kenneth D. Birkhofer (Appointed) City Email: BirkhoferK@eustis.org</p> <p>Term Expiration: 03/31/2025 Re-appointed TBD: 05/04/2023 Term Expiration. 03/31/2023 Appointed: 06/03/2021</p>
<p>Diane Thomas (City Appointed) Secretary</p> <p>City Email: ThomasD@eustis.org</p> <p>Term Expiration. 01/31/2025 Re-appointed 03/2/2023 Term Expiration. 01/31/2023 Re-appointed 05/20/2021 Initial Appt: 04/18/2019</p>	<p>Gary Winheim (Appointed - 5th Trustee - appointed by 4 other members and Eustis City Commission) Chairman</p> <p>City Email: WinheimG@eustis.org</p> <p>Term Expiration: 09/23/22 Renewed 02/08/23</p>
<p>Chris Horst (Elected)</p> <p>Email: Horstc@eustis.org</p> <p>Term Expiration: 02/13/2025 Re-appointed: 2023 Term Expiration: 02/13/2023</p>	<p>Board Attorney: Francheska Sabatini Stone & Gerken, P.A. 4850 North Hwy 19A Mount Dora, FL 32757 (352) 357-0330</p>

EPPB**Sec. 70-115. - Board of trustees.**

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this ordinance is hereby vested in a board of trustees defined elsewhere herein as the board. The board is hereby designated as the plan administrator, provided that it may delegate plan administration duties to a third-party plan administrator in its discretion.

(b) The membership of the board shall consist of five members, two of whom, unless otherwise prohibited by law, must be legal residents of the city and must be appointed by the Eustis City Commission, and two of whom must be full-time police officers defined in F.S. § 185.02(16) who are elected by a majority of the active police officers who are members of such plan. The fifth member shall be chosen by a majority of the previous four members as provided herein, and such person's name shall be submitted to Eustis City Commission. Upon receipt of the fifth person's name, the Eustis City Commission shall, as a ministerial duty, appoint such person to the board. The fifth member shall have the same rights as each of the other four members, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the governing body at whose pleasure he or she serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

(c) The trustees shall, by a majority vote, elect a chairman and a secretary. The secretary of the board shall keep a complete minute book of the actions, proceedings, or hearings of the board. The trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

(d) Each trustee shall be entitled to one vote on the board. Three affirmative votes shall be necessary for any decision by the trustees at any meeting of the board. A trustee shall abstain from voting as the result of a conflict of interest and shall comply with the provisions of F.S. § 112.3143.

(e) The board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the system. The compensation of all persons engaged by the board and all other expenses of the board necessary for the operation of the system shall be paid from the fund at such rates and in such amounts as the board shall agree. In the event the board chooses to use the city's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the board.

(f) The duties and responsibilities of the board shall include, but not necessarily be limited to, the following:

- (1) To construe the provisions of the system and determine all questions arising thereunder.
- (2) To determine all questions relating to eligibility and membership.
- (3) To determine and certify the amount of all retirement allowances or other benefits hereunder.
- (4) To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system.
- (5) To distribute to members, at regular intervals, information concerning the system.
- (6) To receive and process all applications for benefits.
- (7) To authorize all payments whatsoever from the fund, and to notify the custodian, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund.
- (8) To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the system.
- (9) To perform such other duties as are required to prudently administer the system.

(Ord. No. [18-15](#), § 1, 10-18-2018)

Sec. 70-115. Board of trustees.

- (a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this ordinance is hereby vested in a board of trustees defined elsewhere herein as the board. The board is hereby designated as the plan administrator, provided that it may delegate plan administration duties to a third-party plan administrator in its discretion.
- (b) The membership of the board shall consist of five members, two of whom, unless otherwise prohibited by law, must be legal residents of the city and must be appointed by the Eustis City Commission, and two of whom must be full-time police officers defined in F.S. § 185.02(16) who are elected by a majority of the active police officers who are members of such plan. The fifth member shall be chosen by a majority of the previous four members as provided herein, and such person's name shall be submitted to Eustis City Commission. Upon receipt of the fifth person's name, the Eustis City Commission shall, as a ministerial duty, appoint such person to the board. The fifth member shall have the same rights as each of the other four members, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the governing body at whose pleasure he or she serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.
- (c) The trustees shall, by a majority vote, elect a chairman and a secretary. The secretary of the board shall keep a complete minute book of the actions, proceedings, or hearings of the board. The trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.
- (d) Each trustee shall be entitled to one vote on the board. Three affirmative votes shall be necessary for any decision by the trustees at any meeting of the board. A trustee shall abstain from voting as the result of a conflict of interest and shall comply with the provisions of F.S. § 112.3143.
- (e) The board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the system. The compensation of all persons engaged by the board and all other expenses of the board necessary for the operation of the system shall be paid from the fund at such rates and in such amounts as the board shall agree. In the event the board chooses to use the city's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the board.
- (f) The duties and responsibilities of the board shall include, but not necessarily be limited to, the following:
 - (1) To construe the provisions of the system and determine all questions arising thereunder.
 - (2) To determine all questions relating to eligibility and membership.
 - (3) To determine and certify the amount of all retirement allowances or other benefits hereunder.
 - (4) To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system.
 - (5) To distribute to members, at regular intervals, information concerning the system.
 - (6) To receive and process all applications for benefits.
 - (7) To authorize all payments whatsoever from the fund, and to notify the custodian, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund.

-
- (8) To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the system.
 - (9) To perform such other duties as are required to prudently administer the system.
- (g) *Claims procedures.*
- (1) The board shall establish administrative claims procedures to be utilized in processing written requests ("claims"), on matters which affect the substantial rights of any person ("claimant"), including members, retirees, beneficiaries, or any person affected by a decision of the board.
 - (2) The board shall have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at any proceedings provided for in the board's claims procedures. The claimant may request in writing the issuance of subpoenas by the board. A reasonable fee may be charged for the issuance of any subpoenas not to exceed the fees set forth in Florida Statutes.

(Ord. No. 18-15 , § 1, 10-18-2018)

The 2022 Florida Statutes (including Special Session A)

MUNICIPALITIES Title XII
 MUNICIPAL POLICE PENSIONS Chapter 185

[View Entire Chapter](#)

CHAPTER 185 MUNICIPAL POLICE PENSIONS

- 185.01 Legislative declaration.
- 185.015 Short title.
- 185.02 Definitions.
- 185.03 Municipal police officers' retirement trust funds; creation; applicability of provisions; participation by public safety officers.
- 185.04 Actuarial deficits not state obligations.
- 185.05 Board of trustees; members; terms of office; meetings; legal entity; costs; attorney's fees.
- 185.06 General powers and duties of board of trustees.
- 185.061 Use of annuity or insurance policies.
- 185.07 Creation and maintenance of fund.
- 185.08 State excise tax on casualty insurance premiums authorized; procedure.
- 185.085 Determination of local premium tax situs.
- 185.09 Report of premiums paid; date tax payable.
- 185.10 Department of Revenue and Division of Retirement to keep accounts of deposits; disbursements.
- 185.105 Police and Firefighters' Premium Tax Trust Fund.
- 185.11 Funds received by municipalities, deposit in retirement trust fund.
- 185.12 Payment of excise tax credit on similar state excise or license tax.
- 185.13 Failure of insurer to comply with chapter; penalty.
- 185.16 Requirements for retirement.
- 185.161 Optional forms of retirement income.
- 185.162 Beneficiaries.
- 185.18 Disability retirement.
- 185.185 False, misleading, or fraudulent statements made to obtain public retirement benefits prohibited; penalty.
- 185.19 Separation from municipal service; refunds.
- 185.191 Lump-sum payment of small retirement income.
- 185.21 Death prior to retirement; refunds of contributions or payment of death benefits.

- 185.221 Annual report to Division of Retirement; actuarial valuations.
- 185.23 Duties of Division of Retirement; rulemaking authority; investments by State Board of Administration.
- 185.25 Exemption from tax and execution.
- 185.30 Depository for retirement fund.
- 185.31 Municipalities and boards independent of other municipalities and boards and of each other.
- 185.34 Disability in line of duty.
- 185.341 Discrimination in benefit formula prohibited; restrictions regarding designation of joint annuitants.
- 185.35 Municipalities that have their own retirement plans for police officers.
- 185.37 Termination of plan and distribution of fund.
- 185.38 Transfer to another state retirement system; benefits payable.
- 185.39 Applicability.
- 185.50 Retiree health insurance subsidy.
- 185.60 Optional participation.

185.01 Legislative declaration.—

(1) It is hereby found and declared by the Legislature that police officers as hereinafter defined perform both state and municipal functions; that they make arrests for violations of state traffic laws on public highways; that they keep the public peace; that they conserve both life and property; and that their activities are vital to public welfare of this state. Therefore the Legislature declares that it is a proper and legitimate state purpose to provide a uniform retirement system for the benefit of police officers as hereinafter defined and intends, in implementing the provisions of s. 14, Art. X of the State Constitution as they relate to municipal police officers' retirement trust fund systems and plans, that such retirement systems or plans be managed, administered, operated, and funded in such manner as to maximize the protection of police officers' retirement trust funds. Therefore, the Legislature hereby determines and declares that the provisions of this act fulfill an important state interest.

(2) This chapter hereby establishes, for all municipal pension plans provided for under this chapter, including chapter plans and local law plans, minimum benefits and minimum standards for the operation and funding of such plans, hereinafter referred to as municipal police officers' retirement trust funds, which must be met as conditions precedent to the plan or plan sponsor's receiving a distribution of insurance premium tax revenues under s. 185.10. Minimum benefits and minimum standards for each plan may not be diminished by local ordinance or by special act of the Legislature and may not be reduced or offset by any other local, state, or federal plan that includes police officers in its operation, except as provided under s. 112.65.

History.—s. 1, ch. 28230, 1953; s. 1, ch. 86-42; s. 41, ch. 99-1; s. 8, ch. 2015-39.

185.015 Short title.—This chapter may be cited as the “Marvin B. Clayton Police Officers Pension Trust Fund Act.”

History.—s. 3, ch. 2004-21.

185.02 Definitions.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, the term:

- (1) “Additional premium tax revenues” means revenues received by a municipality pursuant to s. 185.10 which exceed base premium tax revenues.
- (2) “Average final compensation” means one-twelfth of the average annual compensation of the 5 best years of the last 10 years of creditable service before retirement, termination, or death.
- (3) “Base premium tax revenues” means:
 - (a) For a local law plan in effect on October 1, 2003, the revenues received by a municipality pursuant to s. 185.10 for the 2002 calendar year.
 - (b) For a local law plan created between October 1, 2003, and March 1, 2015, inclusive, the revenues received by a municipality pursuant to s. 185.10 based upon the tax collections during the second calendar year of participation.
- (4) “Casualty insurance” means automobile public liability and property damage insurance to be applied at the place of residence of the owner, or if the subject is a commercial vehicle, to be applied at the place of business of the owner; automobile collision insurance; fidelity bonds; burglary and theft insurance; and plate glass insurance. The term “multiple peril” means a combination or package policy that includes both property coverage and casualty coverage for a single premium.
- (5) “Chapter plan” means a separate defined benefit pension plan for police officers which incorporates by reference the provisions of this chapter and has been adopted by the governing body of a municipality as provided in s. 185.08. Except as specifically authorized in this chapter, the provisions of a chapter plan may not differ from the plan provisions set forth in ss. 185.01-185.341 and ss. 185.37-185.39. Actuarial valuations of chapter plans shall be conducted by the division as provided by s. 185.221(1)(b).
- (6) “Compensation” or “salary” means, for noncollectively bargained service earned before July 1, 2011, or for service earned under collective bargaining agreements in place before July 1, 2011, the total cash remuneration including “overtime” paid by the primary employer to a police officer for services rendered, but not including any payments for extra duty or special detail work performed on behalf of a second party employer. Overtime may be limited before July 1, 2011, in a local law plan by the plan provisions. For noncollectively bargained service earned on or after July 1, 2011, or for service earned under collective bargaining agreements entered into on or after July 1, 2011, the term has the same meaning except that when calculating retirement benefits, up to 300 hours per year in overtime compensation may be included as specified in the plan or collective bargaining agreement, but payments for accrued unused sick or annual leave may not be included.

(a) Any retirement trust fund or plan that meets the requirements of this chapter does not, solely by virtue of this subsection, reduce or diminish the monthly retirement income otherwise payable to each police officer covered by the retirement trust fund or plan.

(b) The member's compensation or salary contributed as employee-elective salary reductions or deferrals to any salary reduction, deferred compensation, or tax-sheltered annuity program authorized under the Internal Revenue Code shall be deemed to be the compensation or salary the member would receive if he or she were not participating in such program and shall be treated as compensation for retirement purposes under this chapter.

(c) For any person who first becomes a member in any plan year beginning on or after January 1, 1996, compensation for that plan year may not include any amounts in excess of the Internal Revenue Code s. 401(a)(17) limitation, as amended by the Omnibus Budget Reconciliation Act of 1993, which limitation of \$150,000 shall be adjusted as required by federal law for qualified government plans and further adjusted for changes in the cost of living in the manner provided by Internal Revenue Code s. 401(a)(17)(B). For any person who first became a member before the first plan year beginning on or after January 1, 1996, the limitation on compensation may not be less than the maximum compensation amount that was allowed to be taken into account under the plan in effect on July 1, 1993, which limitation shall be adjusted for changes in the cost of living since 1989 in the manner provided by Internal Revenue Code s. 401(a)(17)(1991).

(7) "Creditable service" or "credited service" means the aggregate number of years of service and fractional parts of years of service of any police officer, omitting intervening years and fractional parts of years when such police officer may not have been employed by the municipality subject to the following conditions:

(a) A police officer may not receive credit for years or fractional parts of years of service if he or she has withdrawn his or her contributions to the fund for those years or fractional parts of years of service, unless the police officer repays into the fund the amount he or she has withdrawn, plus interest as determined by the board. The member has at least 90 days after his or her reemployment to make repayment.

(b) A police officer may voluntarily leave his or her contributions in the fund for 5 years after leaving the employ of the police department, pending the possibility of his or her being rehired by the same department, without losing credit for the time he or she has participated actively as a police officer. If he or she is not reemployed as a police officer with the same department within 5 years, his or her contributions shall be returned without interest.

(c) Credited service under this chapter shall be provided only for service as a police officer or for military service and may not include credit for any other type of service. A municipality, by local ordinance, may provide for the purchase of credit for military service occurring before employment as well as prior service as a police officer for some other employer as long as the police officer is not

entitled to receive a benefit for such prior service. For purposes of determining credit for prior service, in addition to service as a police officer in this state, credit may be given for federal, other state, or county service as long as such service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement as provided in chapter 943 or the police officer provides proof to the board of trustees that such service is equivalent to the service required to meet the definition of a police officer.

(d) In determining the creditable service of a police officer, credit for up to 5 years of the time spent in the military service of the Armed Forces of the United States shall be added to the years of actual service if:

1. The police officer is in the active employ of the municipality before such service and leaves a position, other than a temporary position, for the purpose of voluntary or involuntary service in the Armed Forces of the United States.

2. The police officer is entitled to reemployment under the Uniformed Services Employment and Reemployment Rights Act.

3. The police officer returns to his or her employment as a police officer of the municipality within 1 year after the date of his or her release from such active service.

(8) “Deferred Retirement Option Plan” or “DROP” means a local law plan retirement option in which a police officer may elect to participate. A police officer may retire for all purposes of the plan and defer receipt of retirement benefits into a DROP account while continuing employment with his or her employer. However, a police officer who enters the DROP and who is otherwise eligible to participate may not be precluded from participation or continued participation in a supplemental plan in existence on, or created after, March 12, 1999.

(9) “Defined contribution plan” means the component of a local law plan, as provided in s. 185.35(1), to which deposits, if any, are made to provide benefits for police officers, or for police officers and firefighters if both are included. Such component is an element of a local law plan and exists in conjunction with the defined benefit component that meets minimum benefits and minimum standards. The retirement benefits, if any, of the defined contribution plan shall be provided through individual member accounts in accordance with the applicable provisions of the Internal Revenue Code and related regulations and are limited to the contributions, if any, made into each member’s account and the actual accumulated earnings, net of expenses, earned on the member’s account.

(10) “Division” means the Division of Retirement of the Department of Management Services.

(11) “Enrolled actuary” means an actuary who is enrolled under Subtitle C of Title III of the Employee Retirement Income Security Act of 1974 and who is a member of the Society of Actuaries or the American Academy of Actuaries.

(12) “Local law municipality” means any municipality in which a local law plan exists.

(13) “Local law plan” means a retirement plan that includes both a defined benefit plan component and a defined contribution plan component for police officers, or for police officers and firefighters if both are included, as described in s. 185.35, established by municipal ordinance or special act of the Legislature, which sets forth all plan provisions. Local law plan provisions may vary from the provisions of this chapter if minimum benefits and minimum standards are met. However, any such variance must provide a greater benefit for police officers. Actuarial valuations of local law plans shall be conducted by an enrolled actuary as provided in s. 185.221(2)(b).

(14) “Minimum benefits” means the benefits specified in ss. 185.01-185.341 and ss. 185.37-185.50.

(15) “Minimum standards” means the standards specified in ss. 185.01-185.50.

(16) “Police officer” means any person who is elected, appointed, or employed full time by a municipality, who is certified or required to be certified as a law enforcement officer in compliance with s. 943.1395, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. The term includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as those terms are defined in s. 943.10. For the purposes of this chapter only, the term also includes a public safety officer who is responsible for performing both police and fire services. Any plan may provide that the police chief shall have an option to participate in that plan.

(17) “Police Officers’ Retirement Trust Fund” means a trust fund, by whatever name known, as provided under s. 185.03 for the purpose of assisting municipalities in establishing and maintaining a retirement plan for police officers.

(18) “Retiree” or “retired police officer” means a police officer who has entered retirement status. For the purposes of a plan that includes a Deferred Retirement Option Plan (DROP), a police officer who enters the DROP is considered a retiree for all purposes of the plan. However, a police officer who enters the DROP and who is otherwise eligible to participate may not be precluded from participation or continued participation in a supplemental plan in existence on, or created after, March 12, 1999.

(19) “Retirement” means a police officer’s separation from municipal employment as a police officer with immediate eligibility for benefits under the plan. For purposes of a plan that includes a Deferred Retirement Option Plan (DROP), “retirement” means the date a police officer enters the DROP.

(20) “Special act plan” means a plan subject to the provisions of this chapter which was created by an act of the Legislature and continues to require an act of the Legislature to alter plan benefits.

(21) “Special benefits” means benefits provided in a defined contribution plan component for police officers.

(22) “Supplemental plan” means a plan to which deposits of the premium tax moneys as provided in s. 185.08 are made to provide special benefits to police officers, or police officers and firefighters if both are included. Such a plan is an element of a local law plan and exists in conjunction with a defined benefit plan component that meets minimum benefits and minimum standards. Any supplemental plan in existence on March 1, 2015, shall be deemed to be a defined contribution plan in compliance with s. 185.35(6).

(23) “Supplemental plan municipality” means a local law municipality in which any supplemental plan existed as of December 1, 2000.

History.—s. 11, ch. 28230, 1953; s. 1, ch. 29825, 1955; s. 1, ch. 59-320; s. 1, ch. 61-85; s. 7, ch. 79-380; s. 2, ch. 79-388; s. 2, ch. 86-42; s. 43, ch. 91-45; s. 40, ch. 93-193; s. 939, ch. 95-147; s. 14, ch. 95-154; s. 42, ch. 99-1; s. 28, ch. 2000-151; s. 3, ch. 2000-159; s. 2, ch. 2002-66; s. 9, ch. 2009-97; s. 8, ch. 2011-216; s. 9, ch. 2015-39.

185.03 Municipal police officers’ retirement trust funds; creation; applicability of provisions; participation by public safety officers.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) There shall be established a special fund exclusively for the purpose of this chapter, which in the case of chapter plans shall be known as the “Municipal Police Officers’ Retirement Trust Fund,” in each municipality of this state, heretofore or hereafter created, which now has or which may hereafter have a regularly organized police department, and which now owns and uses or which may hereafter own and use equipment and apparatus of a value exceeding \$500 in serviceable condition for the prevention of crime and for the preservation of life and property.

(2)(a) This chapter applies only to municipalities organized and established pursuant to the laws of the state and does not apply to the unincorporated areas of a county or to a governmental entity whose police officers are eligible to participate in the Florida Retirement System.

(b) With respect to the distribution of premium taxes, a single consolidated government consisting of a former county and one or more municipalities, consolidated pursuant to s. 3 or s. 6(e), Art. VIII of the State Constitution, is also eligible to participate under this chapter. The consolidated government shall notify the division when it has entered into an interlocal agreement to provide police services to a municipality within its boundaries. The municipality may enact an ordinance levying the tax as provided in s. 185.08. Upon being provided copies of the interlocal agreement and the municipal ordinance levying the tax, the division may distribute any premium taxes reported for the municipality to the consolidated government as long as the interlocal agreement is in effect.

(3) No municipality shall establish more than one retirement plan for public safety officers which is supported in whole or in part by the distribution of premium tax funds as provided by this chapter or

chapter 175, nor shall any municipality establish a retirement plan for public safety officers which receives premium tax funds from both this chapter and chapter 175.

History.—s. 1, ch. 28230, 1953; s. 2, ch. 29825, 1955; s. 2, ch. 61-119; s. 1, ch. 65-152; s. 7, ch. 79-380; s. 2, ch. 79-388; s. 3, ch. 86-42; s. 43, ch. 99-1; s. 1, ch. 2014-28.

185.04 Actuarial deficits not state obligations.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, actuarial deficits, if any, arising under this chapter are not the obligation of the state.

History.—s. 1b, ch. 28230, 1953; s. 44, ch. 99-1.

185.05 Board of trustees; members; terms of office; meetings; legal entity; costs; attorney’s fees.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) In each municipality described in s. 185.03 there is hereby created a board of trustees of the municipal police officers’ retirement trust fund, which shall be solely responsible for administering the trust fund. Effective October 1, 1986, and thereafter:

(a) The membership of the board of trustees for chapter plans consists of five members, two of whom, unless otherwise prohibited by law, must be legal residents of the municipality and must be appointed by the legislative body of the municipality, and two of whom must be police officers as defined in s. 185.02 who are elected by a majority of the active police officers who are members of such plan. With respect to any chapter plan or local law plan that, on January 1, 1997, allowed retired police officers to vote in such elections, retirees may continue to vote in such elections. The fifth member shall be chosen by a majority of the previous four members, and such person’s name shall be submitted to the legislative body of the municipality. Upon receipt of the fifth person’s name, the legislative body shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of 2 years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of 2 years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of 2 years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office. The terms of office of the appointed and elected members of the board of trustees may be amended by municipal ordinance or special act of the Legislature to extend the terms from 2 years to 4 years. The length of the terms of office shall be the same for all board members.

(b) The membership of boards of trustees for local law plans is as follows:

1. If a municipality has a pension plan for police officers only, the provisions of paragraph (a) shall apply.

2. If a municipality has a pension plan for police officers and firefighters, the provisions of paragraph (a) apply, except that one member of the board shall be a police officer and one member shall be a firefighter as defined in s. 175.032, respectively, elected by a majority of the active firefighters and police officers who are members of the plan.

3. Any board of trustees operating a local law plan on July 1, 1999, which is combined with a plan for general employees shall hold an election of the police officers, or police officers and firefighters if included, to determine whether a plan is to be established for police officers only, or for police officers and firefighters where included. Based on the election results, a new board shall be established as provided in subparagraph 1. or subparagraph 2., as appropriate. The municipality shall enact an ordinance to implement the new board by October 1, 1999. The newly established board shall take whatever action is necessary to determine the amount of assets which is attributable to police officers, or police officers and firefighters where included. Such assets shall include all employer, employee, and state contributions made by or on behalf of police officers, or police officers and firefighters where included, and any investment income derived from such contributions. All such moneys shall be transferred into the newly established retirement plan, as directed by the board.

With respect to any board of trustees operating a local law plan on June 30, 1986, this paragraph does not permit the reduction of the membership percentage of police officers or police officers and firefighters. However, for the sole purpose of changing municipal representation, a municipality may by ordinance change the municipal representation on the board of trustees operating a local law plan by ordinance, only if such change does not reduce the membership percentage of police officers, or police officers and firefighters, or the membership percentage of the municipal representation.

(c) Whenever the active police officer membership of a closed chapter plan or closed local law plan as provided in s. 185.38 falls below 10, an active police officer member seat may be held by either a retired police officer or an active police officer member of the plan who is elected by the active and retired members of the plan. If there are no active or retired police officers remaining in the plan or capable of serving, the remaining board members may elect an individual to serve in the active police officer member seat. Upon receipt of such person's name, the legislative body of the municipality shall, as a ministerial duty, appoint such person to the board of trustees. This paragraph applies only to those plans that are closed to new members under s. 185.38(2), and does not apply to any other municipality having a chapter or local law plan.

(d) If the chapter plan or local law plan with an active membership of 10 or more is closed to new members, the member seats may be held by either a retiree, as defined in s. 185.02, or an active police officer of the plan who has been elected by the active police officers. A closed plan means a plan that is closed to new members but continues to operate, pursuant to s. 185.38(2), for participants who elect to remain in the existing plan. This paragraph applies only to those plans that are closed to

new members pursuant to s. 185.38(2) and does not apply to any other municipality that has a chapter plan or a local law plan.

(2) The trustees shall by majority vote elect from its members a chair and a secretary. The secretary of the board shall keep a complete minute book of the actions, proceedings, or hearings of the board. The trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by Florida law.

(3) The board of trustees shall meet at least quarterly each year.

(4) Each board of trustees shall be a legal entity that shall have, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

(5) In any judicial proceeding or administrative proceeding under chapter 120 brought under or pursuant to the provisions of this chapter, the prevailing party shall be entitled to recover the costs thereof, together with reasonable attorney's fees.

(6) The board of trustees may, upon written request by the retiree of the plan, or by a dependent, if authorized by the retiree or the retiree's beneficiary, authorize the plan administrator to withhold from the monthly retirement payment funds necessary to pay for the benefits being received through the governmental entity from which the employee retired, to pay the certified bargaining agent of the governmental entity, and to make any payments for child support or alimony. Upon the written request of the retiree of the plan, the board of trustees may also authorize the plan administrator to withhold from the retirement payment those funds necessary to pay for premiums for accident, health, and long-term care insurance for the retiree and the retiree's spouse and dependents. A retirement plan does not incur liability for participation in this permissive program if its actions are taken in good faith.

(7) The provisions of this section may not be altered by a participating municipality operating a chapter or local law plan under this chapter.

(8)(a) The board of trustees shall:

1. Provide a detailed accounting report of its expenses for each fiscal year to the plan sponsor and the Department of Management Services and make the report available to each member of the plan and post the report on the board's website, if the board has a website. The report must include all administrative expenses that, for purposes of this subsection, are expenses relating to any legal counsel, actuary, plan administrator, and all other consultants, and all travel and other expenses paid to or on behalf of the members of the board of trustees or anyone else on behalf of the plan.

2. Operate under an administrative expense budget for each fiscal year, provide a copy of the budget to the plan sponsor, and make available a copy of the budget to plan members before the beginning of the fiscal year. If the board of trustees amends the administrative expense budget, the board must provide a copy of the amended budget to the plan sponsor and make available a copy of the amended budget to plan members.

(b) Notwithstanding s. 185.35(2) and (3), a local law plan created by special act before May 27, 1939, must comply with the provisions of this subsection.

History.—s. 2, ch. 28230, 1953; s. 2, ch. 59-320; s. 2, ch. 61-119; s. 4, ch. 86-42; s. 41, ch. 93-193; s. 940, ch. 95-147; s. 45, ch. 99-1; s. 6, ch. 2002-66; s. 8, ch. 2004-21; s. 10, ch. 2009-97; s. 9, ch. 2011-216; s. 10, ch. 2015-39.

185.06 General powers and duties of board of trustees.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) The board of trustees, subject to the fiduciary standards in ss. 112.656, 112.661, and 518.11 and the Code of Ethics in ss. 112.311-112.3187, may:

(a) Invest and reinvest the assets of the retirement trust fund in annuity and life insurance contracts of life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the participants in the municipal police officers' retirement trust fund are entitled under this chapter, and pay the initial and subsequent premiums thereon.

(b) Invest and reinvest the assets of the retirement trust fund in:

1. Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund, or a savings and loan association insured by the Savings Association Insurance Fund administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund.

2. Obligations of the United States or obligations guaranteed as to principal and interest by the United States.

3. Bonds issued by the State of Israel.

4. Bonds, stocks, or other evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia, provided:

a. The corporation is listed on any one or more of the recognized national stock exchanges or on the National Market System of the NASDAQ Stock Market and, in the case of bonds only, holds a rating in one of the three highest classifications by a major rating service; and

b. The board of trustees may not invest more than 5 percent of its assets in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed 5 percent of the outstanding capital stock of the company or the aggregate of its investments under this subparagraph at cost exceed 50 percent of the fund's assets.

This paragraph applies to all boards of trustees and participants. However, if a municipality has a duly enacted pension plan pursuant to, and in compliance with, s. 185.35 and the trustees desire to vary the investment procedures, the trustees of such plan shall request a variance of the investment procedures as outlined herein only through a municipal ordinance or special act of the Legislature; if a special act, or a municipality by ordinance adopted before July 1, 1998, permits a greater than 50-percent equity

investment, such municipality is not required to comply with the aggregate equity investment provisions of this paragraph. Notwithstanding any other provision of law, this section may not be construed to take away any preexisting legal authority to make equity investments that exceed the requirements of this paragraph. Notwithstanding any other provision of law, the board of trustees may invest up to 25 percent of plan assets in foreign securities on a market-value basis. The investment cap on foreign securities may not be revised, amended, repealed, or increased except as provided by general law.

(c) Issue drafts upon the municipal police officers' retirement trust fund pursuant to this act and rules prescribed by the board of trustees. All such drafts shall be consecutively numbered, be signed by the chair and secretary or by two individuals designated by the board who are subject to the same fiduciary standards as the board of trustees under this subsection, and state upon their faces the purposes for which the drafts are drawn. The city treasurer or other depository shall retain such drafts when paid, as permanent vouchers for disbursements made, and no money may otherwise be drawn from the fund.

(d) Finally decide all claims to relief under the board's rules and regulations and pursuant to the provisions of this act.

(e) Convert into cash any securities of the fund.

(f) Keep a complete record of all receipts and disbursements and of the board's acts and proceedings.

(2) Any and all acts and decisions shall be effectuated by vote of a majority of the members of the board; however, no trustee shall take part in any action in connection with his or her own participation in the fund, and no unfair discrimination shall be shown to any individual employee participating in the fund.

(3) The secretary of the board of trustees shall keep a record of all persons receiving retirement payments under the provisions of this chapter, in which shall be noted the time when the pension is allowed and when the pension shall cease to be paid. In this record, the secretary shall keep a list of all police officers employed by the municipality. The record shall show the name, address, and time of employment of such police officer and when he or she ceases to be employed by the municipality.

(4) The sole and exclusive administration of, and the responsibilities for, the proper operation of the retirement trust fund and for making effective the provisions of this chapter are vested in the board of trustees; however, nothing herein shall empower a board of trustees to amend the provisions of a retirement plan without the approval of the municipality. The board of trustees shall keep in convenient form such data as shall be necessary for an actuarial valuation of the retirement trust fund and for checking the actual experience of the fund.

(5)(a) At least once every 3 years, the board of trustees shall retain a professionally qualified independent consultant who shall evaluate the performance of any existing professional money manager and shall make recommendations to the board of trustees regarding the selection of money

managers for the next investment term. These recommendations shall be considered by the board of trustees at its next regularly scheduled meeting. The date, time, place, and subject of this meeting shall be advertised in the same manner as for any meeting of the board.

(b) For the purpose of this subsection, the term “professionally qualified independent consultant” means a consultant who, based on education and experience, is professionally qualified to evaluate the performance of professional money managers, and who, at a minimum:

1. Provides his or her services on a flat-fee basis.
2. Is not associated in any manner with the money manager for the pension fund.
3. Makes calculations according to the American Banking Institute method of calculating time-weighted rates of return. All calculations must be made net of fees.
4. Has 3 or more years of experience working in the public sector.

(6) To assist the board in meeting its responsibilities under this chapter, the board, if it so elects, may:

- (a) Employ independent legal counsel at the pension fund’s expense.
- (b) Employ an independent enrolled actuary, as defined in s. 185.02, at the pension fund’s expense.
- (c) Employ such independent professional, technical, or other advisers as it deems necessary at the pension fund’s expense.

If the board chooses to use the municipality’s or special district’s legal counsel or actuary, or chooses to use any of the municipality’s other professional, technical, or other advisers, it must do so only under terms and conditions acceptable to the board.

(7) Notwithstanding paragraph (1)(b) and as provided in s. 215.473, the board of trustees must identify and publicly report any direct or indirect holdings it may have in any scrutinized company, as defined in that section, and proceed to sell, redeem, divest, or withdraw all publicly traded securities it may have in that company beginning January 1, 2010. The divestiture of any such security must be completed by September 10, 2010. The board and its named officers or investment advisors may not be deemed to have breached their fiduciary duty in any action taken to dispose of any such security, and the board shall have satisfactorily discharged the fiduciary duties of loyalty, prudence, and sole and exclusive benefit to the participants of the pension fund and their beneficiaries if the actions it takes are consistent with the duties imposed by s. 215.473, and the manner of the disposition, if any, is reasonable as to the means chosen. For the purposes of effecting compliance with that section, the pension fund shall designate terror-free plans that allocate their funds among securities not subject to divestiture. No person may bring any civil, criminal, or administrative action against the board of trustees or any employee, officer, director, or advisor of such pension fund based upon the divestiture of any security pursuant to this subsection.

History.—s. 3, ch. 28230, 1953; s. 1, ch. 57-118; s. 3, ch. 59-320; s. 2, ch. 61-119; s. 1, ch. 65-366; ss. 22, 35, ch. 69-106; s. 5, ch. 86-42; s. 941, ch. 95-147; s. 2, ch. 98-134; s. 67, ch. 99-2; s. 18, ch. 99-392; s. 29, ch. 2000-151; s. 11, ch. 2009-97; s. 19, ch. 2010-5; s. 11, ch. 2015-39.

185.061 Use of annuity or insurance policies.—When the board of trustees of any municipality, chapter plan, local law municipality, or local law plan purchases annuity or life insurance contracts to provide all or part of the benefits promised by this chapter, the following principles shall be observed:

- (1) Only those officers who have been members of the retirement trust fund for 1 year or longer may be included in the insured plan.
- (2) Individual policies shall be purchased only when a group insurance plan is not feasible.
- (3) Each application and policy shall designate the pension fund as owner of the policy.
- (4) Policies shall be written on an annual premium basis.
- (5) The type of policy shall be one which for the premium paid provides each individual with the maximum retirement benefit at his or her earliest statutory normal retirement age.
- (6) Death benefit, if any, should not exceed:
 - (a) One hundred times the estimated normal monthly retirement income, based on the assumption that the present rate of compensation continues without change to normal retirement date, or
 - (b) Twice the annual rate of compensation as of the date of termination of service, or
 - (c) The single-sum value of the accrued deferred retirement income (beginning at normal retirement date) at date of termination of service, whichever is greatest.
- (7) An insurance plan may provide that the assignment of insurance contract to separating officer shall be at least equivalent to the return of the officer's contributions used to purchase the contract. An assignment of contract discharges the municipality from all further obligation to the participant under the plan even though the cash value of such contract may be less than the employee's contributions.
- (8) Provisions shall be made, either by issuance of separate policies, or otherwise, that the separating officer does not receive cash values and other benefits under the policies assigned to the officer which exceed the present value of his or her vested interest under the retirement plan, inclusive of the officer's contribution to the plan; the contributions by the state shall not be exhausted faster merely because the method of funding adopted was through insurance companies.
- (9) The police officer shall have the right at any time to give the board of trustees written instructions designating the primary and contingent beneficiaries to receive death benefit or proceeds and the method of the settlement of the death benefit or proceeds, or requesting a change in the beneficiary, designation or method of settlement previously made, subject to the terms of the policy or policies on the officer's life. Upon receipt of such written instructions, the board of trustees shall take the necessary steps to effectuate the designation or change of beneficiary or settlement option.

History.—s. 4, ch. 59-320; s. 2, ch. 61-119; s. 942, ch. 95-147; s. 46, ch. 99-1.

185.07 Creation and maintenance of fund.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) The municipal police officers' retirement trust fund in each municipality described in s. 185.03 shall be created and maintained in the following manner:

(a) By the net proceeds of the .85-percent excise tax which may be imposed by the respective cities and towns upon certain casualty insurance companies on their gross receipts of premiums from holders of policies, which policies cover property within the corporate limits of such municipalities, as is hereinafter expressly authorized.

(b) Except as reduced or increased contributions are authorized by subsection (2), by the payment to the fund of 5 percent of the salary of each full-time police officer duly appointed and enrolled as a member of such police department, which 5 percent shall be deducted by the municipality from the compensation due to the police officer and paid over to the board of trustees of the retirement trust fund wherein such police officer is employed. No police officer shall have any right to the money so paid into the fund except as provided in this chapter.

(c) By all fines and forfeitures imposed and collected from any police officer because of the violation of any rule adopted by the board of trustees.

(d) By payment by the municipality or other sources of a sum equal to the normal cost and the amount required to fund any actuarial deficiency shown by an actuarial valuation conducted under part VII of chapter 112 after taking into account the amounts described in paragraphs (b), (c), (e), (f), and (g) and the tax proceeds described in paragraph (a) which are used to fund benefits provided in a defined benefit plan component.

(e) By all gifts, bequests and devises when donated to the fund.

(f) By all accretions to the fund by way of interest or dividends on bank deposits or otherwise.

(g) By all other sources of income now or hereafter authorized by law for the augmentation of such municipal police officers' retirement trust fund.

(2) Member contribution rates may be adjusted as follows:

(a) The employing municipality, by local ordinance, may elect to make an employee's contributions. However, under no circumstances may a municipality reduce the member contribution to less than one-half of 1 percent of salary.

(b) Police officer member contributions may be increased by consent of the members' collective bargaining representative or, if none, by majority consent of police officer members of the fund.

Nothing in this section shall be construed to require adjustment of member contribution rates in effect on the date this act becomes a law, including rates that exceed 5 percent of salary, provided that such rates are at least one-half of 1 percent of salary.

History.—s. 4, ch. 28230, 1953; s. 3, ch. 29825, 1955; s. 5, ch. 59-320; s. 2, ch. 61-119; s. 6, ch. 86-42; s. 943, ch. 95-147; s. 5, ch. 95-250; s. 47, ch. 99-1; s. 10, ch. 2011-216; s. 12, ch. 2015-39.

185.08 State excise tax on casualty insurance premiums authorized; procedure.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1)(a) Each incorporated municipality in this state described and classified in s. 185.03, as well as each other city or town of this state which on July 31, 1953, had a lawfully established municipal police officers' retirement trust fund or city fund, by whatever name known, providing pension or relief benefits to police officers as provided under this chapter, may assess and impose on every insurance company, corporation, or other insurer now engaged in or carrying on, or who shall hereafter engage in or carry on, the business of casualty insurance as shown by records of the Office of Insurance Regulation of the Financial Services Commission, an excise tax in addition to any lawful license or excise tax now levied by each of the municipalities, respectively, amounting to .85 percent of the gross amount of receipts of premiums from policyholders on all premiums collected on casualty insurance policies covering property within the corporate limits of such municipalities, respectively.

(b) This section applies to a municipality consisting of a single consolidated government consisting of a former county and one or more municipalities, consolidated pursuant to s. 3 or s. 6(e), Art. VIII of the State Constitution, and to casualty insurance policies covering property within the boundaries of the consolidated government, regardless of whether the properties are located within one or more separately incorporated areas within the consolidated government, and provided the properties are being provided with police protection services by the consolidated government.

(2) In the case of multiple peril policies with a single premium for both property and casualty coverages in such policies, 30 percent of such premium shall be used as the basis for the .85-percent tax above.

(3) The excise tax shall be payable annually March 1 of each year after the passing of an ordinance assessing and imposing the tax herein authorized. Installments of taxes shall be paid according to the provisions of s. 624.5092(2)(a), (b), and (c).

History.—s. 5, ch. 28230, 1953; s. 2, ch. 61-119; s. 1, ch. 63-196; ss. 13, 35, ch. 69-106; s. 7, ch. 86-42; s. 24, ch. 87-99; s. 15, ch. 88-206; s. 11, ch. 89-167; s. 944, ch. 95-147; s. 48, ch. 99-1; s. 164, ch. 2003-261; s. 2, ch. 2014-28.

185.085 Determination of local premium tax situs.—

(1)(a) Any insurance company that is obligated to report and remit the excise tax on casualty insurance premiums imposed under s. 185.08 shall be held harmless from any liability, including, but not limited to, liability for taxes, interest, or penalties that would otherwise be due solely as a result of an assignment of an insured property to an incorrect local taxing jurisdiction if the insurance company exercises due diligence in applying an electronic database provided by the Department of Revenue under subsection (2). Insurance companies that do not use the electronic database provided by the Department of Revenue or that do not exercise due diligence in applying the electronic

database for tax years on or after January 1, 2006, are subject to a 0.5 percent penalty on the portion of the premium pertaining to any insured risk that is improperly assigned, whether assigned to an improper local taxing jurisdiction, not assigned to a local taxing jurisdiction when it should be assigned to a local taxing jurisdiction, or assigned to a local taxing jurisdiction when it should not be assigned to a local taxing jurisdiction.

(b) Any insurance company that is obligated to report and remit the excise tax on commercial casualty insurance premiums imposed under s. 185.08 and is unable, after due diligence, to assign an insured property to a specific local taxing jurisdiction for purposes of complying with paragraph (a) shall remit the excise tax on commercial casualty insurance premiums using a methodology of apportionment in a manner consistent with the remittance for the 2004 calendar year. An insurance company which makes two contacts with the agent responsible for a commercial casualty insurance application for the purpose of verifying information on the application necessary for the assignment to the appropriate taxing jurisdiction shall be considered to have exercised due diligence. Any insurance company which complies with the provisions of this paragraph shall not be subject to the penalty provided in paragraph (a).

(2)(a) The Department of Revenue shall, subject to legislative appropriation, create as soon as practical and feasible, and thereafter shall maintain, an electronic database that conforms to any format approved by the American National Standards Institute's Accredited Standards Committee X12 and that designates for each street address and address range in the state, including any multiple postal street addresses applicable to one street location, the local taxing jurisdiction in which the street address and address range is located, and the appropriate code for each such participating local taxing jurisdiction, identified by one nationwide standard numeric code. The nationwide standard numeric code must contain the same number of numeric digits, and each digit or combination of digits must refer to the same level of taxing jurisdiction throughout the United States and must be in a format similar to FIPS 55-3 or other appropriate standard approved by the Federation of Tax Administrators and the Multistate Tax Commission. Each address or address range must be provided in standard postal format, including the street number, street number range, street name, and zip code. Each year after the creation of the initial database, the Department of Revenue shall annually create and maintain a database for the current tax year. Each annual database must be calendar-year specific.

(b)1. Each participating local taxing jurisdiction shall furnish to the Department of Revenue all information needed to create the electronic database as soon as practical and feasible. The information furnished to the Department of Revenue must specify an effective date.

2. Each participating local taxing jurisdiction shall furnish to the Department of Revenue all information needed to create and update the current year's database, including changes in annexations, incorporations, and reorganizations and any other changes in jurisdictional boundaries, as

well as changes in eligibility to participate in the excise tax imposed under this chapter. The information must specify an effective date and must be furnished to the Department of Revenue by July 1 of the current year.

3. The Department of Revenue shall create and update the current year's database in accordance with the information furnished by participating local taxing jurisdictions under subparagraph 1. or subparagraph 2., as appropriate. To the extent practicable, the Department of Revenue shall post each new annual database on a website by September 1 of each year. Each participating local taxing jurisdiction shall have access to this website and, within 30 days thereafter, shall provide any corrections to the Department of Revenue. The Department of Revenue shall finalize the current year's database and post it on a website by November 1 of the current year. If a dispute in jurisdictional boundaries cannot be resolved so that changes in boundaries may be included, as appropriate, in the database by November 1, the changes may not be retroactively included in the current year's database and the boundaries will remain the same as in the previous year's database. The finalized database must be used in assigning policies and premiums to the proper local taxing jurisdiction for the insurance premium tax return due on the following March 1 for the tax year 2005. For subsequent tax years, the finalized database must be used in assigning policies and premiums to the proper local taxing jurisdiction for the insurance premium tax return due for the tax year beginning on or after the January 1 following the website posting of the database. Information contained in the electronic database is conclusive for purposes of this chapter. The electronic database is not an order, a rule, or a policy of general applicability.

4. Each annual database must identify the additions, deletions, and other changes to the preceding version of the database.

(3)(a) As used in this section, the term "due diligence" means the care and attention that is expected from and is ordinarily exercised by a reasonable and prudent person under the circumstances.

(b) Notwithstanding any law to the contrary, an insurance company is exercising due diligence if the insurance company complies with the provisions of paragraph (1)(b) or if the insurance company assigns an insured's premium to local taxing jurisdictions in accordance with the Department of Revenue's annual database and with respect to such database:

1. Expends reasonable resources to accurately and reliably implement such method;
2. Maintains adequate internal controls to correctly include in its database of policyholders the location of the property insured, in the proper address format, so that matching with the department's database is accurate; and
3. Corrects errors in the assignment of addresses to local taxing jurisdictions within 120 days after the insurance company discovers the errors.

(4) There is annually appropriated from the moneys collected under this chapter and deposited in the Police and Firefighter's Premium Tax Trust Fund an amount sufficient to pay the expenses of the

Department of Revenue in administering this section, but not to exceed \$50,000 annually, adjusted annually by the lesser of a 5- percent increase or the percentage of growth in the total collections.

(5) The Department of Revenue shall adopt rules necessary to administer this section, including rules establishing procedures and forms.

(6) Any insurer that is obligated to collect and remit the tax on casualty insurance imposed under s. 185.08 shall be held harmless from any liability, including, but not limited to, liability for taxes, interest, or penalties that would otherwise be due solely as a result of an assignment of an insured risk to an incorrect local taxing jurisdiction, based on the collection and remission of the tax accruing before January 1, 2005, if the insurer collects and reports this tax consistent with filings for periods before January 1, 2005. Further, any insurer that is obligated to collect and remit the tax on casualty insurance imposed under this section is not subject to an examination under s. 624.316 or s. 624.3161 which would occur solely as a result of an assignment of an insured risk to an incorrect local taxing jurisdiction, based on the collection and remission of such tax accruing before January 1, 2005.

History.—s. 4, ch. 2004-21; s. 2, ch. 2009-20.

185.09 Report of premiums paid; date tax payable.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, whenever any municipality passes an ordinance establishing a chapter plan or local law plan and assessing and imposing the tax authorized in s. 185.08, a certified copy of such ordinance shall be deposited with the division; and thereafter every insurance company, corporation, or other insurer carrying on the business of casualty insuring, on or before the succeeding March 1 after date of the passage of the ordinance, shall report fully in writing to the division and the Department of Revenue a just and true account of all premiums received by such insurer for casualty insurance policies covering or insuring any property located within the corporate limits of such municipality during the period of time elapsing between the date of the passage of the ordinance and the end of the calendar year. The aforesaid insurer shall annually thereafter, on March 1, file with the Department of Revenue a similar report covering the preceding year's premium receipts. Every such insurer shall, at the time of making such report, pay to the Department of Revenue the amount of the tax heretofore mentioned. Every insurer engaged in carrying on a general casualty insurance business in the state shall keep accurate books of account of all such business done by it within the limits of such incorporated municipality in such a manner as to be able to comply with the provisions of this chapter. Based on the insurers' reports of premium receipts, the division shall prepare a consolidated premium report and shall furnish to any municipality requesting the same a copy of the relevant section of that report.

History.—s. 6, ch. 28230, 1953; s. 2, ch. 61-85; ss. 12, 13, 35, ch. 69-106; s. 42, ch. 93-193; s. 49, ch. 99-1; s. 7, ch. 2000-355.

185.10 Department of Revenue and Division of Retirement to keep accounts of deposits; disbursements.—For any municipality having a chapter plan or local law plan under this chapter:

(1) The Department of Revenue shall keep a separate account of all moneys collected for each municipality under the provisions of this chapter. All moneys so collected must be transferred to the Police and Firefighters' Premium Tax Trust Fund and shall be separately accounted for by the division. The moneys budgeted as necessary to pay the expenses of the division for the daily oversight and monitoring of the police officers' retirement plans under this chapter and for the oversight and actuarial reviews conducted under part VII of chapter 112 are annually appropriated from the interest and investment income earned on the moneys collected for each municipality or special fire control district and deposited in the Police and Firefighters' Premium Tax Trust Fund. Interest and investment income remaining thereafter in the trust fund which is unexpended and otherwise unallocated by law shall revert to the General Revenue Fund on June 30 of each year.

(2) The Chief Financial Officer shall, on or before July 1 of each year, and at such other times as authorized by the division, draw his or her warrants on the full net amount of money then on deposit pursuant to this chapter in the Police and Firefighters' Premium Tax Trust Fund, specifying the municipalities to which the moneys must be paid and the net amount collected for and to be paid to each municipality, respectively. The sum payable to each municipality is appropriated annually out of the Police and Firefighters' Premium Tax Trust Fund. The warrants of the Chief Financial Officer shall be payable to the respective municipalities entitled to receive them and shall be remitted annually by the division to the respective municipalities. In lieu thereof, the municipality may provide authorization to the division for the direct payment of the premium tax to the board of trustees. In order for a municipality and its retirement fund to participate in the distribution of premium tax moneys under this chapter, all the provisions shall be complied with annually, including state acceptance pursuant to part VII of chapter 112.

History.—s. 7, ch. 28230, 1953; s. 2, ch. 29734, 1955; s. 2, ch. 61-119; ss. 13, 35, ch. 69-106; s. 1, ch. 74-297; s. 4, ch. 85-61; s. 8, ch. 86-42; s. 43, ch. 93-193; s. 13, ch. 94-259; s. 1458, ch. 95-147; s. 6, ch. 95-250; s. 50, ch. 99-1; s. 165, ch. 2003-261.

185.105 Police and Firefighters' Premium Tax Trust Fund.—The Police and Firefighters' Premium Tax Trust Fund is created, to be administered by the Division of Retirement of the Department of Management Services. Funds credited to the trust fund, as provided in chapter 95-250, Laws of Florida, or similar legislation, shall be expended for the purposes set forth in that legislation.

History.—s. 1, ch. 95-249.

¹**Note.**—Also published at s. 175.1215.

185.11 Funds received by municipalities, deposit in retirement trust fund.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, all state and other funds received by any municipality under the provisions of this chapter shall be deposited by the municipality immediately, and under no circumstances more than 5 days after receipt, with the board of trustees. In lieu thereof, the municipality may provide authorization to the division for the direct

payment of the premium tax to the board of trustees. The board shall deposit such moneys in the Municipal Police Officers' Retirement Trust Fund immediately, and under no circumstances more than 5 days after receipt. Employee contributions, however, which are withheld by the employer on behalf of an employee member shall be deposited immediately after each pay period with the board of trustees of the municipal police officers' retirement trust fund. Employer contributions shall be deposited at least quarterly.

History.—s. 8, ch. 28230, 1953; s. 2, ch. 61-119; s. 9, ch. 86-42; s. 51, ch. 99-1.

185.12 Payment of excise tax credit on similar state excise or license tax.—The tax herein authorized shall in nowise be additional to the similar state excise or license tax imposed by part IV, chapter 624, but the payor of the tax hereby authorized shall receive credit therefor on his or her state excise or license tax and the balance of said state excise or license tax shall be paid to the Department of Revenue as provided by law.

History.—s. 9, ch. 28230, 1953; s. 3, ch. 61-85; ss. 13, 35, ch. 69-106; s. 10, ch. 86-42; s. 945, ch. 95-147; s. 52, ch. 99-1.

185.13 Failure of insurer to comply with chapter; penalty.—If any insurance company, corporation or other insurer fails to comply with the provisions of this chapter, on or before March 1 in each year as herein provided, the certificate of authority issued to said insurance company, corporation or other insurer to transact business in this state may be canceled and revoked by the Office of Insurance Regulation of the Financial Services Commission, and it is unlawful for any such insurance company, corporation or other insurer to transact any business thereafter in this state unless such insurance company, corporation or other insurer shall be granted a new certificate of authority to transact business in this state, in compliance with provisions of law authorizing such certificate of authority to be issued. The division shall be responsible for notifying the Office of Insurance Regulation regarding any such failure to comply.

History.—s. 10, ch. 28230, 1953; ss. 13, 35, ch. 69-106; s. 53, ch. 99-1; s. 166, ch. 2003-261.

185.16 Requirements for retirement.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, any police officer who completes 10 or more years of creditable service as a police officer and attains age 55, or completes 25 years of creditable service as a police officer and attains age 52, and for such period has been a member of the retirement fund is eligible for normal retirement benefits. Normal retirement under the plan is retirement from the service of the city on or after the normal retirement date. In such event, for chapter plans and local law plans, payment of retirement income will be governed by the following provisions of this section:

(1) The normal retirement date of each police officer will be the first day of the month coincident with or next following the date on which the police officer has completed 10 or more years of creditable service and attained age 55 or completed 25 years of creditable service and attained age 52.

(2)(a) The amount of the monthly retirement income payable to a police officer who retires on or after his or her normal retirement date shall be an amount equal to the number of the police officer's years of credited service multiplied by 2.75 percent of his or her average final compensation.

(b) Effective July 1, 2015, a plan that is in compliance with this chapter except that the plan provides a benefit that is less than 2.75 percent of the average final compensation of a police officer for all years of credited service or provides an effective benefit that is less than 2.75 percent as a result of a maximum benefit limitation:

1. Must maintain, at a minimum, the percentage amount or maximum benefit limitation in effect on July 1, 2015, and is not required to increase the benefit to 2.75 percent of the average final compensation of a police officer for all years of credited service; or

2. If the plan changes the percentage amount or maximum benefit limitation to 2.75 percent or more of the average final compensation of a police officer for all years of credited service, the plan may not thereafter decrease the percentage amount or the maximum benefit limitation to less than 2.75 percent of the average final compensation of a police officer for all years of credited service.

(3) The monthly retirement income payable in the event of normal retirement will be payable on the first day of each month. The first payment will be made on the police officer's normal retirement date, or on the first day of the month coincident with or next following the police officer's actual retirement, if later, and the last payment will be the payment due next preceding the police officer's death; except that, in the event the police officer dies after retirement but before receiving retirement benefits for a period of 10 years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the police officer for the balance of such 10-year period, or, if no beneficiary is designated, to the estate of the police officer, as provided in s. 185.162. If a police officer continues in the service of the city beyond his or her normal retirement date and dies prior to the date of actual retirement, without an option made pursuant to s. 185.161 being in effect, monthly retirement income payments will be made for a period of 10 years to a beneficiary (or beneficiaries) designated by the police officer as if the police officer had retired on the date on which death occurred, or, if no beneficiary is designated, to the estate of the police officer, as provided in s. 185.162.

(4) Early retirement under the plan is retirement from the service of the city, with the consent of the city, as of the first day of any calendar month which is prior to the police officer's normal retirement date but subsequent to the date as of which the police officer has both attained the age of 50 years and completed 10 years of contributing service. In the event of early retirement, payment of retirement income will be governed as follows:

(a) The early retirement date shall be the first day of the calendar month coincident with or immediately following the date a police officer retires from the service of the city under the provisions of this section prior to his or her normal retirement date.

(b) The monthly amount of retirement income payable to a police officer who retires prior to his or her normal retirement date under the provisions of this section shall be an amount computed as described in subsection (2), taking into account his or her credited service to the date of actual retirement and his or her final monthly compensation as of such date, such amount of retirement income to be actuarially reduced to take into account the police officer's younger age and the earlier commencement of retirement income payments. In no event shall the early retirement reduction exceed 3 percent for each year by which the member's age at retirement preceded the member's normal retirement age, as provided in subsection (1).

(c) The retirement income payable in the event of early retirement will be payable on the first day of each month. The first payment will be made on the police officer's early retirement date and the last payment will be the payment due next preceding the retired police officer's death; except that, in the event the police officer dies before receiving retirement benefits for a period of 10 years, the same monthly benefit will be paid to the beneficiary designated by the police officer for the balance of such 10-year period, or, if no designated beneficiary is surviving, the same monthly benefit for the balance of such 10-year period shall be payable as provided in s. 185.162.

History.—s. 14, ch. 28230, 1953; s. 4, ch. 29825, 1955; s. 6, ch. 59-320; s. 5, ch. 61-85; s. 2, ch. 63-196; s. 1, ch. 70-128; s. 12, ch. 86-42; s. 946, ch. 95-147; s. 56, ch. 99-1; s. 13, ch. 2015-39.

185.161 Optional forms of retirement income.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1)(a) In lieu of the amount and form of retirement income payable in the event of normal or early retirement as specified in s. 185.16, a police officer, upon written request to the board of trustees and subject to the approval of the board of trustees, may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one of the following options:

1. A retirement income of larger monthly amount, payable to the police officer for his or her lifetime only.

2. A retirement income of a modified monthly amount, payable to the police officer during the joint lifetime of the police officer and a joint annuitant designated by the police officer, and following the death of either of them, 100 percent, 75 percent, 66 $\frac{2}{3}$ percent, or 50 percent of such monthly amount payable to the survivor for the lifetime of the survivor.

3. Such other amount and form of retirement payments or benefit as, in the opinion of the board of trustees, will best meet the circumstances of the retiring police officer.

(b) The police officer upon electing any option of this section must designate the joint annuitant or beneficiary to receive the benefit, if any, payable under the plan in the event of the police officer's death, and may change such designation but any such change shall be deemed a new election and is subject to approval by the pension committee. Such designation must name a joint annuitant or one or more primary beneficiaries where applicable. If a police officer has elected an option with a joint

annuitant or beneficiary and his or her retirement income benefits have commenced, he or she may change the designated joint annuitant or beneficiary but only if the board of trustees consents to such change and if the joint annuitant last designated by the police officer is alive when he or she files with the board of trustees a request for such change. The consent of a police officer's joint annuitant or beneficiary to any such change is not required. The board of trustees may request evidence of the good health of the joint annuitant being removed, and the amount of the retirement income payable to the police officer upon the designation of a new joint annuitant shall be actuarially redetermined taking into account the ages and gender of the former joint annuitant, the new joint annuitant, and the police officer. Each designation must be made in writing on a form prepared by the board of trustees and filed with the board of trustees. If no designated beneficiary survives the police officer, such benefits as are payable in the event of the death of the police officer subsequent to his or her retirement shall be paid as provided in s. 185.162.

(c) Notwithstanding paragraph (b), a retired police officer may change his or her designation of joint annuitant or beneficiary up to two times as provided in s. 185.341 without the approval of the board of trustees or the current joint annuitant or beneficiary. The retiree need not provide proof of the good health of the joint annuitant or beneficiary being removed, and the joint annuitant or beneficiary being removed need not be living.

(2) Retirement income payments shall be made under the option elected in accordance with the provisions of this section and shall be subject to the following limitations:

(a) If a police officer dies prior to his or her normal retirement date or early retirement date, whichever first occurs, no benefit will be payable under the option to any person, but the benefits, if any, will be determined under s. 185.21.

(b) If the designated beneficiary or joint annuitant dies before the police officer's retirement under the plan, the option elected is canceled automatically and a retirement income of the normal form and amount is payable to the police officer upon his or her retirement as if the election had not been made, unless a new election is made in accordance with this section or a new beneficiary is designated by the police officer before his or her retirement and within 90 days after the death of the beneficiary.

(c) If both the retired police officer and the designated beneficiary (or beneficiaries) die before the full payment has been effected under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of subparagraph (1)(a)3., the board of trustees may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with s. 185.162.

(d) If a police officer continues beyond his or her normal retirement date pursuant to the provisions of s. 185.16(1) and dies prior to actual retirement and while an option made pursuant to the provisions of this section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to a beneficiary (or beneficiaries) designated by the police officer in the

amount or amounts computed as if the police officer had retired under the option on the date on which death occurred.

(3) No police officer may make any change in his or her retirement option after the date of cashing or depositing his or her first retirement check.

History.—s. 7, ch. 59-320; s. 13, ch. 86-42; s. 947, ch. 95-147; s. 57, ch. 99-1; s. 12, ch. 2009-97.

185.162 Beneficiaries.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) Each police officer may, on a form, provided for that purpose, signed and filed with the board of trustees, designate a choice of one or more persons, named sequentially or jointly, as his or her beneficiary (or beneficiaries) to receive the benefit, if any, which may be payable in the event of the police officer's death, and each designation may be revoked by such police officer by signing and filing with the board of trustees a new designation or beneficiary form.

(2) If no beneficiary is named in the manner provided by subsection (1), or if no beneficiary designated by the member survives him or her, the death benefit, if any, which may be payable under the plan with respect to such deceased police officer shall be paid by the board of trustees to the estate of such deceased police officer, provided that in any of such cases the board of trustees, in its discretion, may direct that the commuted value of the remaining monthly income payments be paid in a lump sum. Any payment made to any person pursuant to this subsection shall operate as a complete discharge of all obligations under the plan with regard to such deceased police officer and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons ever interested hereunder.

(3) Notwithstanding any other provision of law to the contrary, the surviving spouse of any pension participant member killed in the line of duty shall not lose survivor retirement benefits if the spouse remarries. The surviving spouse of such deceased member whose benefit terminated because of remarriage shall have the benefit reinstated as of July 1, 1994, at an amount that would have been payable had such benefit not been terminated.

History.—s. 7, ch. 59-320; s. 5, ch. 94-171; s. 1459, ch. 95-147; s. 58, ch. 99-1.

185.18 Disability retirement.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) A police officer having 10 or more years of credited service, or a police officer who becomes totally and permanently disabled in the line of duty, regardless of length of service, may retire from the service of the city under the plan if he or she becomes totally and permanently disabled as defined in subsection (2) by reason of any cause other than a cause set out in subsection (3) on or after the effective date of the plan. Such retirement shall herein be referred to as disability retirement.

(2) A police officer will be considered totally disabled if, in the opinion of the board of trustees, he or she is wholly prevented from rendering useful and efficient service as a police officer; and a police

officer will be considered permanently disabled if, in the opinion of the board of trustees, such police officer is likely to remain so disabled continuously and permanently from a cause other than as specified in subsection (3).

(3) A police officer will not be entitled to receive any disability retirement income if the disability is a result of:

- (a) Excessive and habitual use by the police officer of drugs, intoxicants, or narcotics;
- (b) Injury or disease sustained by the police officer while willfully and illegally participating in fights, riots, civil insurrections or while committing a crime;
- (c) Injury or disease sustained by the police officer while serving in any armed forces;
- (d) Injury or disease sustained by the police officer after employment has terminated;
- (e) Injury or disease sustained by the police officer while working for anyone other than the city and arising out of such employment.

(4) No police officer shall be permitted to retire under the provisions of this section until examined by a duly qualified physician or surgeon, to be selected by the board of trustees for that purpose, and is found to be disabled in the degree and in the manner specified in this section. Any police officer retiring under this section may be examined periodically by a duly qualified physician or surgeon or board of physicians and surgeons to be selected by the board of trustees for that purpose, to determine if such disability has ceased to exist.

(5) The benefit payable to a police officer who retires from the service of the city with a total and permanent disability as a result of a disability is the monthly income payable for 10 years certain and life for which, if the police officer's disability occurred in the line of duty, his or her monthly benefit shall be the accrued retirement benefit, but shall not be less than 42 percent of his or her average monthly compensation as of the police officer's disability retirement date. If after 10 years of service the disability is other than in the line of duty, the police officer's monthly benefit shall be the accrued normal retirement benefit, but shall not be less than 25 percent of his or her average monthly compensation as of the police officer's disability retirement date.

(6) The monthly retirement income to which a police officer is entitled in the event of his or her disability retirement shall be payable on the first day of the first month after the board of trustees determines such entitlement. However, the monthly retirement income shall be payable as of the date the board determines such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be, if the police officer recovers from the disability, the payment due next preceding the date of such recovery or, if the police officer dies without recovering from his or her disability, the payment due next preceding death or the 120th monthly payment, whichever is later. In lieu of the benefit payment as provided in this subsection, a police officer may select an optional form as provided in s. 185.161. Any monthly retirement income payments due after

the death of a disabled police officer shall be paid to the police officer's designated beneficiary (or beneficiaries) as provided in ss. 185.162 and 185.21.

(7) If the board of trustees finds that a police officer who is receiving a disability retirement income is no longer disabled, as provided herein, the board of trustees shall direct that the disability retirement income be discontinued. Recovery from disability as used herein shall mean the ability of the police officer to render useful and efficient service as a police officer.

(8) If the police officer recovers from disability and reenters the service of the city as a police officer, his or her service will be deemed to have been continuous, but the period beginning with the first month for which the police officer received a disability retirement income payment and ending with the date he or she reentered the service of the city may not be considered as credited service for the purposes of the plan.

History.—s. 16, ch. 28230, 1953; s. 6, ch. 59-320; s. 6, ch. 61-85; s. 2, ch. 61-119; s. 2, ch. 70-128; s. 14, ch. 86-42; s. 948, ch. 95-147; s. 59, ch. 99-1.

185.185 False, misleading, or fraudulent statements made to obtain public retirement benefits prohibited; penalty.—

(1) It is unlawful for a person to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit available under a retirement plan receiving funding under this chapter.

(2)(a) A person who violates subsection (1) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(b) In addition to any applicable criminal penalty, upon conviction for a violation described in subsection (1), a participant or beneficiary of a pension plan receiving funding under this chapter may, in the discretion of the board of trustees, be required to forfeit the right to receive any or all benefits to which the person would otherwise be entitled under this chapter. For purposes of this paragraph, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

History.—s. 60, ch. 99-1.

185.19 Separation from municipal service; refunds.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) If any police officer leaves the service of the municipality before accumulating aggregate time of 10 years toward retirement and before being eligible to retire under the provisions of this chapter, such police officer shall be entitled to a refund of all of his or her contributions made to the municipal police officers' retirement trust fund without interest, less any benefits paid to him or her.

(2) If any police officer who has been in the service of the municipality for at least 10 years elects to leave his or her accrued contributions, if contributions are required, in the municipal police officers'

retirement trust fund, such police officer upon attaining age 50 years or more may retire at the actuarial equivalent of the amount of such retirement income otherwise payable to him or her, as provided in s. 185.16(4), or, upon attaining age 55 years, may retire as provided in s. 185.16(2).

History.—s. 17, ch. 28230, 1953; s. 6, ch. 59-320; s. 7, ch. 61-85; s. 2, ch. 61-119; s. 949, ch. 95-147; s. 61, ch. 99-1.

185.191 Lump-sum payment of small retirement income.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, notwithstanding any provision of the plan to the contrary, if the monthly retirement income payable to any person entitled to benefits hereunder is less than \$100 or if the single-sum value of the accrued retirement income is less than \$2,500 as of the date of retirement or termination of service, whichever is applicable, the board of trustees, in the exercise of its discretion, may specify that the actuarial equivalent of such retirement income be paid in a lump sum.

History.—s. 7, ch. 59-320; s. 62, ch. 99-1.

185.21 Death prior to retirement; refunds of contributions or payment of death benefits.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) If a police officer dies before being eligible to retire, the heirs, legatees, beneficiaries, or personal representatives of such deceased police officer shall be entitled to a refund of 100 percent, without interest, of the contributions made to the municipal police officers' retirement trust fund by such deceased police officer or, in the event an annuity or life insurance contract has been purchased by the board on such police officer, then to the death benefits available under such life insurance or annuity contract, subject to the limitations on such death benefits set forth in s. 185.061 whichever amount is greater.

(2) If a police officer having at least 10 years of credited service dies prior to retirement, his or her beneficiary is entitled to the benefits otherwise payable to the police officer at early or normal retirement age.

In the event that a death benefit paid by a life insurance company exceeds the limit set forth in s. 185.061(6), the excess of the death benefit over the limit shall be paid to the municipal police officers' retirement trust fund. However, death benefits as provided pursuant to s. 112.19 or any other state or federal law shall not be included in the calculation of death or retirement benefits provided under this chapter.

History.—s. 19, ch. 28230, 1953; s. 6, ch. 29825, 1955; s. 3, ch. 57-118; s. 6, ch. 59-320; s. 2, ch. 61-119; s. 15, ch. 86-42; s. 6, ch. 90-138; s. 950, ch. 95-147; s. 63, ch. 99-1.

185.221 Annual report to Division of Retirement; actuarial valuations.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, the board of trustees for every chapter plan and local law plan shall submit the following reports to the division:

(1) With respect to chapter plans:

(a) Each year by February 1, the chair or secretary of each municipal police officers' retirement trust fund operating a chapter plan shall file a report with the division which contains:

1. A statement of whether in fact the municipality is within the provisions of s. 185.03.
2. An independent audit by a certified public accountant if the fund has \$250,000 or more in assets, or a certified statement of accounting if the fund has less than \$250,000 in assets, for the most recent plan year, showing a detailed listing of assets and methods used to value them and a statement of all income and disbursements during the year. Such income and disbursements shall be reconciled with the assets at the beginning and end of the year.
3. A statistical exhibit showing the total number of police officers on the force of the municipality, the number included in the retirement plan and the number ineligible classified according to the reasons for their being ineligible, and the number of disabled and retired police officers and their beneficiaries receiving pension payments and the amounts of annual retirement income or pension payments being received by them.
4. A statement of the amount the municipality, or other income source, has contributed to the retirement plan for the most recent plan year and the amount the municipality will contribute to the retirement plan for the current plan year.
5. If any benefits are insured with a commercial insurance company, the report shall include a statement of the relationship of the insured benefits to the benefits provided by this chapter. This report shall also contain information about the insurer, basis of premium rates and mortality table, interest rate and method used in valuing retirement benefits.

(b) In addition to annual reports provided under paragraph (a), by February 1 of each triennial year, an actuarial valuation of the chapter plan must be made by the division at least once every 3 years, as provided in s. 112.63, commencing 3 years from the last actuarial valuation of the plan or system for existing plans, or commencing 3 years from the issuance of the initial actuarial impact statement submitted under s. 112.63 for newly created plans. To that end, the chair of the board of trustees for each municipal police officers' retirement trust fund operating under a chapter plan shall report to the division such data as the division needs to complete an actuarial valuation of each fund. The forms for each municipality shall be supplied by the division. The expense of the actuarial valuation shall be borne by the municipal police officers' retirement trust fund established by s. 185.10. The requirements of this section are supplemental to the actuarial valuations necessary to comply with s. 218.39.

(2) With respect to local law plans:

(a) Each year, on or before March 15, the trustees of the retirement plan shall submit the following information to the division in order for the retirement plan of such municipality to receive a share of the state funds for the then-current calendar year:

1. A certified copy of each and every instrument constituting or evidencing the plan. This includes the formal plan, including all amendments, the trust agreement, copies of all insurance contracts, and formal announcement materials.
2. An independent audit by a certified public accountant if the fund has \$250,000 or more in assets, or a certified statement of accounting if the fund has less than \$250,000 in assets, for the most recent plan year, showing a detailed listing of assets and a statement of all income and disbursements during the year. Such income and disbursements must be reconciled with the assets at the beginning and end of the year.
3. A certified statement listing the investments of the plan and a description of the methods used in valuing the investments.
4. A statistical exhibit showing the total number of police officers, the number included in the plan, and the number ineligible classified according to the reasons for their being ineligible, and the number of disabled and retired police officers and their beneficiaries receiving pension payments and the amounts of annual retirement income or pension payments being received by them.
5. A certified statement describing the methods, factors, and actuarial assumptions used in determining the cost.
6. A certified statement by an enrolled actuary showing the results of the latest actuarial valuation of the plan and a copy of the detailed worksheets showing the computations used in arriving at the results.
7. A statement of the amount the municipality, or other income source, has contributed toward the plan for the most recent plan year and will contribute toward the plan for the current plan year.

When any of the items required hereunder is identical to the corresponding item submitted for a previous year, it is not necessary for the trustees to submit duplicate information if they make reference to the item in the previous year's report.

(b) In addition to annual reports provided under paragraph (a), an actuarial valuation of the retirement plan must be made at least once every 3 years, as provided in s. 112.63, commencing 3 years from the last actuarial valuation of the plan or system for existing plans, or commencing 3 years from issuance of the initial actuarial impact statement submitted under s. 112.63 for newly created plans. Such valuation shall be prepared by an enrolled actuary, subject to the following conditions:

1. The assets shall be valued as provided in s. 112.625(7).
2. The cost of the actuarial valuation must be paid by the individual police officer's retirement trust fund or by the sponsoring municipality.
3. A report of the valuation, including actuarial assumptions and type and basis of funding, shall be made to the division within 3 months after the date of the valuation. If any benefits are insured with a commercial insurance company, the report must include a statement of the relationship of the

retirement plan benefits to the insured benefits, the name of the insurer, the basis of premium rates, and the mortality table, interest rate, and method used in valuing the retirement benefits.

History.—s. 7, ch. 59-320; s. 2, ch. 61-119; ss. 13, 35, ch. 69-106; s. 16, ch. 86-42; s. 44, ch. 93-193; s. 951, ch. 95-147; s. 8, ch. 96-324; s. 64, ch. 99-1; s. 43, ch. 2001-266; s. 16, ch. 2004-305.

185.23 Duties of Division of Retirement; rulemaking authority; investments by State Board of Administration.—

(1) The division shall be responsible for the daily oversight and monitoring for actuarial soundness of the municipal police officers' retirement plans, whether chapter or local law plans, established under this chapter, for receiving and holding the premium tax moneys collected under this chapter, and, upon determining compliance with the provisions of this chapter, for disbursing those moneys to the municipal police officers' retirement plans. The funds to pay the expenses for such administration shall be annually appropriated from the interest and investment income earned on moneys deposited in the trust fund.

(2) The State Board of Administration shall invest and reinvest the moneys in the trust fund in accordance with ss. 215.44-215.53. Costs incurred by the board in carrying out the provisions of this section shall be deducted from the interest and investment income accruing to the trust fund.

History.—s. 20, ch. 28230, 1953; ss. 13, 35, ch. 69-106; s. 45, ch. 93-193; s. 7, ch. 95-250; s. 13, ch. 98-200; s. 65, ch. 99-1; s. 30, ch. 2000-151; s. 50, ch. 2012-116.

185.25 Exemption from tax and execution.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, the pensions, annuities, or any other benefits accrued or accruing to any person under any municipality, chapter plan, local law municipality, or local law plan under the provisions of this chapter and the accumulated contributions and the cash securities in the funds created under this chapter are exempted from any state, county, or municipal tax of the state and shall not be subject to execution or attachment or to any legal process whatsoever and shall be unassignable.

History.—s. 21, ch. 28230, 1953; s. 66, ch. 99-1.

185.30 Depository for retirement fund.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, all funds of the municipal police officers' retirement trust fund of any municipality, chapter plan, local law municipality, or local law plan under this chapter may be deposited by the board of trustees with the treasurer of the municipality acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he or she is liable for the safekeeping of funds for the municipality. However, any funds so deposited with the treasurer of the municipality shall be kept in a separate fund by the municipal treasurer or clearly identified as such funds of the municipal police officers' retirement trust fund. In lieu thereof, the board of trustees shall deposit the funds of the municipal police officers' retirement trust fund in a

qualified public depository as defined in s. 280.02, which depository with regard to such funds shall conform to and be bound by all of the provisions of chapter 280.

History.—s. 26, ch. 28230, 1953; s. 2, ch. 61-119; s. 19, ch. 86-42; s. 3, ch. 88-185; s. 954, ch. 95-147; s. 69, ch. 99-1.

185.31 Municipalities and boards independent of other municipalities and boards and of each other.—In the enforcement and interpretation of the provisions of this chapter for any municipality, chapter plan, local law municipality, or local law plan under this chapter, each municipality shall be independent of any other municipality, and the board of trustees of the municipal police officers' retirement trust fund of each municipality shall function for the municipality which they are to serve as trustees. Each board of trustees shall be independent of each municipality for which it serves as board of trustees to the extent required to accomplish the intent, requirements, and responsibilities provided for in this chapter.

History.—s. 27, ch. 28230, 1953; s. 2, ch. 61-119; s. 20, ch. 86-42; s. 70, ch. 99-1.

185.34 Disability in line of duty.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, any condition or impairment of health of any and all police officers employed in the state caused by tuberculosis, hypertension, heart disease, or hardening of the arteries, resulting in total or partial disability or death, shall be presumed to be accidental and suffered in line of duty unless the contrary be shown by competent evidence. Any condition or impairment of health caused directly or proximately by exposure, which exposure occurred in the active performance of duty at some definite time or place without willful negligence on the part of the police officer, resulting in total or partial disability, shall be presumed to be accidental and suffered in the line of duty, provided that such police officer shall have successfully passed a physical examination upon entering such service, which physical examination including electrocardiogram failed to reveal any evidence of such condition, and, further, that such presumption shall not apply to benefits payable under or granted in a policy of life insurance or disability insurance. This section shall be applicable to all police officers only with reference to pension and retirement benefits under this chapter.

History.—ss. 1, 2, ch. 57-340; s. 1, ch. 67-580; s. 62, ch. 79-40; s. 21, ch. 86-42; s. 72, ch. 99-1.

185.341 Discrimination in benefit formula prohibited; restrictions regarding designation of joint annuitants.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) No plan shall discriminate in its benefit formula based on color, national origin, sex, or marital status.

(2)(a) If a plan offers a joint annuitant option and the member selects such option, or if a plan specifies that the member's spouse is to receive the benefits that continue to be payable upon the death of the member, then, in both of these cases, after retirement benefits have commenced, a retired member may change the designation of joint annuitant or beneficiary only twice.

(b) Any retired member who desires to change the joint annuitant or beneficiary shall file with the board of trustees of his or her plan a notarized notice of such change either by registered letter or on such form as is provided by the administrator of the plan. Upon receipt of a completed change of joint annuitant form or such other notice, the board of trustees shall adjust the member's monthly benefit by the application of actuarial tables and calculations developed to ensure that the benefit paid is the actuarial equivalent of the present value of the member's current benefit. Nothing herein shall preclude a plan from actuarially adjusting benefits or offering options based upon sex, age, early retirement, or disability.

(3) Eligibility for coverage under the plan must be based upon length of service, or attained age, or both, and benefits must be determined by a nondiscriminatory formula based upon:

- (a) Length of service and compensation; or
- (b) Length of service.

History.—s. 22, ch. 86-42; s. 955, ch. 95-147; s. 73, ch. 99-1.

185.35 Municipalities that have their own retirement plans for police officers.—In order for a municipality that has its own retirement plan for police officers, or for police officers and firefighters if both are included, to participate in the distribution of the tax fund established under s. 185.08, a local law plan must meet minimum benefits and minimum standards, except as provided in the mutual consent provisions in paragraph (1)(g) with respect to the minimum benefits not met as of October 1, 2012.

(1) If a municipality has a retirement plan for police officers, or for police officers and firefighters if both are included, which, in the opinion of the division, meets minimum benefits and minimum standards, the board of trustees of the retirement plan must place the income from the premium tax in s. 185.08 in such plan for the sole and exclusive use of its police officers, or its police officers and firefighters if both are included, where it shall become an integral part of that plan and be used to fund benefits as provided herein. Effective October 1, 2015, for noncollectively bargained service or upon entering into a collective bargaining agreement on or after July 1, 2015:

(a) The base premium tax revenues must be used to fund minimum benefits or other retirement benefits in excess of the minimum benefits as determined by the municipality.

(b) Of the additional premium tax revenues received that are in excess of the amount received for the 2012 calendar year, 50 percent must be used to fund minimum benefits or other retirement benefits in excess of the minimum benefits as determined by the municipality, and 50 percent must be placed in a defined contribution plan component to fund special benefits.

(c) Additional premium tax revenues not described in paragraph (b) must be used to fund benefits that are not included in the minimum benefits. If the additional premium tax revenues subject to this paragraph exceed the full annual cost of benefits provided through the plan which are in excess of the

minimum benefits, any amount in excess of the full annual cost must be used as provided in paragraph (b).

(d) Of any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, 50 percent of the amount of the accumulations must be used to fund special benefits and 50 percent must be applied to fund any unfunded actuarial liabilities of the plan; provided that any amount of accumulations in excess of the amount required to fund the unfunded actuarial liabilities must be used to fund special benefits.

(e) For a plan created after March 1, 2015, 50 percent of the insurance premium tax revenues must be used to fund defined benefit plan component benefits, with the remainder used to fund defined contribution plan component benefits.

(f) If a plan offers benefits in excess of the minimum benefits, such benefits, excluding supplemental plan benefits in effect as of September 30, 2014, may be reduced if the plan continues to meet minimum benefits and the minimum standards. The amount of insurance premium tax revenues previously used to fund benefits in excess of the minimum benefits before the reduction, excluding the amount of any additional premium tax revenues distributed to a supplemental plan for the 2012 calendar year, must be used as provided in paragraph (b). However, benefits in excess of the minimum benefits may not be reduced if a plan does not meet the minimum percentage amount of 2.75 percent of the average final compensation of a police officer or provides an effective benefit that is less than 2.75 percent as a result of a maximum benefit limitation, as described in s. 185.16(2)(b).

(g) Notwithstanding paragraphs (a)-(f), the use of premium tax revenues, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of this subsection by mutual consent of the members' collective bargaining representative or, if none, by a majority of the police officer members of the fund, and by consent of the municipality, provided that the plan continues to meet minimum benefits and minimum standards; however, a plan that operates pursuant to this paragraph and does not meet the minimum benefits as of October 1, 2012, may continue to provide the benefits that do not meet the minimum benefits at the same level as was provided as of October 1, 2012, and all other benefit levels must continue to meet the minimum benefits. Such mutually agreed deviation must continue until modified or revoked by subsequent mutual consent of the members' collective bargaining representative or, if none, by a majority of the police officer members of the fund, and the municipality. An existing arrangement for the use of premium tax revenues contained within a special act plan or a plan within a supplemental plan municipality is considered, as of July 1, 2015, to be a deviation for which mutual consent has been granted.

(2) The premium tax provided by this chapter must be used in its entirety to provide retirement benefits to police officers, or to police officers and firefighters if both are included. Local law plans created by special act before May 27, 1939, shall be deemed to comply with this chapter.

(3) A retirement plan or amendment to a retirement plan may not be proposed for adoption unless the proposed plan or amendment contains an actuarial estimate of the costs involved. Such proposed plan or proposed plan change may not be adopted without the approval of the municipality or, where required, the Legislature. Copies of the proposed plan or proposed plan change and the actuarial impact statement of the proposed plan or proposed plan change shall be furnished to the division before the last public hearing on the proposal is held. Such statement must also indicate whether the proposed plan or proposed plan change is in compliance with s. 14, Art. X of the State Constitution and those provisions of part VII of chapter 112 which are not expressly provided in this chapter. Notwithstanding any other provision, only those local law plans created by special act of legislation before May 27, 1939, are deemed to meet the minimum benefits and minimum standards in this chapter.

(4) Notwithstanding any other provision, with respect to any supplemental plan municipality:

(a) Section 185.02(6)(a) does not apply, and a local law plan and a supplemental plan may continue to use their definition of compensation or salary in existence on March 12, 1999.

(b) A local law plan and a supplemental plan must continue to be administered by a board or boards of trustees numbered, constituted, and selected as the board or boards were numbered, constituted, and selected on December 1, 2000.

(5) The retirement plan setting forth the benefits and the trust agreement, if any, covering the duties and responsibilities of the trustees and the regulations of the investment of funds must be in writing and copies made available to the participants and to the general public.

(6) In addition to the defined benefit component of the local law plan, each plan sponsor must have a defined contribution plan component within the local law plan by October 1, 2015, for noncollectively bargained service, upon entering into a collective bargaining agreement on or after July 1, 2015, or upon the creation date of a new participating plan. Depending upon the application of subsection (1), a defined contribution component may or may not receive any funding.

(7) Notwithstanding any other provision of this chapter, a municipality that has implemented or proposed changes to a local law plan based on the municipality's reliance on an interpretation of this chapter by the Department of Management Services on or after August 14, 2012, and before March 3, 2015, may continue the implemented changes or continue to implement proposed changes. Such reliance must be evidenced by a written collective bargaining proposal or agreement, or formal correspondence between the municipality and the Department of Management Services which describes the specific changes to the local law plan, with the initial proposal, agreement, or correspondence from the municipality dated before March 3, 2015. Changes to the local law plan which are otherwise contrary to minimum benefits and minimum standards may continue in effect until the earlier of October 1, 2018, or the effective date of a collective bargaining agreement that is contrary to the changes to the local law plan.

History.—s. 7, ch. 59-320; s. 2, ch. 61-119; s. 3, ch. 63-196; ss. 13, 35, ch. 69-106; s. 23, ch. 86-42; s. 47, ch. 93-193; s. 956, ch. 95-147; s. 74, ch. 99-1; s. 7, ch. 2002-66; s. 6, ch. 2004-21; s. 11, ch. 2011-216; s. 14, ch. 2015-39; s. 31, ch. 2020-2.

185.37 Termination of plan and distribution of fund.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, the plan may be terminated by the municipality. Upon termination of the plan by the municipality for any reason, or because of a transfer, merger, or consolidation of governmental units, services, or functions as provided in chapter 121, or upon written notice to the board of trustees by the municipality that contributions under the plan are being permanently discontinued, the rights of all employees to benefits accrued to the date of such termination or discontinuance and the amounts credited to the employees' accounts are nonforfeitable. The fund shall be distributed in accordance with the following procedures:

(1) The board of trustees shall determine the date of distribution and the asset value required to fund all the nonforfeitable benefits, after taking into account the expenses of such distribution. The board shall inform the municipality if additional assets are required, in which event the municipality shall continue to financially support the plan until all nonforfeitable benefits have been funded.

(2) The board of trustees shall determine the method of distribution of the asset value, whether distribution shall be by payment in cash, by the maintenance of another or substituted trust fund, by the purchase of insured annuities, or otherwise, for each police officer entitled to benefits under the plan, as specified in subsection (3).

(3) The board of trustees shall distribute the asset value as of the date of termination in the manner set forth in this subsection, on the basis that the amount required to provide any given retirement income is the actuarially computed single-sum value of such retirement income, except that if the method of distribution determined under subsection (2) involves the purchase of an insured annuity, the amount required to provide the given retirement income is the single premium payable for such annuity. The actuarial single-sum value may not be less than the employee's accumulated contributions to the plan, with interest if provided by the plan, less the value of any plan benefits previously paid to the employee.

(4) If there is asset value remaining after the full distribution specified in subsection (3), and after payment of any expenses incurred with such distribution, such excess shall be returned to the municipality, less return to the state of the state's contributions, provided that, if the excess is less than the total contributions made by the municipality and the state to date of termination of the plan, such excess shall be divided proportionately to the total contributions made by the municipality and the state.

(5) The board of trustees shall distribute, in accordance with the manner of distribution determined under subsection (2), the amounts determined under subsection (3).

If, after 24 months after the date the plan terminated or the date the board received written notice that the contributions thereunder were being permanently discontinued, the municipality or the board of trustees of the municipal police officers' retirement trust fund affected has not complied with all the provisions in this section, the Department of Management Services shall effect the termination of the fund in accordance with this section.

History.—s. 8, ch. 61-85; s. 2, ch. 61-119; s. 4, ch. 63-196; s. 24, ch. 86-42; s. 48, ch. 93-193; s. 957, ch. 95-147; s. 76, ch. 99-1; s. 13, ch. 2009-97.

185.38 Transfer to another state retirement system; benefits payable.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter:

(1) Any police officer who has a vested right to benefits under a pension plan created pursuant to the provisions of this chapter and who elects to participate in another state retirement system may not receive a benefit under the provisions of the latter retirement system for any year's service for which benefits are paid under the provisions of the pension plan created pursuant to this chapter.

(2) When every active participant in any pension plan created pursuant to this chapter elects to transfer to another state retirement system, the pension plan created pursuant to this chapter shall be terminated and the assets distributed in accordance with s. 185.37. If some participants in a pension plan created pursuant to this chapter elect to transfer to another state retirement system and other participants elect to remain in the existing plan created pursuant to this chapter, the plan created pursuant to this chapter shall continue to receive state premium tax moneys until fully funded. If the plan is fully funded at a particular valuation date and not fully funded at a later valuation date, the plan shall resume receipt of state premium tax moneys until the plan is once again determined to be fully funded. "Fully funded" means that the present value of all benefits, accrued and projected, is less than the available assets and the present value of future member contributions and future plan sponsor contributions on an actuarial entry age cost funding basis. Effective May 31, 1998, for plans discussed herein, the plan shall remain in effect until the final benefit payment has been made to the last participant or beneficiary and shall then be terminated in accordance with s. 185.37.

History.—s. 25, ch. 86-42; s. 77, ch. 99-1; s. 8, ch. 2002-66.

185.39 Applicability.—This act applies to all municipalities, chapter plans, local law municipalities, or local law plans presently existing or to be created pursuant to this chapter. Those plans presently existing pursuant to s. 185.35 and not in compliance with the provisions of this act must comply no later than December 31, 1999. However, the plan sponsor of any plan established by special act of the Legislature shall have until July 1, 2000, to comply with the provisions of this act, except as otherwise provided in this act with regard to establishment and election of board members. The provisions of this act shall be construed to establish minimum standards and minimum benefit levels, and nothing contained in this act or in chapter 185 shall operate to reduce presently existing rights or benefits of any police officer, directly, indirectly, or otherwise.

History.—s. 26, ch. 86-42; s. 78, ch. 99-1.

185.50 Retiree health insurance subsidy.—For any municipality, chapter plan, local law municipality, or local law plan under this chapter, under the broad grant of home rule powers under the Florida Constitution and chapter 166, municipalities have the authority to establish and administer locally funded health insurance subsidy programs. Pursuant thereto:

(1) **PURPOSE.**—The purpose of this section is to allow municipalities the option to use premium tax moneys, as provided for under this chapter, to establish and administer health insurance subsidy programs which will provide a monthly subsidy payment to retired members of any municipal police officers' pension trust fund system or plan as provided under this chapter, or to beneficiaries who are spouses or financial dependents entitled to receive benefits under such a plan, in order to assist such retired members or beneficiaries in paying the costs of health insurance.

(2) **MUNICIPAL RETIREE HEALTH INSURANCE SUBSIDY TRUST FUNDS; ESTABLISHMENT AND TERMINATION.**—

(a) Any municipality having a municipal police officers' pension trust fund system or plan as provided under this chapter may, in its discretion, establish by ordinance a trust fund to be known as the Municipal Police Officers' Retiree Health Insurance Subsidy Trust Fund. This fund may be a separate account established for such purpose in the existing municipal police officers' pension fund, provided that all funds deposited in such account are segregated from, and not commingled with, pension funds or other public moneys and that the account otherwise conforms to the requirements of subsection (8). The trust fund shall be used to account for all moneys received and disbursed pursuant to this section.

(b) Prior to the second reading of the ordinance before the municipal legislative body, an actuarial valuation must be performed by an enrolled actuary as defined in s. 185.02, and copies of the valuation and the proposed implementing ordinance shall be furnished to the division.

(c) The subsidy program may, at the discretion of the municipal governing body, be permanently discontinued by municipal ordinance at any time, subject to the requirements of any applicable collective bargaining agreement, in the same manner and subject to the same conditions established for plan termination and fund distribution under s. 185.37.

(3) **FUNDING.**—Trust funds established pursuant to this section shall be funded in the following manner:

(a) By payment to the fund of an amount equivalent to one-half of the net increase over the previous tax year in the premium tax funds provided for in this chapter, said amount to be established in the implementing ordinance.

(b) By no less than one-half of 1 percent of the base salary of each police officer, for so long as the police officer is employed and covered by a pension plan established pursuant to this chapter. The municipality, with approval of the board of trustees, may increase member contributions if needed to fund benefits greater than the minimums established in this section.

(c) By payment by the municipality, on at least a quarterly basis, of whatever sum is determined necessary to maintain the actuarial soundness of the fund in accordance with s. 112.64.

Such contributions and payments shall be submitted to the board of trustees of the police officers' pension trust fund, or the plan trustees in the case of local law plans established under s. 185.35, and deposited in the Municipal Police Officers' Retiree Health Insurance Subsidy Trust Fund, in the same manner and subject to the same time constraints as provided under s. 185.11.

(4) ELIGIBILITY FOR RETIREE HEALTH INSURANCE SUBSIDY.—A person who has contributed to the Retiree Health Insurance Subsidy Trust Fund and retires under a municipal police officers' pension trust fund system or plan as provided under this chapter, including any local law plan as provided under s. 185.35, or a beneficiary who is a spouse or financial dependent entitled to receive benefits under such a plan, is eligible for health insurance subsidy payments provided under this section. However, the fund, with approval of the board of trustees and the municipality, may provide coverage to retirees and beneficiaries when the retirees have not contributed to the fund as provided in subsection (3). Payment of the retiree health insurance subsidy shall be made only after coverage for health insurance for the retiree or beneficiary has been certified in writing to the board of trustees of the municipal police officers' pension trust fund.

(5) RETIREE HEALTH INSURANCE SUBSIDY AMOUNT.—Beginning on the effective date established in the implementing ordinance, each eligible retiree, or beneficiary who is a spouse or financial dependent thereof, shall receive a monthly retiree health insurance subsidy payment equal to the aggregate number of years of service with the municipality, as defined in s. 185.02, completed at the time of retirement multiplied by an amount determined in the implementing ordinance, but no less than \$3 for each year of service. Nothing herein shall be construed to restrict the plan sponsor from establishing, in the implementing ordinance, a cap of no less than 30 years upon the number of years' service for which credit will be given toward a health insurance subsidy or a maximum monthly subsidy amount.

(6) PAYMENT OF RETIREE HEALTH INSURANCE SUBSIDY.—Beginning on the effective date established in the implementing ordinance, any monthly retiree health insurance subsidy amount due and payable under this section shall be paid to retired members, or their eligible beneficiaries, by the board of trustees of the police officers' pension trust fund, or the plan trustees in the case of local law plans established under s. 185.35, in the same manner as provided by s. 185.06(1)(c) for drafts upon the pension fund.

(7) INVESTMENT OF THE TRUST FUND.—The trustees of the police officers' pension trust fund, or the plan trustees in the case of local law plans established under s. 185.35, are hereby authorized to invest and reinvest the funds of the Municipal Police Officers' Retiree Health Insurance Subsidy Trust

Fund in the same manner and subject to the same conditions as apply hereunder to the investment of municipal police officers' pension funds under s. 185.06.

(8) DEPOSIT OF PENSION FUNDS.—All funds of the health insurance subsidy fund may be deposited by the board of trustees with the treasurer of the municipality, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he or she is liable for the safekeeping of funds for the municipality. Any funds so deposited shall be segregated by said treasurer in a separate fund, clearly identified as funds of the health insurance subsidy fund. In lieu thereof, the board of trustees shall deposit the funds of the health insurance subsidy fund in a qualified public depository as defined in s. 280.02, which shall conform to and be bound by the provisions of chapter 280 with regard to such funds. In no case shall the funds of the health insurance subsidy fund be deposited in any financial institution, brokerage house trust company, or other entity that is not a public depository as provided by s. 280.02.

(9) SEPARATION FROM SERVICE; REFUNDS.—Any police officer who terminates employment with a municipality having a Municipal Retiree Health Insurance Subsidy Trust Fund system or plan as provided under this section shall be entitled to a refund of all employee contributions he or she made to that trust fund, without interest, regardless of whether he or she has vested for purposes of retirement. Any police officer who has vested for purposes of retirement in the service of the municipality, and has contributed to the Municipal Police Officers' Retiree Health Insurance Subsidy Trust Fund for so long as he or she was eligible to make such contributions, may, in his or her discretion, elect to leave his or her accrued contributions in the fund, whereupon, such police officer shall, upon retiring and commencing to draw retirement benefits, receive a health insurance subsidy based upon his or her aggregate number of years of service with the municipality, as defined in s. 185.02.

(10) ADMINISTRATION OF SYSTEM; ACTUARIAL VALUATIONS; AUDITS; RULES; ADMINISTRATIVE COSTS.—The board of trustees of the police officers' pension trust fund, or the plan trustees in the case of local law plans established under s. 185.35, shall be solely responsible for administering the health insurance subsidy trust fund. Pursuant thereto:

(a) As part of its administrative duties, no less frequently than every 3 years, the board shall have an actuarial valuation of the Municipal Police Officers' Retiree Health Insurance Subsidy Trust Fund prepared as provided in s. 112.63 by an enrolled actuary, covering the same reporting period or plan year used for the municipal police officers' pension plan, and shall submit a report of the valuation, including actuarial assumptions and type and basis of funding, to the division.

(b) By February 1 of each year, the trustees shall file a report with the division, containing an independent audit by a certified public accountant if the fund has \$250,000 or more in assets, or a certified statement of accounting if the fund has less than \$250,000 in assets, for the most recent plan year, showing a detailed listing of assets and methods used to value them and a statement of all

income and disbursements during the year. Such income and disbursements shall be reconciled with the assets at the beginning of and end of the year.

(c) The trustees may adopt such rules and regulations as are necessary for the effective and efficient administration of this section.

(d) At the discretion of the plan sponsor, the cost of administration may be appropriated from the trust fund or paid directly by the plan sponsor.

(11) **BENEFITS.**—Subsidy payments shall be payable under the municipal police officers' retiree health insurance subsidy program only to participants in the program or their beneficiaries. Such subsidy payments shall not be subject to assignment, execution, or attachment or to any legal process whatsoever, and shall be in addition to any other benefits to which eligible recipients are entitled under any workers' compensation law, pension law, collective bargaining agreement, municipal or county ordinance, or any other state or federal statute.

(12) **DISTRIBUTION OF PREMIUM TAXES; COMPLIANCE REQUIRED.**—Premium tax dollars for which spending authority is granted under this section shall be distributed from the Police and Firefighters' Premium Tax Trust Fund and remitted annually to municipalities in the same manner as provided under this chapter for police officers' pension funds. Once a health insurance subsidy plan has been implemented by a municipality under this section, in order for the municipality to participate in the distribution of premium tax dollars authorized under this section, all provisions of this section, including state acceptance pursuant to part VII of chapter 112, shall be complied with, and said premium tax dollars may be withheld for noncompliance.

History.—s. 2, ch. 92-51; s. 49, ch. 93-193; s. 14, ch. 94-259; s. 1460, ch. 95-147; s. 8, ch. 95-250; s. 80, ch. 99-1.

185.60 Optional participation.—A municipality may revoke its participation under this chapter by rescinding the legislative act, or ordinance which assesses and imposes taxes authorized in s. 185.08, and by furnishing a certified copy of such legislative act, or ordinance to the division. Thereafter, the municipality shall be prohibited from participating under this chapter, and shall not be eligible for future premium tax moneys. Premium tax moneys previously received shall continue to be used for the sole and exclusive benefit of police officers, or police officers and firefighters where included, and no amendment, legislative act, or ordinance shall be adopted which shall have the effect of reducing the then-vested accrued benefits of the police officers, retirees, or their beneficiaries. The municipality shall continue to furnish an annual report to the division as provided in s. 185.221. If the municipality subsequently terminates the defined benefit plan, they shall do so in compliance with the provisions of s. 185.37.

History.—s. 82, ch. 99-1.



TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: May 4, 2023

RE: RESOLUTION NUMBER 23-47: AUTHORIZING THE RECORDING OF LIENS ON DELINQUENT UTILITY ACCOUNTS

Introduction:

On September 7, 2017, the Commission adopted Resolution Number 17-10, which approved implementing property liens for qualifying delinquent utility accounts. The purpose of recording a lien are twofold:

- 1) To recover the City’s cost of water, wastewater, and/or irrigation services.
 - 2) To follow Florida Statutes. F.S. 159.17 *Lien of Service Charges*, requires any city issuing revenue bonds to have property liens on utility systems.
- The City issued Water and Sewer Series 2016 Revenue Bonds.

Staff identified accounts over 90 days delinquent. With proper notice provided, the City discontinued utility services upon failure of the property owner to pay water, wastewater, irrigation and/or garbage services. The City has exhausted all collection options. With the Commission’s approval, liens will be applied to the below listed delinquent accounts.

Two of the liens below had substantial leaks, and the City tried to work with them but had no luck in resolving the issues. Subsequently, the customers have moved out of the homes leaving us with no choice but to file the liens.

Recommended Action:

Staff recommends approval of Resolution Number 23-47 authorizing the recording of liens for the properties listed below.

Account	Bill to Name	Property Location	TOTAL
22392-0	RETEY, LORRINE Meter removed 4/26/23. No way to contact customer. Customer had water leak beginning December 2021; attempted to work with customer while they repaired leak. After several repairs they were still losing water, this is the reason for high consumption and high bills. Customer quit paying and we cut off water 11/16/22. When we discovered that the customer had moved out of the home we pulled the water meter. Verified	510 W CHARLOTTE AVE	\$2,573.62

	with Lake County property appraiser that home is still listed in the customer's name.		
31612-0	STINTSMAN, ALBERT J Meter removed 4/26/23. Water cut 2/27/23 we have discovered that the customer passed away early 2022.	1120 E ORANGE AVE	\$563.99
32566-3	ARMSTRONG, LAWRENCE R Meter removed 4/12/23. No contact information. Last payment was Jun 23, 2022.	1525 PENNSYLVANIA AVE	\$545.19
32610-0	HALE, JONNIE C Meter removed. Water cut 2/10/23. Customer no longer at this address, has health issues and now resides with son.	1000 PINE MEADOWS GOLF COURSE	\$638.22
33474-0	REIGLER, DAVID L Meter removed 4/26/23. No contact information. Last payment was Dec. 13, 2021 Outside city limits availability fees are only \$15/mo.	15403 SANTA FE TRL	\$253.67
35140-3	CENTRAL FLA REGIONAL HOSPITAL Meter removed 4/26/23. Construction property. Requesting lien on property as customer refuses to pay.	16831 US HWY 441	\$538.11
36838-0	PIERRE-LOUIS, MARIE & EMMANUEL Meter removed 4/26/23. Water cut 2/8/22. Customer has installed a well. Last payment 9/12/22. Customer has city sewer unable to cut that.	24114 RIALTO WAY	\$947.50
29176-1	SEDA, EDWIN J Meter removed 4/26/23. Water cut 6/13/22 during QC for high consumption, meter had been losing 2.5 gallons per minute; June bill was \$1,179.00. Customer moved, closed business, no numbers to contact. Mail Unable to contact. Mail returned no forwarding address since 7/10/22. Verified with Lake County property appraiser that home is still listed in the customer's name with the same bill to address.	302 LILY PAD LN	\$3,253.71
28628-0	CAMERON, ANNA Meter removed 4/26/23. Owner deceased. House is now vacant. Last payment Nov 14, 2022	1600 E LAKEVIEW AVE	\$295.10
TOTAL OF LIENS			\$9,609.11

Background:

The City provides various utility services to properties throughout the City, including water, wastewater, irrigation, reclaimed water and garbage services. To follow Florida Statutes and provide prudent measures to recoup reimbursement of utility services, staff is recommending the recording of liens on qualifying delinquent utility accounts.

Alternative

1. Approve Resolution Number 23-47
2. Deny Resolution Number 23-47 and provide direction to staff on how they would prefer to proceed.

Discussion of Alternatives:
Approval of Resolution Number 23-47:

Advantages:

- Approval of the Resolution will comply with Florida Statutes and provides prudent management of City utility receivables.

Disadvantages:

- The minimal filing and administrative costs required to record a lien.

Denial of Resolution Number 23-47

Advantages:

- No additional filing or administrative costs required to file a lien.

Disadvantages:

- The City is not in compliance with Florida Statutes and has little recourse for the collection of unpaid utility services.

Budget/Staff Impact:

The utility enterprise fund has sufficient revenue to process the liens, release and pay recording fees. It is unknown when the recovery will occur. Due to changes in staffing this process is now being reinstated and will occur on a regular basis.

The proposed action will help the City achieve the following objectives:

- Follow Florida Statutes.
- Create a procedure on the collection of past due utility bills which are the property owner's responsibility. Only the owner of the property can be liened. Obligations created by lessee's are not an allowed obligation of the owner of the property.
- Impose and maintain liens on properties for unpaid utility bills

Prepared By:

Arlene Applegate, Customer Service Representative III
 Mike Sheppard, Finance Director

RESOLUTION NUMBER 23-47

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING THE RECORDING OF WATER, WASTEWATER AND IRRIGATION LIENS.

WHEREAS, Florida Statutes Chapter 180 provides municipalities with the authority to establish and operate water utility systems; and

WHEREAS, Florida Statutes 159.17 *Lien of Service Charges* requires that any city issuing revenue bonds shall have a lien on all lands or premises served by any water system, sewer system or gas system for all service charges for such facilities until paid, which liens shall be prior to all other liens on such lands or premises except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. Such liens, when delinquent for more than 30 days, may be foreclosed by such city in the manner provided by the laws of Florida for the foreclosure of mortgages on real property; and

WHEREAS, the City of Eustis has issued Water and Sewer Series 2016 Revenue Bonds; and

WHEREAS, as authorized by state law, there is hereby imposed a lien on each property that is served by the City’s water, wastewater, and/or irrigation system to secure the payment of delinquent City utility services; and

WHEREAS, based on utility criteria, the City identified delinquent accounts (See Staff Report) which will be recorded as water, wastewater and irrigation liens.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Eustis, Florida, does hereby authorize the recording of such liens.

DONE AND RESOLVED, this 4th day of May 2023, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran
City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 4th day of May, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-47 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: MAY 4, 2023

RE: RESOLUTION NUMBER 23-35: BUSINESS INCUBATOR PARTNERSHIP AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.

Introduction:

As part of a comprehensive economic development strategy that stimulates job growth among new business startups and early-stage companies, the City of Eustis has agreed to partner with the University of Central Florida Research Foundation (UCFRF) and the University of Central Florida (UCF) to establish a business incubator in downtown Eustis. UCF will manage programs and client services. The business incubator will increase jobs by assisting new and growing companies get established and rooted in the community so that after graduation they become a permanent contributor to the overall vitality, diversity, and growth of the City and County's economy.

The City of Eustis/UCFRF Business Incubator Partnership Agreement specifically outlines how the City of Eustis, UCF, Lake County, and other partners will work together to establish and support a business incubator located in downtown Eustis.

Background:

The genesis of the City's efforts to establish a business incubator began with a workshop on August 4, 2022. During that meeting, Commissioners heard presentations from staff providing important facts about incubators. Also, at that meeting, UCF representatives made a presentation that included a proposal to partner with the City on establishing a business incubator in the downtown district. Post-discussion, Commissioners asked staff to do some additional research, and bring back a detailed budget for their review.

At its August 18, 2022 meeting, Commission voted to move forward with the project and asked staff to find out if the County had an interest in being a partner in the effort.

At its August 23, 2022 meeting, the Lake County Board of County Commissioners heard presentations from the City of Eustis and UCF regarding the effort. Lake County agreed to support the establishment of the business incubator that will be managed by UCF in

the City of Eustis for use as a Countywide program to assist new business startups, scale young companies, and help retain post-graduate companies in Lake County.

On April 20, 2023 and April 25, 2023, the Eustis City Commission and Lake County Board of County Commissioners respectively approved an incubator interlocal agreement to fund the operations of the UCF Business Incubator Eustis.

Summary of Agreement

- Agreement is for a three (3) year term
- UCF will:
 - Receive \$200,000 per year
 - Hire full-time staff
 - Provide client programs and services
 - Hold two Business Bootcamps each year
 - Provide marketing services
 - Build mentor network
 - UCF and the City of Eustis will partner with Lake Sumter State College, Lake Technical College, Small Business Development Center, Lake Economic Area Development, and others to maximize entrepreneurial and business development services
 - Submit an annual report to City and County

Staff Recommendation

Approve Resolution Number 23-35 authorizing the City Manager to execute the City of Eustis/UCFRF Business Incubator Partnership Agreement

Prepared by:

Al Latimer, Economic Development Director

Attachments:

Resolution Number 23-35 with attached Agreement

RESOLUTION NUMBER 23-35**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; APPROVING A BUSINESS INCUBATOR PARTNERSHIP AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC. TO PARTNER IN THE ESTABLISHMENT AND OPERATION OF A BUSINESS INCUBATOR IN THE CITY OF EUSTIS**

WHEREAS, The Eustis City Commission held a workshop on August 4, 2022 to hear a partnership proposal from the University of Central Florida Research Foundation (UCFRF) to establish a business incubator in the downtown district of the City; and

WHEREAS, UCFRF serves as a direct support organization and as an instrumentality of The University of Central Florida Board of Trustees, hereinafter referred to as "UCF"; and

WHEREAS, business incubators are part of a comprehensive economic development strategy to facilitate job creation; and

WHEREAS, the City of Eustis desires to increase the success rate of new and promising business ventures; and

WHEREAS, business incubators provide essential services that help new businesses get started and young companies grow; and

WHEREAS, companies that are a client of a business incubator remain in the community after graduation; and

WHEREAS, UCF is nationally recognized for its business incubator platform and will provide staffing, expertise, guidance, services, and boot camps; and

WHEREAS, the City desires to partner with UCF to operate a business incubator that serves the needs of entrepreneurs both in Eustis and throughout Lake County; and

WHEREAS, UCF intends to execute an agreement to lease space from MEGA 343 LLC at 343 North Bay Street in Eustis for the business incubator; and

WHEREAS, on April 20, 2023, the Eustis City Commission approved Resolution 23-16 authorizing an incubator interlocal agreement with Lake County to fund incubator operations; and

WHEREAS, on April 25, 2023, the Lake County Board of County Commissioners approved the incubator interlocal agreement making a three-year commitment to the City of Eustis to help fund the operations of the business incubator in the City; and

WHEREAS, the UCF Business Incubator Eustis will have a positive impact on the health, safety, and welfare of the citizens of both Eustis and Lake County.

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

That the City Manager is hereby authorized to execute the attached Business Incubator Partnership Agreement between the City of Eustis and the University of Central Florida Research Foundation, Inc. to establish a Business Incubator Program.

DONE AND RESOLVED this 4th day of May, 2023, in Regular Session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 4th day of May, 2023, by Christine Halloran, City Clerk, who is personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-35 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

**CITY OF EUSTIS/UCFRF
BUSINESS INCUBATOR PARTNERSHIP AGREEMENT**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

(a) UCF to hire a full-time staff to:

- Engage with community leaders and business organizations to build awareness of the program and identify prospect companies, build a mentor and service provider network, work with individual companies/entrepreneurs, and manage all UCF programs.
- Establish connections with other UCF related organizations such as the Lake County UCF Alumni Club (for advisors and mentors) and academic entities such as Lake Sumter State College UCF Direct Connect program and Lake Technical College for interns.
- Leverage existing SBDC Lake County resources to hold office hours and small business support programming.
- Launch a virtual Incubator leveraging staff and resources from the overall Business Incubation program team.

- Launch 2 Business Bootcamp programs per year to support existing small businesses in Eustis. Each cohort runs a 2.5-hour session weekly for 10 weeks and can support 20-40 companies. The Bootcamp focuses on a wide range of business support modules including Business Modeling, Organizational Structure, Customer Relations and Operations/Finance.
- (b) use existing client application, screening and selection processes
- (c) market and promote the Incubator and its clients;
- (d) provide support for clients using existing client programs and services;
- (e) collaborate with other entrepreneurial and business support organizations to provide education and training for clients;
- (f) use existing criteria to graduate companies out of the program;
- (g) provide annual reports which shall include, but not be limited to, recommendations relative to the continuing development and operation of the Incubator. Additionally, on or before August 1 of each year of this agreement, UCFRF will provide a verbal report to the Lake County Board of County Commissioners.

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



Section 4. Billing and Payment. CITY hereby agrees to pay UCFRF the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) annually for all services provided hereunder by UCFRF during the term of this Agreement. Said sum shall be payable annually in four (4) quarterly installments of fifty thousand dollars (\$50,000), invoiced at the start of each quarter

Section 5. Term. This Agreement shall be effective from June 1, 2023 and shall remain in effect until May 31, 2026.

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

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

Section 8. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, pandemic, epidemic, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

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

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

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

Section 12. Records and Audits.

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

(b) UCFRF agrees that CITY or its duly authorized representative shall, until the expiration of five (5) years after Agreement closure, have access to examine any of UCFRF’s nonexempt books, documents, papers, and records involving transactions related to this

Agreement. UCFRF agrees that payments made under this Agreement shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs.

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

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

Section 13. Notices.

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

For CITY:

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



With a copy to:

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

For UCF (Business Incubator):

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

For UCFRF (Administrative):

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

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

Section 14. Indemnity and Insurance.

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

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of either party beyond the waiver provided for in Section 768.28, Florida Statutes.

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

Section 15. Conflict of Interest.

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

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

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

Section 16. Equal Opportunity Employment.

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

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


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

terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 18. Employee Status.

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

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

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

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

Section 20. Contingent Fees/Conflicting Employment. UCFRF covenants only bona fide employees, attorneys, and consultants have been employed and retained to perform hereunder

on behalf of UCFRF to solicit or secure this Agreement. UCFRF warrants that it has not paid or agreed to pay any personal company, corporation, individual or firm, other than a bona fide employee working for UCFRF or UCF any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement.

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

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

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

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

- (a) UCFRF shall misapply or cause the misapplication of CITY funds or credits pursuant to this Agreement.
- (b) Any representation or warranty made by UCFRF herein or in any statement, invoice, or certificate furnished to CITY in connection with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not

be corrected or brought into compliance within thirty (30) days after written notice thereof to UCFRF by CITY.

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

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

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

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

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

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

(c) If the termination is for the convenience of CITY, UCFRF shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date

of termination. If the termination is due to an “Event of Default” by either party, UCFRF shall be paid compensation for costs and uncancellable obligations properly incurred through the effective date of termination.

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

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

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

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

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

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

Section 28. Severability. If any provision, term, or clause of this Agreement is determined

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

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

UNIVERSITY OF CENTRAL FLORIDA
RESEARCH FOUNDATION, INC.

By:

AMANDA COVENEY, Assistant Director
UCF Research Foundation

Date:



[Signatures and attestations continued on the following page.]

ATTEST: BOARD OF COMMISSIONERS CITY OF EUSTIS, FLORIDA

By: _____
CHRISTINE HALLORAN, City Clerk

By: _____
MICHAEL HOLLAND, Chairman

Date: _____ Date: _____

For the use and reliance as authorized for execution by the City of Eustis only. Commissioners at its _____, 20____ regular meeting. Approved as to form and legal sufficiency.

City Attorney



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: MAY 4, 2023

RE: RESOLUTION NUMBER 23-43: APPROVING AN URBAN COUNTY COOPERATION AGREEMENT WITH LAKE COUNTY RELATING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Introduction:

Representatives of Lake County have asked the City of Eustis to opt into Lake County's Community Development Block Grant (CDBG) Program. Resolution Number 23-43 approves an agreement opting into Lake County's program.

Background:

The City of Eustis has been coordinating with Lake County on the Coolidge/Rosenwald Gardens area improvement project. This project includes utility (water, sewer, and stormwater) upgrades, as well as road improvements to Coolidge Street and several cross streets between Wall Street and Coolidge Street. This project will provide improved infrastructure to the area that will serve both existing homes and allow for infill development of affordably-priced homes.

The discussions with Lake County on how to fund this project included use of the CDBG program. Lake County receives annual money from the United States Department of Housing and Urban Development (HUD). That funding is in part calculated on population, including the population of municipalities opting into the program. In the recent past, the City of Eustis has not been part of Lake County's program and has opted to apply for Small Cities CDBG money. By opting into Lake County's program, Lake County will receive additional annual fund from HUD. While opting-in will prohibit the City of Eustis from applying for separate Small Cities CDBG funding, it will allow the City to access CDBG funds directly through Lake County's process.

The draft agreement expresses the City's willingness to participate directly in Lake County's CDBG program, and it includes several specific provisions. The City will not be responsible for any direct cost or financial obligations as part of the agreement. The City agrees to allow its population to be included as part of any Lake County CDBG funding

formulas. The agreement is for three years, and it automatically renews unless the City elects to withdraw. The City acknowledges that it cannot apply for other CDBG grant opportunities.

As part of the partnership on the Coolidge/Rosenwald Gardens project, City Commission approved Resolution Number 23-33 approving an interlocal agreement with Lake County to fund the design and engineering for the road portion of the project. The Lake County Commission is scheduled to consider this item on May 9, 2023.

Staff Recommendation:

Approval of Resolution Number 23-43 authorizing the City Manager to execute the Urban County Cooperation Agreement related to the Community Development Block Grant Program.

Budget Impact:

The agreement does not commit the City to any direct financial costs. While the agreement does prevent the City from applying for other CDBG grant opportunities, it does facilitate funding through Lake County’s CDBG program.

Prepared by:

Tom Carrino, City Manager

Attachments:

Resolution Number 23-43 with Attached Agreement

RESOLUTION NUMBER 23-43

A RESOLUTION OF THE CITY OF EUSTIS, FLORIDA, PERTAINING TO THE URBAN COUNTY COOPERATION AGREEMENT RELATING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended (Title I), the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the elimination or prevention of slums or urban blight, or activities which will benefit low and moderate-income persons or other urgent community development needs; and

WHEREAS, Title I provides federal funding to Lake County, Florida, to carry out eligible community development activities; and

WHEREAS, the City of Eustis (City) is interested in cooperating with Lake County to undertake, or assist in undertaking, community and housing assistance activities that benefit low and moderate, income persons in the City; and

WHEREAS, the City has determined that participation in the Lake County Urban County Entitlement Community Development Block Grant Program will promote the health, safety and welfare of its citizens.

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

Section 1. Recitals. The above recitals are hereby adopted as legislative findings of the City and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. Approval of Agreement and Authorization to Execute. The Urban County Cooperation Agreement Relating to the Community Development Block Grant Program between Lake County, Florida and the City of Eustis, attached hereto as **Exhibit A**, is hereby approved. The Mayor, or a designee thereof, is authorized to execute The Urban County Cooperation Agreement Relating to the Community Development Block Grant Program on behalf of the City.

Section 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as are deemed effectual and prudent.

Section 4. Savings Clause. All prior actions of the City pertaining to the Urban County Cooperation Agreement Relating to the Community Block Grant Program, which is

the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

Section 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 7. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Resolution.

Section 8. Effective Date. This Resolution shall take effect upon its adoption.

DONE AND RESOLVED this 4th day of May, 2023, in Regular Session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 4th day of May, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-43 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

**URBAN COUNTY COOPERATION AGREEMENT
RELATING TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This is an Urban County Cooperation Agreement between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, the "COUNTY," through its Board of County Commissioners, and the **City of Eustis**, a municipal corporation organized under the laws of the State of Florida, the "CITY," through its City Council.

WITNESSETH:

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants (CDBG), and, where applicable, the Home Investment Partnership (HOME) Program, if at such time the COUNTY should become eligible to receive a HOME allocation, all of which are collectively referred to hereafter as "CDBGs;" and

WHEREAS, the COUNTY has qualified as an "urban county" under United States Department of Housing and Urban Development's (HUD) definition in 24 CFR § 570.3 for Fiscal Years 2021, 2022, and 2023, and intends to re-qualify as an urban county for the next successive three-year periods as required by HUD, and

WHEREAS, the COUNTY has developed and received approval of their Consolidated Plan, required by 24 CFR § 570.302 and 24 CFR Part 91, which covers the use of grant funds received under the CDBG and HOME Programs, and

WHEREAS, the COUNTY has the authority to carry out the essential community development and housing activities in the unincorporated areas of Lake County and seeks through this Agreement the authority by the CITY to carry out essential community development and housing activities within the CITY, and

WHEREAS, it is the desire of the parties that the COUNTY undertake activities in its role as an urban county necessary to plan and carry out or assist in carrying out the Community Development Program through the implementation of its Consolidated Plan for the benefit of residents of Lake County in unincorporated areas and within the CITY's limits.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and representations, the parties agree as follows:

Section 1. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.

Section 2. The CITY hereby authorizes the COUNTY to submit for and receive funding under the CDBG Entitlement Program and the HOME Program (CDBGs) from the HUD for fiscal years 2024, 2025, and 2026, and all successive three-year qualification periods thereafter. The CITY further authorizes the inclusion of the CITY'S population for the purposes of calculating and making CDBGs directly to the COUNTY.

Section 3. The COUNTY shall, at no cost to the CITY, provide staff resources and other services necessary for planning and administering the Community Development Program.

Section 4. The COUNTY and CITY hereby agree that this agreement covers the CDBG Entitlement Program and where applicable, and the HOME Program, collectively referred to herein as CDBGs.

Section 5. By executing this agreement, the CITY hereby states that it understands it:

A. May not apply for grants from appropriations under the State CDBG Program for the fiscal years during the period in which it is participating in the Urban County CDBG Program; and

B. May receive a formula allocation under the HOME Program only through the COUNTY. Thus, even if the COUNTY does not receive a HOME formula calculation, the CITY cannot form a HOME consortium with other local governments; provided, however, that this does not preclude the COUNTY or the CITY from applying to the State for HOME funds, if the State allows.

Section 6. The CITY hereby acknowledges that pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements as are applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

Section 7. The COUNTY and the CITY do hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities. The COUNTY will ensure that CITY officials and the citizens of the CITY have direct and frequent access to and influence on the process by which decisions are made concerning Community Development projects which either directly or indirectly affect the CITY through public hearing requirements as part of the Consolidated Planning process.

Section 8. The COUNTY and the CITY shall cooperate in the implementation of the approved Consolidated Plan during the period of the agreement for which the COUNTY qualifies as an urban county and for additional time as may be required for the expenditure of funds granted to the COUNTY for such period. The COUNTY has final responsibility for selecting CDBGs and filing the Consolidated Plan and annual Action Plans with HUD.

Section 9. With reference to the use of the CDBGs, funds to be received by the COUNTY, and including any program income generated from the expenditure of CDBGs, the COUNTY may either carry out the Community Development Program on behalf of the CITY or, in the event that the parties determine it is feasible for the CITY to perform any services in connection with the Community Development Program, the COUNTY may permit the CITY, through a separate written agreement, to carry out activities or projects in conformance with the COUNTY'S Community Development Program.

Section 10. The CITY does hereby agree to inform the COUNTY, in writing, of any income generated by the expenditure of CDBGs received by the CITY and that such program income must be paid to the COUNTY or may be retained by the CITY only if its use is defined in the separate agreement referenced in Section 9 above. The CITY agrees that any program income authorized to be retained under a separate agreement may only be used for eligible activities in accordance with all CDBG (and HOME, where applicable) requirements as may then apply.

Section 11. The parties agree that the COUNTY has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the CITY as required by 24 CFR 570.501 and 570.504. In the event the CITY closes out an income generating project or becomes eligible to receive CDBGs funds as an entitlement community, any program income on hand or received subsequent to the close out or change in status shall be paid to the COUNTY.

Section 12. The CITY shall not sell, trade, or otherwise transfer all or any portion of the CDBGs to another such metropolitan city, urban county, unit of general local government, or Indian Tribe, or insular area that directly or indirectly receives CDBGs in exchange for any other funds, credits or non-

federal considerations, but must use the CDBGs for activities eligible under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended.

Section 13. The CITY hereby agrees to notify the COUNTY, in writing, of any modification or change in use of real property from that planned at the time of acquisition or improvement with CDBGs including disposition. In the event property acquired or improved with CDBG funds is sold or transferred for a use which does not qualify under the CDBGs regulations, the COUNTY shall be reimbursed by the CITY an amount of the fair market value equal to the portion which CDBGs funds represented of the initial purchase price and improvements. All program income received by the COUNTY from the disposition or transfer or received from the income generating projects after the time when the CITY becomes an entitlement community shall be used for eligible activities within the COUNTY'S urban county program.

Section 14. The parties do hereby mutually commit to take all actions necessary to assure compliance with the COUNTY'S certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended. CDBGs will be conducted and administered by the parties in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1; the Fair Housing Act, and the implementation of the regulations at 24 CFR part 100; will and affirmatively furthering fair housing. The parties shall also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 28 CFR part 35; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and all other applicable laws.

Section 15. The parties acknowledge that the COUNTY is prohibited from funding activities in, or in support of, any cooperating municipality that does not affirmatively further fair housing within its own jurisdiction, or that impedes the COUNTY'S actions to comply with the COUNTY'S fair housing certification.

Section 16. The CITY and the COUNTY shall only be liable for negligence under this Agreement to the extent permitted under Chapter 768.28 of the Florida Statutes, as it may be amended from time to time. This section shall not be construed as waiving any defense or limitations which either party may have against any claim or cause of action by any person not a party to the agreement.

Section 17. The term of this agreement shall extend through a three-year period from the date the last party hereto signs this agreement, and shall cover HUD fiscal years 2024, 2025, and 2026. This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the CITY provides written notice that it elects not to participate in a new qualification period. The COUNTY, by the date specified in HUD's urban county qualification notice for the next qualification period, will notify the CITY, in writing, of its right to make such election. A copy of the COUNTY'S notification to the CITY shall be sent to the HUD Field Office, along with a copy of any written notice from the CITY indicating its election not to participate in future qualification periods, if any.

Section 18. Failure by either the COUNTY or the CITY to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

Section 19. This agreement will remain in effect until the CDBG (and HOME, where applicable) funds and program income received (with respect to the three-year qualification period of 2024, 2025, and 2026, and any successive three-year qualification periods) are expended and the funded activities completed. The COUNTY or the CITY may not terminate or withdraw from the agreement while the

agreement remains in effect; provided, however, that the CITY may terminate or withdraw from this agreement if the COUNTY does not receive a grant for any year during such three-year qualification period.

Section 20. By signing this agreement, the CITY hereby verifies that it has adopted and is currently enforcing:

A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

B. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such a nonviolent civil rights demonstration within its jurisdiction.

Section 21. Notices and demands which are required to be given pursuant to this agreement will be made as follows:

A. All notices, demands, or other writings required to be given or made or sent pursuant to this agreement, or which may be given or made or sent, by any party, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY:

Director
Office of Housing & Community Services
Lake County
P.O. Box 7800
Tavares, Florida 32778

CITY:

City Manager
City Manager’s Office
City of Eustis
10 North Grove Street
Eustis, FL 32726

WITH COPIES TO:

Lake County Attorney
P.O. Box 7800
Tavares, Florida 32778

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date of the notice picked up by overnight delivery company.

D. The parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

Section 22. Upon signature of the last party to sign, this agreement supersedes all previous agreements between the parties relating to urban county participation.

IN WITNESS WHEREOF, the CITY and COUNTY the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman, and by CITY signing by its duly authorized representative.

_____, FLORIDA

Tom Carrino, City Manager

This ____ day of _____, 2023.

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Kirby Smith, Chairman

This ____ day of _____, 2023.

Approved as to form and legality:

Melanie Marsh, County Attorney



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: MAY 4, 2023

RE: RESOLUTION NUMBER 23-45: FORECLOSURE AUTHORIZATION
2250 SOUTH BAY STREET CASE NUMBER 21-00680

Introduction

Resolution Number 23-45 of the City Commission approves a Code Enforcement Board action authorizing the City Attorney to foreclose on an unpaid code lien recorded against 2250 South Bay Street.

Recommended Action

The administration recommends approval of Resolution Number 23-45.

Background

Code Board Action:

On April 10, 2023, the Eustis Code Enforcement Board authorized the City Attorney to begin foreclosure action on an unpaid code enforcement lien associated with Case 21-00680, totaling \$89,350, recorded against 2250 South Bay Street, owned by Ayon Realty LLC.

Case History:

On August 11 and 26, 2021, the Code Enforcement Department issued Notices of Violation for the following violations of City Code. There are two issue dates because the Notice had to be re-mailed to reflect the Woman's Club as the location for the Hearing because the City Commission Chambers was still under construction.

- Violation: Failure to maintain the property and the adjoining public right-of-way between the property and the street free of excessive growths and accumulations as enumerated in Section 34-96.
- Ongoing landscape maintenance not occurring for the commercial properties landscaping.
- Trees, vines and shrubs or other vegetation protruding or overhanging the Dicie Avenue public right-of-way lower than 8 feet from the ground.

They were mailed Certified and First Class to following recipients, which did not respond.

A copy was also posted at the property.

Ayon Realty LLC
601 S. Harbor Island Blvd
Tampa, FL 33602

Delivered on August 13 and 30, 2021.

Ayon Realty LLC
1245 Court Street
Clearwater, FL 33756

Delivered on August 13 and 30, 2021.

Ayon Realty LLC
c/o Niki M. Patel as Registered Agent
450 Knights Run Unit 1805/1806
Tampa, FL 33602

Delivered on August 17, 2021
No USPS status on 2nd mailing

On September 13, 2021, the Code Enforcement Board issued an Order of Enforcement stating, if the overgrown grass violation continued after September 23, 2021, a fine of \$100 per day of occurrence would be imposed, and if all other violations continued after October 13, 2021, a fine of \$150 per day of occurrence would be imposed. No Representative of Ayon Realty LLC attended the Hearing.

The Order included an abatement clause authorizing the City to access the property to mow and cut back the vegetation that was obstructing the speed limit sign within the Dice Avenue public right-of-way, if the conditions were not corrected by the date specified.

On September 15, 2021, a copy of the Order was mailed to the property owner at all three known mailing addresses. The City received no response from the property owner.

On September 24, 2021, the property failed inspection and a work order was submitted to Public Works. The abatement work was completed October 25, 2025 at a cost of \$1,000.

On October 15, 2021, a Notice of Non-Compliance and Notice of Hearing for Certification of Non-Compliance and Assessment of Fine was mailed to the property owner at all three known mailing addresses. The City received no response from the property owner.

On November 8, 2021, Eric Martin, Code Enforcement Supervisor, informed the Code Enforcement Board of the non-compliance and abatement.

The Board voted to certify the previously imposed fines of \$100 per day from September 24, 2021 to October 27, 2021 with an abatement fee of \$1,000 totaling \$4,300 for the overgrown grass violation; and \$150 per day for the remaining violations. No Representative of Ayon Realty LLC attended the Hearing.

On November 10, 2021, the Order Imposing Fine was mailed to the property owner, at all three known mailing addresses, and it was recorded in public record as a lien against the property on February 7, 2022. The City received no response from the property owner.

To date, the property remains in violation of City Code and there are signs that it has become an attractive nuisance. There have been no communications with the property owner, despite all efforts by the City and the daily fines have accrued to \$89,350.

Community Input

No adjacent property owners attended the Code Enforcement Hearings and there were no public comments.

Budget / Staff Impact:

If the Commission approves the Resolution, the City could obtain real property with a present Market Value of \$480,189 and legal expenses could exceed \$5,000.

Reviewed By:

Kenneth Toler, Captain

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments

- Resolution Number 23-45

RESOLUTION NUMBER 23-45

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A CODE ENFORCEMENT BOARD ACTION TO AUTHORIZE THE CITY ATTORNEY TO FORECLOSE ON AN OUTSTANDING CODE ENFORCEMENT LIEN RECORDED AGAINST A COMMERCIAL PROPERTY LOCATED AT 2250 SOUTH BAY STREET.

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property under Case No. 21-00680 against Ayon Realty LLC, property owners for failing to comply with City Ordinances:

LYNNHURST LOTS 21, 22, 23, 24, BLK 7 PB 8 PG 50 ORB 5046 PG 2271; and

WHEREAS, the City of Eustis, Florida, a Florida municipal Corporation, recorded a Code Enforcement Lien against the subject property on February 7, 2022, in Official Record Book 5891, Pages 2377-2378, in the office of the Clerk of the Circuit Court, Lake County, State of Florida; and

WHEREAS, Section 162.09 of Florida Statutes, adopted by reference into the City Code of Ordinances, states that the Code Enforcement Board may authorize the City Attorney to foreclose on the lien three months after filing; and

WHEREAS, it has been more than three months since the filing of such lien; and

WHEREAS, the Code Enforcement Board approved a motion on April 10, 2023 authorizing the City Attorney to foreclose on the lien; and

WHEREAS, the subject property does not have homestead protection status under Florida Constitution, Article X, Section 4;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, that the City Attorney is hereby authorized to foreclose on the unpaid Code Enforcement Lien recorded against the following described property, in accordance with the Code Enforcement Board's action:

LYNNHURST LOTS 21, 22, 23, 24, BLK 7 PB 8 PG 50 ORB 5046 PG 2271

DONE AND RESOLVED this 4th day of May, 2023, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 4th day of May, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, 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 23-45 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: MAY 4, 2023

RE: RESOLUTION NUMBER 23-46: FORECLOSURE AUTHORIZATION
124 EAST WARD AVENUE CASE NUMBER 21-00185

Introduction

Resolution Number 23-46 of the City Commission approves a Code Enforcement Board action authorizing the City Attorney to foreclose on an unpaid code lien recorded against 124 East Ward Avenue.

Recommended Action

The administration recommends approval of Resolution Number 23-46.

Background

Code Board Action:

On April 10, 2023, the Eustis Code Enforcement Board authorized the City Attorney to begin foreclosure action on an unpaid code enforcement lien associated with Case 22-00185, totaling \$56,700, against 124 East Ward Avenue, owned by Barbara L. Metz and Richard Phillip Metz Estate.

Case History:

On August 27, 2021, the Code Enforcement Department issued a Notice of Violation for the following violations of City Code. It was mailed Certified and First Class to 124 East Ward Avenue, and it was delivered on August 30, 2021. A copy was also posted at the property.

- The building's exterior surfaces do not comply with the City's Exterior Façade requirements.
- Exterior wood surfaces have not been maintained in good condition, or protected from the elements and decay by adequate painting or other protective covering or treatment.
- Blue tarps on the rear roof indicating that it has defects that admit rain into the interior portion of the structure.

On September 13, 2021, the Code Enforcement Board issued an Order of Enforcement requiring compliance by October 13, 2021, or a daily fine of \$100 would be imposed. No Representative for the property owner attended the Hearing.

On September 15, 2021, a copy of the Order was mailed to the property owner at 124 East Ward Avenue, Eustis FL. The City received no response from the property owner.

On October 18, 2021, a Notice of Non-Compliance and Notice of Hearing for Certification of Non-Compliance and Assessment of Fine was mailed to the property owner. The City received no response from the property owner.

On November 8, 2021, Joseph Rittenhouse, Code Enforcement Officer, informed the Code Enforcement Board of the non-compliance, and the Board voted to certify the previously imposed fine of \$100 per day. No Representative for the property owner attended the Hearing.

On November 10, 2021, the Order Imposing Fine was mailed to the property owner, which was recorded in public record as a lien against the property on February 7, 2022. It was returned by the Post Office labeled return to sender, not deliverable as addressed, unable to forward.

To date, the property remains in violation of City Code. The property is currently vacant, the grass and landscaping are not being maintained and the water meter was removed by the City on February 8, 2023. All efforts to locate the property owner have failed, and all phone calls to the only known contact have not been returned.

Community Input

No adjacent property owners attended the Code Enforcement Hearings and there were no public comments.

Budget / Staff Impact:

If the Commission approves the Resolution, the City could obtain real property with a present Market Value of \$85,437. There are outstanding 2021 and 2022 property taxes due totaling \$3,558.41, in addition to attorney fees associated with the foreclosure. The attorney fees should not exceed \$5,000. The total cost to the City is approximately \$8,558.41.

Reviewed By:

Kenneth Toler, Captain

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments

- Resolution Number 23-46

RESOLUTION NUMBER 23-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A CODE ENFORCEMENT BOARD ACTION TO AUTHORIZE THE CITY ATTORNEY TO FORECLOSE ON AN OUTSTANDING CODE ENFORCEMENT LIEN RECORDED AGAINST A RESIDENTIAL PROPERTY LOCATED AT 124 EAST WARD AVENUE.

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property under Case No. 21-00185 against Barbara L. Metz and Richard Phillip Metz Estate, property owners for failing to comply with City Ordinances:

EUSTIS LOTS 3, 4 BLK 103 PB 1 PG 79 ORB 1034 PG 1782; and

WHEREAS, the City of Eustis, Florida, a Florida municipal Corporation, recorded a Code Enforcement Lien against the subject property on February 7, 2022, in Official Record Book 5891, Pages 2381-2382, in the office of the Clerk of the Circuit Court, Lake County, State of Florida; and

WHEREAS, Section 162.09 of Florida Statutes, adopted by reference into the City Code of Ordinances, states that the Code Enforcement Board may authorize the City Attorney to foreclose on the lien three months after filing; and

WHEREAS, it has been more than three months since the filing of such lien; and

WHEREAS, the Code Enforcement Board approved a motion on April 10, 2023 authorizing the City Attorney to foreclose on the lien; and

WHEREAS, the subject property does not have homestead protection status under Florida Constitution, Article X, Section 4;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, that the City Attorney is hereby authorized to foreclose on the unpaid Code Enforcement Lien recorded against the following described property, in accordance with the Code Enforcement Board's action:

EUSTIS LOTS 3, 4 BLK 103 PB 1 PG 79 ORB 1034 PG 1782

DONE AND RESOLVED this 4th day of May, 2023, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 4th day of May, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, 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 23-46 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: May 4, 2023

RE: Ordinance Number 23-09: Conditional Use Permit for the placement of an accessory structure in front of the primary structure at 4017 East Orange Avenue (Alternate Key Number 1658641).

Introduction:

Ordinance Number 23-09: Approves a Conditional Use Permit to allow an accessory storage building to be placed in front of the primary residence on real property at 4017 East Orange Avenue.

An accessory use or structure is one that is subordinate to the primary use of the property. As defined in the City of Eustis Land Development Regulations a Residential district accessory use/structure (Single-family). Customary accessory uses/structures may include but are not limited to the following: swimming pools, spas/hot tubs, decks, tennis courts, fences, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks or elevated walkways.

Recommended Action:

The administration recommends the denial of Ordinance Number 23-09.

Background:

1. Pertinent Site Information:
 - a. The subject property comprises about 1.35 acres, which currently contains a single-family residence, garage, and storage buildings.
 - b. The site is within the Suburban Residential land use district, which allows the use related to this request and the existing use(s)/structure(s) of the property.
 - c. The issue in question as it relates to this request is the placement of the accessory structure
 - d. The property is within the Suburban Neighborhood Design District. The property fits the Estate lot type.
 - e. The site and surrounding properties' land use, design district designations, and existing uses are shown below:

Location	Existing Use	Future Land Use	Design District
Site	Residential	Suburban Residential	Suburban Neighborhood

North	Residential	Lake County Urban Low	Lake County R-1 Zoning
South	Residential	Urban Residential / Suburban Residential	Suburban Neighborhood
East	Residential	Lake County Urban Low	Lake County R-1 Zoning
West	Residential	Suburban Residential/ Lake County Urban Low	Suburban Neighborhood



2. Proposed Development:

The applicant is requesting a Conditional Use Permit to be allowed to construct a 60-foot by 84-foot (5,040 square feet) storage building/barn in front of the primary residence existing on the property. The City of Eustis Land Development Regulations Section Sec. 110-5.15(c) “All accessory structures regulated by this chapter shall be permitted only in side and rear yards unless there are extenuating circumstances that would justify placement in the street yard with no adverse effects on surrounding properties.”

According to measurements calculated from the applicant-provided survey, the property is appraised at 1.33 +/- acres and the existing structures on the property include:

Single-family home – 1,800 +/- square feet

Detached Garage 1 – 2,404 +/- square feet

Detached Garage 2 – 672 +/- square feet

Based on these measurements, the proposed accessory structure will be equal to or larger than the existing single-family residential home and associated improvements. Additionally, it does appear that there would be adequate room to the rear of the existing single-family home to place a structure of equivalent size. Furthermore, based on calculations done based on the survey provided and the proposed accessory structures the maximum impervious surface ratio (ISR) may be exceeded, with the maximum allowable ISR being 40%.

The area along East Orange Avenue is predominantly single-family residential on larger (1 +/- acre) lots on the north side of Orange Avenue and smaller single-family residential lots within existing subdivisions on the south side of Orange Avenue. The properties to the east of the subject property remain unincorporated.

Examining Lake County aerial photography, it appears that all of the built properties in the area have placed accessory structures to the rear of the single-family structure and that all of the accessory structures do not dominate in size over the residential structure.

The subject property appears to have available area to side / rear of the principle residential structure that would allow for placement of a similar accessory storage structure without necessitating a conditional use or waiver request. The placement of the structure in accordance with the code may still pose impervious surface ratio issues.

Lake County regulations for accessory structures are similar to the City of Eustis regulations in that accessory structures shall be placed behind the principal structure, unless certain conditions are met, ie: lots are greater than an acre in size, setback more than 100 feet from the front property line and no more than 85% of the principal residential structure. (Section 10.01.00 of the Lake County Land Development Regulations).

The applicant has provided a justification letter with their application. This letter is provided as an attachment to this Staff Report. The applicant's reasons for the placement of the accessory structure include an image of the proposed building. The image depicts a barn with three roll-up doors in what appears to be a metal-clad building. Section 115-6.1.2 of the City of Eustis Land Development Regulations allow for metal building up to 800 square feet. The proposed building will be over 5,000 square feet.

If the City Commission approves the requested Conditional Use Permit, it is recommended that several conditions be placed within the governing ordinance. These recommendations include:

1. The proposed accessory structure must be clad in a material appropriate to the existing residential structure and in accordance with Section 115-6.1.2 of the City of Eustis Land Development Regulations.
2. The building must be oriented so that the roll-up doors do not face East Orange Avenue.
3. The elevations of the accessory structure visible from East Orange Avenue must be designed to provide the appearance of a residential structure (ie: porch, doors, window treatments (either functional or faux), etc.)

4. The applicant must provide a recent survey of the property with pre-development and development impervious surface calculations.
5. No commercial-type operations may occur on the property. The property may not be used for public assembly, exhibition, or display.
6. No signage may be allowed other than that allowed for any residential district.

Applicable Policies and Codes:

City of Eustis Land Development Regulations:

Sec. 110-5.1. Purpose and general standards.

- (a) *Purpose. It is the purpose of this section to regulate the installation, configuration, and use of accessory structures and the conduct of accessory uses in order to ensure that any adverse impacts created are minimal both aesthetically and physically to residents and surrounding properties.*
- (b) *General standards and requirements. Any number of different accessory structures may be located on a parcel, provided that the following requirements and restrictions are adhered to:*

(1) An accessory structure or use shall be considered incidental to the principal dwellings and must be in full compliance with all standards and requirements of this land development regulation and all other regulations of the city.

The proposed accessory structure is more than double the size of the existing structures on the property. The primary use of the property is residential and the residential structure is no larger than 1,800 square feet including porches. Existing accessory structures total approximately 3,100 square feet in size. The requested accessory storage building, to be placed with the street yard is over 5,000 square feet, and become the prominent feature of the property.

- (2) *All accessory structures shall comply with standards pertaining to the principal structure and/or development unless exempted or superseded elsewhere in this land development regulation.*
- (3) *Accessory structures other than fences shall not be located in a required setback, buffer, or landscape area, except that accessory structures 30 inches or less than above the general ground level (i.e. decks) shall not be required to meet setbacks.*
- (4) *Accessory structures shall be included in all calculations of impervious surface and stormwater runoff.*

The maximum impervious surface ratio (ISR) for the Suburban Neighborhood Future Land Use is 40%. The subject property area is 57,750 square feet. Existing structures and pavement on the property are approaching 18,000 square feet of impervious surface. The additions will add 5,040 square feet and 3,072 plus associated paving for access to the structures. With the additions the impervious surface ratio will exceed the allowed ISR of 40%.

- (5) *Accessory structures shall be shown on all development plans with full supporting documentation as required in chapter 102 of this land development regulation.*
- (6) *All accessory uses and structures shall obtain a building permit or other permit or license.*

(7) *Agricultural accessory use/structure. Customary accessory uses/structures include, but are not limited to the following: swimming pools, spas/hot tubs, tennis courts, fences, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks and elevated walkways.*

(8) Residential district accessory use/structure (Single-family). Customary accessory uses/structures may include, but are not limited to the following: swimming pools, spas/hot tubs, decks, tennis courts, fences, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks or elevated walkways.

The proposed structure would be allowed in the Suburban Residential without a Conditional Use Permit if the proposed structure were to be placed in the side or rear yard of the principal structure. This is also provided that site plan provided with the building permit show that the maximum ISR is not exceeded.

(9) *Residential district accessory use/structure (multi-family). Customary accessory uses/structures may include, but are not limited to the following: swimming pools, spas/hot tubs, decks, tennis courts, fences, clubhouses, recreational and laundry rooms, sales/rental offices, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks, or elevated walkways.*

(10) *Commercial district accessory use/structure. Customary accessory uses/structures may include, but are not limited to the following: fences, utility/storage buildings, garages, canopies, gas pumps, satellite dishes/antennas.*

(11) *Industrial district accessory use/structure. Customary accessory uses/structures may include, but are not limited to the following: fences, utility/storage buildings, garages, canopies, gas pumps, satellite dishes/antennas.*

(12) *Mixed use district accessory use/structure. Customary accessory uses/structures may include, but are not limited to the following: swimming pools, spas/hot tubs, tennis courts, fences, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks, and elevated walkways.*

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09, § 1, 6-17-2021)

Sec. 110-5.15. Sheds storage buildings, utility buildings, greenhouses and other accessory structures (permanent or temporary).

(a) No accessory building used for industrial storage of hazardous, incendiary, noxious, or pernicious materials shall be located within 100 feet of any property line.

(b) Storage buildings, greenhouses, and similar structures shall be permitted only if in compliance with standards for distance between buildings, and setbacks, if any, from property lines.

(c) All accessory structures regulated by this chapter shall be permitted only in side and rear yards, unless there are extenuating circumstances that would justify placement in the street yard with no adverse effects on surrounding properties.

The proposed placement of the accessory storage building in the street front yard is not consistent with the provision. Given the setback of the existing residential structure, there is some justification for front yard placement, however, the scale of the proposed structure to that of the existing primary residential structure and the other accessory buildings changed the character. This may be mitigated to a degree by adding residential elements to the street visible elevations of the structure.

(d) All accessory structures regulated by this chapter, except temporary ones determined by the director, shall be included in all calculations for impervious surfaces, floor area ratios, or other site design requirements applying to the principal use of the lot.

The proposed accessory structure is more than double the size of the existing structures on the property. The primary use of the property is residential and the residential structure is no larger than 1,800 square feet including porches. Existing accessory structures total approximately 3,100 square feet in size. The requested accessory storage building, to be placed with the street yard is over 5,000 square feet, and become the prominent feature of the property.

(e) Vehicles, including new and existing tractor-trailers, truck beds, manufactured housing, and mobile homes shall not be used as storage buildings, utility buildings, or other such uses.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

Sec. 102-30. Conditional uses and modifications.

- (a) *Purpose.* The purpose of this section is to provide for uses that are generally compatible with the use characteristics of a land use district, but which require individual review of their location, design, intensity, configuration, and public facility impact in order to determine the appropriateness of the use of any particular site in the district and their compatibility with adjacent uses. Conditional uses may require the imposition of additional conditions to make them compatible in their specific contexts.
- (b) *Authority.* The city commission may, in accordance with the procedures, standards, and limitations of these land development regulations, grant conditional use permits or conditional use modifications for only those conditional uses set forth in sections 109-3 and 109-4.
- (c) *Standard of review for conditional use permits.* The proposed conditional use must be consistent with the general purpose, goals, objectives, and standard of these land development regulations, the city comprehensive plan, the Code of Ordinances of the city, and in compliance with all additional standards imposed on it by the particular provisions of these land development regulations authorizing such use.
- (d) *Application procedures for conditional uses.* The application for a conditional use permit shall include a survey or map showing the following:
- (1) All structures on the property
 - (2) Abutting rights-of-way
 - (3) Parking
 - (4) Landscape buffers
 - (5) Setbacks from each boundary line
 - (6) Adjacent land uses within 500 feet of the subject property
 - (7) Property legal description
- (e) *Conditions on conditional use permits.* The city commission, by ordinance, shall attach such conditions, limitations and requirements to a conditional use permit as are necessary to carry out the spirit and purpose of these land development regulations and the city comprehensive plan; and to prevent or minimize adverse effects upon other

property in the neighborhood, including but not limited to limitations on size, intensity of use, bulk and location, landscaping, lighting, the provision of adequate ingress and egress, duration of the permit, and hours of operation. Such conditions shall be set forth expressly in the ordinance granting the conditional use permit.

(Ord. No. 16-13, § 1(Exh. A), 5-19-2016; Ord. No. 17-17, § 1, 11-2-2017)

Sec. 115-6.1.2. Metal buildings.

(a) Definition. For the purposes of this section, a metal building is any structure (other than the exemptions included in subsection (d)) that has steel or metal walls, sheeting, or siding on more than 25% of its exterior surface. Painting or other surface coating shall not be considered a sufficient covering to eliminate the visibility of the metal exterior surface. In calculating the percentage of a building's exterior surface area, all exterior wall surfaces together with fascia surfaces and gable end areas of a building shall be included, less the total area of all exterior doors and windows. Metal garage or overhanging doors, soffits, or metal roofs are permitted and shall not be considered in the calculation.

The proposed building appears to be metal sided in the image provided by the applicant. In order to be in compliance with this section of the City of Eustis Land Development Regulations, any proposed metal building must be faced or clad so as to cover the metal facia.

- (b) *Permitted.* Metal buildings may be constructed in general industrial (GI) land use districts. Metal buildings as defined in this section may be permitted in public institutional (PI) or mixed commercial industrial (MCI) land use districts if:
- (1) The property has an existing metal building, and the construction proposes the expansion of the existing building or additional metal buildings associated with an existing city public works complex;
 - (2) On property in the MCI district, in the established industrial use area along Dillard Road/Huffstetler Drive/Mount Homer Road.
- (c) Metal buildings on properties in PI and MCI land use districts that do not meet the above criteria may be approved by the city commission by waiver or variance as provided for in sections 102-21.1 and 102-31.1.

(d) Exemptions. This section shall not apply to manufactured homes, mobile homes, and/or residential accessory structures 800 square feet or smaller.

The proposed accessory storage building is proposed at 60 feet by 84 feet (5,040 square feet), so the proposed building is not subject to an exemption.

- (e) *Non-conforming use.* Metal buildings which would otherwise be prohibited hereunder, but which were constructed prior to the effective date of this section shall be considered existing, non-conforming uses. As an existing, non-conforming use, if such metal building is damaged or destroyed by 51 percent or more of its value (as determined by the building official), that structure shall not be rebuilt as a metal building.

(Ord. No. 16-31, 12-15-2016; Ord. No. 17-17, § 1, 11-2-2017)

Referenced Lake County Regulations:

10.01.00 Residential Accessory and Temporary Structures and Uses.

10.01.01 General Requirements for Accessory Structures. Accessory Structures used in conjunction with a residential dwelling unit may be allowed on a Lot, provided that the

following requirements are met. This section does not apply to nonresidential farm structures used for agricultural purposes on a bona-fide farm.

- A. There Shall be a lawful dwelling unit on the Lot;
- B. An Accessory Structure(s) Shall comply with applicable standards and Codes, unless exempted or superseded elsewhere in these Regulations;
- C. An Accessory Structure(s) Shall not be located in a required Buffer area, Landscape Buffer, wetland buffers or minimum Building Setback area;
- D. For lots less than one (1) acre in size, the square footage of an Accessory Structure(s) shall not exceed eighty (80) percent of the main floor square footage of the enclosed living area of the dwelling unit, which excludes features such as garages, patios, and porches. If there is more than one (1) Accessory Structure, the combined square footage shall apply;**
- E. An Accessory Structure(s) shall not exceed the height of the dwelling unit or twenty-five (25) feet, whichever is greater.**
- F. Accessory structures that are buildings shall be located in side and rear yards, unless:
 - 1. The accessory building is the same architectural style and the exterior walls and roof are the same material and color as the principal dwelling unit; or**
 - 2. The accessory building is the type typically found in the front yard, such as gazebos, well coverings, or mailbox enclosures. Such building shall be no greater than one hundred (100) square feet or of the minimum size and height to accomplish the use, whichever is less; or**
 - 3. The accessory building is located a minimum of one hundred (100) feet from the front property line.**
- G. Vehicles, Manufactured Housing and Mobile Homes, shall not be used as storage Buildings, utility Buildings, or other such uses.
- H. Cargo and shipping containers shall not be used as Accessory Structure(s) in residential zoning districts.

Community Input

The department has properly advertised the Ordinance in the newspaper; the property owners have been notified for the surrounding properties within 500 feet; and the subject property has been posted with public hearing notice signage. To date, there has been one instance of communication from a member of the public in opposition to the proposed development.

Policy Implications:

Approval of this Conditional Use Permit may open an avenue for additional requests for similar accessory structure placement.

Alternatives:

Approve Ordinance Number 23-09
Deny Ordinance Number 23-09

Budget/Staff Impact:

There would be no direct cost to the City associated with the action other than providing standard City services to the development. There would be no additional staff time beyond the normal plan review process and building inspections.

Prepared By:

Jeff Richardson, AICP, Deputy Director, Development Services

Reviewed By:

Mike Lane, AICP, Director, Development Services

Heather Crony, Senior Planner, Development Services

Attachments

- Ordinance Number 23-09
- Applicant's Narrative of Justification and Explanation of Request
- Property Record Card (to show current structures on the property)

ORDINANCE NUMBER 23-09**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN ACCESSORY STRUCTURE TO BE LOCATED IN THE FRONT YARD AT 4017 EAST ORANGE AVENUE (ALTERNATE KEY NUMBER 1658641).**

WHEREAS, Paul Oates / Orange Acre Properties LLC has applied for a Conditional Use Permit to allow an accessory structure to be placed in the front yard of a single-family residence within the Suburban Residential (SR) Future Land Use District located at 4017 East Orange Avenue; and

WHEREAS, the subject property has a Land Use Designation of Suburban Residential (SR) and a Design District Designation of Suburban Neighborhood; and

WHEREAS, the request for a Conditional Use Permit was properly Noticed for a Quasi-Judicial Public Hearing before the City Commission; and

WHEREAS, on May 4, 2023, the City Commission held the 1st Public Hearing to consider the Conditional Use Permit; and

WHEREAS, on May 18, 2023, the City Commission held the 2nd Public Hearing to consider the Conditional Use Permit; and

WHEREAS, the proposed conditional use is not consistent with the City's Land Development Regulations and Code of Ordinances, presents special circumstances which warrant the approval of the Conditional Use; and

WHEREAS, the applicant has presented evidence to establish the following:

1. That the proposed use is desirable at the particular location.
2. That the proposed conditional use will not have an undue adverse effect upon nearby property.
3. That such use will not be detrimental to the health, safety, or general welfare of the citizens residing in the area.
4. That the proposed use will comply with all Regulations and Conditions specified in the City Code for such use.
5. That the proposed conditional use is compatible with the existing or planned character of the neighborhood in which it would be located.

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

SECTION 1.

That a Conditional Use Permit is granted to allow placement of an accessory storage building within the street front yard for the property located at 4017 East Orange Avenue, as shown on Exhibit A attached hereto and more particularly described as:

Alternate Key Number: 1685641

Parcel Number: 08-19-27-0101-000-00400

EUSTIS, MELODY HILLS SUB LOT 4 PB 23 PG 17 ORB 5182 PG 2433

WHEREAS, the following conditions must be met following this Conditional Use Permit Approval;

1. The proposed accessory structure must be constructed or clad with material appropriate to the existing residential structure and/or in accordance with Section 115-6.1.2 of the City of Eustis Land Development Regulations.
2. The building must be oriented so that the roll-up doors do not face East Orange Avenue.
3. The elevations of the accessory structure visible from East Orange Avenue must be designed to provide the appearance of a residential structure (i.e.: porch, doors, window treatments (either functional or faux), etc.)
4. The applicant must provide a recent survey of the property with pre-development and post-development impervious surface calculations as part of the building permit application.
5. No commercial-type operations may occur on the property.
6. The property may not be used for public assembly, exhibition, or display.
7. No signage may be allowed other than that allowed for any residential district.

SECTION 2.

That the conditions of approval require that the development meet all other applicable provisions of the Land Development Regulations and the City Code of Ordinances.

SECTION 3.

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

SECTION 4.

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.

That this Ordinance shall become effective upon passing.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 18th day of May, 2023.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this _____ day of May, 2023 by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, 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 23-09 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A



Packaging Site



Open style (representative)



Barn style (representative)

Pleasing aesthetic from street view

Conditional Use Application Narrative

Paul Oates

4017 East Orange Ave

Summary

The purpose of this application is to seek approval for conditional use to allow an accessory building in a street yard for hobby use.

Property Owner:

Orange Acres Properties / Paul Oates

163 North Clayton Seet

Mount Dora, FL 32757

Project Address

4017 East Orange Ave

Eustis, FL 32736

Alt key: 1658641

Subdivision : EUSTIS, MELODY HILLS SUB LOT 4 PB 23 PG 17 ORB 5182 PG 2433

Contact

Paul Oates

163 North Clayton St

Mount Dora, FL 32757

Cell: 860 539 4957

Email: paul@oatesmail.com

Background

I purchased the property in 2018. The house on the property is rented to my godson.

In addition to a living space, an important ancillary use of the property is to continue historical preservation and restoration of antique tractors, trucks, and farm equipment. I have a restoration and preservation barn in CT and am slowly migrating all of my collection to Eustis, where I can continue my restoration hobby.

I belong to the Antique Truck Club of America, Antique Truck Historical Society, and several antique tractor groups. The tractors are used for education for kids (4H, scouting) and to support various parades and groups in the community, especially around Christmas time. I attend various local shows and support the cruise night in downtown Eustis regularly. I also support the RPM foundation, which is dedicated to educating young people on the skills necessary to preserve antique machinery.



Using historical equipment for Mt Dora Christmas parade



Hayrides during community events

I believe we need to preserve history and teach young people the art of hands-on craftsmanship. Therefore, the property has a dedicated focus as a hobby property, supporting my habit as an antique machinery nut and in support of the community.



Teaching girls club about tractors



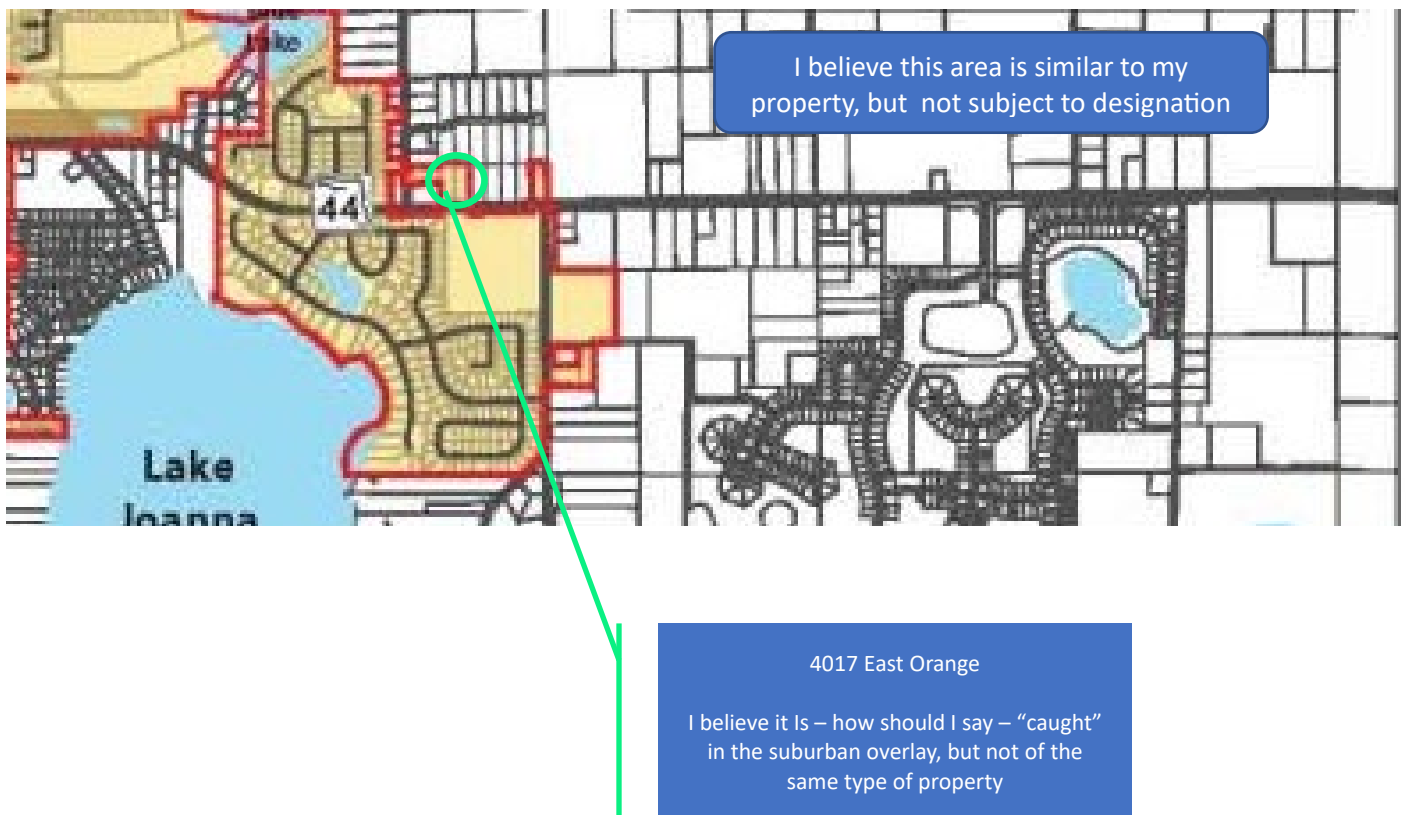
1966 Ford recently completed

The current property is approximately 1.3+ acres located on the North side of Orange Avenue near the intersection of Route 44. A manufactured house and a concrete block building are currently located on the property (as well as two temporary structures).



The property is rural, in an area of other large sized lots. It is in an area of properties within Lake County proper. There is a mix of open space and commercial nearby, including the new Circle K gas station that was recently upgraded.

Historically, this property and the neighboring property, 4009 East Orange, were one contiguous property that was split into two pieces. I believe that the subject property, 4017, is the only property in the area and of this type that has a large street yard, is in the Eustis city limits and part of a designated suburban neighborhood overlay, and abutting Lake County and other properties that have no designation.



To enable my collection to reside indoors in climate-controlled space and to ensure that equipment parked on the property is not visible from the street, I would like to add two accessory structures: one open structure in the rear for parking utility trailers used to transport tractors & other various equipment and one for climate-controlled capability in the front. The current shop building would continue to be used as a building for mechanical restoration hobby work.



Open style (representative)



Barn style (representative)

Pleasing aesthetic from street view

Description of Request

The current zoning regulation stipulates that:

All accessory structures regulated by this chapter shall be permitted only in side and rear yards, unless there are extenuating circumstances that would justify placement in the street yard with no adverse effects on surrounding properties. (Sec. 110-5.15)

The purpose of this request is to seek approval for a 60 x 84 accessory building in the street yard for the purpose of climate-controlled conditions for hobby use.

Justification of Request

1. I believe that the situation at 4017 East Orange is unique.
 - a. Property is significantly larger than other properties in the suburban neighborhood that are covered by the same overlay. Minimum size and setbacks are significantly larger on this property than most properties and are easily met or exceeded.
 - b. I believe the current property situation is an outlier the planned zone and is not representative of a typical neighborhood property. This property seems aligned with an estate lot, but seems to be even larger than such lots. And the subject property abuts other rural properties immediately to the east and north that reside in Lake County and are more like the subject property
 - c. This property is in City of Eustis, whereas adjacent properties are Lake County.
 - d. Property has an abnormally large street yard. The house was originally set back significantly farther than most
 - e. The property is in Rural zone
 - f. I believe a similar request is unlikely to be requested or observed in other parts of town, with the same circumstances, therefore this request is unique and does not set precedent
 - g. As a practical issue, it would be difficult to relocate the current house closer to the street in order to place the building in a rear yard. Doing so would move occupants closer to the street, which is less desirable, and puts a manufactured house view closer to the street, which I believe is also less desirable than the proposed barn building.
2. I believe that the request is aligned with both zoning intents to ensure low impact and the overall goals of the town.
 - a. The property is for hobby use only
 - b. No expansion of intensity. The activity I currently perform on the property will continue, consistent with the last 5 years. But with benefit of housing my collection indoors and under cover, creating a more pleasing, organized, appearance.
 - i. No increase in traffic, ingress or egress.
 - ii. No increase in noise, odors or other disturbances.
 - iii. No nuisance issue, as the current use of the property will not change
 - c. Owned by a single individual
 - d. Non-commercial use, as restricted by zone type. Current and future use restrictions remain per RR zone.
 - e. Enables a hobby to continue that supports the town events such as Christmas parades

- f. Enables ongoing support of education, such as 4H, and other young people's programs
 - g. Ensures secure and non-intrusive storage of equipment, out of sight
 - h. Improved curb appeal. Ensures a clean and well-appointed aesthetics which are actually an improvement above the current manufactured house
 - i. I believe that the current and future use is less impactful than other permitted uses of this zone, such as group homes
 - j. Maintains and enhances the rural character of the area
 - k. I believe the project follows the purpose and general intent standards in Sec 110-5.1, including that adverse impacts are minimal aesthetically and physically to residents and surrounding properties.
3. The request ensures compliance with other zoning intent
- a. Enables storage of residential trailers in the rear of the property, out of sight. Avoids storage of equipment, such as trailers or tractors in the street yard. The rationale for this particular justification is the simple difficulty that, without climate-controlled space in the street yard, I would need to build such space in the rear yard, which eliminates the pavilion/sun shaded capability planned for the rear yard.
 - i. The impact is likely that four utility trailers used to transport historical equipment to shows and parades, a boat, two tractors, and various other tractor attachments would need to be parked in the street yard. Some screening could be installed, but will not be as aesthetically pleasing as an accessory building
 - ii. As a practical matter, the summer sun is pretty tough on equipment and degrades items like utility trailers more quickly, creating long term safety issues with vehicle transport than if such items are housed under cover,
 - b. The accessory building in the street yard will be appropriately landscaped and have pleasing street/curb appeal
4. Low impact on the neighborhood
- a. The neighbor to the West is supportive. There is a significant side buffer
 - b. I believe the neighbor to the East is in Lake County proper. I have not spoken with this neighbor nor are they present very often. There is a privacy fence between the two properties.
 - c. Rear neighbors are not impacted, as the house provides a buffer and there is a tree and fence buffer
 - d. Neighboring property to the south is a subdivision. This subdivision is buffered by a berm and tall fence. Homeowners do not have visibility to my property.



Facing South showing berm and fence

5. Enables what I believe is a value-added capability to the town
 - a. Since moving from CT, I've gotten involved and supported antique preservation in the area. I intend to continue such work, however, being unable to appropriately house a collection impacts the ability to support community events, education, and sharing of expertise
6. I am supportive of conditions that the commission may require, such as landscaping to ensure curb appeal.

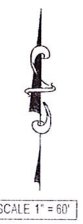
NOTES:
 1. THIS BOUNDARY SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION ONLY.
 2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/-, IF SHOWN, USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
 3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY.
 4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY BEARINGS AND DISTANCES ARE SHOWN AS PLATTED UNLESS DENOTED AS MEASURED.
 5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
 6. BUILDING LINES SHOWN REPRESENT BUILDING WALLS. EAVES, IF ANY, NOT LOCATED OR SHOWN.
 7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

Boundary And Mapping Associates, Inc.
 LAND SURVEYORS
 LB 4565
 109 WEST ORANGE STREET
 ALTAMONTE SPRINGS, FL.
 32714
 PH. (407) 696-1155

FLOOD ZONE REFERENCE:
 PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12127C 0357 E DATED 02-19-14.

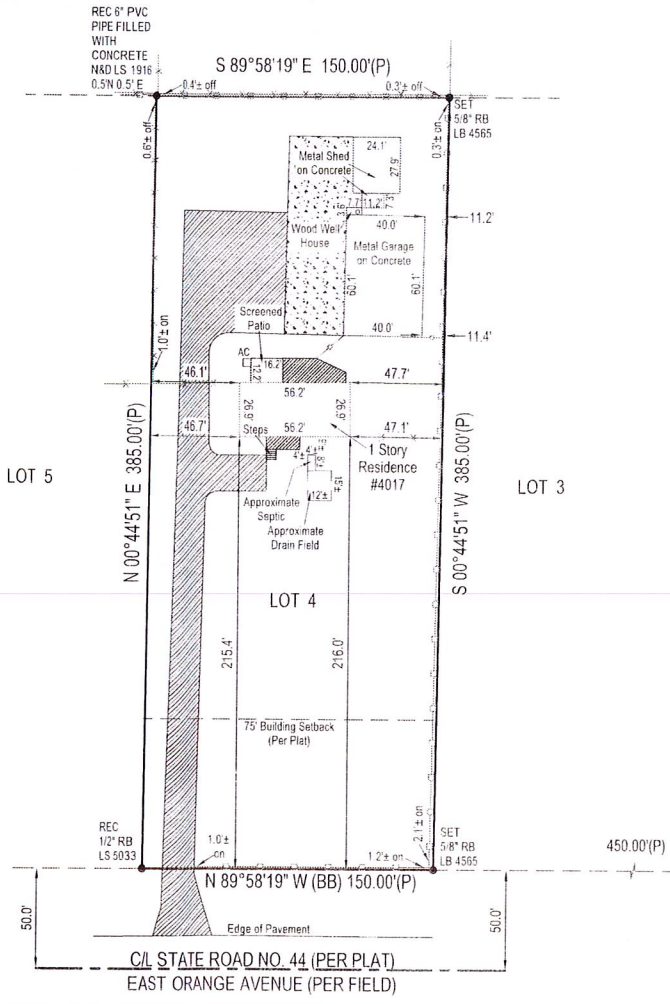


NOTE: PER PLAT
 Lots 1-5 shall provide driveways with turn-around access to SR 44



Property Address: 4017 EAST ORANGE AVENUE

**MELODY HILLS SUBDIVISION
 UNIT 2
 P.B. 24, PG. 24**



DESCRIPTION: LOT 4, MELODY HILLS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE(S) 17, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CERTIFIED TO:
 ORANGE ACRES PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
 WATSON TITLE SERVICES, INC.
 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RECERTIFIED ONLY: 9-28-18

ORDERED BY:

Watson
 Title Services, Inc.

JOB NO.: 18-1223
DATE:
FIELD: 06-16-18
SIGNED: 06-19-18
DRAWN BY: RWP/JDB
P.C.: CJC
CHECKED BY: RWJ

LEGEND	SYMBOL
REC - RECOVERED	IP - IRON PIPE
IC - IRREGULAR CAP#	CM - CONCRETE MONUMENT
RB - REBAR	RD - RADIAL
NR - NOT RADIAL	ND - NAIL BUSH
PI - PER PLAT	M - AS MEASURED
ID - PER DESCRIPTION	DL - ON LINE P.O.D. POINT ON LINE
PC - POINT OF CURVATURE	P.T. - POINT OF TANGENCY
R/W - RIGHT-OF-WAY	P.O.B. - POINT OF BEGINNING
PR - PLAT BOOK REFERENCE	ORR - OFFICIAL RECORDS BOOK
MB - MAP BOOK	
PRO - POINT OF REVERSE CURVE	R - RADIAL
RP - RADIAL POINT	L - LENGTH OF ARC
S.E. - SIDEWALK EASEMENT	D.E. - DRIVEWAY EASEMENT
L.E. - LANDSCAPE EASEMENT	P.E. - POOL EASEMENT
PP - PROVISIONS	CL - CHAIN LINK WIRE FENCE LINE
W.F. - WOODEN FENCE LINE	V.F. - VINYL FENCE LINE
AL.F. - ALUMINUM FENCE LINE	O.F. - OVERHEAD LINE

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed herein. The boundary survey meets the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 55-12 F.A.C. pursuant to section 472.027 Florida Statutes.

Rodney W. Jackson
 Rodney W. Jackson, PSM 6281
 Not valid without the signature and the original red seal of a Florida licensed surveyor and mapper.

PROPERTY RECORD CARD

General Information

Name:	ORANGE ACRES PROPERTIES LLC	Alternate Key:	1658641
Mailing Address:	163 N CLAYTON ST MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	08-19-27-0101-000-00400
		Millage Group and City:	000E Eustis
		2022 Total Certified Millage Rate:	20.4258
Property Location:	4017 E ORANGE AVE EUSTIS FL, 32736	Trash/Recycling/Water/Info:	My Public Services Map ⓘ
		Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	EUSTIS, MELODY HILLS SUB LOT 4 PB 23 PG 17 ORB 5182 PG 2433		
<small>NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.</small>			

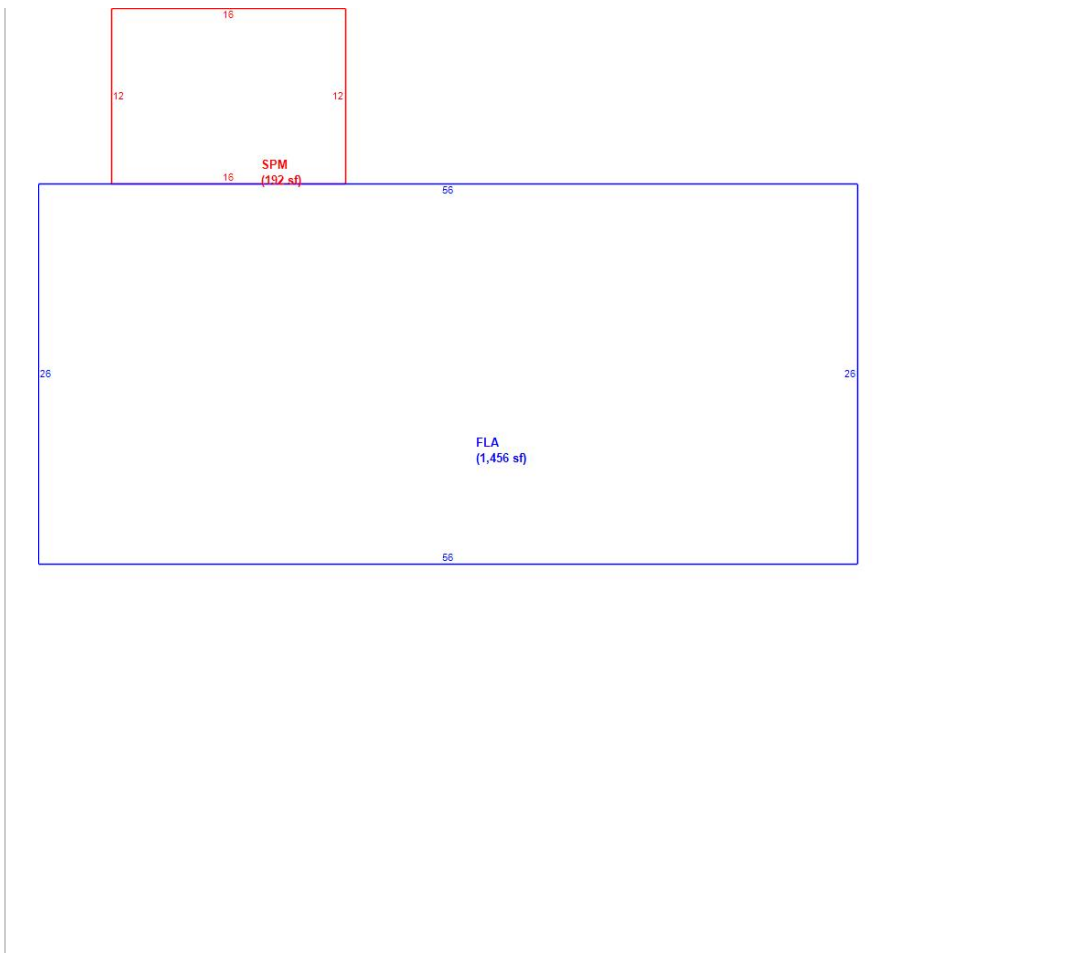
Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	MANUFACTURED HOME (0230)	0	0		1.000	Lot	\$0.00	\$64,000.00
					Click here for Zoning Info ⓘ FEMA Flood Map			

Residential Building(s)

Building 1

Residential	Building Value: \$110,915.00		
Summary			
Year Built: 2002	Total Living Area: 1456 ⓘ	Central A/C: Yes	Attached Garage: No
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	Fireplaces: 1
Incorrect Bedroom, Bath, or other information? ⓘ			
Section(s)			
Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Wood (01)	1.00	1456
SCREEN PORCH MFD (SPM)		1.00	192
View Larger / Print / Save			



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	DECK - WOOD (DEC3)	384	SF	2002	\$1,087.00
2	DECK - WOOD (DEC3)	102	SF	2002	\$289.00
3	UTILITY BLDG UNFINISHED (UBU2)	240	SF	2002	\$600.00
4	DETACHED GARAGE (DGF3)	3400	SF	2002	\$61,200.00
5	UTILITY BLDG FINISHED (UBF3)	336	SF	2007	\$2,205.00
6	UTILITY BLDG FINISHED (UBF3)	336	SF	2007	\$2,205.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law

Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.
Site Notice



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: May 4, 2023

RE: Department Updates: Finance and Human Resources

Introduction:

Departments provide updates.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager