



AGENDA

City Commission Meeting

6:00 PM – Thursday, March 02, 2023 – City Hall

INVOCATION: Pastor Harold Kelly, Temple of Power - Church of God in Christ

PLEDGE OF ALLEGIANCE: Vice Mayor Lee

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

[2.1](#) February 2, 2023, City Commission Meeting

3. APPOINTMENTS

[3.1](#) Reappointment to Police Pension Board of Trustees – Diane Thomas

[3.2](#) Reappointment to Historic Preservation Board – Monte Stamper

[3.3](#) Reappointment to Historic Preservation Board – Matthew Kalus

4. AUDIENCE TO BE HEARD

5. CONSENT AGENDA

[5.1](#) Resolution Number 23-20: Acceptance of Sorrento Pines Subdivision Utility Infrastructure and Maintenance Bonds for Phase 1A and Phase 2

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

[6.1](#) Resolution Number 23-18: Preliminary Subdivision Plat approval with waiver for Estes Reserve Subdivision

[6.2](#) Resolution Number 23-21: Addendum to commercial lease with Lake Eustis Area Chamber of Commerce, Inc.

[6.3](#) Resolution Number 23-22: Amending application form and eligibility requirements for Gateway Corridor Improvement matching grant program

7. OTHER BUSINESS

[7.1](#) Consideration of Organizational and Event Support Grants final recommendations

[7.2](#) Modification Request of the Elliano's Coffee landscape plan

[7.3](#) Department Updates:
Police
Fire

8. FUTURE AGENDA ITEMS

9. COMMENTS

9.1 City Commission

9.2 City Manager

9.3 City Attorney

9.4 Mayor

10. ADJOURNMENT

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

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

“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.”



MINUTES

City Commission Meeting

6:00 PM – Thursday, February 02, 2023 – City Hall

INVOCATION: PASTOR RENEE HILL, W.I.N. 1 MINISTRIES

PLEDGE OF ALLEGIANCE: COMMISSIONER COBB

CALL TO ORDER: 6:03 p.m.

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

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

1. AGENDA UPDATE: None

2. APPROVAL OF MINUTES

December 1, 2022 City Commission Workshop

December 13, 2022 City Commission Meeting

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

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

3. PRESENTATIONS

Mayor Holland asked Police Chief Craig Capri to report on a recent homicide in the City.

Chief Capri reported on the homicide as requested noting it was a targeted incident and there was no ongoing threat to the citizens. He commented on how safe the City and County are to live in. He thanked the staff and Lake County Sheriff's Office for their support.

Mayor Holland asked the public to keep the victim's family in their thoughts and prayers.

3.1 Proclamation: Black History Month and the 29th Annual African-American Heritage Committee and Celebration

Mayor Holland presented a proclamation to Carla Mitchell, representing the Eustis African-American Heritage Committee, in recognition of Black History Month and the 29th Annual African-American Heritage Celebration.

Carla Mitchell thanked the City of Eustis for their support and introduced members of the Committee. She distributed some flyers for the event and invited the public to come out and enjoy the activities.

Commissioner Cobb commented on the 30th anniversary of the tragic event that resulted in the beginning of the festival. She noted that she was contacted by Sheriff's Deputy Bud Hart who had gone by the memorial to place flowers on the memorial. He discovered that the memorial needed some maintenance and the plaque needed to be re-attached. Therefore, she contacted the City's Public Works Department and they will reweld the plaque on the memorial. She then noted that Deputy Hart had discussed with her doing something more

significant in memory of the girls. She indicated he would contact the girls' mother when got back in town.

Mayor Holland thanked Ms. Mitchell and the organization for their work on the celebration.

3.2 Events Update: Miranda Muir, City Events & Tourism Manager

Miranda Muir, Events and Tourism Manager, provided an overview of upcoming events including the February First Friday event, 121st GeorgeFest celebration and 2022 events. She acknowledged her Events and Tourism staff including full timers Carl Saenger and Christine Guiffre and part timers Stacey Heinemann and Lori Henderson. Ms. Muir reported on the increased revenues from events, the growing number of vendors attending the events, increased sponsorships, in-kind donations to help reduce expenses and partnering with local businesses and organizations.

Ms. Muir reported on their goals for 2023 and "wish list" for coming years including the following: 1) Expanding GeorgeFest to eight days; 2) Continue to make an effort to improve connections within the community; 3) Increasing volunteerism for events; 4) Adding programming to help layout vendors for events; 5) Be able to do online registrations and credit card payments; 6) Expanding staff to be able to do more things; and 7) Focusing on the quality of the events.

Mayor Holland and the rest of the Commission thanked the Events staff and Ms. Muir and congratulated them on the quality of the events and how they benefit the community.

4. AUDIENCE TO BE HEARD

Richard King, Pastor of St. James AME Church and President/CEO of Reformed Ministries, greeted the Commission and commented on his sadness on the loss of the homicide victim. He commended the Police Department and Chief Capri for their quick action. He challenged the Commission, the community and the Eustis Police Department to find ways to make sure something like that does not happen again.

Pastor King announced that he is working with Chief Capri to plan a community workshop to develop a community safety and engagement action plan specific to the City of Eustis. He welcomed anyone to participate on April 15th at St. James AME Church, 725 E. McDonald Ave., 9 a.m. to 12 p.m.

Pastor King also thanked Senator Dennis Baxley and Rep. David Smith for their funding and support to Florida Economic Consortium to enable communities to develop strategies to increase the safety of their community. He asked that everyone work together and stated they must be proactive rather than reactive.

Mayor Holland thanked Pastor King for his leadership within the community.

5. CONSENT AGENDA

Commissioner Cobb stated that, while she is supportive of Resolution Number 23-17, she would request that, in the future, no code enforcement items, particularly reductions of fines, be placed on the Consent Agenda.

Manager Carrino confirmed that would not happen in the future.

5.1 Resolution Number 23-12: Parks and Recreation Vehicle Purchase

5.2 Resolution Number 23-13: Parks and Recreation Playgrounds Purchase

5.3 Resolution Number 23-14: Approval of IAFF Collective Bargaining Agreement5.4 Resolution Number 23-15: Amending Fiscal Year 2022-2023 Fire Department Use of Fire Impact Fees5.5 Resolution Number 23-17: Reduction of Fine for 203 East Lakeview Avenue, Code Case 22-00105

Motion made by Vice Mayor Lee, Seconded by Commissioner Cobb, to approve the Consent Agenda as submitted. The motion passed on the following vote:

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

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 23-05: Chelsea Square Station Preliminary Subdivision Plat with Waiver

Sasha Garcia, City Attorney, announced Resolution 23-05: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat, with a waiver request to allow lot depth dimensions less than required for House Lots (LDR Section 110-4.2), for the Chelsea Square Station Subdivision, a 74-lot single-family residential subdivision, on approximately 28.62 acres of real property located on the north side of State Road 44, between Rust Road and Estes Road (Alternate Key Numbers 1069301 and 3881312).

Jeff Richardson, Deputy Director of Development, reviewed the applicant's request for Chelsea Square Station Preliminary Subdivision Plat for a proposed 74-lot single-family residential subdivision with waivers on 21.47 acres with 7.15 acres as commercial out parcel. He reviewed the general location map and site aerial. He indicated the site has a future land use designation of Suburban Residential and MCR with Suburban Neighborhood and Suburban Corridor Design Districts. He reviewed the background of the project and compared the original preliminary site plan with the proposed site plan. He explained they are requesting a waiver to the House Lot dimensional standards to reduce the lot sizes to 60 by 110 feet and 60 by 90 feet. He stated staff's recommendation for approval. He added that staff suggests that, prior to requesting approval of the final plat, that they have all of the infrastructure corrected or on its way to being corrected.

The Commission confirmed that when the development was approved by Lake County it included 74 or 75 lots.

Attorney Garcia opened the public hearing at 6:53 p.m.

Cindy Newton expressed concern regarding the amount of required open space. She asked whether or not the stormwater pipes would be relocated so they do not flow into the wetlands and, if not, what types of filters would be used. She commented on how the water flows through the wetland and on a large sinkhole related to it.

Nancy (no last name provided) cited flooding on nearby properties following the development of adjoining property and expressed concern regarding noise pollution from the proposed development.

Amber Zinn, expressed concern regarding the commercial aspects of the development and about potential future flooding. She questioned who would be responsible for any flooding.

Kim Booker, Booker and Associates, spoke on behalf of the developer. She cited the changes made to the plan based on the Commission's previous comments. Regarding the community's concerns, she assured them that they are required to complete the repairs to the infrastructure. She further stated that all of the stormwater would be retained on the site so there would be no flooding concerns. She added there would be a stormwater plan that would be part of the final site plan. Regarding the wetlands, she stated that they would not be impacting the wetlands and all of that area would be designated conservation. She noted there is an existing drainage pipe that is underground. She indicated there would also be an additional five acres of open space. Regarding the difference in open space between 2009 and the current submittal, she cited changes to the City's code in the interim and indicated they are meeting all of the City's current code for open space.

Ms. Booker stated that the density of the project is significantly below the allowed five units per acre at 3.45. She added that the commercial aspect is consistent with the comments made by the Commission in July. She commented on the requested waiver noting that the sizes are actually wider than the minimum requirements. She added that the depth of the lots had to be reduced due to the City wanting the easements removed from inside the lots.

The Commission questioned the amount of acreage, the number of retention ponds, the location of the conservation/park space and the number of units with Ms. Booker responding the project has 28.62 acres and there are several retention ponds which will retain all of the stormwater on site. She stated the park space/conservation area is just over 1.32 acres. She stated that since July, they have reduced the number of units from 113 down to 74 lots.

The Commission asked about the intended use of the commercial space with Ms. Booker responding they are currently considering an assisted living facility.

The Commission asked about the cottage lots with Ms. Booker indicating they are no longer going to have any cottage lots.

There being no further public comment, the public hearing was closed at 7:06 p.m.

Motion made by Commissioner Hawkins, Seconded by Commissioner Cobb to approve Resolution 23-05. The motion passed by the following vote:

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

6.2 SECOND READING

- Ordinance Number 23-01: Voluntary Annexation
- Ordinance Number 23-02: Comprehensive Plan Amendment
- Ordinance Number 23-03: Design District Assignment

EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS ALTERNATE KEYS 2612533 and 2612517

Ordinance Number 23-01: Voluntary annexation of 9.37 acres generally located on the east side of State Road 44 opposite the intersection with Lake Joanna Drive

Attorney Garcia read Ordinance Number 23-01 by title only on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 9.37 acres of real property at Lake County Property Appraiser's Alternate Key Numbers 2612533 and 2612517, generally located on the east side of State Road 44 opposite the intersection with Lake Joanna Drive.

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

Mark Bobick questioned whether or not the City has properly assessed the aggregate impact of the two developments on potable water, sanitary sewer and stormwater management. He further questioned whether or not the City can approve the Huddle 44 plan given the uncertain timeline of improvements to 44B and the requirements of Regulation Chapter 102-1(d)4 which pertains to the "prevention of traffic hazards and congestion". He expressed concern regarding adding another development impacting 44B.

Mr. Carrino noted that the developer David Klutz was in attendance to answer any questions.

There being no further public comment, the public hearing was closed at 7:09 p.m.

Motion made by Commissioner Hawkins, Seconded by Commissioner Ashcraft, to adopt Ordinance 23-01 on second and final reading. The motion passed on the following vote:

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

6.3 SECOND READING

Ordinance Number 23-02: Assigning a future land use designation of Mixed Commercial Residential to approximately 9.37 acres generally located on the east side of State Road 44 opposite the intersection with Lake Joanna Drive

Attorney Garcia read Ordinance Number 23-02 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187 F.S.; changing the future land use designation of approximately 9.37 acres of recently annexed real property at Alternate Key Numbers 2612533 and 2612517, generally located on the east side of State Road 44 opposite the intersection with Lake Joanna Drive, from Urban Low in Lake County to Mixed Commercial Residential in the City of Eustis.

Attorney Garcia opened the public hearing at 7:10 p.m.

Cindy Newton requested that no dewatering occur on the property and noted there is approximately .6 acres of wetlands and over half of the property is in a floodplain. She cited the effects of dewatering.

There being no further public comment, the public hearing was closed at 7:11 p.m.

Motion made by Commissioner Hawkins, Seconded by Commissioner Ashcraft, to adopt Ordinance 23-02 on second and final reading. The motion passed on the following vote:

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

6.4 SECOND READING

Ordinance Number 23-03: Assigning the Suburban Neighborhood design district designation to approximately 9.37 acres, generally located on the east side of State Road 44 opposite the intersection with Lake Joanna Drive

Attorney Garcia read Ordinance Number 23-03 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Neighborhood design district designation to approximately 9.37 acres of recently annexed real property at Alternate Key numbers 2612533 and 2612517, generally located on the east side of State Road 44 opposite the intersection with Lake Joanna Drive.

Attorney Garcia opened the public hearing at 7:12 p.m. There being no public comment, hearing was closed at 7:12 p.m.

Motion made by Commissioner Hawkins, Seconded by Commissioner Ashcraft to adopt Ordinance Number 23-03 on second and final reading. The motion passed by the following vote:

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

7. OTHER BUSINESS

7.1 Fire Department: Boat Motors

Mr. Carrino explained that the request is to allow staff to trade in the old boat motors. They weren't sure if it needed Commission approval but decided to err on the side of caution.

Mike Swanson, Fire Chief, explained the existing boat's fuel tank has cracked open and destroyed the boat.

Scott Davis, Deputy Chief, explained they can trade in the two existing motors to repower the new boat. He stated the company that will be installing the new motors has agreed to take the old boat in trade in exchange for installation of the motors.

Commission Ashcraft asked about how the trade will be tracked with Deputy Chief Davis explaining they have quotes on the labor and the motors and Finance will appropriately track the trade.

CONSENSUS: It was a consensus of the Commission for staff to proceed with the trade-ins as requested.

8. FUTURE AGENDA ITEMS: None

9. COMMENTS

9.1 City Commission

Commissioner Ashcraft reported on his attendance at the Florida League of Cities training for newly elected city officials. He then reported on his attendance at the Florida Office of Greenways and Trails meeting in Winter Park and noted the importance of getting more trails to the area. He asked for an update on the status of the North Lake Trail.

Mr. Carrino reported that the City has approved an interlocal agreement with Umatilla, Tavares and Lake County for their portion of the North Lake Trail. He explained that a corridor/location study will need to be undertaken with their partners.

Commissioner Ashcraft then announced the Clean Up Eustis event scheduled for the following Saturday which he would be attending and invited everyone to participate.

Commissioner Cobb asked Mike Sheppard, Finance Director, about getting new awnings for City Hall, pressure washing and paint.

Mr. Sheppard indicated he would have to contact Public Works on the status. He added that funds are budgeted for all of the awnings on City Hall and the Annex, painting and the City Hall hallway. He indicated there may also be funds for landscaping.

The Commission questioned whether or not the City should look at the security changes to doing any renovations to the hallway with Mr. Carrino concurring. He indicated they could probably proceed with the exterior improvements.

Mr. Sheppard noted they still need to discuss the organizational grants.

It was a consensus to do a workshop to hear presentations at 4:30 p.m. on February 16th.

Commissioner Cobb noted they had also discussed the benches at Bennet Park and emphasized how bad they are. She announced the community cleanup would be on February 10th in advance of the African-American Heritage Festival. She encouraged everyone to volunteer for the cleanup and noted Coach Johnny would be serving hamburgers and hot dogs to the volunteers. She reported that she met with Rick Gierok and Tom Carrino regarding doing an Arbor Day event. She noted the City has been a Tree City USA for 29 years. She indicated the Arbor Day event will be April 22nd at the Carver Park Annex. She stated she is working on sponsorships for the event since it is unbudgeted. She reminded everyone that the Chili Cook-off would be held Saturday. She announced that Eustis' Fire Department won the food drive again.

Commissioner Hawkins thanked the City for its support of the African-American Heritage Festival. He announced the banquet would be held on February 17th at the community center. He then announced the high school Jazz Review would be held March 10th.

Mayor Holland announced that he was working on a proclamation recognizing the music director on his retirement.

Vice Mayor Lee announced that Chief Capri was donating the hamburgers and hot dogs for the clean up. She commented on the Chamber breakfast and meeting Miss Florida. She noted that the Clifford House lease is up for renewal and asked that they come and give a presentation to the Commission regarding their activities. She also asked the lease be for a longer term but that they provide an annual presentation.

9.2 City Manager

Mr. Carrino announced that the code enforcement workshop would be held February 13th no earlier than 5 p.m. following the Code Enforcement Board meeting. He indicated staff would be providing them with information regarding open liens and other code issues as well as information regarding signage requirements.

The Commission asked if the City Attorney could be in attendance at the workshop with Attorney Garcia indicating if she couldn't be there she would ask Cheyenne Dunn the Board attorney to attend.

9.3 City Attorney: None

9.4 Mayor

Mayor Holland commented on how the community comes together in February to push the City forward. He encouraged everyone to continue to work together and to strive to be the best they can be. He commented on the recent Commission retreat and expressed thanks to the department heads for their work with the City. He commended all of the City staff and City Manager for their work. He encouraged everyone to be involved in GeorgeFest and to attend the African-American Heritage Festival.

10. ADJOURNMENT: 7:33 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.

Item 2.1

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: March 2, 2023

RE: Reappointment to Police Pension Board of Trustees – Diane Thomas

Introduction:

This item is for consideration of the reappointment of Diane Thomas to the Police Officers' Pension Board of Trustees for a full term to expire January 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 April 2019, Diane Thomas was appointed to serve a partial term which subsequently expired January 2021. She was then appointed to a full two-year term which just expired January 31, 2023. Attached is a copy of her request for reappointment letter.

Recommended Action:

Staff and the Police Pension Board recommend reappointment of Diane Thomas to the Eustis Police Officers Pension Board of Trustees for a full two-year term to expire January 31, 2025.

Policy Implications: None

Alternatives:

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

Budget/Staff Impact: None

Prepared By: Mary Montez, Deputy City Clerk

Reviewed By: Christine Halloran, City Clerk

EUSTIS POLICE OFFICER PENSION BOARD Two Year Term	
<p>Gary Winheim (Appointed by other 4 members and confirmed by Commission) Email: gwinheim@yahoo.com City Email: garywinheim@eustis.org Appointed:</p> <p>Term Expires: 9/23/2022</p>	<p>Diane Thomas (City appointed) 1026 Woodward Oaks Cir. Eustis, FL 32726 PH: 352-409-7516 Email: diane.thomas@edwardjones.com City Email: thomasd@ci.eustis.fl.us Initial Appointment: 4/18/2019 Reappointed: 5/20/2021</p> <p>Term Expires: 1/31/2023</p>
<p>Ken Toler (Elected)</p> <p>Email: tolerk@ci.eustis.fl.us Elected:</p> <p>Term Expires: 5/12/2023</p>	<p>Chris Horst (Elected)</p> <p>Email: horstc@eustis.org Elected:</p> <p>Term Expires: 2/13/2023</p>
<p>Kenneth Birkhofer (City appointed)</p> <p>Email: kbirkhofer@comcast.net City email: kenbirkhofer@eustis.org</p> <p>Appointed: 6/3/2021</p> <p>Term Expires: 3/31/2023</p>	<p>Board Attorney: Francheska Sabatini Stone & Gerken, P.A. 4850 North Hwy 19A Mount Dora, FL 32757 357-0330</p>

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.

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- (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.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 2, 2023

RE: Reappointment to Historic Preservation Board – Monte Stamper

Introduction:

This item is for consideration of the reappointment of Monte Stamper to the Historic Preservation Board for a full term to expire December 31, 2025.

Background:

Chapter 46, Article II, of the Code of Ordinances addresses historic preservation. Sections 46-67 through 46-62 provide specifications for the Historic Preservation Board. Board members are appointed to three-year terms.

Monte Stamper was first appointed to the Historic Preservation Board October 4, 2001 and has been consistently reappointed since that date. Attached is his request for reappointment. If approved, his new term will expire December 31, 2025. Please note that due to prior commitments Mr. Stamper will be unable to attend the Commission meeting.

Recommended Action:

Staff and the Historic Preservation Board recommend the reappointment of Mr. Stamper to another three-year term.

Policy Implications: None

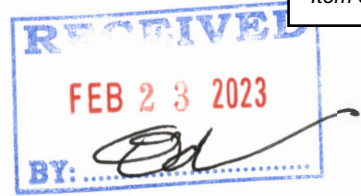
Alternatives:

- 1) Do not approve the reappointment and select someone else to the Board. Please note there are no other applicants on file for this Board at this time. To not reappoint Mr. Stamper would result in the loss of a significant amount of institutional knowledge.
- 2) Approve the reappointment of Mr. Stamper to another three-year term. Approval will allow the Board to remain consistent in the application of the City's codes.

Budget/Staff Impact: None

Prepared By: Mary Montez, Deputy City Clerk

Reviewed By: Christine Halloran, City Clerk



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: Historic Preservation Board

Name: Monte Stamer

Address: 611 Fernshaw Ave.

Telephone Number: 407-948-4045

Email Address: ALLMIGHTY.MS@GMAIL.COM

Upcoming Commission Meeting Dates I Can Attend: _____

Sincerely,

Signature: Monte Stamer Date: 2/23/23

Eustis Historic Preservation Board Members
(As of February 2023)

Chairperson

Matthew E. Kalus
 605 E. Washington Avenue
 Eustis, FL 32726
 W: 407-836-7856 C: 455-8081
matthew.kalus@ocfl.net
Term Expires: 2/28/2023

City Attorney

Sasha Garcia, Attorney
 Bowen and Schroth, P.A.
 600 Jennings Avenue
 Eustis, FL 32726
 W: 352-729-3248 ext. 307
dschroth@bowenschroth.com

Vice-Chairperson

Ronald K. Musselman
 226 S. Grove St
 Eustis, FL 32726
 C: 352-978-1921
kirk@davelowerealty.com
Term Expires: 12/31/2024

HPB Attorney

Cheyenne Dunn, Associate Attorney
 Bowen and Schroth, P.A.
 600 Jennings Avenue
 Eustis, Florida 32726
 W: 352-589-1414
sgarcia@bowenschroth.com

Secretary

(appoint new secretary on full board)

Vacant

Staff Liaison

Heather Croney
 City of Eustis – Development Services
 Senior Planner
 4 N. Grove Street
 P.O. Drawer 68
 Eustis, FL 32726
 W: 352-483-5460
croneyh@ci.eustis.fl.us

Monte Stamper
 611 Fernshaw Avenue
 Eustis, FL 32726
 H: 352-483-3560 W: 407-948-4045
Allmighty.ms@gmail.com
Term Expires: 12/31/2022

Dina John
 1006 Washington Ave
 Eustis, FL 32726
 407-973-3287
dinajohn@att.net
Term Expires: 04/21/25

Robyn Sambor (alternate)
 3566 Oak Brook Lane
 Eustis, FL 32726
 352-434-4077
Rsambor896@gmail.com
Term Expires: 06/08/24

Dorothy Stevenson
 806- Liberty St
 Eustis, FL 32726
 352-702-8830
gainesstevenson18@gmail.com
Term Expires: 02/28/2023

ARTICLE II. ADMINISTRATION¹

DIVISION 1. GENERALLY

Secs. 46-31—46-55. Reserved.

DIVISION 2. HISTORIC PRESERVATION BOARD²

Sec. 46-56. Established.

There is established a Eustis Historic Preservation Board in order to carry forward the purposes of the National Historic Preservation Act, as amended in 1980, PL 96-515, and such other purposes as may be created by ordinance or law.

(Ord. No. 95-27, § 1, 9-7-1995)

Sec. 46-57. Membership.

- (a) The board shall consist of five members and one alternate. In any meeting, where the development services division determines that a board member will not be present for a meeting, the alternate will be called. Of the first members appointed, three shall be appointed for two years and two shall be appointed for three years, but thereafter all appointments shall be for three years or until their successors are qualified and appointed. Each member of the board shall be a resident of the city during his or her entire term. A member of the board may be removed during his or her term by the city commission.
- (b) To meet the requirements of the certified local government program, as provided in the National Historic Preservation Act, as amended in 1980, PL 96-515, and to carry out its responsibilities under this chapter, the membership of the board shall include, to the extent available, three persons who are educated or who practice in one of the disciplines of architecture, history, architectural history, planning, archaeology or related disciplines. Whenever an individual is nominated to the board, the city commission shall consider the professional qualifications of the individual to ensure that the requirements of the certified local government program are met. Members of the board shall be appointed by the city commission. When a vacancy occurs on the board, it shall be filled as quickly as possible with due consideration to the qualifications of any candidate. Whenever possible, no position shall remain unfilled on the board for a period exceeding 60 days.

(Ord. No. 95-27, § 2, 9-7-1995; Ord. No. 01-17, § 2, 6-21-2001; Ord. No. 17-12, § 1(Exh. A), 10-5-2017)

¹Cross reference(s)—Administration, ch. 2.

²Cross reference(s)—Administration, ch. 2.

Sec. 46-58. Organization.

- (a) The board shall annually elect a chairperson, vice-chairperson, and a secretary from among its members. The officers shall have such duties of chairing the meetings and other responsibilities as are assigned to them by the rules of the board.
- (b) The board may, from time to time, authorize the establishment of task forces to carry out specialized and detailed projects, such as advocating for a historic district designation or local landmark designation; any task force may include Eustis citizens who are not members of the board.
- (c) The development services division shall furnish the board with administrative support, including fiscal support, subject to budgetary approval by the city commission.

(Ord. No. 95-27, § 6, 9-7-1995; Ord. No. 01-17, § 3, 6-21-2001; Ord. No. 17-12, § 1(Exh. A), 10-5-2017)

Sec. 46-59. Reporting.

The board shall annually make a report to the city commission of its activities.

(Ord. No. 95-27, § 19, 9-7-1995)

Sec. 46-60. Powers and duties.

The board shall have the following powers and duties, which shall be complementary to and carried out in accordance with the responsibility of the state historic preservation officer as described in 36 CFR 61.4(b), as may be amended:

- (1) To meet at regular intervals, but not less than four times per year;
- (2) To conduct an ongoing survey and inventory of historic buildings, areas and archaeological sites in the city, which shall be compatible with the state master site file, and to plan for their preservation; copies of the final works products of such survey and inventory shall be forwarded to the state preservation office;
- (3) To identify potential landmarks and potential landmark sites and to make recommendations to the city commission as to whether those potential landmarks and landmark sites should be officially designated as landmarks and landmark sites;
- (4) To recommend that the city commission designate specified areas as historic districts and to identify which structures should be considered to be contributing structures;
- (5) To maintain and update a detailed inventory of the designated historic districts, landmarks and landmark sites within the city and a detailed inventory of potential landmarks and landmark sites, which inventories shall be open to the public for review;
- (6) To develop specific guidelines for the alteration, construction, relocation or removal of designated property;
- (7) To promulgate standards for architectural review which are consistent with standards for rehabilitation which have been or may be established by the United States Secretary of the Interior;
- (8) To approve or deny applications for certificate of appropriateness for alteration, construction, demolition, relocation or removal of landmarks, landmark sites and property in historic districts;

- (9) To work with and advise the federal and state governments and other departments or boards of city government;
- (10) To advise and assist property owners and other persons and groups, including neighborhood organizations, on physical and financial aspects of preservation, renovation, rehabilitation and reuse, and to advise and assist property owners in becoming eligible for federal and state tax incentives;
- (11) To cooperate with and enlist the assistance of persons, organizations, corporations, foundations and public agencies in matters involving historic preservation, renovation, rehabilitation and reuse;
- (12) To initiate plans for the preservation and rehabilitation of individual historic buildings;
- (13) To undertake public information programs, including the preparation of publications and the placing of historic markers;
- (14) To make recommendations to the city commission concerning the acquisition of or acceptance of development rights, facade easements, the imposition of other restrictions, and the negotiation of historical property contracts for the purposes of historic preservation;
- (15) To review buildings which are owned by the city and which are at least 50 years old and considered for surplus by the city to determine their historical or architectural significance prior to sale by the city and to make recommendations concerning the disposition of properties considered to have historical or architectural significance;
- (16) To review proposed capital improvement projects of the city and its independent agencies, or their agents or contractors, costing in excess of \$50,000.00 in an historic district or affecting a designated landmark or landmark site, such review to be made annually during the city commission's normal budgetary process; and the board shall advise the commission of any concerns or objections that it may have about such projects; however, capital improvement projects for the maintenance of existing facilities are exempted from this requirement;
- (17) To conduct public hearings to consider historic preservation issues, the designation of landmarks, landmark sites, and historic districts, applications for certificate of appropriateness, and nominations to the National Register of Historic Places;
- (18) To make such rules and regulations as it deems necessary for the administration of ordinances for which it is responsible;
- (19) To undertake any other action or activity necessary or appropriate to the implementation of its powers and duties or to the implementation of the purpose of this chapter; and
- (20) Subject to city commission approval, to seek professional services and expertise when deemed necessary.

(Ord. No. 95-27, § 3, 9-7-1995)

Sec. 46-61. Review authority.

Upon application by the property owner or his designated agent for the nomination of local property to the National Register of Historic Places, or in extraordinary circumstances, upon application by the city commission for the nomination of local property to the National Register of Historic Places and with respect to the National Register of Historic Places, the board shall have the following authority:

- (1) The board shall review all nominations of local property to the National Register of Historic Places pursuant to the regulations established by the state historic preservation officer. The board shall request the mayor or his designee to render written opinions as to whether each property should be nominated to the National Register. Following the notice and hearing requirements contained in this

article, and after notifying the applicant and property owner 30 days prior to the public hearing, the board shall review the nomination. The board may seek expert advice while reviewing the nomination, subject to budgetary restrictions of the development services division. The board shall forward to the state historic preservation officer its recommendation on the nomination and the recommendations of the local official.

- (2) In the development of the certified local government program, as provided in the National Historic Preservation Act, as amended in 1980, PL 96-515, the city commission may ask the board to perform such other responsibilities as may be delegated to the city from time to time pursuant to the National Historic Preservation Act.

(Ord. No. 95-27, § 4, 9-7-1995)

Sec. 46-62. Public hearings and records.

The board shall promulgate appropriate rules providing for the establishment and maintenance of a record of all board meetings and public hearings. A verbatim transcript of the record is not required, but the board shall establish the record in sufficient degree to disclose the factual basis for its determinations and recommendations. The board shall prepare and maintain for public inspection a written annual report of its historic preservation activities, cases, decisions and qualifications of its members.

(Ord. No. 95-27, § 5, 9-7-1995)

Secs. 46-63—46-90. Reserved.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 2, 2023

RE: Reappointment to Historic Preservation Board – Matthew Kalus

Introduction:

This item is for consideration of the reappointment of Matthew Kalus to the Historic Preservation Board for a full term to expire February 28, 2026.

Background:

Chapter 46, Article II, of the Code of Ordinances addresses historic preservation. Sections 46-67 through 46-62 provide specifications for the Historic Preservation Board. Board members are appointed to three-year terms.

Matthew Kalus was first appointed to the Historic Preservation Board in November 1998 and has been consistently reappointed since that date. Attached is his request for reappointment. If approved, his new term will expire February 28, 2026.

Recommended Action:

Staff and the Historic Preservation Board recommend the reappointment of Mr. Kalus to another three-year term.

Policy Implications: None

Alternatives:

- 1) Do not approve the reappointment and select someone else to the Board. Please note there are no other applicants on file for this Board at this time. To not reappoint Mr. Kalus would result in the loss of a significant amount of institutional knowledge.
- 2) Approve the reappointment of Mr. Kalus to another three-year term. Approval will allow the Board to remain consistent in the application of the City's codes.

Budget/Staff Impact: None

Prepared By: Mary Montez, Deputy City Clerk

Reviewed By: Christine Halloran, City Clerk

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 Historic Preservation Board

Name: Matthew Kalus, PSM, PE

Address: 605 E. Washington Ave

Telephone Number: 407-836-7856

Email Address: Matthew.Kalus@ocfl.net

Upcoming Commission Meeting Dates I Can Attend: any

Sincerely,

Signature: Matthew Kalus Digitally signed by Matthew Kalus
Date: 2023.02.22 07:01:59 -05'00' Date: _____

Eustis Historic Preservation Board Members
(As of February 2023)

Chairperson

Matthew E. Kalus
 605 E. Washington Avenue
 Eustis, FL 32726
 W: 407-836-7856 C: 455-8081
matthew.kalus@ocfl.net
Term Expires: 2/28/2023

City Attorney

Sasha Garcia, Attorney
 Bowen and Schroth, P.A.
 600 Jennings Avenue
 Eustis, FL 32726
 W: 352-729-3248 ext. 307
dschroth@bowenschroth.com

Vice-Chairperson

Ronald K. Musselman
 226 S. Grove St
 Eustis, FL 32726
 C: 352-978-1921
kirk@davelowerealty.com
Term Expires: 12/31/2024

HPB Attorney

Cheyenne Dunn, Associate Attorney
 Bowen and Schroth, P.A.
 600 Jennings Avenue
 Eustis, Florida 32726
 W: 352-589-1414
sgarcia@bowenschroth.com

Secretary

(appoint new secretary on full board)

Vacant

Staff Liaison

Heather Croney
 City of Eustis – Development Services
 Senior Planner
 4 N. Grove Street
 P.O. Drawer 68
 Eustis, FL 32726
 W: 352-483-5460
croneyh@ci.eustis.fl.us

Monte Stamper
 611 Fernshaw Avenue
 Eustis, FL 32726
 H: 352-483-3560 W: 407-948-4045
Allmighty.ms@gmail.com
Term Expires: 12/31/2022

Dina John
 1006 Washington Ave
 Eustis, FL 32726
 407-973-3287
dinajohn@att.net
Term Expires: 04/21/25

Robyn Sambor (alternate)
 3566 Oak Brook Lane
 Eustis, FL 32726
 352-434-4077
Rsambor896@gmail.com
Term Expires: 06/08/24

Dorothy Stevenson
 806- Liberty St
 Eustis, FL 32726
 352-702-8830
gainesstevenson18@gmail.com
Term Expires: 02/28/2023

ARTICLE II. ADMINISTRATION¹

DIVISION 1. GENERALLY

Secs. 46-31—46-55. Reserved.

DIVISION 2. HISTORIC PRESERVATION BOARD²

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(Ord. No. 95-27, § 1, 9-7-1995)

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- (b) To meet the requirements of the certified local government program, as provided in the National Historic Preservation Act, as amended in 1980, PL 96-515, and to carry out its responsibilities under this chapter, the membership of the board shall include, to the extent available, three persons who are educated or who practice in one of the disciplines of architecture, history, architectural history, planning, archaeology or related disciplines. Whenever an individual is nominated to the board, the city commission shall consider the professional qualifications of the individual to ensure that the requirements of the certified local government program are met. Members of the board shall be appointed by the city commission. When a vacancy occurs on the board, it shall be filled as quickly as possible with due consideration to the qualifications of any candidate. Whenever possible, no position shall remain unfilled on the board for a period exceeding 60 days.

(Ord. No. 95-27, § 2, 9-7-1995; Ord. No. 01-17, § 2, 6-21-2001; Ord. No. 17-12, § 1(Exh. A), 10-5-2017)

¹Cross reference(s)—Administration, ch. 2.

²Cross reference(s)—Administration, ch. 2.

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- (b) The board may, from time to time, authorize the establishment of task forces to carry out specialized and detailed projects, such as advocating for a historic district designation or local landmark designation; any task force may include Eustis citizens who are not members of the board.
- (c) The development services division shall furnish the board with administrative support, including fiscal support, subject to budgetary approval by the city commission.

(Ord. No. 95-27, § 6, 9-7-1995; Ord. No. 01-17, § 3, 6-21-2001; Ord. No. 17-12, § 1(Exh. A), 10-5-2017)

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(Ord. No. 95-27, § 19, 9-7-1995)

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The board shall have the following powers and duties, which shall be complementary to and carried out in accordance with the responsibility of the state historic preservation officer as described in 36 CFR 61.4(b), as may be amended:

- (1) To meet at regular intervals, but not less than four times per year;
- (2) To conduct an ongoing survey and inventory of historic buildings, areas and archaeological sites in the city, which shall be compatible with the state master site file, and to plan for their preservation; copies of the final works products of such survey and inventory shall be forwarded to the state preservation office;
- (3) To identify potential landmarks and potential landmark sites and to make recommendations to the city commission as to whether those potential landmarks and landmark sites should be officially designated as landmarks and landmark sites;
- (4) To recommend that the city commission designate specified areas as historic districts and to identify which structures should be considered to be contributing structures;
- (5) To maintain and update a detailed inventory of the designated historic districts, landmarks and landmark sites within the city and a detailed inventory of potential landmarks and landmark sites, which inventories shall be open to the public for review;
- (6) To develop specific guidelines for the alteration, construction, relocation or removal of designated property;
- (7) To promulgate standards for architectural review which are consistent with standards for rehabilitation which have been or may be established by the United States Secretary of the Interior;
- (8) To approve or deny applications for certificate of appropriateness for alteration, construction, demolition, relocation or removal of landmarks, landmark sites and property in historic districts;

- (9) To work with and advise the federal and state governments and other departments or boards of city government;
- (10) To advise and assist property owners and other persons and groups, including neighborhood organizations, on physical and financial aspects of preservation, renovation, rehabilitation and reuse, and to advise and assist property owners in becoming eligible for federal and state tax incentives;
- (11) To cooperate with and enlist the assistance of persons, organizations, corporations, foundations and public agencies in matters involving historic preservation, renovation, rehabilitation and reuse;
- (12) To initiate plans for the preservation and rehabilitation of individual historic buildings;
- (13) To undertake public information programs, including the preparation of publications and the placing of historic markers;
- (14) To make recommendations to the city commission concerning the acquisition of or acceptance of development rights, facade easements, the imposition of other restrictions, and the negotiation of historical property contracts for the purposes of historic preservation;
- (15) To review buildings which are owned by the city and which are at least 50 years old and considered for surplus by the city to determine their historical or architectural significance prior to sale by the city and to make recommendations concerning the disposition of properties considered to have historical or architectural significance;
- (16) To review proposed capital improvement projects of the city and its independent agencies, or their agents or contractors, costing in excess of \$50,000.00 in an historic district or affecting a designated landmark or landmark site, such review to be made annually during the city commission's normal budgetary process; and the board shall advise the commission of any concerns or objections that it may have about such projects; however, capital improvement projects for the maintenance of existing facilities are exempted from this requirement;
- (17) To conduct public hearings to consider historic preservation issues, the designation of landmarks, landmark sites, and historic districts, applications for certificate of appropriateness, and nominations to the National Register of Historic Places;
- (18) To make such rules and regulations as it deems necessary for the administration of ordinances for which it is responsible;
- (19) To undertake any other action or activity necessary or appropriate to the implementation of its powers and duties or to the implementation of the purpose of this chapter; and
- (20) Subject to city commission approval, to seek professional services and expertise when deemed necessary.

(Ord. No. 95-27, § 3, 9-7-1995)

Sec. 46-61. Review authority.

Upon application by the property owner or his designated agent for the nomination of local property to the National Register of Historic Places, or in extraordinary circumstances, upon application by the city commission for the nomination of local property to the National Register of Historic Places and with respect to the National Register of Historic Places, the board shall have the following authority:

- (1) The board shall review all nominations of local property to the National Register of Historic Places pursuant to the regulations established by the state historic preservation officer. The board shall request the mayor or his designee to render written opinions as to whether each property should be nominated to the National Register. Following the notice and hearing requirements contained in this

article, and after notifying the applicant and property owner 30 days prior to the public hearing, the board shall review the nomination. The board may seek expert advice while reviewing the nomination, subject to budgetary restrictions of the development services division. The board shall forward to the state historic preservation officer its recommendation on the nomination and the recommendations of the local official.

- (2) In the development of the certified local government program, as provided in the National Historic Preservation Act, as amended in 1980, PL 96-515, the city commission may ask the board to perform such other responsibilities as may be delegated to the city from time to time pursuant to the National Historic Preservation Act.

(Ord. No. 95-27, § 4, 9-7-1995)

Sec. 46-62. Public hearings and records.

The board shall promulgate appropriate rules providing for the establishment and maintenance of a record of all board meetings and public hearings. A verbatim transcript of the record is not required, but the board shall establish the record in sufficient degree to disclose the factual basis for its determinations and recommendations. The board shall prepare and maintain for public inspection a written annual report of its historic preservation activities, cases, decisions and qualifications of its members.

(Ord. No. 95-27, § 5, 9-7-1995)

Secs. 46-63—46-90. Reserved.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 2, 2023

RE: Resolution Number 23-20
Acceptance of Sorrento Pines Subdivision (Unincorporated Lake County)
Utility Infrastructure and Maintenance Bonds for Phase 1A and Phase 2

Introduction:

Resolution Number 23-20 accepts the utility infrastructure for the Sorrento Pines Subdivision Phase 1A and Phase 2; approves a \$158,769.82 two-year maintenance bond for Phase 1A and a \$129,618.51 two-year maintenance bond for Phase 2; and authorizes the City Manager to release the bond following the two-year maintenance period and verification that there are no deficiencies in the systems.

Background:

The subdivision known as Sorrento Pines Phase 1A and Phase 2 is a single-family development in unincorporated Lake County. On September 17, 2020, via Resolution Number 20-64, the Eustis City Commission approved a Water and Wastewater Utility Agreement with Sorrento Pines, LLC for the project. The current developer, Stanley Martin Homes, LLC, has completed the utility infrastructure construction, submitted a signed and sealed Engineer's Statement of utility infrastructure construction costs, and provided Maintenance Bonds for Phase 1A and Phase 2 of the Sorrento Pines Subdivision in accordance with Section 102-10(c)(5) of the Land Development Regulations.

The Public Works Director has received clearances from applicable State agencies and test reports related to the utility systems construction. The department has conducted appropriate inspections and recommends final acceptance of the subdivision infrastructure. The submitted maintenance bonds (\$158,769.82 for Phase 1A and \$129,618.51 for Phase 2, which is 10% of the construction costs for the respective Phase) will insure that any deficiencies that become apparent over the two-year period will be corrected without cost to the City.

Recommended Action:

Approve Resolution Number 23-20

Policy Implications:

None

Alternatives:

1. Approve Resolution Number 23-20
2. Deny Resolution Number 23-20

Budget/Staff Impact:

None

Prepared By:

Jeff Richardson, AICP, Deputy Director, Development Services

Reviewed By:

Greg Dobbins, Deputy Director, Public Utilities, Public Works

RESOLUTION NUMBER 23-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; ACCEPTING THE WATER, SANITARY SEWER, AND RECLAIMED WATER INFRASTRUCTURE FOR SORRENTO PINES SUBDIVISION PHASE 1A AND PHASE 2 LOCATED ON APPROXIMATELY 200.45 ACRES ADJACENT TO THE SOUTH OF THE SORRENTO HILLS / EAGLE DUNES DEVELOPMENT IN UNINCORPORATED LAKE COUNTY; PROVIDING FOR ACCEPTANCE OF A TWO-YEAR MAINTENANCE BOND IN THE AMOUNT OF \$158,769.82 FOR PHASE 1A AND \$129,618.51 FOR PHASE 2; AND AUTHORIZING THE CITY MANAGER TO RELEASE ACCEPTED BOND FOLLOWING COMPLETION OF THE TWO-YEAR MAINTENANCE PERIOD AND VERIFICATION THAT THERE ARE NO DEFICIENCIES.

WHEREAS, on September 17, 2020, via Resolution Number 20-64, the Eustis City Commission approved a Water and Wastewater Utility Agreement with Sorrento Pines, LLC regarding the provision of City utilities to the Sorrento Pines properties; and

WHEREAS, Stanley-Martin Homes, LLC, developer of the subdivision now known as the Sorrento Pines subdivision, has completed utility infrastructure construction for the property, more particularly described as:

Sorrento Pines Phase 1A, PB 78, PG 35-42; and

Sorrento Pines Phase 2, PB 78, PG 26-34; and

WHEREAS, the developer's engineer has certified that all the facilities have been constructed in accordance with the approved construction plans and specifications; and

WHEREAS, the Public Works Director has received clearances from applicable State agencies and test reports related to the utility systems' construction, has conducted inspections, and recommends final acceptance of the subdivision infrastructure; and

WHEREAS, Stanley Martin Homes, LLC has submitted a signed and sealed Engineer's Statement of utility infrastructure construction costs and provided a Maintenance Bond in accordance with Section 102-10(c)(5) of the Land Development Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE EUSTIS CITY COMMISSION AS FOLLOWS:

Section 1: That the City of Eustis hereby accepts the ownership and maintenance responsibility of the Sorrento Pines Phase 1A and Phase 2 public facilities and infrastructure including potable water, reclaimed water, and sanitary sewer systems.

Section 2. That the City Manager is hereby authorized to release the \$158,769.82 Phase 1A Maintenance Bond following the two-year maintenance period, provided that the Public Works Director verifies that no deficiencies exist and that the City Manager is hereby authorized to release the \$129,618.51 Phase 2 Maintenance Bond following the two year maintenance period, provided that the Public Works Director verifies that no deficiencies exist.

Section 3. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 4. That should any section, phrase, sentence, provision, or portion of this Resolution be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 5. That this Resolution shall become effective upon filing.

**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 2nd day of March, 2023 by Michael L. Holland, Mayor, and Christine Halloran, CMC, 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 23-20 is hereby approved, and I hereby certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Senior Center, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, CMC, City Clerk

MAINTENANCE BOND – SUBDIVISION

Bond No. SEHNSU0824846

KNOW ALL MEN BY THESE PRESENTS, that we Brockman Site Development, LLC hereinafter referred to as "Principal" and Harco National Insurance Company, hereinafter referred to as "Surety" are held and firmly bound unto **City of Eustis**, a political subdivision of the State of Florida, hereinafter referred to as "City" in the penal sum of One Hundred Fifty-eight Thousand

Seven Hundred Sixty-nine And 82/100 (\$158,769.82) for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements in the subdivision Sorrento Pines 1A in the City of Eustis.

WHEREAS, the aforementioned improvements were made pursuant to certain plans and specifications on file in the DEPARTMENT OF PUBLIC WORKS OF THE CITY OF EUSTIS, FLORIDA and hereby made a part hereof by reference thereto and,

WHEREAS, Principal is obligated to protect the CITY OR ITS SUCCESSOR IN INTEREST against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of twenty four (24) months from 3/2/2023; WHICH IS THE DATE THE CITY OF EUSTIS ACCEPTS THE IMPROVEMENTS AS COMPLETE, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The CITY shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days written notice from the CITY, AUTHORIZED AGENT, OR OFFICER, of the defect with forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, the CITY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements shall be right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, repair or replacement of said Improvements to which the Principal and Surety unconditionally agree.

The Principal and Surety, further jointly and severally agree that the CITY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, an in the event the CITY should exercise and give effect to such

right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the CITY the total cost thereof, including, but not limited to engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 23rd day of January, 2023.

Brockman Site Development, LLC

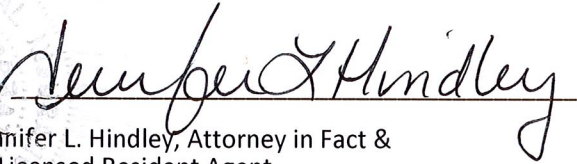
By: 

TODD LUKE, PRESIDENT

(Printed Name and Title)

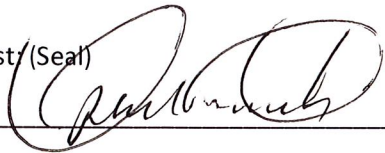
Attest: (Seal)
By: 

Surety: Harco National Insurance Company

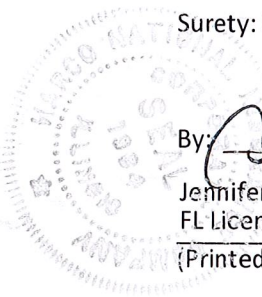
By: 

Jennifer L. Hindley, Attorney in Fact & FL Licensed Resident Agent

(Printed Name and Title)

Attest: (Seal)
By: 

Inquiries: (407) 834-0022



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # SEHNSU0824846

Item 5.1

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ALLYSON FOSS WING, KELLY PHELAN, JENNIFER L. HINDLEY, PAUL J. CIAMBRIELLO, MARGIE MORRIS, BRYCE R. GUIGNARD, APRIL L. LIVELY, M. GARY FRANCIS, CHRISTINE MORTON

Longwood, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 23, 2023

Irene Martins, Assistant Secretary

A00078

MAINTENANCE BOND – SUBDIVISION

Bond No. CMS0343458

KNOW ALL MEN BY THESE PRESENTS, that we Stanley Martin Homes, LLC hereinafter referred to as "Principal" and RLI Insurance Company, hereinafter referred to as "Surety" are held and firmly bound unto **City of Eustis**, a political subdivision of the State of Florida, hereinafter referred to as "City" in the penal sum of One Hundred Twenty Nine Thousand Six Hundred Eighteen and 51/100 for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements in the subdivision Sorrento Pines Ph 2 in the City of Eustis.

WHEREAS, the aforementioned improvements were made pursuant to certain plans and specifications on file in the DEPARTMENT OF PUBLIC WORKS OF THE CITY OF EUSTIS, FLORIDA and hereby made a part hereof by reference thereto and,

WHEREAS, Principal is obligated to protect the CITY OR ITS SUCCESSOR IN INTEREST against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of twenty four (24) months from 3/2/2023; WHICH IS THE DATE THE CITY OF EUSTIS ACCEPTS THE IMPROVEMENTS AS COMPLETE, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The CITY shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.


The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days written notice from the CITY, AUTHORIZED AGENT, OR OFFICER, of the defect with forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, the CITY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements shall be right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, repair or replacement of said Improvements to which the Principal and Surety unconditionally agree.

The Principal and Surety, further jointly and severally agree that the CITY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, an in the event the CITY should exercise and give effect to such

right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the CITY the total cost thereof, including, but not limited to engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 4th day of January, 2023 .

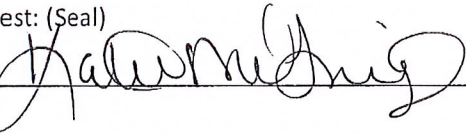
Stanley Martin Homes, LLC

By:  _____

John Ogden Director of Land Development

(Printed Name and Title)

Attest: (Seal)

By:  _____

Surety: RLI Insurance Company

Holly Tallone

Holly Tallone, Attorney-in-Fact

POWER OF ATTORNEY

Item 5.1

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Gary Giulietti, Holly Lynch, Philip Baker, Kathleen M. Coen, Holly Tallone, Renee Hugar, Julia C. Zalesky, Dana Donahue, Abigail E. Curtiss, jointly or severally

in the City of Farmington, State of Connecticut its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 8th day of August, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

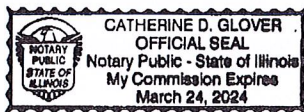
CERTIFICATE

On this 8th day of August, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 4th day of January, 2023.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Admitted Assets

Investments:	
Fixed maturities	\$ 1,108,736,858
Equity securities	1,234,539,005
Short-term investments	0
Real estate	29,005,732
Properties held to produce income	0
Cash on hand and on deposit	82,988,174
Other invested assets	56,354,662
Receivables for securities	1,321,658
Agents' balances	82,633,031
Investment income due and accrued	8,291,480
Funds held	0
Reinsurance recoverable on paid losses	6,040,596
Federal income taxes receivable	0
Net deferred tax asset	0
Guarantee funds receivable or on deposit	37,508
Electronic data processing equipment, net of depreciation	1,041,105
Receivable from affiliates	13,974,554
Other admitted assets	7,762,184
Total Admitted Assets	\$ 2,632,726,547

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 755,538,188
Unearned premiums	320,186,499
Accrued expenses	96,968,941
Funds held	394,124
Advance premiums	17,233,690
Amounts withheld	81,205,397
Remittances and items not allocated	1,187,051
Dividends declared and unpaid	39,205
Ceded reinsurance premium payable	28,863,477
Payable for securities	4,384,937
Statutory penalties	750,800
Current federal & foreign income taxes	1,549,816
Net deferred tax liability	19,265,874
Borrowed money and accrued interest	50,036,167
Drafts outstanding	0
Payable to affiliate	6,995,196
Other liabilities	7,478,125
Total Liabilities	\$ 1,392,077,487
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	988,197,601
Total Surplus	\$ 1,240,649,060
Total Liabilities and Surplus	\$ 2,632,726,547

State of Illinois }
County of Peoria }

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of _____ and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2021.

Attest:



{ Corporate Seal Affixed }

Craig Kliethermes President
Olga S. Happel Assistant Secretary

Sworn to before me this 9th day of March, 2022.



{ Notarial Seal Affixed }

Catherine D. Glover
Catherine D. Glover Notary Public, State of Illinois



City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: MARCH 2, 2023
 RE: RESOLUTION NUMBER 23-18: PRELIMINARY SUBDIVISION PLAT APPROVAL WITH WAIVER FOR ESTES RESERVE SUBDIVISION

Introduction:

Resolution Number 23-18 approves a Preliminary Subdivision Plat with waiver for the Estes Reserve Subdivision, which is a 23-lot single-family residential subdivision located north of Bates Avenue/Lake Lincoln Lane, on the west side of Estes Road.

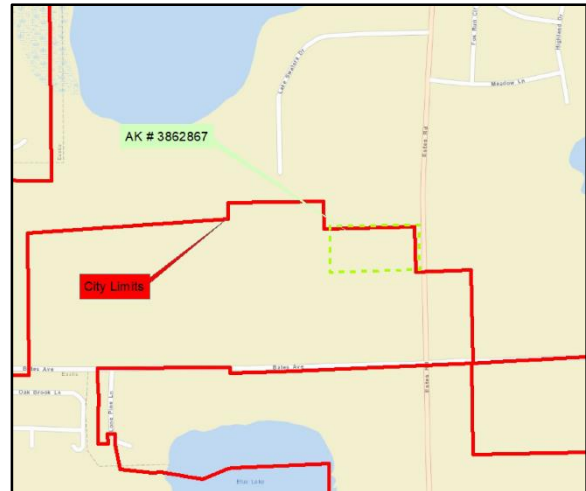
Recommended Action:

The administration recommends approval of Resolution Number 23-18.

Background:

Pertinent Site Information:

1. Located north of Bates Avenue/Lake Lincoln Lane, on the west side of Estes Road, the site contains approximately 4.7 acres, and is comprised of one (1) wooded, vacant parcel.
2. On January 31, 2023, the Development Review Committee recommended approval of the proposed preliminary subdivision plat, subject to adequate responses to the remaining comments, which were addressed on February 8, 2023.



3. The land use designations, design district designations, and existing uses of the site and surrounding area are shown below.

Location	Existing Use	Future Land Use	Design District
Site	Vacant	Suburban Residential	Suburban Neighborhood
North	Single Family Residence	Rural Transition (Lake County)	NA

South	Mayhill Subdivision Under Construction 49 SFR	Suburban Residential	Suburban Neighborhood
East	Vacant – Orange Grove	Rural Transition (Lake County)	NA
West	Eustis Middle School	Public Institutional	Suburban Neighborhood

Proposed Development:

Per the attached Exhibit A, the applicant is requesting approval of a Preliminary Subdivision Plat (with waiver) for a residential subdivision to include twenty-three (23) lots for single-family detached residences with the following development characteristics:

Subdivision Component	Code	Provided
Gross Area	n/a	4.7 acres
Net Area (gross area less wetlands, water bodies)	n/a	4.7 acres
Lot Typology	House Lot	23
Density	5 dwelling units/acre maximum	4.89 dwelling units/acre
Open Space	25% minimum (1.18 ac)	26.5% (1.25 ac)
Park Space	0.25 acres	0.36 acres
Landscape Buffers	15-24 feet adjacent to public r/w	29 feet along Estes Rd

Waiver:

The applicant is requesting one waiver to the Land Development Regulations (LDR) as follows:

- a. Waiver to Section 110-4.2 to allow a House lot type with a minimum lot width of 42 feet.

The reduced lot width at the street will have no effect on properties outside the subdivision.

Analysis of Request According to Applicable Policies and Codes:

- a. Comprehensive Plan - Future Land Use Element Appendix; Land Development Regulations Section 109-2.3, 109-3, 109-4: Suburban Residential (SR) This designation

is provided to accommodate the majority of residential development within the City. General Range of Uses: This designation is intended to provide for a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted. Maximum Density/Intensity: Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions. Maximum Impervious Surface Area 40%; Minimum open space required 25% or 35% if environmental analysis finds Wekiva related vegetative species.

The preliminary subdivision plat provides for single-family detached homes at a maximum density of 4.89 dwelling units per acre in a Suburban Residential land use district, which permits up to 5 dwelling units per acre. Yet, the property subject to this request is indicated for a density limitation of 2.5 dwelling units per acre on Map 19 of the Eustis Comprehensive Plan Future Land Use Element Map Series. However, Map 19 is inconsistent with the balance of the Comprehensive Plan Future Land Use Element and Future Land Use Element Appendix. The Future Land Use Element Appendix indicates the Suburban Residential (SR) designation is provided to accommodate the majority of residential development within the city at up to 5 dwelling units per acre.

Furthermore, Policy FLU 1.3.2: Maintain Residential Compatibility of the Eustis Comprehensive Plan indicates, “ review and analysis of development applications and future land use map amendments shall recognize as a fundamental principle of the City’s Comprehensive Plan that the highest concentration of development density and intensity within the City shall be permitted in the downtown and that this overall density/intensity decreases incrementally outward from the downtown to lower densities that are located in outlying rural areas or areas of the City which have physical limitations to development. Higher density in locations away from downtown, but supported with urban services and retail/employment activity, is permitted as an exception to this principle.”

The subject property is not in an outlying rural area nor an area that has physical limitations to development. The proposed project is located over a mile west of the Eustis Joint Planning Area boundary and is within the city limits. Best planning practices indicate that recommended lot sizes where water or sewer are lacking are limited to four per acre...the proposed density of 4.89 dwelling units per acre will be served with water and sewer.

As the property is located over a mile from the JPA boundary outside of which the true rural areas of unincorporated Lake County, the proposed density provides for an appropriate transition from the higher density of the downtown (up to 40 units per acre) to the areas outside the downtown which transition from 12 units per acre to 5 units per acre, and in the case of this project 4.89 units per acre.

In keeping with FS 163.3177, directing density to municipalities reduces the proliferation of sprawl thereby protecting true rural and agricultural lands. By directing development to municipalities, development pressure on outlying areas is reduced. Provision of cost-effective public services is not only provided for in Eustis' Strategic Plan, it is an important factor in protecting natural resources, including groundwater. Greater densities are warranted and necessary for cost effective provision of public services where both water and sewer are provided. Compact service areas reduce per capita costs of public services.

The preliminary subdivision plat, consistent with the Comprehensive Plan and Land Development Regulations, provides for roadway, sidewalks and maximum lot coverage of 1.88 acres equating to a 40% impervious surface area (maximum 40%). The environmental report submitted for the project did not show Wekiva related vegetative species resulting in a 25% open space requirement; the plan provides 26.5%, or 1.25 acres. The proposed plan is consistent with the Suburban Residential land use per the Future Land Use Element Appendix of the Comprehensive Plan and the Land Development Regulations.

- b. Land Development Regulations – Design Districts Section 109-5.5 Suburban development patterns: Intent. The suburban development pattern relies primarily on a pattern of residential development that provides the majority of property owners with substantial yards on their own property. The street layout, comprised of streets with fewer vehicular connections, helps to reduce cut-through traffic and establishes distinct boundaries for residential communities/subdivisions. Nonresidential uses are primarily located on corridors, districts and a mix of uses is prominent in centers. Each land use provides for pedestrian and bicycle connections.

The subdivision layout meets the intent of the Suburban Neighborhood development district. One subdivision entrance is provided on Estes Road. Sidewalks are provided throughout the subdivision and along the public road frontage of Estes Road.

- c. Land Development Regulations – Building Lot Types – Section 110-4.2 House Lot Minimum house lot requirements in Suburban design districts include the following: Width of 55-feet; Depth of 120-feet; Square Footage of 6,600 feet

Minimum setback requirements for House Lots in Suburban design districts include the following: Street setback of 25-feet; Common lot setback of 5-feet; Rear setback of 10-feet

The subdivision plat proposes modified House Lot typologies, which require the following waiver approval:

Waiver to Sec. 110-4.2 to reduce the minimum lot width to allow 42-foot wide lots.

Pursuant to Section 109-5.6, the Suburban Neighborhood design district permits Estate Lots, House Lots and Duplex lots.

The smaller lot type in an area with nearby community service and shopping uses will provide housing options for a niche market (those pursuing home ownership versus apartment living yet seeking low cost and maintenance). Providing for a more affordable, lower maintenance home ownership opportunity is consistent with the goals and objectives of the Comprehensive Plan Housing Element in meet projected demand and to accommodate the needs of the various household types and income groups characteristic of the city and planning area. (HOUSING GOAL HSG 1 & OBJECTIVE: HSG 1.1).

- d. Land Development Regulations – Chapter 115 General Building and Site Design Standards

Section 115-3.2. (a), (b) and (c) address suburban districts and residential compatibility as follows:

Sec. 115-3.2. - Suburban districts.

(a) *Suburban residential compatibility.* The maximum residential density permitted within any suburban design district shall be consistent with the maximum density of the applicable land use district assigned to each individual property.

The maximum residential density of the Suburban Residential future land use district is 5 dwelling units per acre, the subdivision proposes a density of 4.89 dwelling units per acre.

(b) When any suburban design district abuts an existing development in a suburban district, and proposed new residential lots will share a common boundary with existing or platted lots:

(1) The width of the new lots may be no more than 150 percent of the width of the existing or platted lots, unless:

(a) The existing or platted lots are non-conforming to the suburban design district standards;

(b) Central sewer service is not available.

Section 115-3.2.(b)(1) is not applicable.

(c) When any suburban design district abuts a rural design district, and proposed new residential lots will share a common boundary with existing or platted lots:

(1) The width of the new lots may be no less than 75 percent of the width of the existing or platted lots; unless:

(a) A landscape buffer (10 to 15 feet wide) is provided between the new lots and existing or platted lots; or

(b) Park space as permitted by Section 115-8.3. is provided between the new lots and existing or platted lots.

Section 115-3.2(c)(1) is not applicable. The property to the west and south is within a suburban design district. The properties to the north and east are in unincorporated Lake County, which properties are not currently assigned a design district designation. However, the Development Patterns Map (Map 2 of the Eustis Comprehensive Plan) indicates a suburban development pattern in this area of the City, which is indicative of the design district designation that would be assigned were those properties to be annexed into the City. (Per Section 102-17 consistent transect required; design district changes should occur along rear alleys, lanes or conservation areas).

Section 115-4.2.1. (and Comprehensive Plan Policies FLU 5.2.1 and 5.2.9) includes general site design criteria to respect the natural topography of the site and follow the outlined four-step design process. Compliance as is demonstrated as follows:

Sec. 115-4.2.1. - All districts.

(a)General site design criteria. Proposed development plans must be organized into three components: 1) wetlands and water bodies; (2) open space; and (3) developed areas. The plan design must respect the natural topography of the site and generally follow the four-step design process described below:

(1) Step 1 - Delineate open space areas as outlined below: a. Create or add to a larger contiguous off-site network of interconnected open space, particularly existing habitats and opportunities for restoring native habitats. b. Create connected and integrated open space within the development to the maximum extent practicable based on the context sensitive site design standards and priorities below: 1. Protect listed species. 2. Create/enhance connectivity. 3. Protect native habitat. 4. Restore native habitat.

The proposed subdivision plan provides for a 0.36-acre greenway park along the north side of the property as well as right-of-way dedication and pedestrian connections that provides opportunity to create contiguous interconnected open space as parcels develop/redevelop along Estes Road. Attention was given to provide for tree preservation, to the extent possible, in the greenway park area, by retaining the majority of the native species in that area.

The plan provides for the retention of native trees that would remain viable post-development, and the landscape plan provides for planting of new native species.

(2) Step 2 - Define development areas in such a way as to preserve the function, purpose and integrity of the natural features of the land, the on-site natural resources, and the environmental systems to the maximum extent practicable.

The engineer designed the site to match existing grade as much as possible.

(3) Step 3 - Align streets and trails to avoid or at least minimize adverse impacts on designated open space. The streets and trails shall provide external and internal connectivity and the street layout of subsequent phases shall be coordinated with the street system of previous phases.

The site is currently wooded and does not provide functional open space. The street layout and greenway have been designed to provide both external and internal connectivity. Subsequent phases are not proposed, but the street layout is designed to accommodate connectivity to the north or west should a future development occur.

(4) Step 4 - Lots lines and building placement should be added as the last step in the design process.

The applicant stated that by creating a greenway tract, connecting the landscape buffer, maintaining existing grade, maximizing open space, and adding lot lines and buildings as a final step of the design process, the Estes Reserve project will have excellent curb appeal while also maintaining the original natural integrity of the land.

Section 115-4.9 includes the City's stormwater management regulations. ***The site is within Drainage Basin 50 (Lake Lincoln) and drains to the northeast. Via the development review committee process, the city engineering department reviewed and approved the drainage calculations and stormwater plan. A St. Johns River Water Management District permit will also be required for the project.***

Sections 115-7, 8 and 9 outline standards for transportation, parks, and landscaping. A trip generation statement and request for an exemption from a tier 1 traffic analysis (TIA) was prepared by Traffic and Mobility Consultants for the subdivision and submitted for review by Lake County Public Works (Bates/Estes are county roads) and the city's transportation consultant, Kimley-Horn. The traffic impact is de-minimis and exempt from a full TIA.

Regarding parks, the subdivision plan provides for a greenway park with trail on the western portion of the site. The provided park space on the subdivision plan exceeds the minimum park space required by the Land Development Regulations (0.36 acres vs. minimum 0.25 acres). A landscape buffer compliant with city regulations is proposed along Estes Road.

Summary of Recommendation:

Staff recommends approval of the Estes Reserve Subdivision as the proposed density of 4.89 units per acre falls below the maximum and the subdivision plan meets or exceeds required design standards per the Land Development Regulations. The requested waiver will not negatively affect the health, safety and welfare of the public.

Alternatives:

1. Approve Resolution Number 23-18
2. Deny Resolution Number 23-18

Discussion of Alternatives:

Alternative 1 approves Resolution Number 23-18

Advantages:

- The property owner can move forward with the proposed development.
- The action will provide for new residential development, potential job creation in the city, and increased tax revenue.
- The action is consistent the Commission's Strategic Plan policies to encourage economic development.
- The action is consistent with the goals, objectives, and policies of the Comprehensive Plan, including the Housing Element, which outlines the goal to promote safe, sanitary and affordable housing to meet the needs of various household types and income groups characteristic of the city and planning area.

Disadvantages:

- The action includes approval of a waiver to the Land Development Regulations. Alternative 2 denies Resolution Number 22-13.

Advantages:

- The Commission could request modifications to the preliminary plat layout.

Disadvantages:

- The property owner could not develop according to the submitted preliminary plat.
- The City could lose an economic development opportunity.

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 inspection. Upon end user development, the City would realize increased tax revenue.

Community Input:

Development Services has placed the proper legal advertisements in the newspaper; notified surrounding property owners within 500 feet; and the property was posted. As of February 23, 2023, staff has not received any input from the community. An opportunity for public input will be provided at the March 2, 2023 public hearing.

Prepared By:

Heather Croney, Senior Planner

Attachments

- Resolution Number 23-18 with Exhibit A – Preliminary Subdivision Plat
- Elevations for Proposed Homes

RESOLUTION NUMBER 23-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A PRELIMINARY SUBDIVISION PLAT FOR ESTES RESERVE SUBDIVISION, A 23-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION, ON APPROXIMATELY 4.7 ACRES OF PROPERTY LOCATED NORTH OF BATES AVENUE/LAKE LINCOLN LANE, ON THE WEST SIDE OF ESTES ROAD (ALTERNATE KEY NUMBER 3862867).

WHEREAS, Christopher Germana with Germana Engineering and Associates has made an application for Preliminary Subdivision Plat approval with waiver for a 23-lot, single-family residential subdivision on approximately 4.7 acres located north of Bates Avenue/Lake Lincoln Lane, on the west side of Estes Road, more particularly described as follows:

Parcel Alternate Key Number: 3862867

Parcel Identification Number: 05-19-27-0200-000-00901

TREMAIN'S HOMESTEAD FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5 RUN NORTH 00-36-44 WEST 25.01 FEET TO THE NORTH RIGHT OF WAY LINE OF BATES AVE, NORTH 87-38-34 EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.51 FEET, NORTH 00-43-28 WEST 629.69 FEET, NORTH 88-12-54 EAST 337.19 FEET FOR POINT OF BEGINNING, RUN NORTH 00-50-17 WEST 325.50 FEET, NORTH 88-30-58 EAST 631.37 FEET TO A POINT ON WEST RIGHT OF WAY LINE OF ESTES ROAD, SOUTH 01-09-51 EAST ALONG SAID WEST RIGHT OF WAY LINE 322.15 FEET, SOUTH 88-12-54 WEST 633.25 FEET TO POINT OF BEGINNING, BEING PART OF LOTS 9 & 10 *UNRECORDED PLAT SEE DEED FOR FULL PROPERTY DESCRIPTION ORB 5978 PG 2331.

WHEREAS, the property described above has a Land Use Designation of Suburban Residential (SR) and a Design District Designation of Suburban Neighborhood; and

WHEREAS, detached single family uses are permitted in the Suburban Residential (SR) land use designation; and

WHEREAS, the City Commission finds that approval of the requested waiver does not violate the general intent and purpose of the Land Development Regulations and does not jeopardize the public health, safety, and welfare; and

WHEREAS, the proposed preliminary subdivision plat as submitted is generally consistent with the City's Comprehensive Plan and Land Development Regulations

NOW, THEREFORE, BE IT RESOLVED BY THE EUSTIS CITY COMMISSION AS FOLLOWS:

SECTION 1. That the Lake Lincoln Lookout Preliminary Subdivision Plat for a 23-lot single-family residential subdivision located north of Bates Avenue/Lake Lincoln Lane, on the west side of Estes Road, attached hereto as Exhibit "A", is hereby approved with the following waiver to the Land Development Regulations:

Waiver to Section 110-4.2 to allow a House lot type with a minimum lot width of 42 feet.

SECTION 2. That the Preliminary Subdivision Plat shall be subject to the owner/developer complying with the following conditions:

- a) Submit the Final Plat and Final Engineering and Construction Plans complying with all requirements of the Land Development Regulations and Florida Statutes and the provisions of this resolution within one year of the approval of this resolution.
- b) Develop the property in accordance with the approved Preliminary Subdivision Plat as referenced in Section 1 and attached hereto as Exhibit "A".
- c) Obtain and provide copies of all applicable permits from other jurisdictional agencies.

DONE AND RESOLVED this 2nd day of March 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 _____ day of March 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 23-18 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



ESTES RESERVE PRELIMINARY PLAT PLANS CITY OF EUSTIS PROJECT NUMBER 2022-S-03

PROJECT TEAM

CIVIL ENGINEERING
GERMANA ENGINEERING AND ASSOCIATES, LLC.
CONTACT: CHRISTOPHER M. GERMANA, PE
1120 WEST MINNEOLA AVENUE
CLERMONT, FLORIDA 34711
(352) 242-9329

SURVEYING
BENCHMARK SURVEYING & MAPPING, LLC.
CONTACT: BILLY JOE JENKINS, PSM # 5205
POST OFFICE BOX 771065
KISSIMMEE, FLORIDA 34746
(407) 654-6183

OWNER/DEVELOPER
BURGLAND INVESTMENTS, LLC
CONTACT: FRANK BOMBEECK
1810 WEST KENNEDY BLDV, SUITE 232
TAMPA, FLORIDA 33606
(813) 321-1984

GEOTECHNICAL ENGINEERING
POINT FOUR ENGINEERING
CONTACT: MICHAEL D. SIMS, PE
193 WEST NEW YORK AVENUE
LAKE HELEN, FLORIDA 32744
(407) 260-9449

GENERAL NOTE

THE PLANS WERE PREPARED ACCORDING TO AVAILABLE INFORMATION BASED ON THE CONDITIONS AS THEY EXISTED AT THE TIME OF PLAN PREPARATION. THE CONDITIONS OF THE PROPERTY MAY HAVE CHANGED SINCE PROJECT DESIGN. THE CONTRACTOR SHALL VERIFY AND CONFIRM ALL EXISTING CONDITIONS AND SHALL CONTACT THE PROJECT ENGINEER IMMEDIATELY IF CONDITIONS HAVE CHANGED FROM WHEN THE PLANS WERE PREPARED.

ACCESSIBILITY NOTE

THE SITE SHALL COMPLY WITH THE FLORIDA BUILDING CODE (FBC) 2020 ACCESSIBILITY CODE.

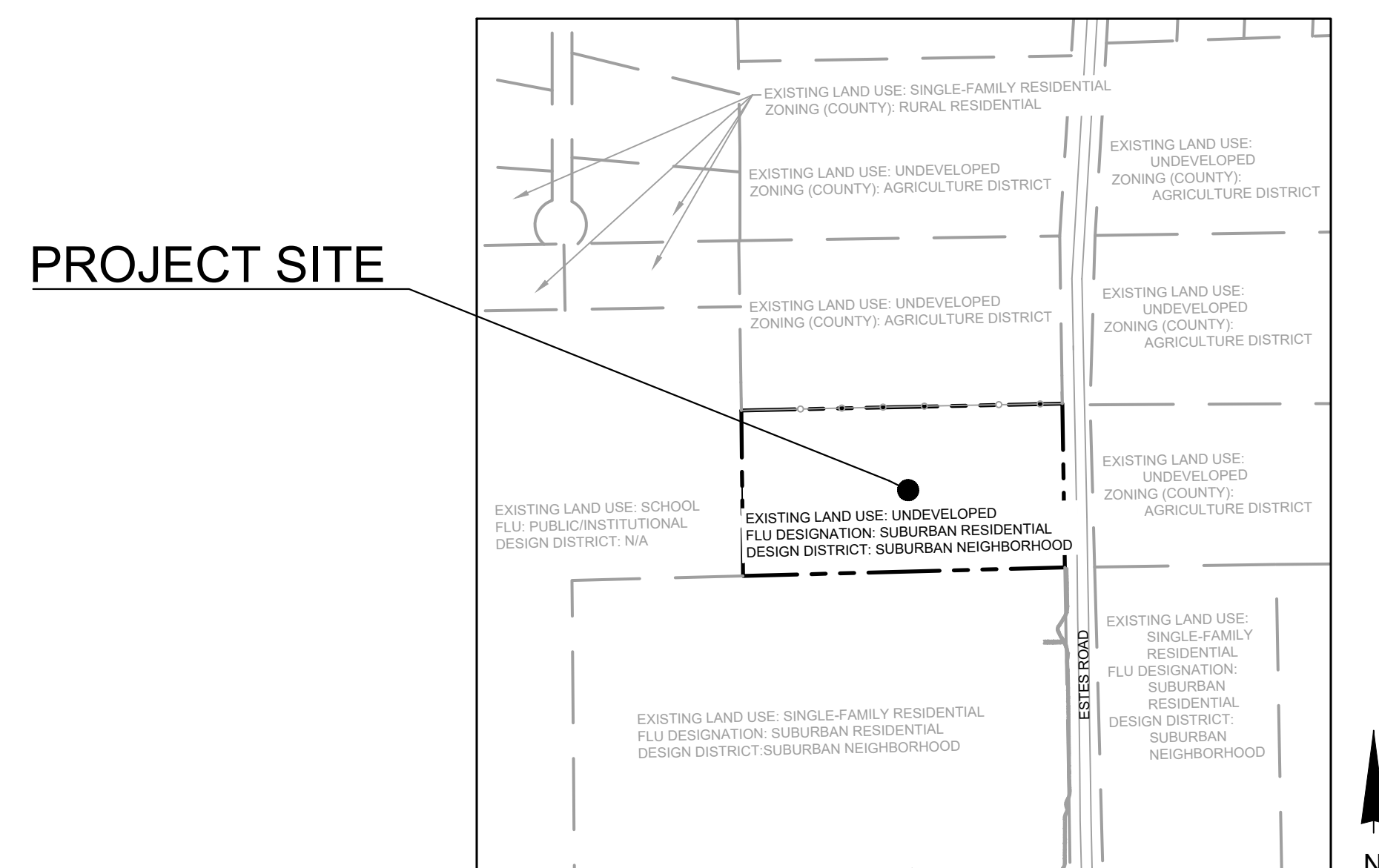
PROPERTY LEGAL DESCRIPTION (PER SURVEY)

PROPERTY DESCRIPTION PARCEL "D"

THAT PART OF LOTS 9 AND 10, OF R. C. TREMAIN'S SUBDIVISION, UNRECORDED, SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND RUN NORTH 00°36'44" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 25.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BATES AVENUE, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE NORTH 87°38'34" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BATES AVENUE, A DISTANCE OF 338.51 FEET; THENCE NORTH 00°43'28" WEST, 629.69 FEET; THENCE NORTH 88°12'54" EAST, 337.19 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING; RUN NORTH 00°50'17" WEST, 325.50 FEET; THENCE NORTH 88°30'58" EAST, 631.37 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ESTES ROAD, SAID RIGHT-OF-WAY BEING 66 FEET IN WIDTH; THENCE SOUTH 01°09'S1" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF ESTES ROAD 322.15 FEET; THENCE SOUTH 88°12'54" WEST, 633.25 FEET TO THE POINT OF BEGINNING.

VICINITY MAP



ESTES ROAD
EUSTIS, FLORIDA 32736
SECTION 05, TOWNSHIP 19 SOUTH, RANGE 27 EAST

WAIVERS REQUESTED

- WAIVER REQUESTED FOR LDR CHAPTER 110, SEC 4.2.
REQUESTING WAIVER FOR A MINIMUM LOT WIDTH OF 42'

SHEET LIST

- C1 COVER SHEET
- C2 CONSTRUCTION NOTES
- C3 EXISTING CONDITIONS PLAN
- C4 SUBDIVISION SITE PLAN
- C5 SUBDIVISION GRADING AND DRAINAGE PLAN
- C6 SUBDIVISION UTILITY PLAN
- C7 OFF-SITE UTILITY PLAN
- C8 STORMWATER POLLUTION PREVENTION PLAN
- C9 DARBY COURT PLAN AND PROFILE
- C10 SITE CROSS SECTIONS
- C11 DARBY COURT CROSS SECTIONS
- C12 CONSTRUCTION DETAILS
- C13 CITY OF EUSTIS CONSTRUCTION DETAILS

DATUM NOTE

ELEVATIONS SHOWN ON THE PLAN SET ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (PER SURVEY)

PERMIT NOTE

SEPERATE PERMITS ARE REQUIRED FOR THE FOLLOWING (IF APPLICABLE):

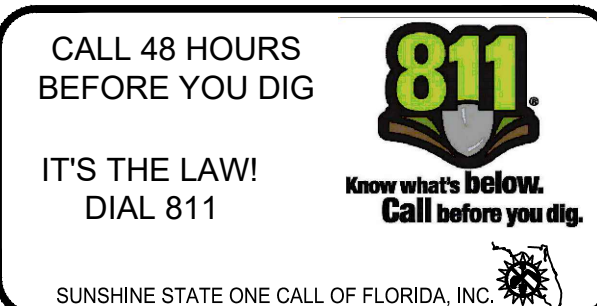
- CONSTRUCTION TRAILERS
- LIFT STATIONS
- RETAINING WALLS
- ACCESS GATES
- GENERATORS
- AWNINGS
- ETC.
- DUMPSTER ENCLOSURES
- SIGNS
- ENTRY WALL FEATURES
- SITE LIGHTING
- FENCES
- WALK-IN COOLERS

FIRE NOTE

SITE TO CONFORM TO FLORIDA FIRE PREVENTION CODE 7TH EDITION (2020)

SEPERATE PERMITS ARE REQUIRED FOR THE FOLLOWING (IF APPLICABLE):

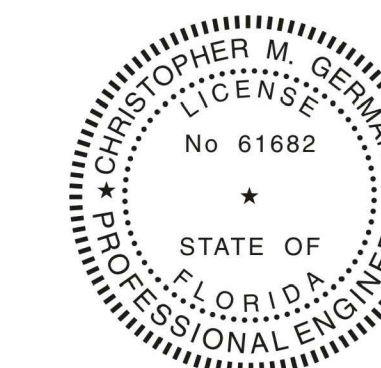
- FIRE SPRINKLERS
- FIRE ALARM MONITORING
- DUMPSTER ENCLOSURE
- FIRE ALARMS
- FIRE UNDERGROUND



ENGINEERING FIRM REGISTRY # 29279
1120 WEST MINNEOLA AVENUE
CLERMONT, FLORIDA 34711
PHONE: (352) 242-9329
WWW.GERMANAENGINEERING.COM

This item has been digitally signed and sealed by Christopher M. Germana, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed by Christopher M Germana
Date: 2023.02.08
17:09:07 -05'00'



CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279

EXISTING UTILITIES

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS TO THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANY AND THE CONTRACTOR SHALL COOPERATE WITH THEM DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED.

DRAINAGE SYSTEMS

THE CONTRACTOR SHALL PERFORM ALL WORK PERTAINING TO DRAINAGE INCLUDING EXCAVATION OF STORMWATER POND PRIOR TO THE COMMENCEMENT OF OTHER WORK INCLUDED IN THESE PLANS. THE DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE CONTRACTOR DURING THE COURSE OF THIS CONTRACT. THE CONTRACTOR SHALL INCLUDE FUNDS IN THE DRAINAGE COSTS OF THE CONTRACT TO OPERATE AND MAINTAIN THE DRAINAGE SYSTEMS DURING THE WORK PROCESS.

PERMITS AND PERMIT REQUIREMENTS

THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL REGULATORY AND LOCAL AGENCY PERMITS. THE CONTRACTOR SHALL BE EXPECTED TO REVIEW AND ABIDE BY ALL THE REQUIREMENTS AND LIMITATIONS SET FORTH IN THE PERMITS. A COPY OF THE PERMIT SHALL BE KEPT ON THE JOB AT ALL TIMES.

LAYOUT AND CONTROL

UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL PROVIDE FOR THE LAYOUT OF ALL THE WORK TO BE CONSTRUCTED. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

QUALITY CONTROL TESTING REQUIREMENTS

ALL TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE OWNER/OPERATOR'S SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. CONTRACTOR SHALL PROVIDE TESTING SERVICES THROUGH A FLORIDA LICENSED GEOTECHNICAL ENGINEERING FIRM ACCEPTABLE TO THE OWNER AND THE ENGINEER. CONTRACTOR TO SUBMIT TESTING FIRM TO OWNER FOR APPROVAL PRIOR TO COMMENCING TESTING.

SHOP DRAWINGS

SHOP DRAWINGS AND CERTIFICATIONS FOR ALL STORM DRAINAGE, WATER SYSTEM, SEWER SYSTEM, AND PAVING SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.

EARTHWORK

EARTHWORK QUANTITIES

THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES. THERE IS NO IMPLICATION THAT EARTHWORK BALANCES, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED, OR FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS.

EROSION CONTROL

EROSION AND SILTRATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A REGULAR BASIS AND ARE TO BE MAINTAINED OR REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED. REFER TO WATER MANAGEMENT DISTRICT PERMIT FOR ADDITIONAL REQUIREMENTS FOR EROSION CONTROL AND SURFACE DRAINAGE. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED WITH SOD WITHIN 7 DAYS OF COMPLETION OF CONSTRUCTION. SOD SHALL BE THE SAME VARIETY OF EXISTING SOD

LIMITS OF DISTURBANCE

AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. REPAIR OR RECONSTRUCTION OF DAMAGED AREAS ON SURROUNDING PROPERTIES SHALL BE PERFORMED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED. GRADING AND/OR CLEARING ON PROPERTIES OTHER THAN SHOWN ON THE APPROVED PLANS IS PROHIBITED.

TREE REMOVAL

THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER WHEN ALL WORK IS LAID OUT (SURVEY STAKED), SO THAT A DETERMINATION MAY BE MADE OF SPECIFIC TREES TO BE REMOVED. NO TREES ON THE CONSTRUCTION PLANS AS BEING SAVED SHALL BE REMOVED WITHOUT PERMISSION FROM THE OWNER AND ENGINEER.

CLEARING AND GRUBBING

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING FOR SITE CONSTRUCTION INCLUDING CLEARING FOR PAVING, UTILITIES, DRAINAGE FACILITIES AND BUILDING CONSTRUCTION. ALL AREAS TO BE CLEARED SHALL BE FIELD STAKED AND REVIEWED BY THE OWNER AND ENGINEER PRIOR TO ANY CONSTRUCTION.

MATERIAL STORAGE/DEBRIS REMOVAL

1. NO COMBUSTIBLE BUILDING MATERIALS MAY BE ACCUMULATED ON THE SITE AND NO CONSTRUCTION WORK INVOLVING COMBUSTIBLE MATERIALS MAY BEGIN UNTIL INSTALLATION OF ALL REQUIRED WATER MAINS AND FIRE HYDRANTS HAVE BEEN COMPLETED. DEP APPROVAL RECEIVED FOR THE WATER MAINS, AND THE HYDRANTS ARE IN OPERATION. CONSTRUCTION WORK INVOLVING NON-COMBUSTIBLE MATERIALS, SUCH AS CONCRETE, MASONRY AND STEEL MAY BEGIN PRIOR TO THE FIRE HYDRANTS BEING OPERATIONAL.

2. ALL MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT ON-SITE LOCATIONS AS SPECIFIED BY THE OWNER. MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USABLE (NON-ORGANIC) FILL STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE. ALL CLAY ENCOUNTERED SHALL BE EXCAVATED OUT AND REPLACED WITH CLEAN GRANULAR FILL MATERIALS.

FILL MATERIAL

ALL MATERIALS SHALL CONTAIN NO MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH OR OTHER MATERIAL THAT WILL NOT COMPACT INTO A SUITABLE AND ENDURING BACKFILL. FILL SHALL BE CLEAN, NON-ORGANIC, GRANULAR MATERIAL WITH NOT MORE THAN 10% PASSING THE NO. 200 SIEVE.

COMPACTION

FILL MATERIALS PLACED UNDER ROADWAYS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. ALL OTHER FILL AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL FOR THE AFFECTED WORK.

PAVEMENT AND/OR ROAD AND RIGHT-OF-WAY WORK

GENERAL DESIGN INTENT

ALL PAVING SURFACES IN INTERSECTIONS AND ADJACENT SECTIONS SHALL BE GRADED TO DRAIN POSITIVELY IN THE DIRECTION SHOWN BY THE FLOW ARROWS ON THE PLANS AND TO PROVIDE A SMOOTHLY TRANSITIONED DRIVING SURFACE FOR VEHICLES WITH NO SHARP BREAKS IN GRADE, AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES. APPROACHES TO INTERSECTIONS AND ENTRANCE AND EXIT GRADES TO INTERSECTIONS WILL HAVE TO BE STAKED IN THE FIELD AT DIFFERENT GRADES THAN THE CENTERLINE GRADES TO ACCOMPLISH THE PURPOSES OUTLINED. IN ADDITION, THE STANDARD CROWN WILL HAVE TO BE CHANGED IN ORDER TO DRAIN POSITIVELY IN THE AREA OF INTERSECTIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH THE ABOVE AND THE ENGINEER SHALL BE CONSULTED SO THAT HE MAY MAKE ANY AND ALL REQUIRED INTERPRETATIONS OF THE PLANS OR GIVE SUPPLEMENTARY INSTRUCTION TO ACCOMPLISH THE INTENT OF THE PLANS.

MATERIALS/CONSTRUCTION SPECIFICATIONS

MATERIALS AND CONSTRUCTION METHODS FOR THE ROADWAY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.

PAVEMENT SECTION REQUIREMENTS

CONSTRUCTION OF ROADWAY, SUBGRADE PREPARATION, AND PAVEMENT INSTALLATION SHALL CONFORM TO FDOT STANDARDS AND SOILS REPORT RECOMMENDATIONS UNLESS OTHERWISE NOTED IN THE CONSTRUCTION DOCUMENTS.

SIDEWALKS

SIDEWALKS ARE TO BE CONSTRUCTED IN THE AREA AS SHOWN ON THE CONSTRUCTION PLANS. SIDEWALK SHALL BE CONSTRUCTED OF 4 INCHES OF CONCRETE WITH A 28 DAY COMPRESSION STRENGTH OF 2500 PSI. JOINTS SHALL BE EITHER TOoled OR SAWCUT AT A DISTANCE OF 5' LENGTHS, HANDICAPPED RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS AND BE IN ACCORDANCE WITH STATE REGULATIONS FOR HANDICAP ACCESSIBILITY.

PAVEMENT MARKINGS/SIGNAGE

PAVEMENT MARKINGS AND SIGNAGE SHALL BE PROVIDED AS SHOWN ON THE CONSTRUCTION PLANS AND SHALL MEET THE REQUIREMENTS OF THE OWNER/OPERATOR. SIGNAGE SHALL BE IN CONFORMANCE WITH MUTCD (LATEST EDITION). A 48-HOUR PAVEMENT CURING TIME WILL BE PROVIDED PRIOR TO APPLICATION OF THE PAVEMENT MARKINGS. REFLECTIVE PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDEX NO. 17352.

TRAFFIC CONTROL

WHERE APPLICABLE A MOT PLAN SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK. A MINIMUM OF 2-WAY, ONE LANE TRAFFIC SHALL BE MAINTAINED IN THE WORK SITE AREA. ALL CONSTRUCTION WARNING SIGNAGE SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF CONSTRUCTION AND BE MAINTAINED THROUGHOUT CONSTRUCTION. ACCESS SHALL BE CONTINUOUSLY MAINTAINED FOR ALL PROPERTY OWNERS SURROUNDING THE WORK SITE AREA. LIGHTED WARNING DEVICES ARE TO BE OPERATIONAL PRIOR TO DUSK EACH NIGHT DURING CONSTRUCTION.

CURBING

CURBING SHALL BE CONSTRUCTED WHERE NOTED ON THE CONSTRUCTION PLANS. CONCRETE FOR CURBS SHALL BE DEPARTMENT OF TRANSPORTATION CLASS "1" CONCRETE WITH A 28 DAY COMPRESSION STRENGTH OF 2500 PSI. ALL CURBS SHALL HAVE SAW CUT CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 10'-0" ON CENTER. CONSTRUCTION OF CURBS SHALL BE IN CONFORMANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 520 AND DETAILS PROVIDED ON THE CONSTRUCTION PLANS.

R/W RESTORATION

ALL AREAS WITHIN THE RIGHT-OF-WAYS SHALL BE FINISH GRADED WITH A SMOOTH TRANSITION INTO EXISTING GROUND. ALL SWALES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING. ALL DISTURBED AREAS SHALL BE RAKED CLEAN OF ALL LIMEROCK AND ROCKS AND SODDED AFTER FINAL GRADING IN ACCORDANCE WITH THE CONSTRUCTION PLANS PRIOR TO FINAL INSPECTION. ALL GRASSING (SOD) SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL FINAL ACCEPTANCE BY THE OWNER/OPERATOR.

SITE ACCESS

ALL ACCESS TO THE JOB SITE FOR CONSTRUCTION AND RELATED ACTIVITIES SHALL BE BY EXISTING STREETS AND ROADS.

LANDSCAPING

PROVIDE MINIMUM 5' SEPARATION FROM UTILITIES AND TREES WITH INVASIVE ROOT SYSTEMS.

WATER PIPE MATERIALS

WATER SYSTEM SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER AND SHALL MEET CITY OF EUSTIS SPECIFICATIONS.

POLYVINYL CHLORIDE PLASTIC PIPE (PVC) 4" THROUGH 12" SHALL BE MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C900 (LATEST EDITION) AND SHALL HAVE A MINIMUM WORKING PRESSURE OF 150 PSI AND A DR (DIMENSION RATIO) OF 18. ALL PVC PIPE SHALL BEAR THE NSF LOGO FOR POTABLE WATER. JOINTS SHALL BE OF THE PUSH-ON TYPE AND COUPLINGS CONFORMING TO ASTM D3139, DR18 PIPE.

DUCTILE IRON PIPE (DIP) SHALL BE STANDARD PRESSURE CLASS 350 IN SIZES 4" THROUGH 12" AND CONFORM TO ANSI/AWWA C150/A21.50 (LATEST EDITION). ALL DUCTILE IRON PIPE SHALL HAVE A STANDARD THICKNESS OF CEMENT MORTAR LINING AS SPECIFIED IN ANSI/AWWA C104/A21.4 (LATEST EDITION), PIPE JOINTS SHALL BE OF THE PUSH-ON RUBBER GASKET TYPE CONFORMING TO ANSI/AWWA C111/A21.11 (LATEST EDITION).

PIPE DETECTOR WITH LOCATOR WIRE SHALL BE INSTALLED ON ALL WATER MAINS PER DETAIL. PIPE SIZES GREATER THAN 12" SHALL BE SEPARATELY SPECIFIED ON THE PLANS; WITH THICKNESS CLASSES TO BE SHOWN BASED ON WORKING PRESSURES, PIPE DEPTH AND TRENCH CONDITIONS. FITTINGS FOR DUCTILE IRON PIPE AND PVC C-900 PIPE SHALL BE DUCTILE IRON AND SHALL CONFORM TO ANSI/AWWA C153/A21.10 (LATEST EDITION) AND SHALL BE CEMENT LINED IN CONFORMANCE WITH ANSI/AWWA C104/A21.4 (LATEST EDITION).

POLYETHYLENE WRAP USED FOR CORROSION PREVENTION ON DUCTILE IRON PIPE SHALL CONFORM TO THE REQUIREMENTS OF ANSI/ASTM D1248. THE MINIMUM NOMINAL THICKNESS SHALL BE 0.008 IN. (8 MILS). INSTALLATION OF POLY WRAP SHALL BE IN ACCORDANCE WITH AWWA C105. TRANSMISSION MAIN SHALL BE DIP RATED FOR 250 PSI.

VALVES

GATE VALVES SHALL BE RESILIENT SEAT AND SHALL CONFORM TO ANSI/AWWA C509.87 WITH WRENCH NUT, EXTENSION STEMS AND OTHER APPURTENANCES AS REQUIRED. MANUFACTURER'S CERTIFICATION OF THE VALVES COMPLIANCE WITH AWWA SPECIFICATION C509 AND TESTS LISTED THEREIN WILL BE REQUIRED. VALVES SHALL BE CLOW, DRESSER, KENNEDY, AMERICAN.

AIR RELEASE VALVES

AIR RELEASE VALVES SHALL BE PLACED AT HIGH POINTS OF THE TRANSMISSION MAIN TO PERMIT ESCAPE OF TRAPPED AIR. THE VALVE SIZE, LOCATION AND METHOD OF INSTALLATION SHALL BE INDICATED ON THE DRAWINGS, OR AS DIRECTED BY THE ENGINEER. AIR RELEASE VALVES SHALL BE CRISP N PRESSURE AIR VALVE TYPE.

WATER SERVICES

UNLESS OTHERWISE NOTED IN THE PLANS, THE UTILITY COMPANY SHALL PROVIDE AND INSTALL WATER METERS. CONTRACTOR SHALL CONSTRUCT WATER SERVICE THROUGH THE CURB STOP AND SET METER BOXES TO FINISHED GRADE AS SHOWN ON THE WATER SYSTEM DETAIL SHEET.

POLYETHYLENE (PE) PRESSURE PIPE FOR WATER SERVICES 1/2" THROUGH 3" SHALL CONFORM TO AWWA C901.88, MIN. 200 PSI. AND SHALL BE PHILLIPS DRISCO CTS 5100 (DR-9) ASTM D-2737, 200 PSI. ALL SERVICES SHALL INCLUDE THE FOLLOWING: LOCKING CURB STOPS, WYE BRANCHES, UNIONS AS REQUIRED, PE SERVICE PIPE AND CORPORATION STOPS. THE SERVICE SHALL BE COMPLETE THROUGH THE CURB STOP AS SHOWN ON THE DETAIL SHEET, AND SHALL BE OF THE TYPE REQUIRED FOR COMPATIBILITY WITH THE SERVICE LINES SPECIFIED, AND FITTINGS SHALL BE MANUFACTURED BY FORD.

WHERE APPLICABLE - UNLESS OTHERWISE NOTED IN PLANS, UTILITY COMPANY SHALL PROVIDE AND INSTALL IRRIGATION METERS. WHERE RECLAIM SERVICE IS NOT PROVIDED, CONTRACTOR SHALL CONSTRUCT IRRIGATION SERVICE THROUGH THE CURB STOP AND SET NEW BOXES TO FINISHED GRADE AS SHOWN ON THE WATER SYSTEM DETAIL SHEET.

PIPE INSTALLATION

PIPE INSTALLATION OF PVC WATER MAIN SHALL BE IN CONFORMANCE WITH ASTM D2774 (LATEST EDITION). INSTALLATION OF DUCTILE IRON PIPE WATER MAIN SHALL BE IN CONFORMANCE WITH AWWA C600.87.

COMPACTED BACKFILL SHALL BE TO 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 UNDER ALL PAVEMENTS WITH 12" MAXIMUM LIFT THICKNESS. OTHER COMPACTION OF BACKFILL SHALL BE TO 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 WITH 12" MAXIMUM LIFT THICKNESS. SEE PIPE TRENCHING DETAILS.

MINIMUM COVER OVER ALL PIPE SHALL BE 36" FROM TOP OF PIPE TO FINISHED GRADE. SEE PLAN AND PROFILE SHEETS FOR REQUIRED DEPTH.

WATER MAINS ARE TO BE INSTALLED SO AS TO PROVIDE A MINIMUM VERTICAL CLEARANCE OF 18" OR A MINIMUM HORIZONTAL CLEARANCE OF 10' FROM ALL OTHER UTILITIES. IF THE MINIMUM CLEARANCE CAN NOT BE ACHIEVED, THEN DUCTILE IRON WATER MAIN SHALL BE SPECIFIED 10 FEET EITHER SIDE OF THE CROSSING. HORIZONTAL AND VERTICAL MINIMUM SEPARATION DISTANCE REQUIREMENTS BETWEEN WATER MAIN AND ALL OTHER UTILITIES SHALL COMPLY WITH 62-555.314 (1), (2), (3) AND (4), FAC.

ALL WATER MAINS SHALL BE INSTALLED WITH CONCRETE THRUST BLOCKS.

ALL PLUGS, CAPS, TEES, BENDS, FIRE HYDRANTS, VALVES, ETC. SHALL BE MECHANICAL JOINT FITTINGS.

DATE									
REVISIONS									
NO.									

CONSTRUCTION NOTES

ESTES RESERVE SUBDIVISION

GERMANA ENGINEERING AND ASSOCIATES, LLC
 1120 WEST MINNEOLA AVENUE
 CLEMATON, FL 34711
 WWW.GERMANENGINEERING.COM
 (352) 242-9929
 ENGINEERING FIRM REGISTRY # 29279
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SCALE: NTS

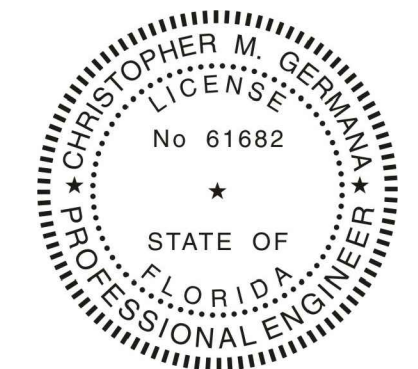
DATE: 12-13-2022

SHEET

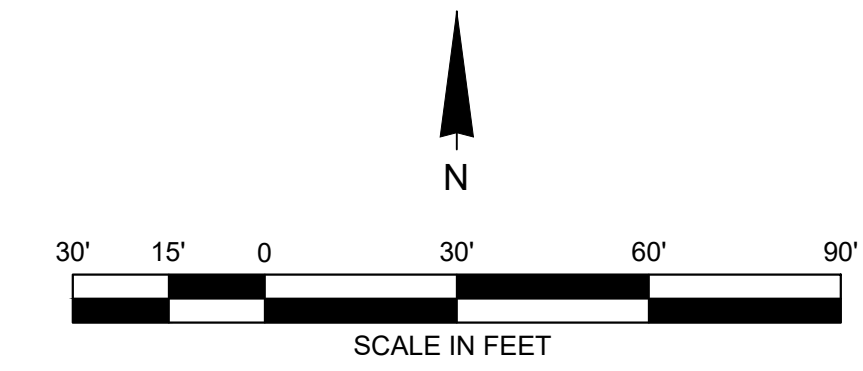
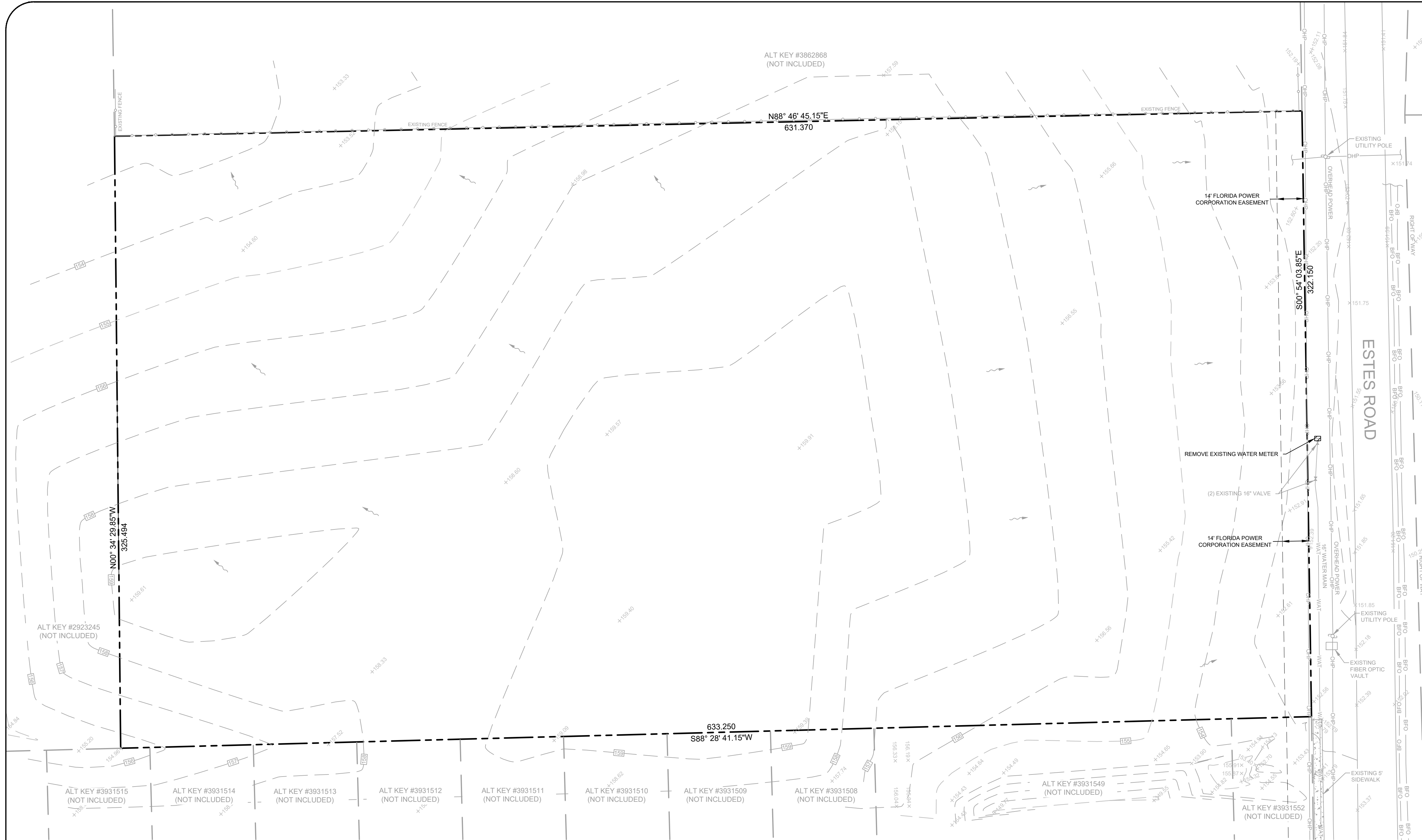
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This sheet has been digitally signed and sealed by Christopher M. Germana. To view the digital signature and seal, please click on the signature and seal icon in the bottom right corner.

Digitally signed by Christopher M Germana
 Date: 2023.02.08 17:12:50 -05'00'



CHRISTOPHER M. GERMANA, P.E.
 FLORIDA PROFESSIONAL ENGINEER # 61682
 ENGINEERING FIRM REGISTRY # 29279



- NOTES**
1. TREE REMOVAL ON THE SITE SHALL BE UNDER A SEPARATE PERMIT (BY OTHERS)
 2. BOUNDARY AND RIGHT-OF-WAY INFO SHOWN ON THIS SHEET AND ENTIRE PLAN SET WAS PROVIDED BY BENCHMARK SURVEYING & MAPPING, LLC. ISSUED DATE OF JUNE 10, 2022.

****CAUTION****
 EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE LOCATED WITHIN THE PROJECT AREA. THE LOCATION OF THE EXISTING UTILITIES SHOWN IN THESE PLANS IS FOR REFERENCE INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

- LEGEND**
- PROPERTY LINE
 - EXTERIOR PARCEL LINE
 - EASEMENT LINE
 - 150- EXISTING CONTOUR
 - EXISTING CONCRETE
 - EXISTING FLOW ARROW
 - WAT EXISTING WATER MAIN
 - OHP EXISTING OVERHEAD POWER
 - BFO EXISTING BURIED FIBER OPTIC CABLE

No.	REVISIONS	DATE
1.	UPDATED LOT LAYOUT	12-13-2022
2.	UPDATED PER CITY COMMENTS	02-08-2023

**EXISTING CONDITIONS
PLAN**

**ESTES RESERVE
SUBDIVISION**

**GERMANA ENGINEERING
AND ASSOCIATES, LLC**
 1120 WEST MINNEOLA AVENUE
 CLEFMENT, FL 34711
 (352) 242-9929
 WWW.GERMANAENGINEERING.COM
 BROWARD COUNTY REGISTRATION NO. 12479
 COPYRIGHT © 2022

SCALE: 1" = 30'

DATE: 12-13-2022

SHEET
C3

This item has been digitally signed and sealed by Christopher M. Germana. It can be date stamped to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Digitally signed
 by Christopher
 M Germana
 Date: 2023.02.08
 17:13:28 -05'00'

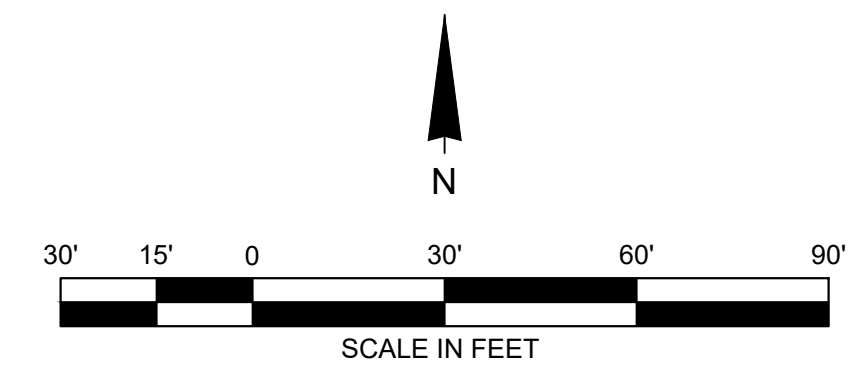
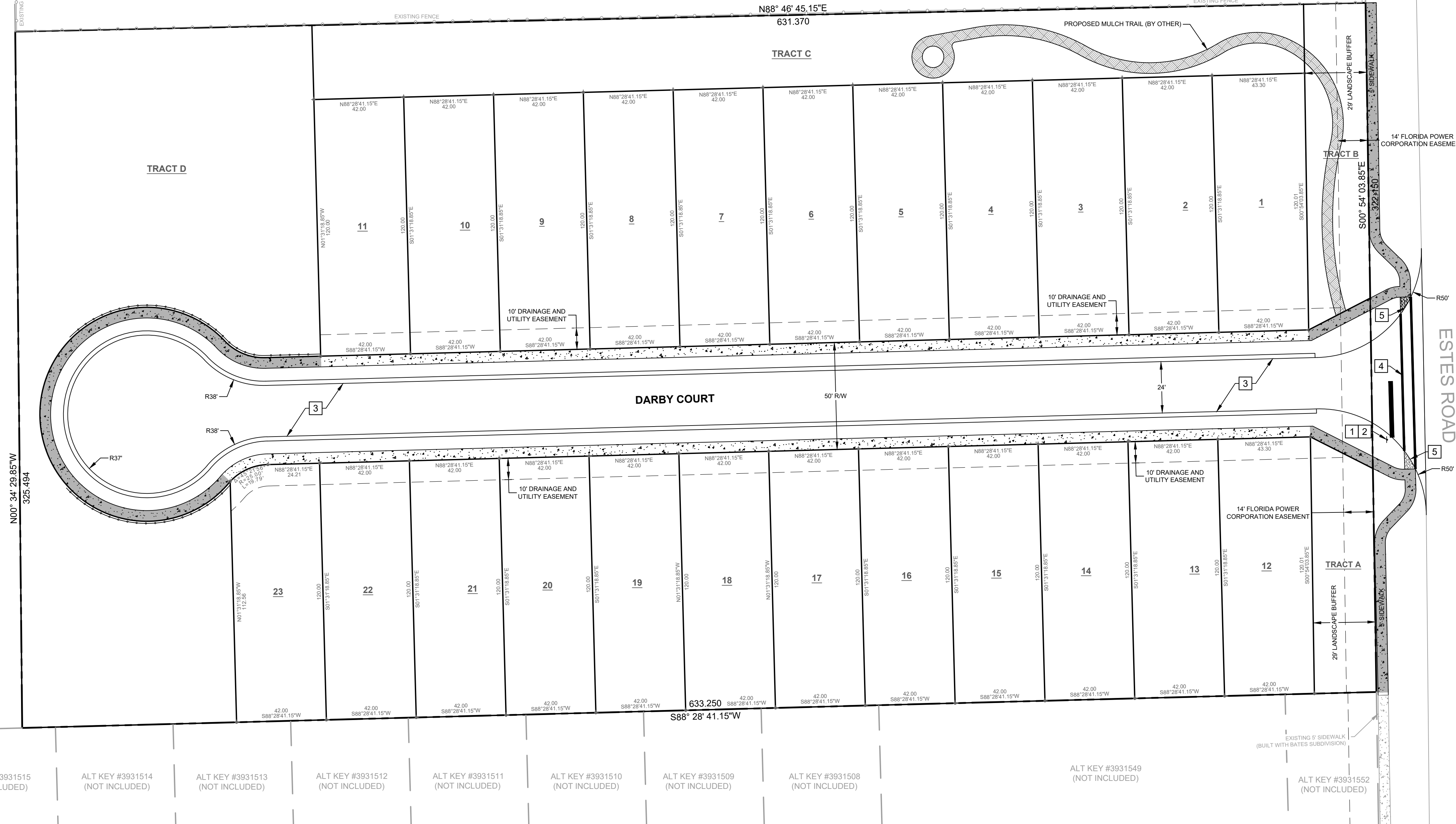


CHRISTOPHER M. GERMANA, P.E.
 FLORIDA PROFESSIONAL ENGINEER # 61682
 ENGINEERING FIRM REGISTRY # 29279

EUSTIS, FLORIDA

PROJECT # GE0162021

ALT KEY #3862868
(NOT INCLUDED)



SUBDIVISION SITE DATA

- SITE AREA** = 4.70 AC / 204,742 SF
- SITE LOCATION**
ESTES ROAD
EUSTIS, FLORIDA 32736
SECTION 05, TOWNSHIP 19 SOUTH, RANGE 27 EAST
TAX PARCEL #3862867
DESIGN DISTRICT: SUBURBAN NEIGHBORHOOD
FUTURE LAND USE: SUBURBAN RESIDENTIAL
- SITE REQUIREMENTS (PER LAND USE)**
DENSITY: 5 DU/AC MAX
BLDG HEIGHT: 1-STORY / 35' MAX
OPEN SPACE (LDR SEC. 109-3.): 25% MIN. (1.18 AC)
ISR (LDR SEC. 109-3.): 40% MAX.
MIN. PARK SIZE: 1/4 ACRE (<25 LOTS)
(ESTES) STREET LANDSCAPE BUFFER: 29'
STREET SETBACK: 25'
COMMON LOT SETBACK: 5'
REAR LOT SETBACK: 10'
- SUBDIVISION DATA**
NUMBER OF LOTS: 23
CLASSIFICATION: SINGLE FAMILY RESIDENTIAL
DENSITY: 4.89 DU/ACRE
TYPICAL LOT SIZE: 42' X 120' (5,040 SF)
SCHOOL AGE POPULATION: 65 X 23 = 15 CHILDREN
WETLANDS: NONE ON SITE
FLOOD ZONES: NONE ON SITE
ROAD TYPE: RESIDENTIAL STREET
PROPOSED LOT TYPE: HOUSE LOT
PARK TYPE: GREENWAY (0.36 AC)
- UTILITY DATA**
WATER: CITY OF EUSTIS
SEWER: CITY OF EUSTIS
ELECTRICITY: SECO ENERGY
TELEPHONE: CENTURY LINK
- IMPERVIOUS DATA**
LOTS = 1.26 AC (2,386 SF/LOT)
ROADWAY = 0.46 AC
SIDEWALK = 0.16 AC
ON-SITE IMPERVIOUS = 1.88 AC / 40.00%
PERVIOUS AREA = 2.82 AC / 60.00%

DATE	REVISIONS
12-13-2022	1. UPDATED LOT LAYOUT
02-08-2023	2. UPDATED PER CITY COMMENTS

SUBDIVISION SITE PLAN

ESTES RESERVE SUBDIVISION

PROJECT # GE0152021

EUSTIS, FLORIDA

GERMANA ENGINEERING AND ASSOCIATES, LLC
1120 WEST MINNEOLA AVENUE
CLEFMENT, FL 34711
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SCALE: 1" = 30'

DATE: 12-13-2022

SHEET
C4

NOTES

- THE SITE CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILE WILL BE PROVIDED TO AID IN THE SITE CONSTRUCTION STAKEOUT. ANY DISCREPANCIES FOUND BETWEEN THE AUTOCAD FILES SHALL BE BROUGHT TO THE ENGINEERS ATTENTION FOR CLARIFICATION PRIOR TO THAT STAKEOUT.
- PROJECT SITE SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FBC) 2020 EDITION
- UTILITY EASEMENTS TO BE DEDICATED TO THE CITY OF EUSTIS.
- DRAINAGE UTILITIES TO BE DEDICATED TO THE HOME OWNERS ASSOCIATION.
- THE HOME OWNERS ASSOCIATION SHALL MAINTAIN ALL COMMON AREAS, FENCES, AND RETENTION AREAS.
- ALL SIDEWALKS CONSTRUCTED THROUGHOUT THE ENTIRE SITE SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE CITY OF EUSTIS LAND DEVELOPMENT REGULATIONS AND SPECIFICATIONS.
- POND TRACT SHALL BE DEDICATED TO THE HOME OWNERS ASSOCIATION.
- WALLS, FENCES, AND SIGNS SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- BOUNDARY AND RIGHT-OF-WAY INFO SHOWN ON THIS SHEET AND ENTIRE PLAN SET WAS PROVIDED BY BENCHMARK SURVEYING & MAPPING, LLC. ISSUED DATE OF JUNE 10, 2022
- ALL HOUSES SHALL HAVE GARAGES IN ACCORDANCE TO EUSTIS LAND DEVELOPMENT REGULATIONS SEC. 110-5.8 - GARAGES.
- ALL DRIVEWAYS SHALL CONFORM TO CITY OF EUSTIS REQUIREMENTS AND DESIGN STANDARDS.

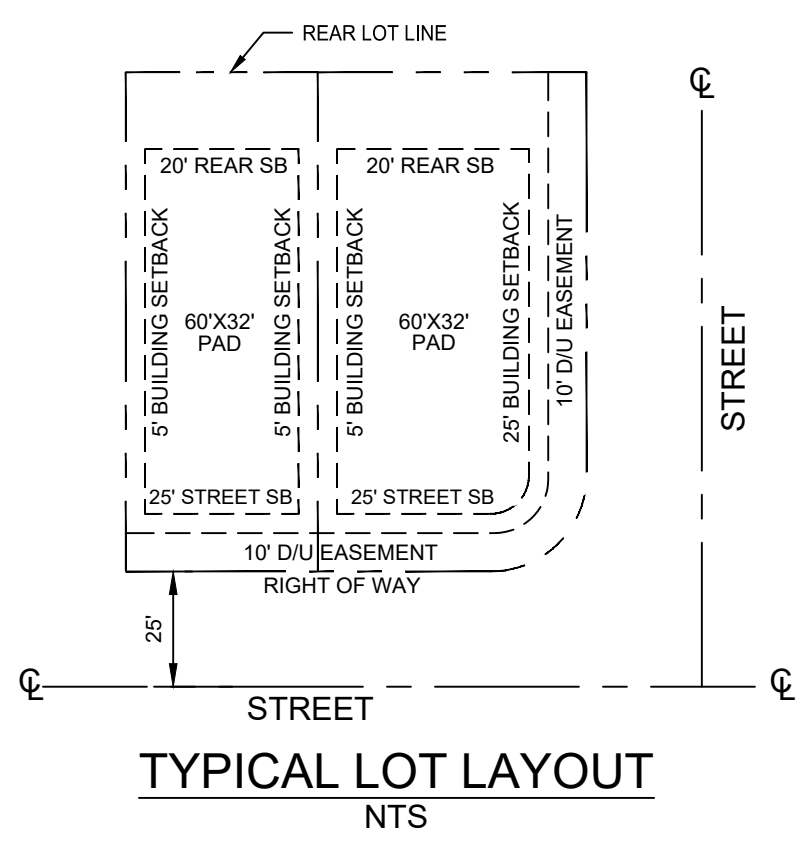
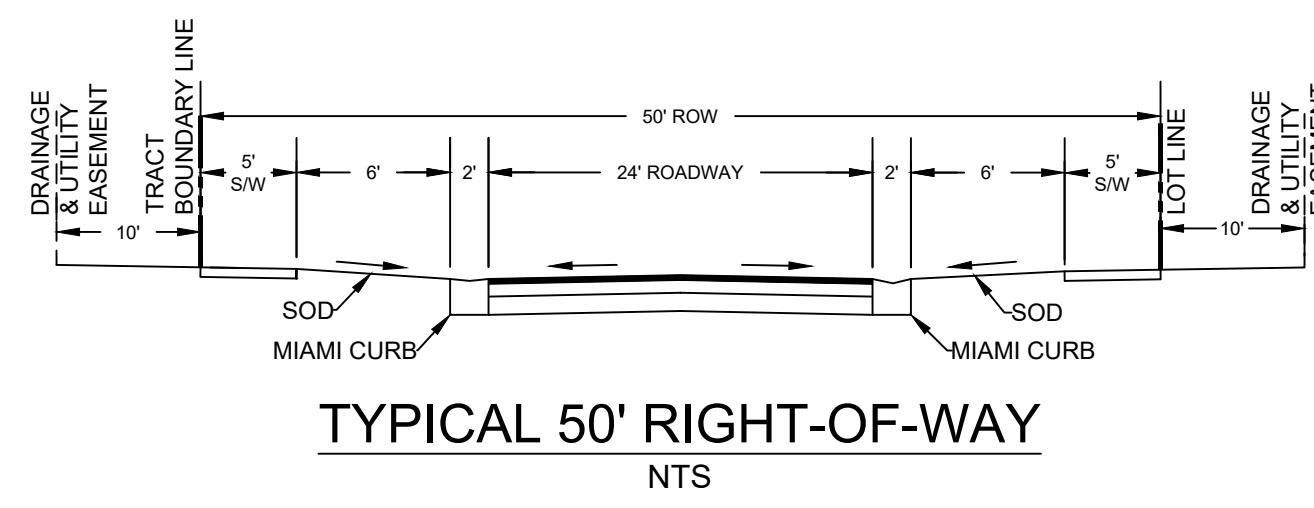
LEGEND

- PROPERTY LINE
- EXTERIOR PARCEL LINE
- EASEMENT LINE
- EXISTING FENCE
- PROPOSED GUARDRAIL
- PROPOSED CONCRETE
- PROPOSED CONCRETE TO BE CONSTRUCTED WITH THIS PROJECT (TYPICAL, SEE SHEET C12 FOR DETAILS)
- PROPOSED MULCH TRAIL (BY OTHERS)

KEY LEGEND

- 24" WHITE PAINTED STOP BAR
- 30" STOP SIGN (R1-1) AND STREET SIGN
- 2' MIAMI CURB (TYPICAL)
- 12" WHITE PAINTED CROSSWALK
- DETECTABLE WARNING MAT IN BRICK RED

TRACT	USE	OWNERSHIP	ACREAGE	% OVERALL	OPEN SPACE
N/A	SINGLE FAMILY LOTS	-	2.66 AC	56.68%	0.00 AC
N/A	RIGHT-OF-WAY	CITY OF EUSTIS	0.79 AC	16.88%	0.00 AC
TRACT A	LANDSCAPE BUFFER	H.O.A.	0.07 AC	1.59%	0.07 AC
TRACT B	LANDSCAPE BUFFER	H.O.A.	0.10 AC	2.06%	0.10 AC
TRACT C	GREENWAY	H.O.A.	0.36 AC	7.58%	0.36 AC
TRACT D	STORMWATER	H.O.A.	0.72 AC	15.21%	0.72 AC
TOTAL			4.70 AC	100.00%	1.25 AC

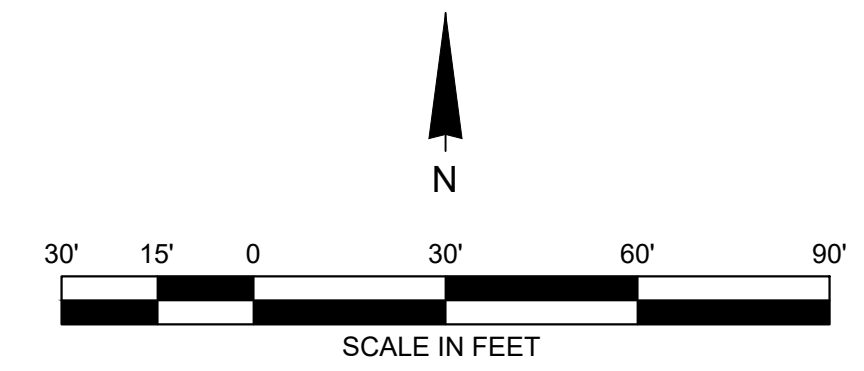
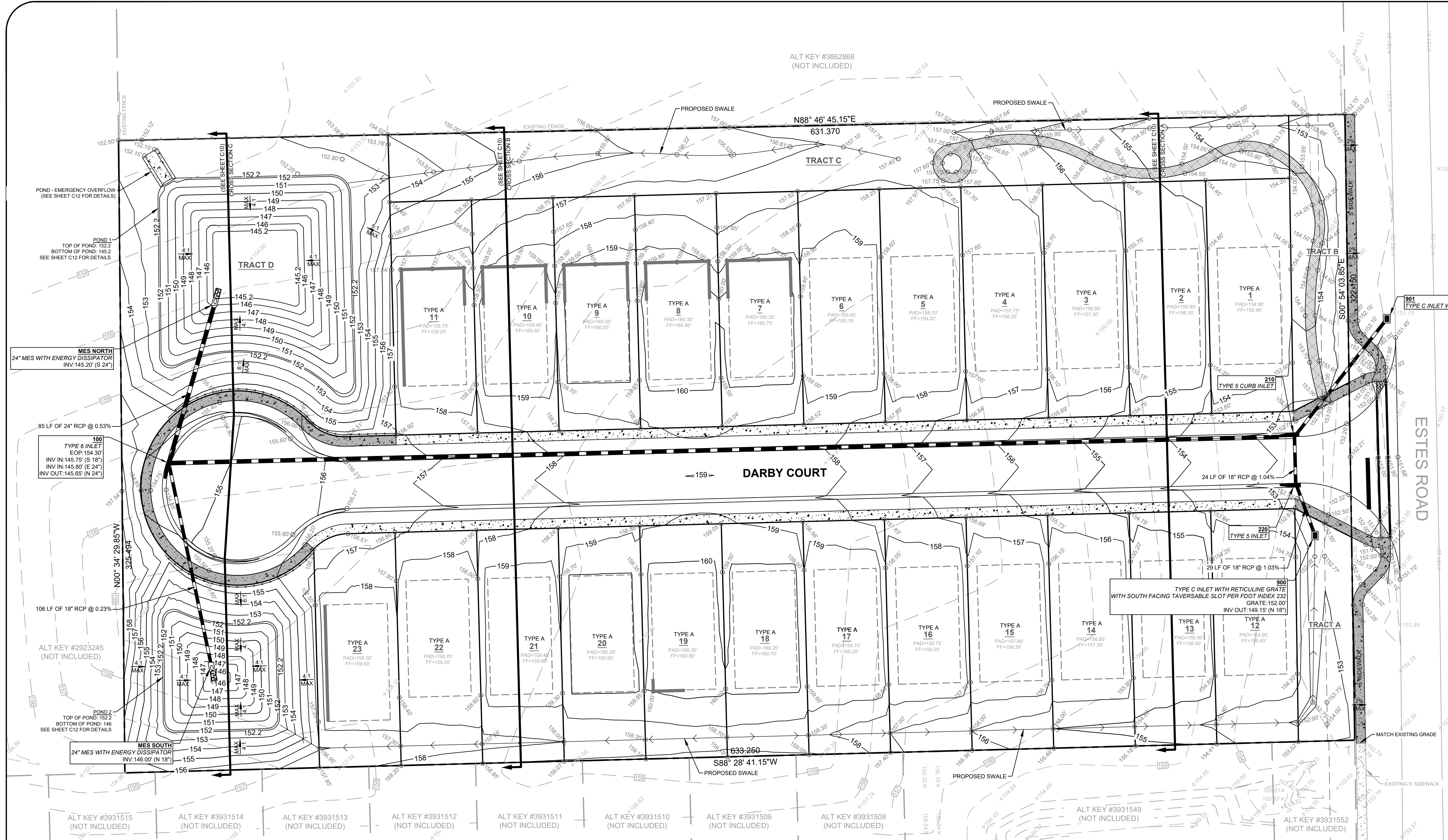


This form has been digitally signed and sealed by Christopher M. Germana, P.E. on 12/13/2022 at 17:14:01. Proper notice of this execution and the associated legal and ethical obligations shall be verified on any electronic copies.

Digitally signed by Christopher M Germana
Date: 2023.02.08 17:14:01 -05'00'

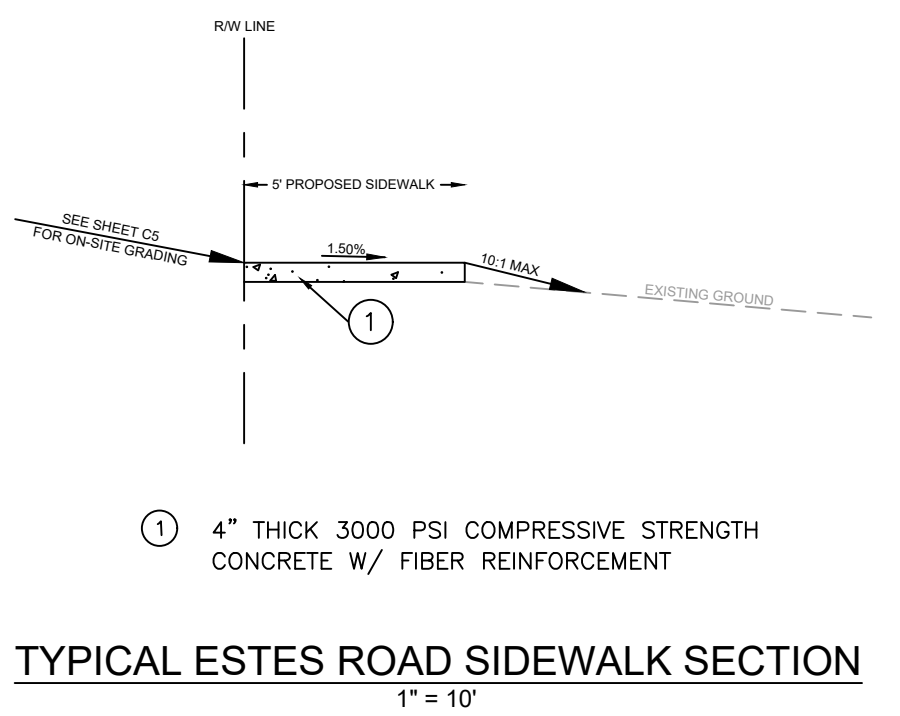
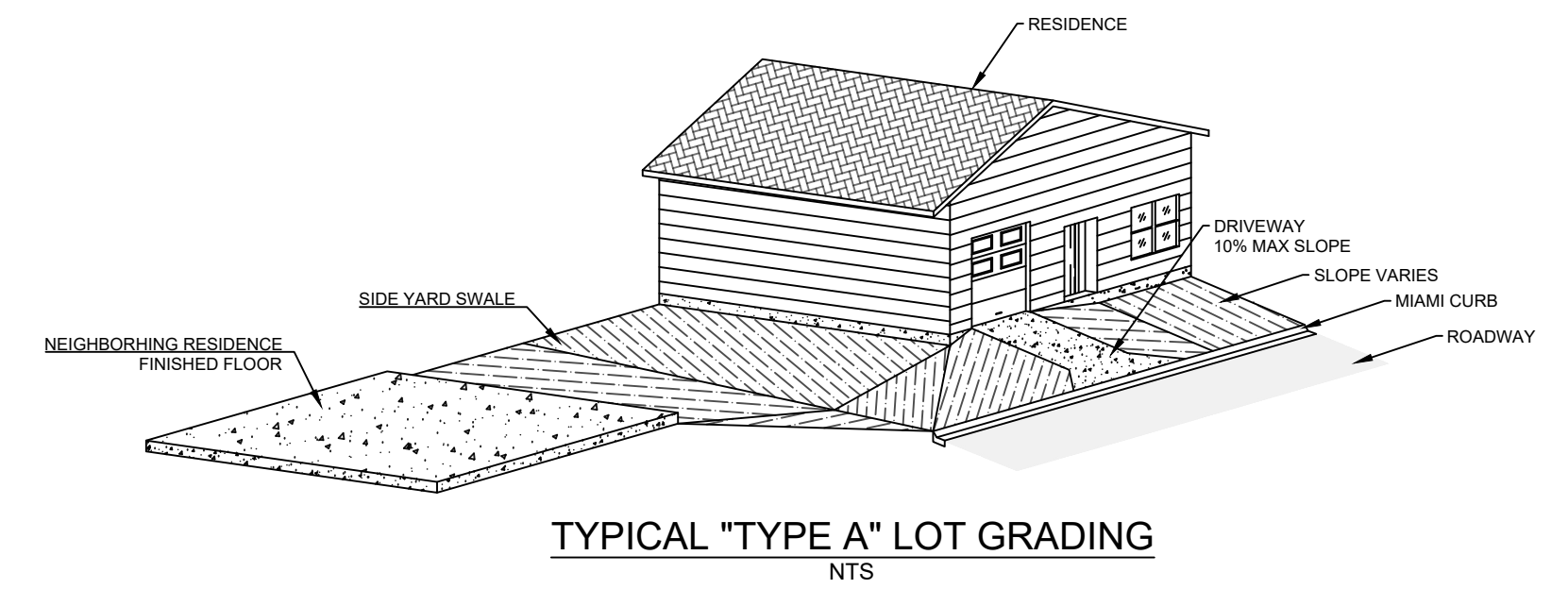


CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279



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- LEGEND**
- PROPOSED 45' X 75' BUILDING PAD
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - SWALE FLOW LINE
 - PROPOSED SPOT ELEVATION
 - PROPOSED STORMWATER PIPE
 - PROPERTY LINE
 - EXTERIOR PARCEL LINE
 - PROPOSED CONCRETE TO BE CONSTRUCTED WITH LOTS (TYPICAL)
 - STEM WALL ANTICIPATED (DESIGNED BY OTHERS)
 - PROPOSED GUARDRAIL



NO.	REVISIONS	DATE
1.	UPDATED LOT LAYOUT	12-13-2022
2.	UPDATED PER CITY COMMENTS	02-06-2023

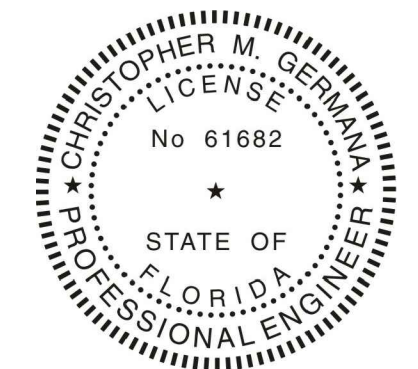
SUBDIVISION GRADING AND DRAINAGE PLAN

ESTES RESERVE SUBDIVISION

GERMANA ENGINEERING AND ASSOCIATES, LLC
 1120 WEST MINNEOLA AVENUE
 CLEMMENT, FL 34711
 (352) 242-9929
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 ENGINEERING FIRM REGISTRY # 29279
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SCALE: 1" = 30'
 DATE: 12-13-2022
 SHEET: **C5**

Digitally signed by Christopher M Germana
 Date: 2023.02.08 17:14:31 -05'00'



This item has been digitally signed and sealed by Christopher M. Germana, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

CHRISTOPHER M. GERMANA, P.E.
 FLORIDA PROFESSIONAL ENGINEER # 61682
 ENGINEERING FIRM REGISTRY # 29279

ALT KEY #3862868
(NOT INCLUDED)

N88° 46' 45.15"E
631.370

TRACT C

TRACT D

11

10

9

8

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6

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1

DARBY COURT

23

22

21

20

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18

17

16

15

14

13

12

TRACT A

S88° 28' 41.15"W
633.250

ALT KEY #3931552
(NOT INCLUDED)

ALT KEY #3931515
(NOT INCLUDED)

ALT KEY #3931514
(NOT INCLUDED)

ALT KEY #3931513
(NOT INCLUDED)

ALT KEY #3931512
(NOT INCLUDED)

ALT KEY #3931511
(NOT INCLUDED)

ALT KEY #3931510
(NOT INCLUDED)

ALT KEY #3931509
(NOT INCLUDED)

ALT KEY #3931508
(NOT INCLUDED)

ALT KEY #3931549
(NOT INCLUDED)

LEGEND

- RW— EXISTING RECLAIMED WATER MAIN
- RW— PROPOSED RECLAIMED WATER MAIN
- WAT— EXISTING WATER MAIN
- WAT— PROPOSED WATER MAIN
- OHP— EXISTING OVERHEAD POWER
- BFO— EXISTING BURIED FIBER OPTIC CABLE
- SAN— EXISTING SANITARY LINE
- SAN— PROPOSED SANITARY LINE
- WAT— PROPOSED SANITARY SERVICE (TYPICAL)
- EX— EXTERIOR PARCEL LINE
- CON— EXISTING CONCRETE
- CON— PROPOSED CONCRETE
- PL— PROPERTY LINE
- GR— PROPOSED GUARDRAIL
- FHA— PROPOSED FIRE HYDRANT ASSEMBLY

CAUTION

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NOTES

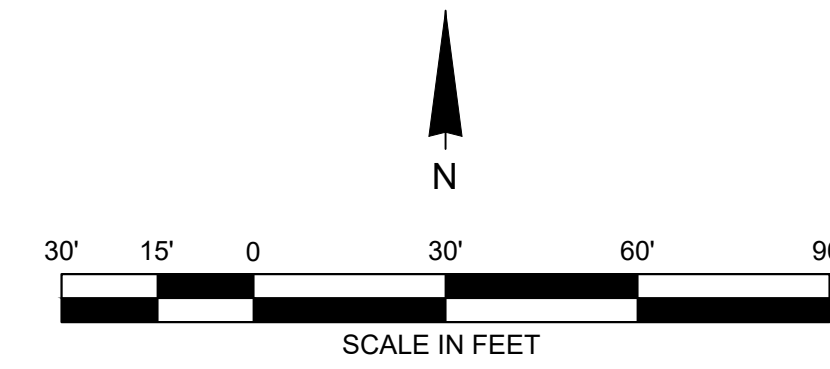
- ALL ON-SITE UTILITIES TO BE PRIVATELY OWNED AND MAINTAINED.
- EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. DAMAGE TO EXISTING UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED AT THE CONTRACTOR'S OWN EXPENSE.
- ALL UTILITY CONSTRUCTION TO CONFORM TO THE CITY OF EUSTIS' CONSTRUCTION AND ENGINEERING DESIGN STANDARDS.
- THE MINIMUM FIRE FLOW AND FLOW DURATION REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS HAVING A FIRE FLOW AREA THAT DOES NOT EXCEED 5000FT² SHALL BE 1000 GPM FOR 1 HOUR. (NFPA 18.4.5.1.1)
- NEWLY INSTALLED FIRE HYDRANTS MUST BE FLOW TESTED AND SHALL BE WITNESSED (FEE APPLIES) BY LAKE COUNTY FIRE INSPECTOR PRIOR TO APPROVAL OF FINAL PLAT AND ANY BUILDING PERMITS.
- FIRE PROTECTION WATER SUPPLY WILL BE AVAILABLE PRIOR TO AND DURING CONSTRUCTION.
- BOUNDARY AND RIGHT-OF-WAY INFO SHOWN ON THIS SHEET AND ENTIRE PLAN SET WAS PROVIDED BY BENCHMARK SURVEYING & MAPPING, LLC ISSUED DATE OF JUNE 10, 2022

MATCHLINE
SEE SHEET C7

ALT KEY #3931518
(NOT INCLUDED)

ALT KEY #3931519
(NOT INCLUDED)

ALT KEY #3931520
(NOT INCLUDED)



SUBDIVISION
UTILITY PLAN

ESTES RESERVE
SUBDIVISION

GERMANA ENGINEERING
AND ASSOCIATES, LLC
1120 WEST MINNEOLA AVENUE
CLEMMENT, FL 34711
(352) 242-9929
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DATE: 12-13-2022

SHEET
C6

No.	REVISIONS	DATE
1.	UPDATED LOT LAYOUT	12-13-2022
2.	UPDATED PER CITY COMMENTS	02-08-2023

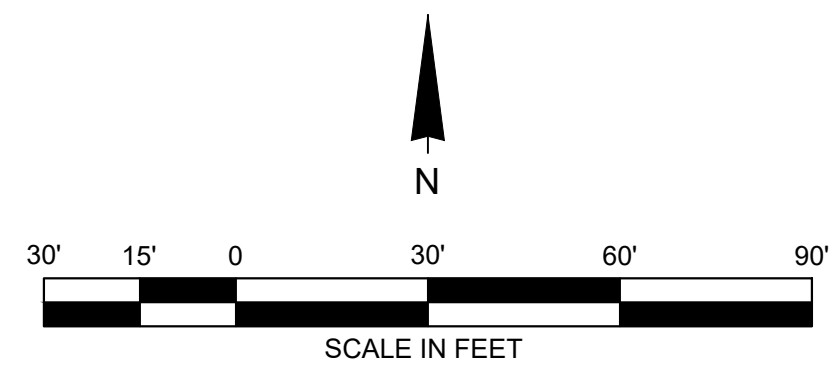
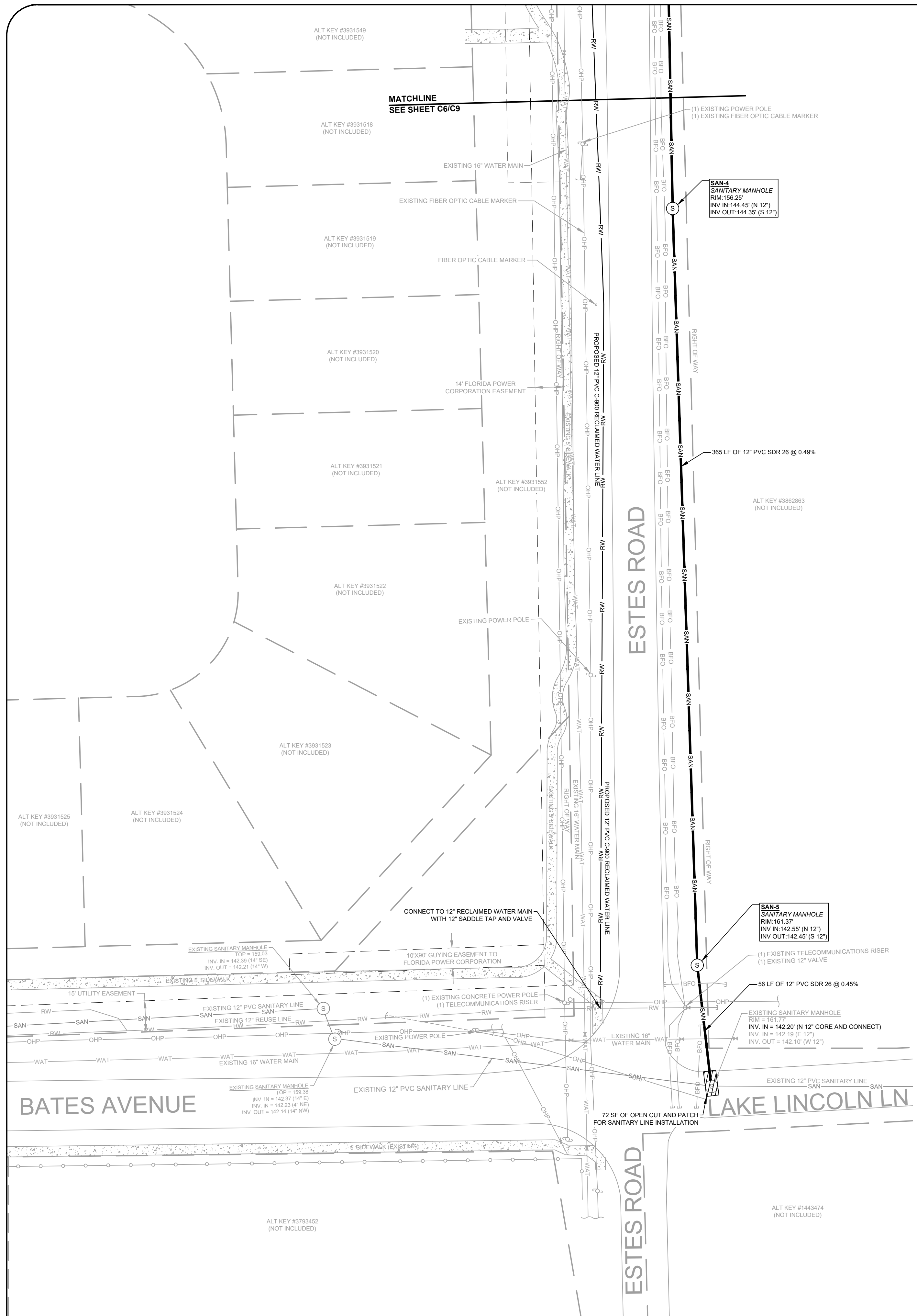
PROJECT # GE0152021

EUSTIS, FLORIDA



Digitally signed
by Christopher
M Germana
Date: 2023.02.08
17:15:08 -05'00'

CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279



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- — EXTERIOR PARCEL LINE
- 4 — EXISTING CONCRETE

- NOTES**
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REVISIONS	DATE
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2. UPDATED PER CITY COMMENTS	02-08-2023

**OFF-SITE
UTILITY PLAN**

**ESTES RESERVE
SUBDIVISION**

PROJECT # GE0152021

EUSTIS, FLORIDA

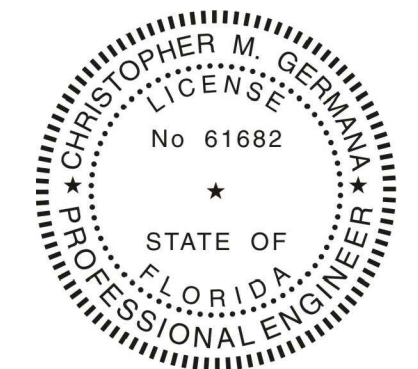
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AND ASSOCIATES, LLC**
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SHEET
C7

Digitally signed
 by Christopher
 M Germana
 Date: 2023.02.08
 17:16:04 -05'00'



CHRISTOPHER M. GERMANA, P.E.
 FLORIDA PROFESSIONAL ENGINEER # 61682
 ENGINEERING FIRM REGISTRY # 29279

EROSION CONTROL NOTES

STORMWATER POLLUTION PREVENTION PLAN

- ATTENTION IS DRAWN TO THE FACT THAT THIS PROJECT IS PERMITTED UNDER THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH THE REQUIREMENTS OF THIS PERMIT, AND TO UNDERTAKE ANY MEASURES NECESSARY TO COMPLY WITH SAID REQUIREMENTS.
- IT MAY BE NECESSARY, DUE TO WEATHER CONDITIONS, PHASING OF CONSTRUCTION ACTIVITIES, QUANTITY AND TYPE OF MATERIALS, ETC., TO TAKE ADDITIONAL MEASURES TO COMPLY WITH THE N.P.D.E.S. PERMIT THAT ARE NOT OUTLINED IN THESE PLANS. THE CONTRACTOR IS FULLY RESPONSIBLE FOR IMPLEMENTATION OF WHATEVER MEANS ARE NECESSARY TO PREVENT THE DISCHARGE OF POLLUTANTS, INCLUDING BUT NOT LIMITED TO TURBID WATER RUNOFF, AND FUGITIVE AIRBORNE PARTICULATE POLLUTANTS.
- THE CONTRACTOR IS FURTHER ADVISED THAT A SEPARATE STORMWATER POLLUTION PREVENTION PLAN (S.W.P.P.P.) HAS BEEN PREPARED FOR THIS PROJECT AND IS HEREBY MADE PART OF THE CONSTRUCTION DOCUMENTS.
- THIS INFORMATION REPRESENTS THE MINIMUM AMOUNT OF EROSION AND SEDIMENT CONTROL MEASURES. IN THE OPINION OF THE ENGINEER, THAT MAY BE NECESSARY FOR ANY ADDITIONAL MEASURES OR PRACTICES THAT MAY BE NECESSARY TO CONTROL EROSION, TURBID DISCHARGE, FUGITIVE PARTICULATES, ETC. TO FULLY COMPLY WITH ALL GOVERNMENTAL RULES AND/OR PERMIT REQUIREMENTS.

GENERAL NOTES

- THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.
- TEMPORARY EROSION CONTROL TO BE UTILIZED DURING CONSTRUCTION AT AREAS DESIGNATED BY THE ENGINEER OR AREAS ON SITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD, OR COMPACTED AS DETERMINED BY THE ENGINEER.
- PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PRACTICAL TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES AND WATER RESOURCES.
- TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICALLY EFFECTIVE, AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT.
- NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.
- SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE HALF THE HEIGHT OF THE BARRIER.
- MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCKPILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATERCOURSE BY RUNOFF OR HIGH WATER.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED, AND SEEDED.

SEDIMENT FENCE

- THE SEDIMENT BARRIER UTILIZES STANDARD STRENGTH OR EXTRA STRENGTH SYNTHETIC FILTER FABRICS. IT IS DESIGNED FOR SITUATIONS IN WHICH ONLY SHEET OR OVERLAND FLOWS ARE EXPECTED.
- THE HEIGHT OF A SEDIMENT FENCE SHALL NOT EXCEED 36-INCHES (HIGHER FENCES MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE).
- THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6-INCH OVERLAP, AND SECURELY SEALED.
- POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (MINIMUM 12 INCHES), WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET.
- A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES WIDE AND 4 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
- WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1-INCH LONG, TIE WIRES, OR HOOD RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
- THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8-INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
- WHEN EXTRA STRENGTH FILTER FABRIC AND CLOSURE POST SPACING ARE USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED IN SUCH A CASE. THE FILTER FABRIC IS STAPLED OR WIRE DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF ITEM NO. 6 APPLYING.
- THE TRENCH SHALL BE BACKFILLED AND SOIL COMPACTED OVER THE FILTER FABRIC.
- SEDIMENT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

SEDIMENT FENCE MAINTENANCE

- SEDIMENT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
- SHOULD THE FABRIC ON A SEDIMENT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
- SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SEDIMENT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED, AND SEEDED.

DITCH BARRIERS

- BALES SHALL BE PLACED IN A SINGLE ROW, LENGTHWISE, ORIENTED PERPENDICULAR TO THE CONTOUR, WITH ENDS OF ADJACENT BALES TIGHTLY ABUTTING ONE ANOTHER.
- THE REMAINING STEPS FOR INSTALLING A STRAW BALE BARRIER FOR SHEET FLOW APPLICATIONS APPLY HERE, WITH THE FOLLOWING ADDITION.
- THE STRAW BALES SHALL BE INSTALLED SUCH THAT UNDERCUTTING BENEATH THE BALES IS MINIMIZED BY THE USE OF ROCK CHECK DAMS PLACED ADJACENT TO THE STRAW BALES.
- THE BARRIER SHALL BE EXTENDED TO SUCH A LENGTH THAT THE BOTTOMS OF THE END BALES ARE HIGHER IN ELEVATION THAN THE TOP OF THE LOWEST MIDDLE BALE TO ASSURE THAT SEDIMENT-LADEN RUNOFF WILL FLOW EITHER THROUGH OR OVER THE BARRIER BUT NOT AROUND IT.

DITCH BARRIER MAINTENANCE

- STRAW BALES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
- CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS, AND UNDERCUTTING BENEATH BALES.
- NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
- SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
- ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE STRAW BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

TIMING OF SEDIMENT CONTROL PRACTICES

- SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL THROUGHOUT EARTH DISTURBING ACTIVITY.
- SETTLING FACILITIES, PERIMETER CONTROLS, AND OTHER PRACTICES INTENDED TO TRAP SEDIMENT SHALL BE IMPLEMENTED AS THE FIRST STEP OF GRADING AND WITHIN SEVEN DAYS FROM THE START OF GRUBBING. THEY SHALL CONTINUE TO FUNCTION UNTIL THE UPSLOPE DEVELOPMENT AREA IS RESTABILIZED.

STABILIZATION OF NON-STRUCTURAL PRACTICES

- CONTROL PRACTICES SHALL PRESERVE EXISTING VEGETATION WHERE ATTAINABLE AND DISTURBED AREAS SHALL BE RE-VEGETATED AS SOON AS IT IS PRACTICAL AFTER GRADING OR CONSTRUCTION.
- PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN FOURTEEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE, AND SHALL ALSO BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS WHICH MAY NOT BE AT FINAL GRADE, WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED.

MAINTENANCE

- TEMPORARY EROSION CONTROL FEATURES SHALL BE ACCEPTABLY MAINTAINED AND SHALL BE REMOVED OR REPLACED BY THE ENGINEER AT NO COST TO THE OWNER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS.

SEDIMENT BARRIERS

- SHEET FLOW RUNOFF FROM DENUDED AREAS SHALL BE INTERCEPTED BY SEDIMENT BARRIERS. SEDIMENT BARRIERS SUCH AS A SEDIMENT FENCE OR DIVERSIONS TO SETTLING FACILITIES SHALL PROTECT ADJACENT PROPERTIES AND WATER RESOURCES FROM SEDIMENT TRANSPORTED BY SHEET FLOW.

STOCKPILES

- ALL SOIL STOCKPILES SHALL BE PROTECTED FROM EROSION BY PERIMETER CONTROL DEVICES SUCH AS STRAW BALE BARRIERS OR FILTER FABRIC FENCES, AND THESE PERIMETER CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

INSPECTION SCHEDULE

- DIVERSION SWALE AND STRUCTURAL PROTECTION - INSPECT EVERY 7 DAYS OR AFTER EACH RAINSTORM PRODUCING RUNOFF. REPAIR AS REQUIRED.
- INLET PROTECTION - INSPECT FOR SEDIMENT ACCUMULATION AFTER EACH RAINFALL AND DAILY DURING CONTINUED RAINFALL. REPAIR OR REPLACE WHEN WATER FLOW IS RESTRICTED BY SEDIMENT.
- VEGETATIVE PLANTING - INSPECT AFTER SPROUTING OCCURS AND REPLANT BARE AREAS. INSPECT ESTABLISHED COVER EVERY 15 DAYS FOR DAMAGE. REPLANT AS REQUIRED. MAINTAIN ESTABLISHED COVER AT MAXIMUM 6" HEIGHT. IRRIGATE AS REQUIRED DURING DRY PERIODS TO MAINTAIN LIVE VEGETATION.

DATE	REVISIONS
12-13-2022	1. UPDATED LOT LAYOUT

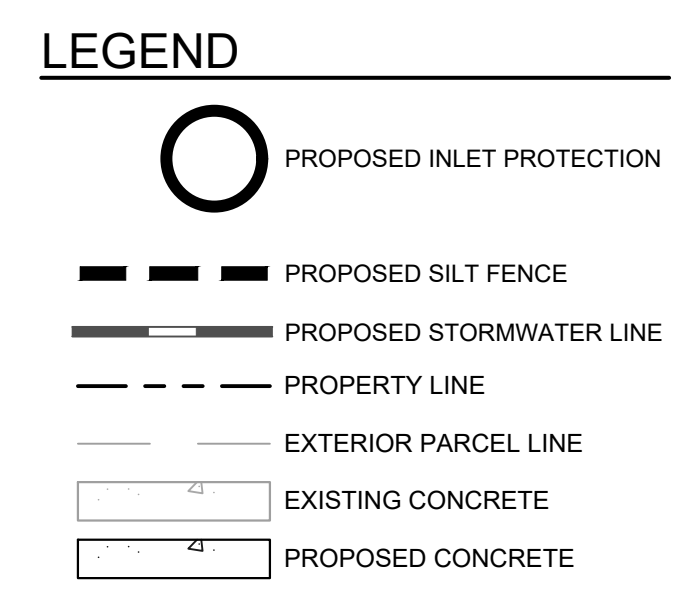
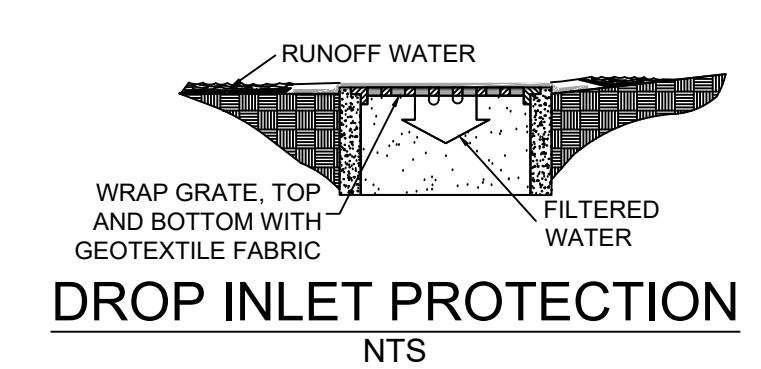
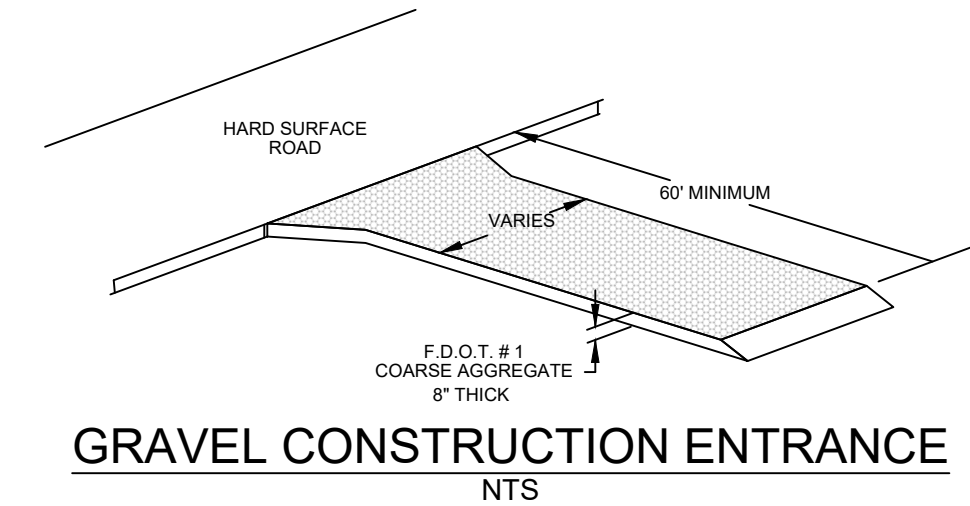
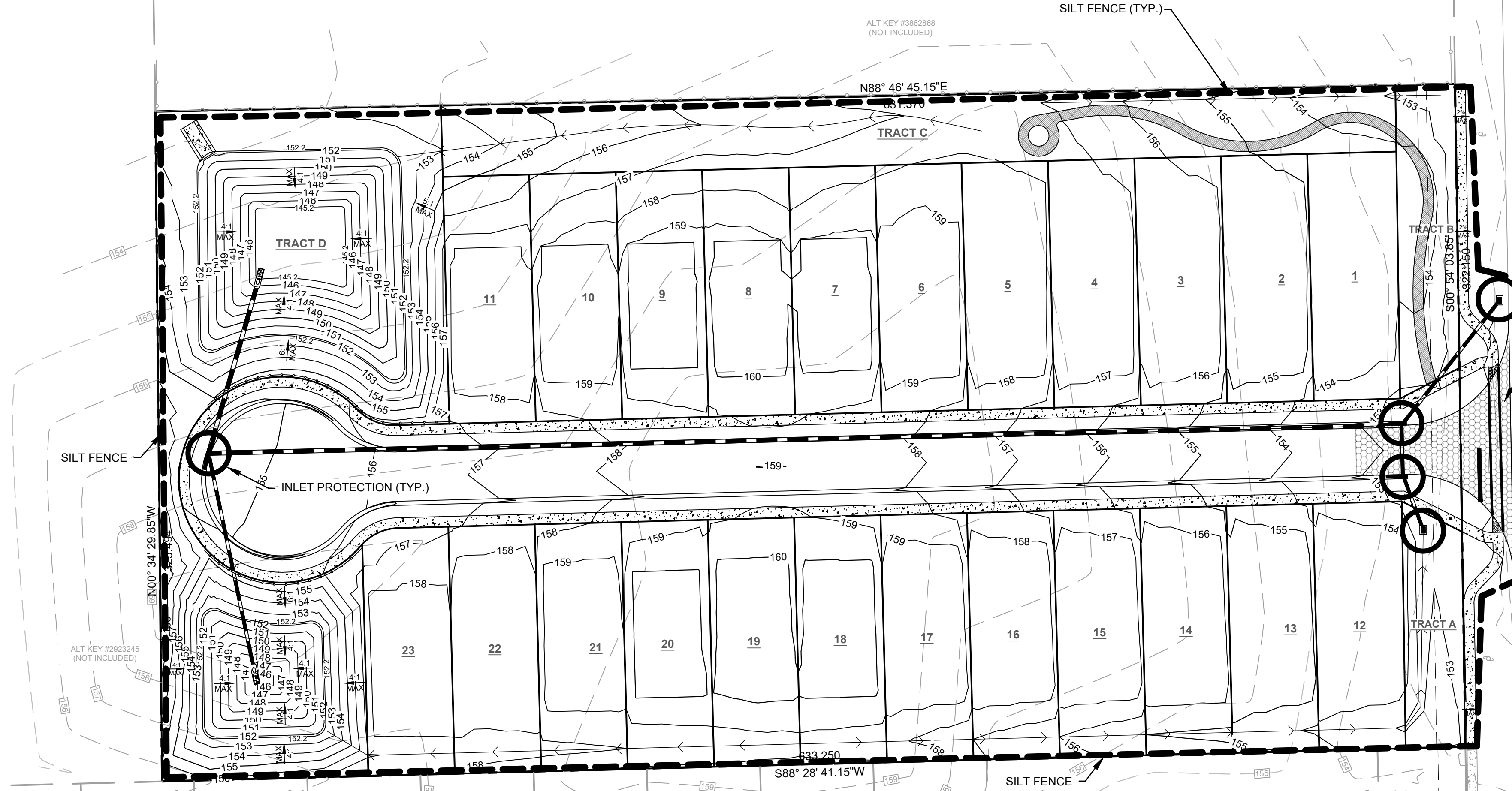
STORMWATER POLLUTION PREVENTION PLAN

ESTES RESERVE SUBDIVISION

PROJECT # GE0152021
EUSTIS, FLORIDA

GERMANA ENGINEERING AND ASSOCIATES, LLC
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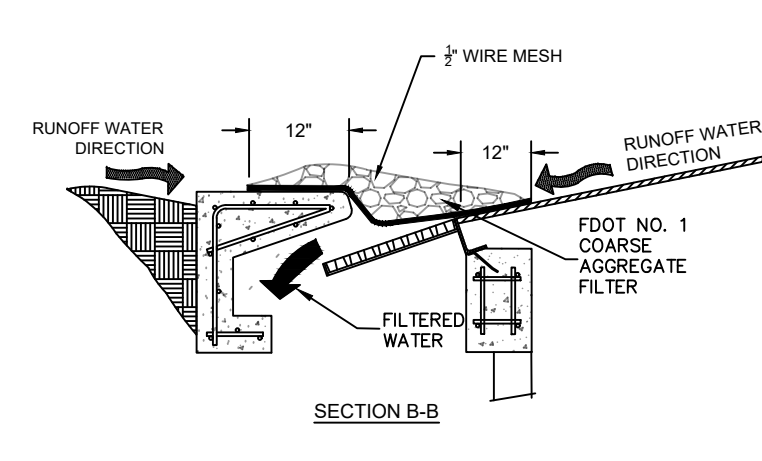
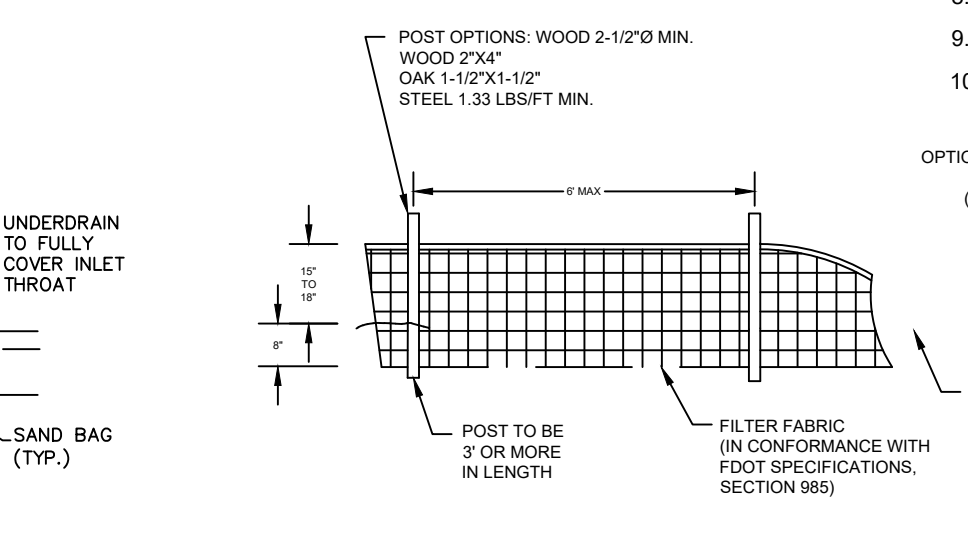
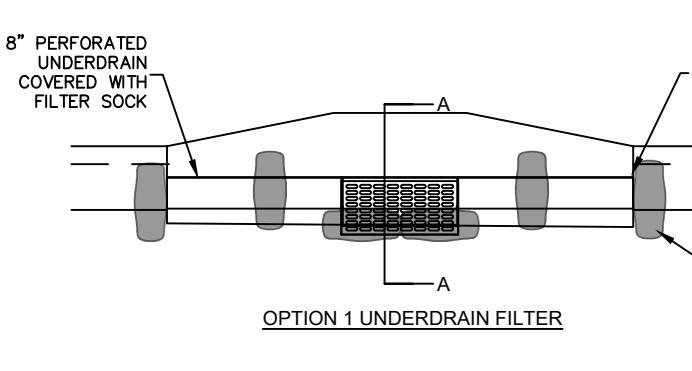
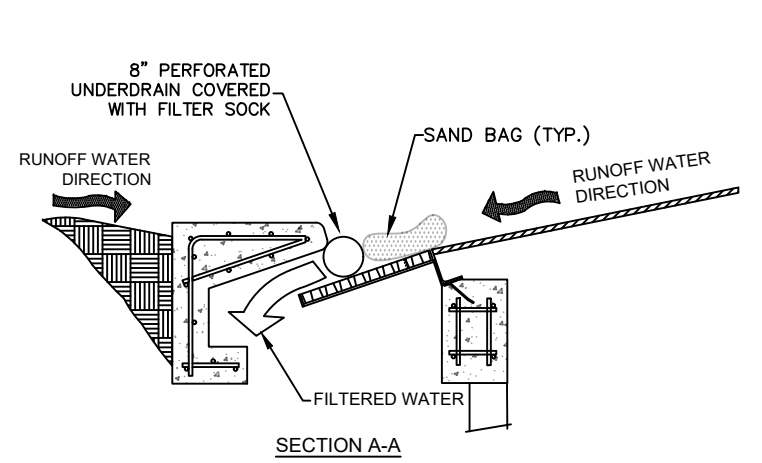
EROSION CONTROL SUMMARY

EROSION CONTROL DESIGNER: GERMANA ENGINEERING AND ASSOCIATES, LLC.
CONTACT: CHRISTOPHER M. GERMANA, PE
1120 WEST MINNEOLA AVENUE
CLERMONT, FLORIDA 34711
(352) 242-9329

OWNER/DEVELOPER: BURLGARD INVESTMENTS, LLC.
CONTACT: FRANK BOMBEEK
1810 WEST KENNEDY BLDV, SUITE 232
TAMPA, FLORIDA 33606
(813) 321-1984

AREA ADJACENT TO SITE: THE SITE IS NEXT TO UNIMPROVED AGRICULTURAL LAND TO THE NORTH, A MIDDLE SCHOOL TO THE WEST, SINGLE FAMILY RESIDENTIAL TO THE SOUTH, AND ESTES ROAD TO THE EAST.

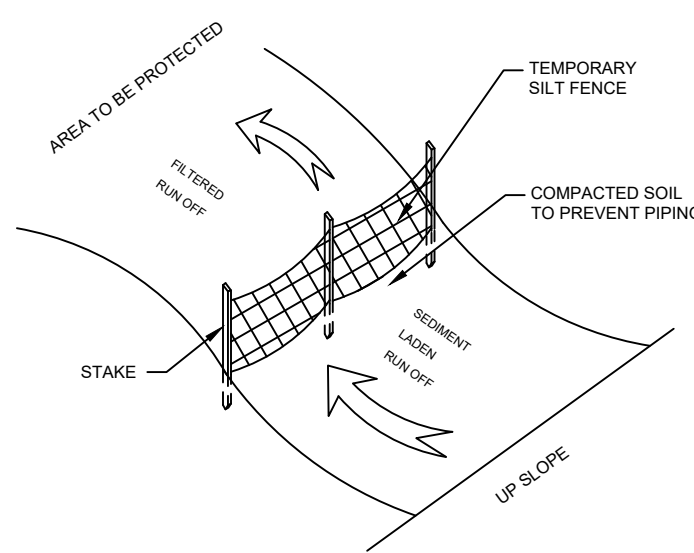
EROSION CONTROL MEASURES: EROSION AND RUNOFF WILL BE CONTROLLED BY SILT FENCE AND INLET PROTECTION AS NEEDED.



NOTES:
1. PRE-MANUFACTURED INLET SOCK MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER.

CURB INLET PROTECTION

NTS



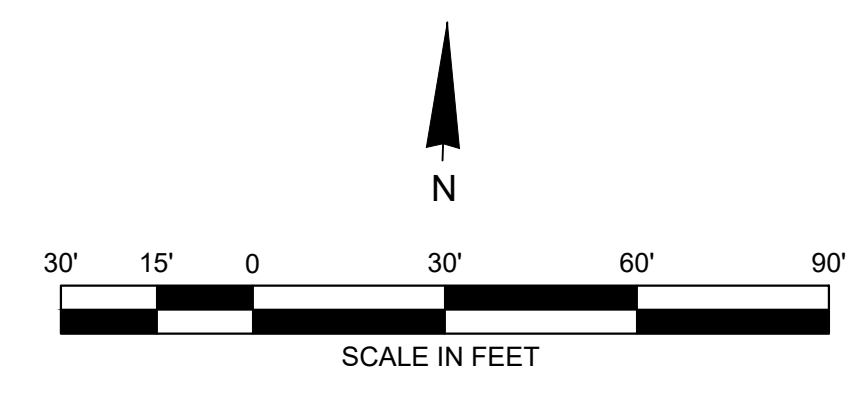
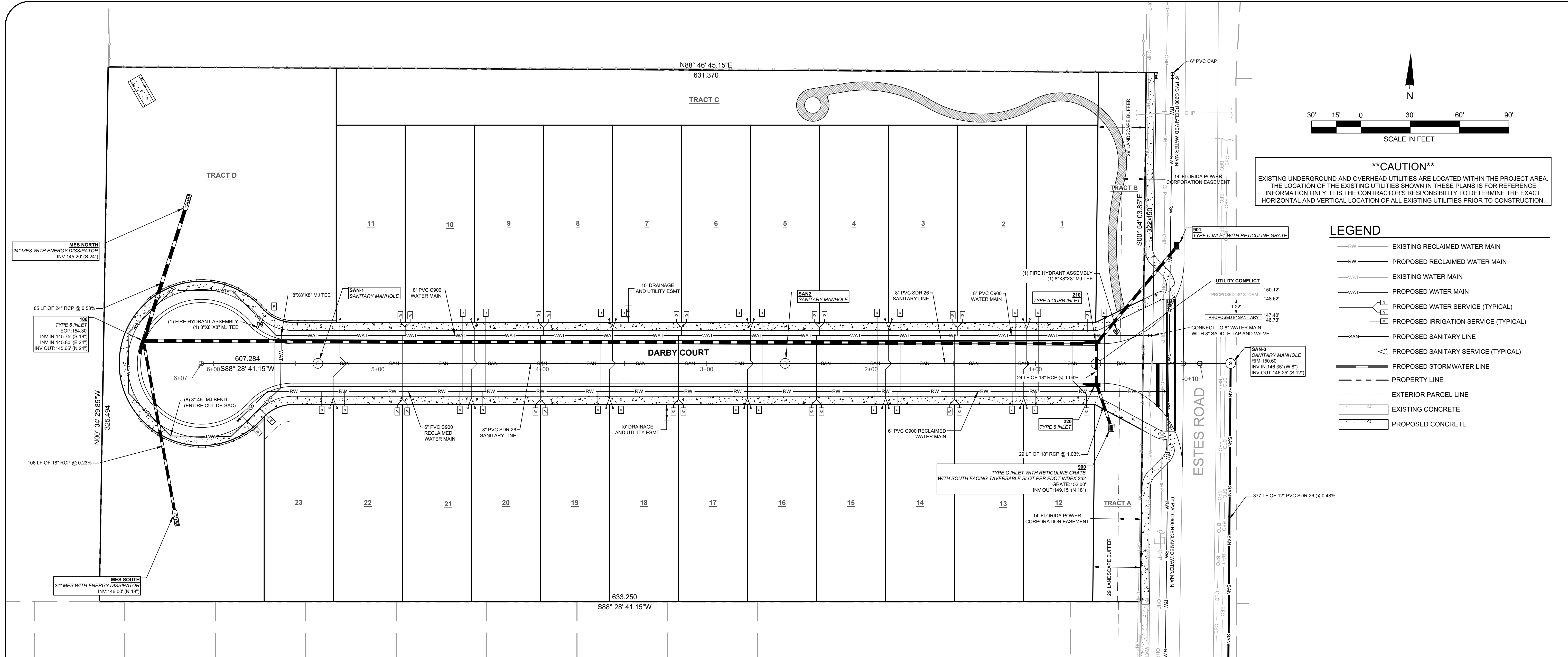
SILT FENCE

NTS

Digitally signed by Christopher M. Germana
Date: 2023.02.08 17:19:07 -05'00'



CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279



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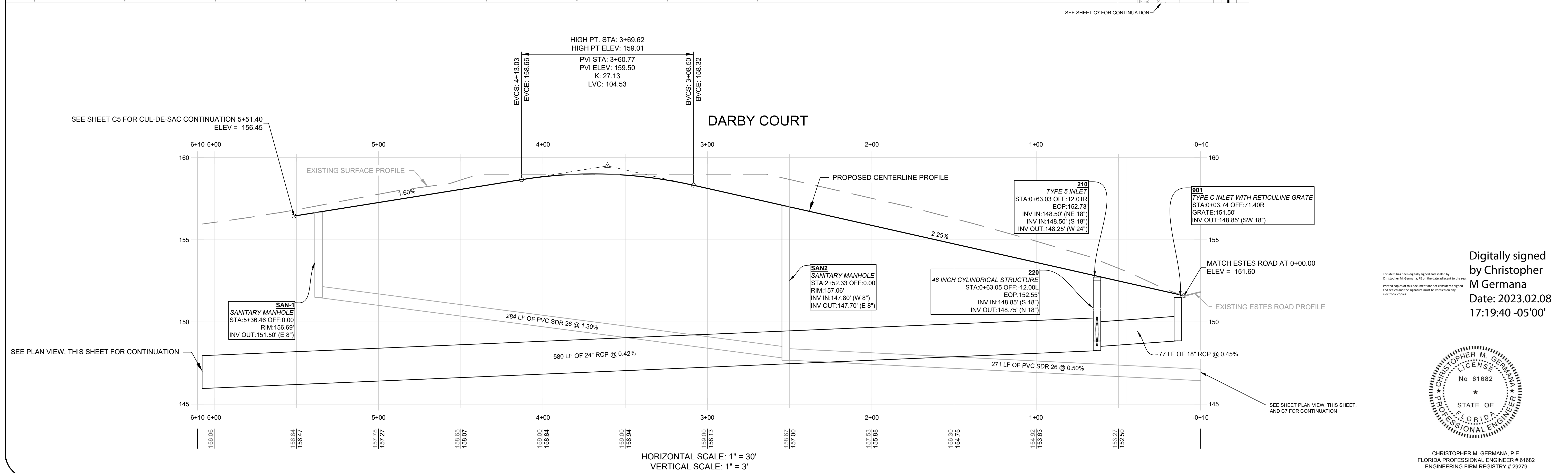
**DARBY COURT
 PLAN AND PROFILE**

**ESTES RESERVE
 SUBDIVISION**

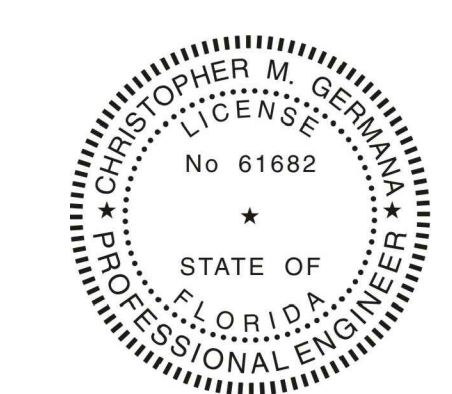
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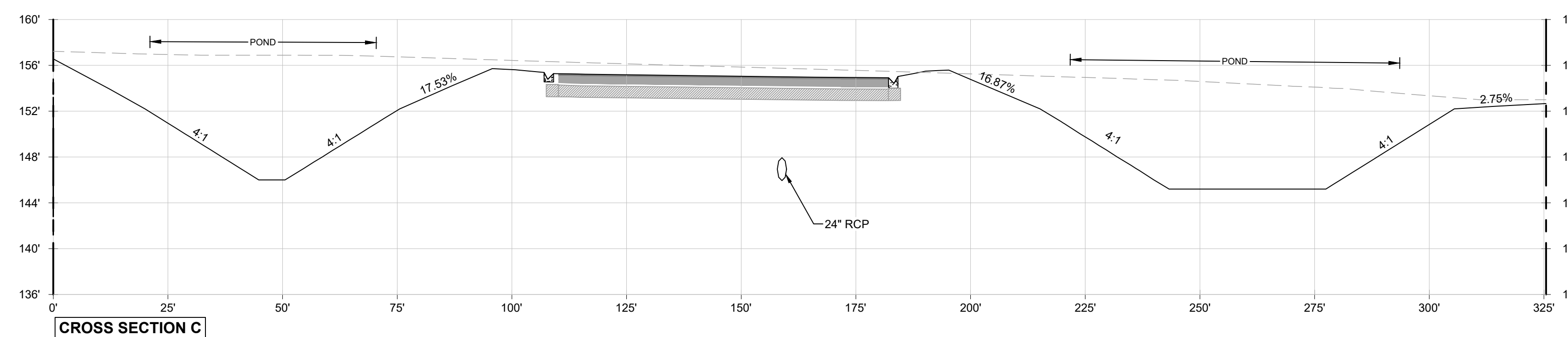
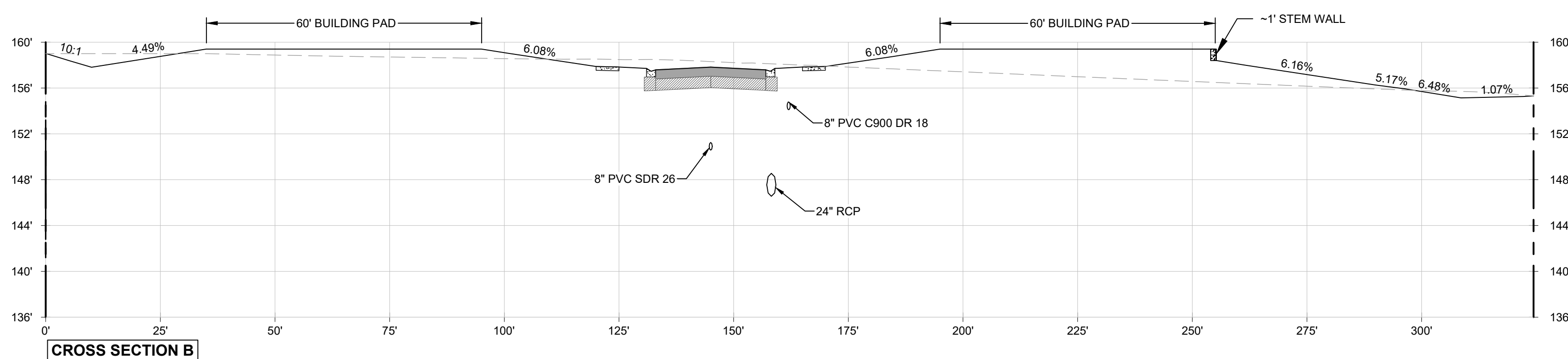
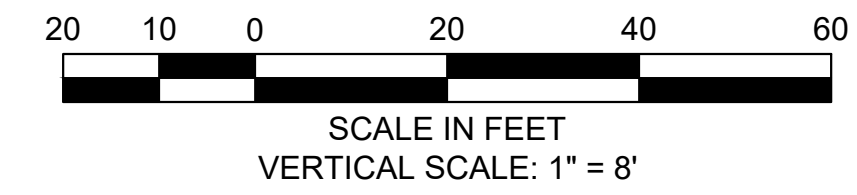
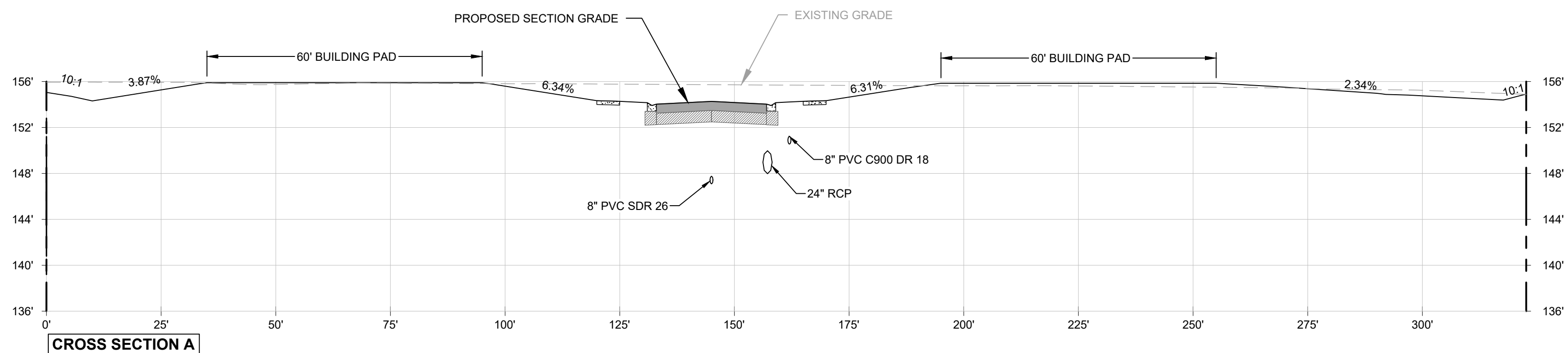
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 SHEET
C9



Digitally signed by Christopher M Germana
 Date: 2023.02.08 17:19:40 -05'00'



CHRISTOPHER M. GERMANA, P.E.
 FLORIDA PROFESSIONAL ENGINEER # 61682
 ENGINEERING FIRM REGISTRY # 29279



REVISIONS	DATE
1. UPDATED LOT LAYOUT	12-13-2022
2. UPDATED PER CITY COMMENTS	02-08-2023

SITE CROSS SECTIONS

ESTES RESERVE SUBDIVISION

PROJECT # GE0152021

EUSTIS, FLORIDA

GERMANA ENGINEERING AND ASSOCIATES, LLC
 1120 WEST MINNEOLA AVENUE
 CLERMONT, FL 34711
 (352) 242-5929
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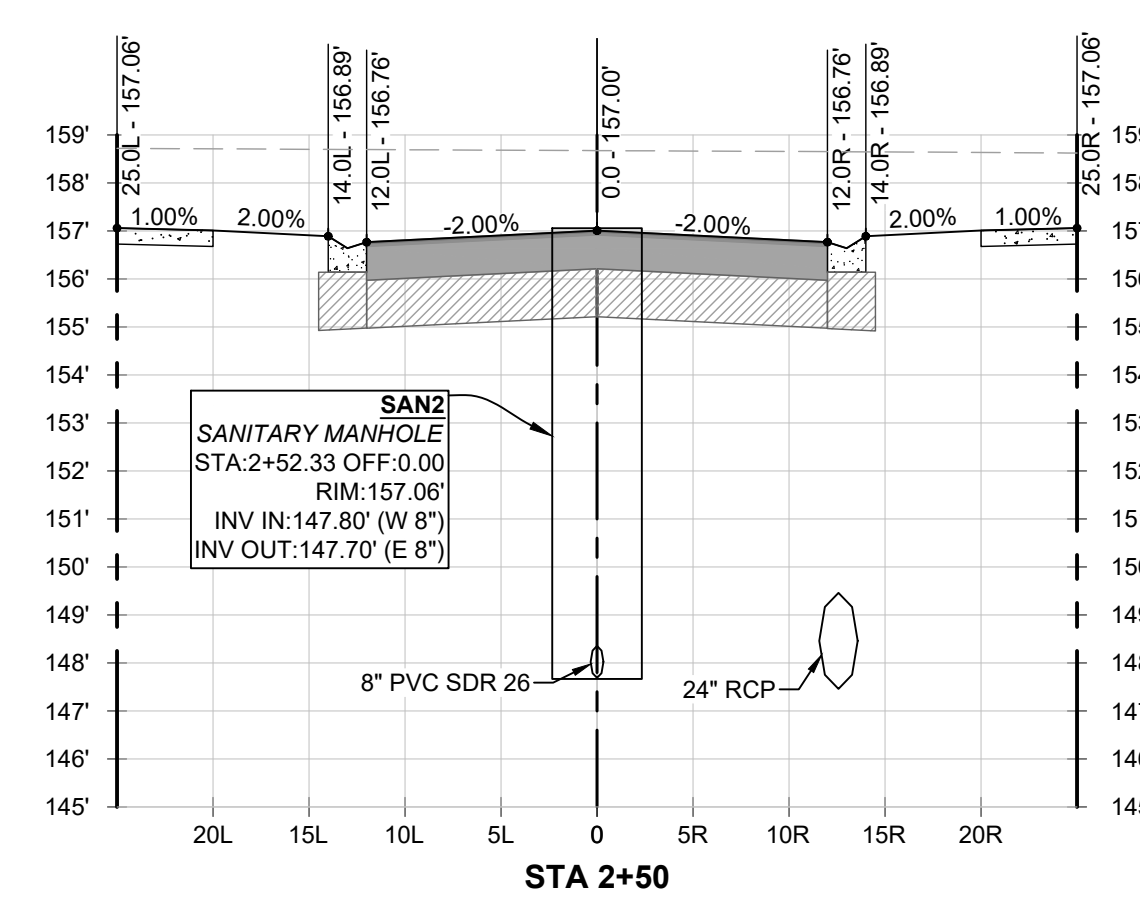
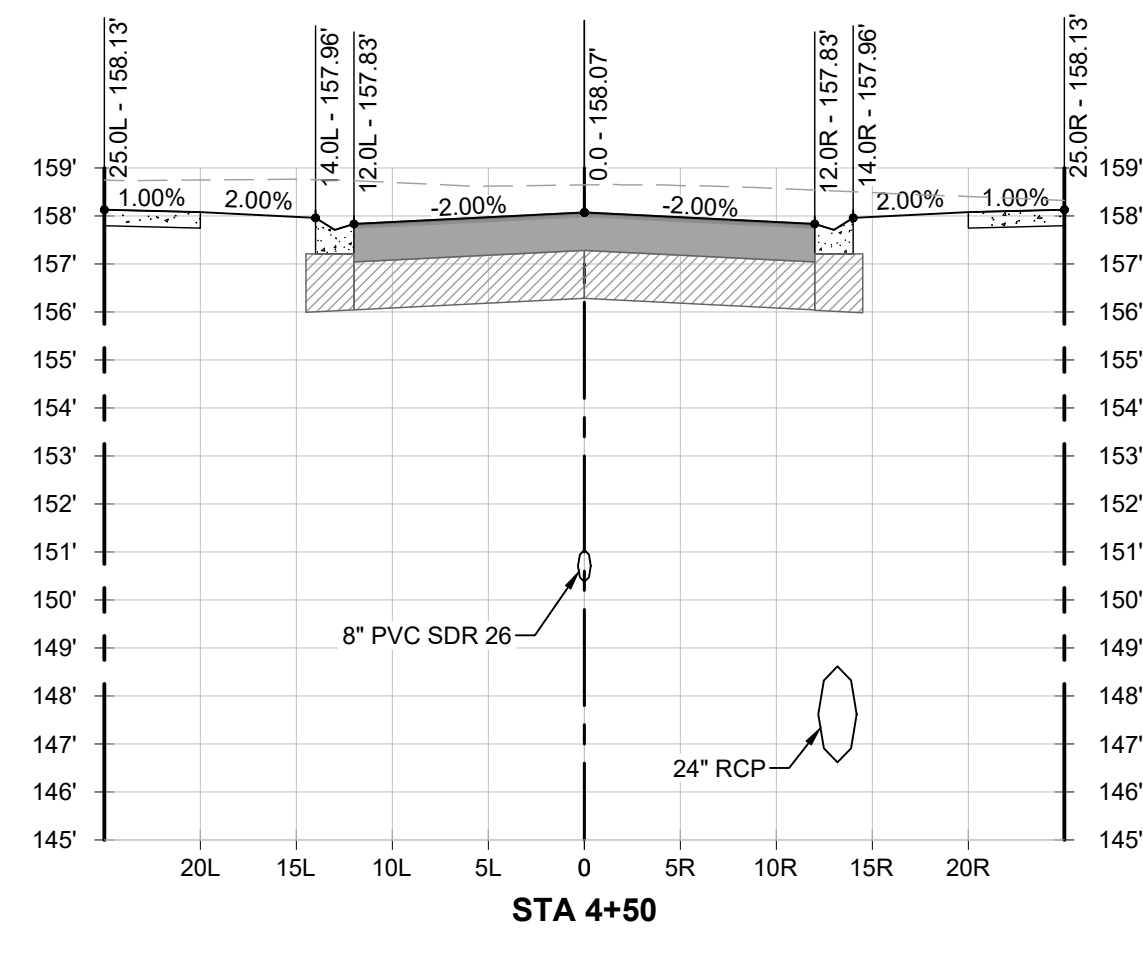
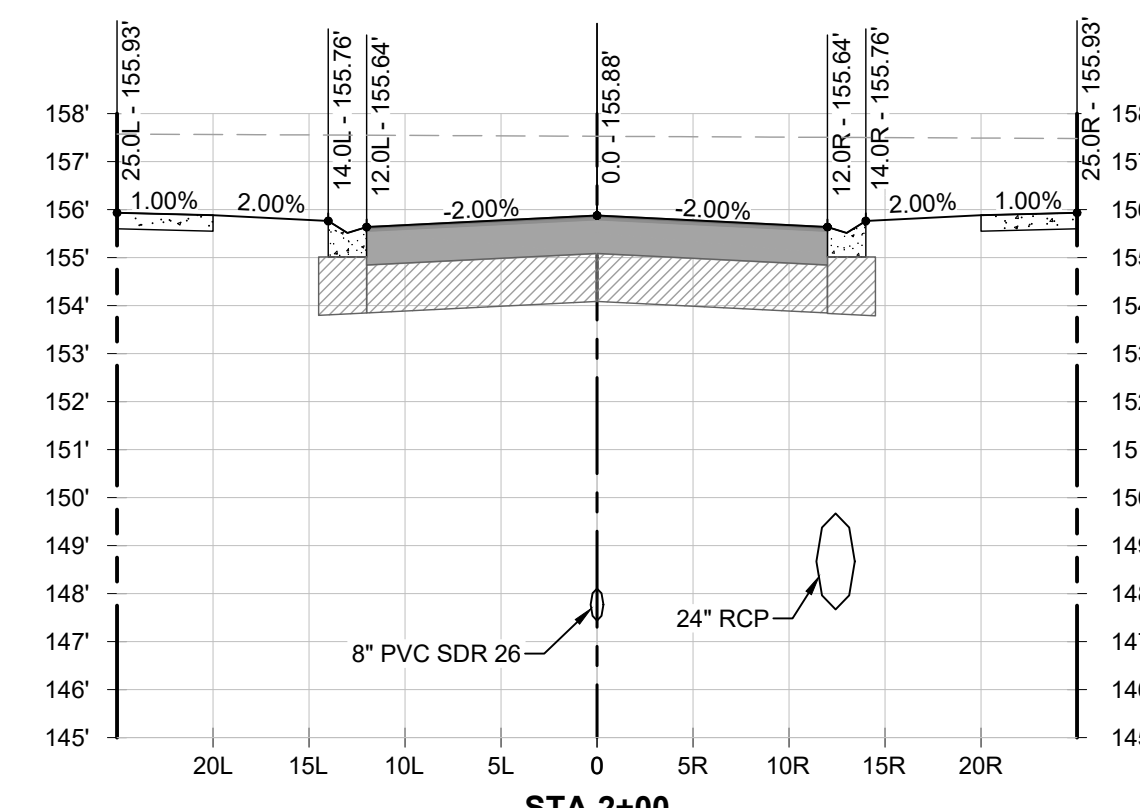
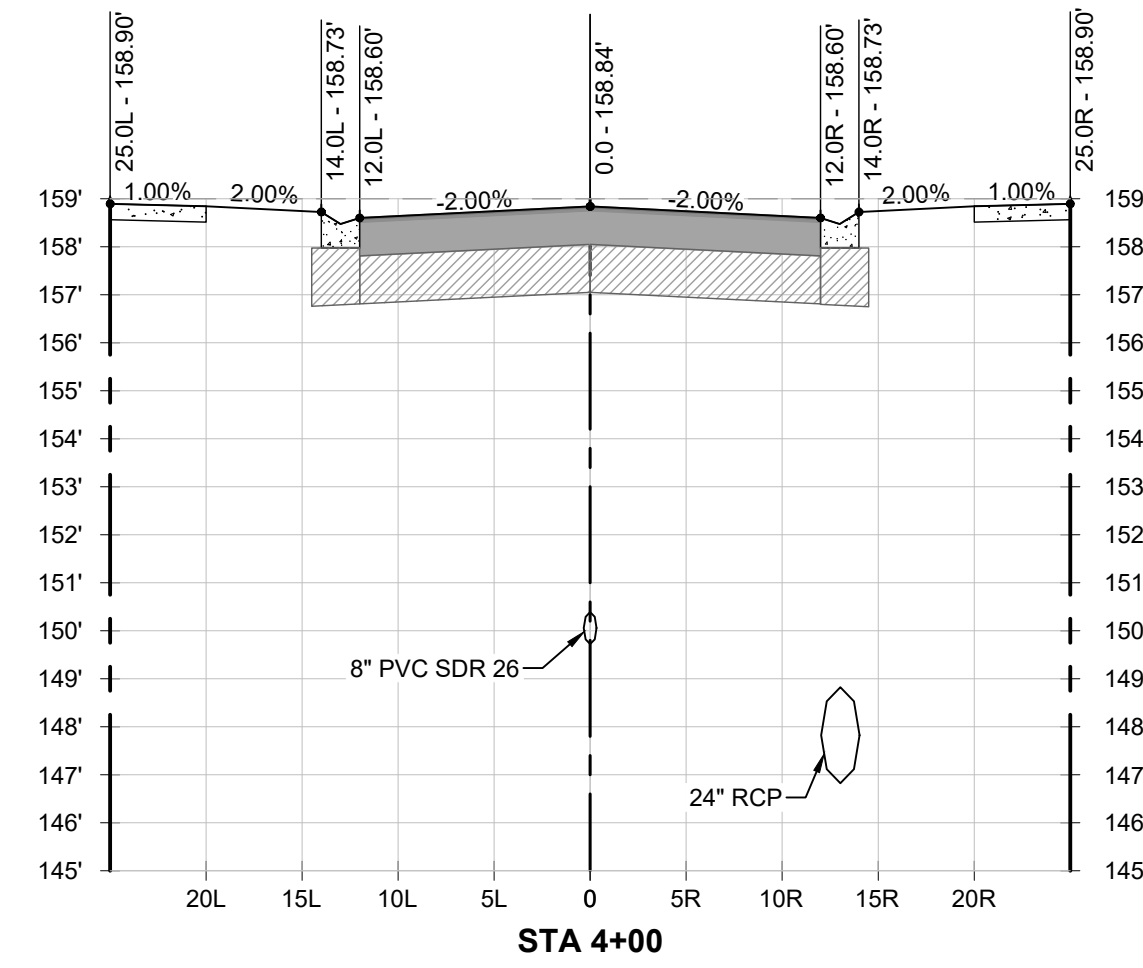
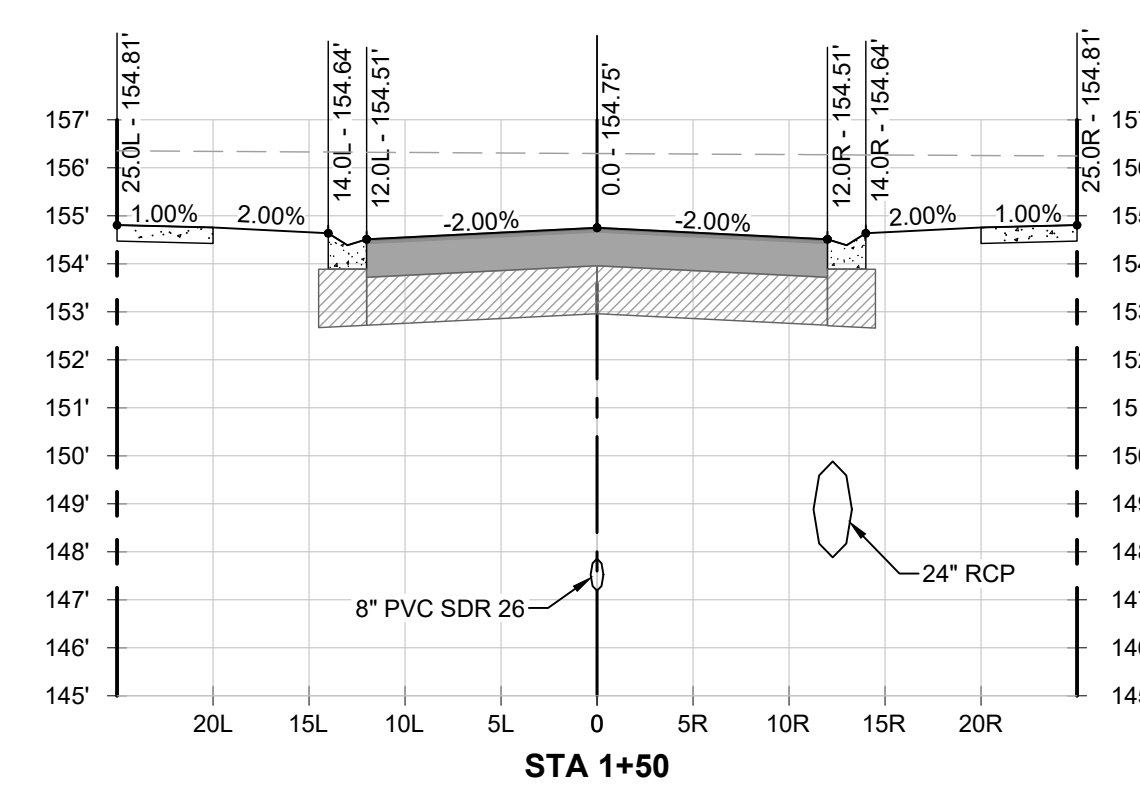
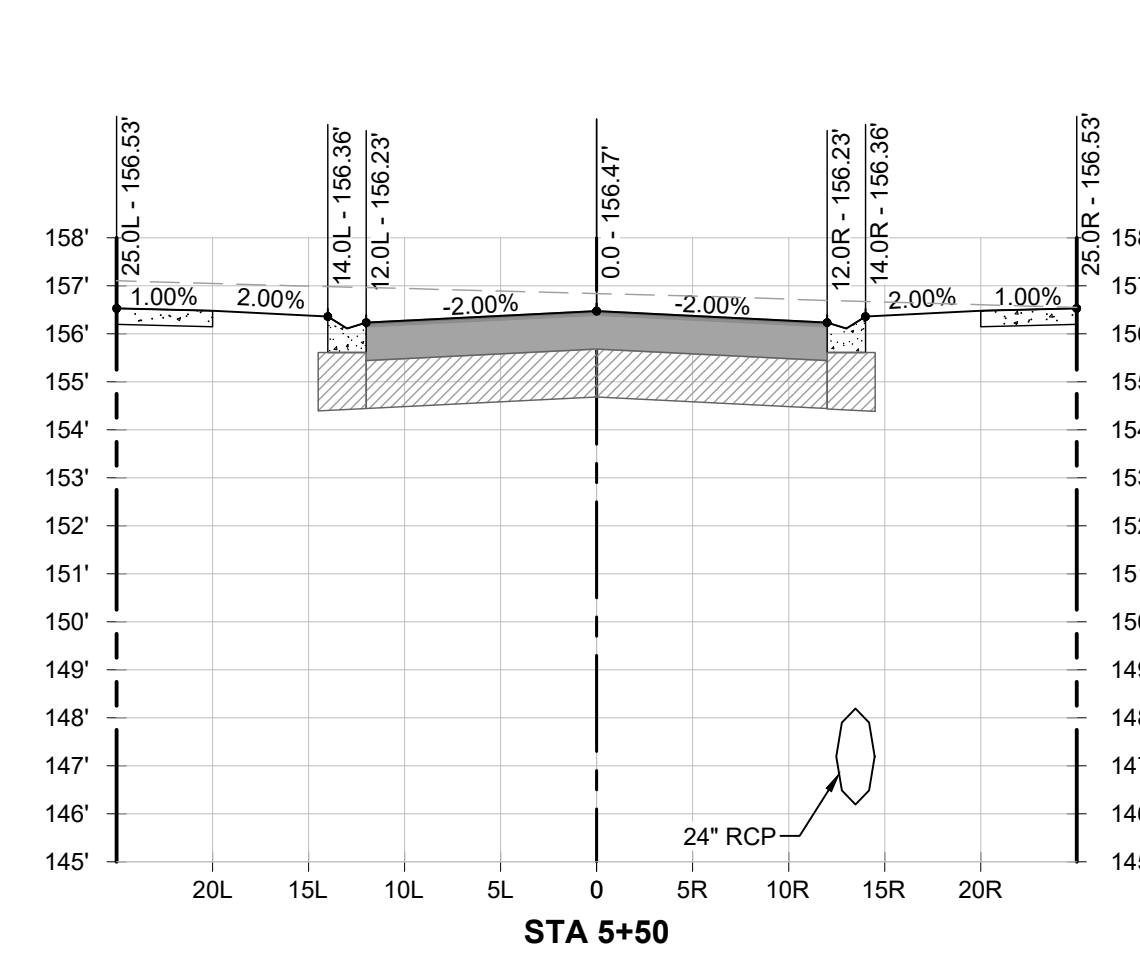
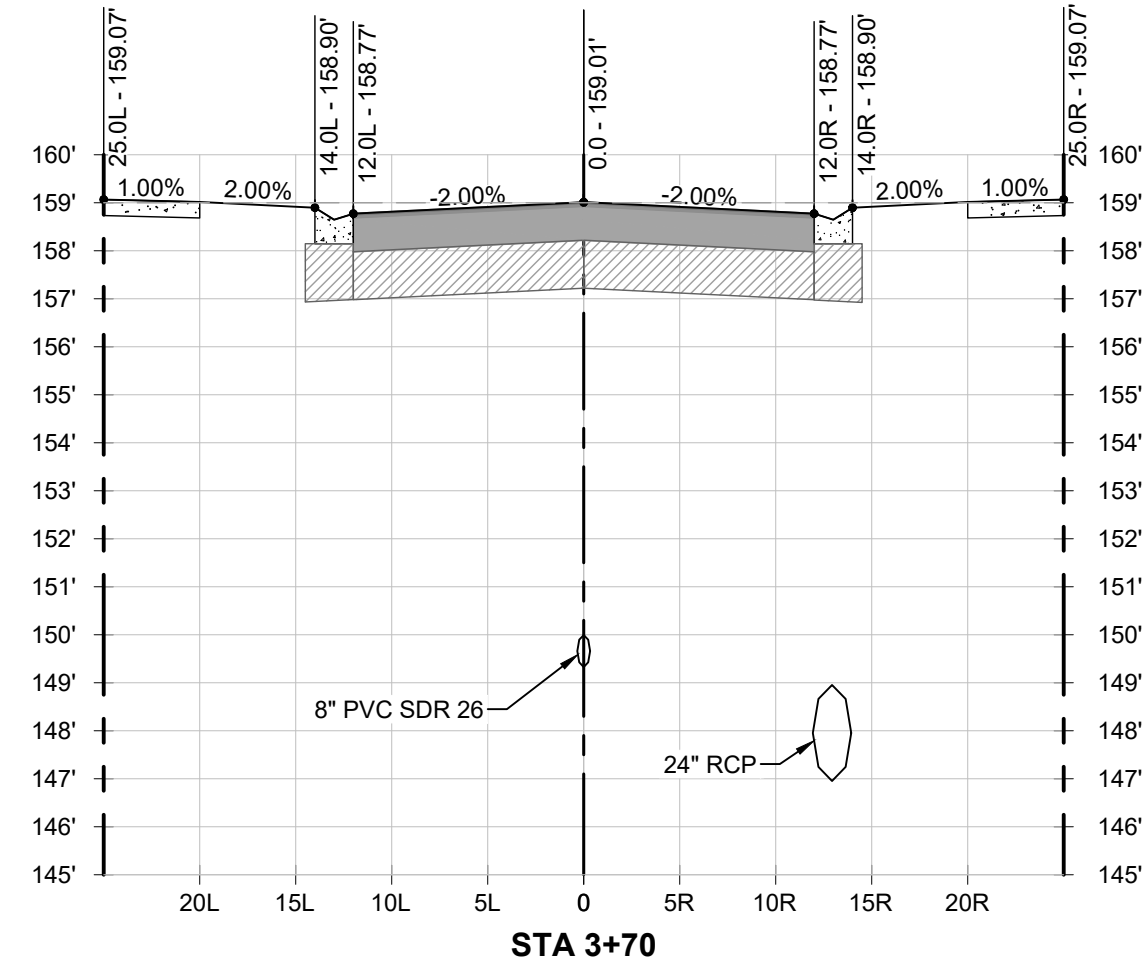
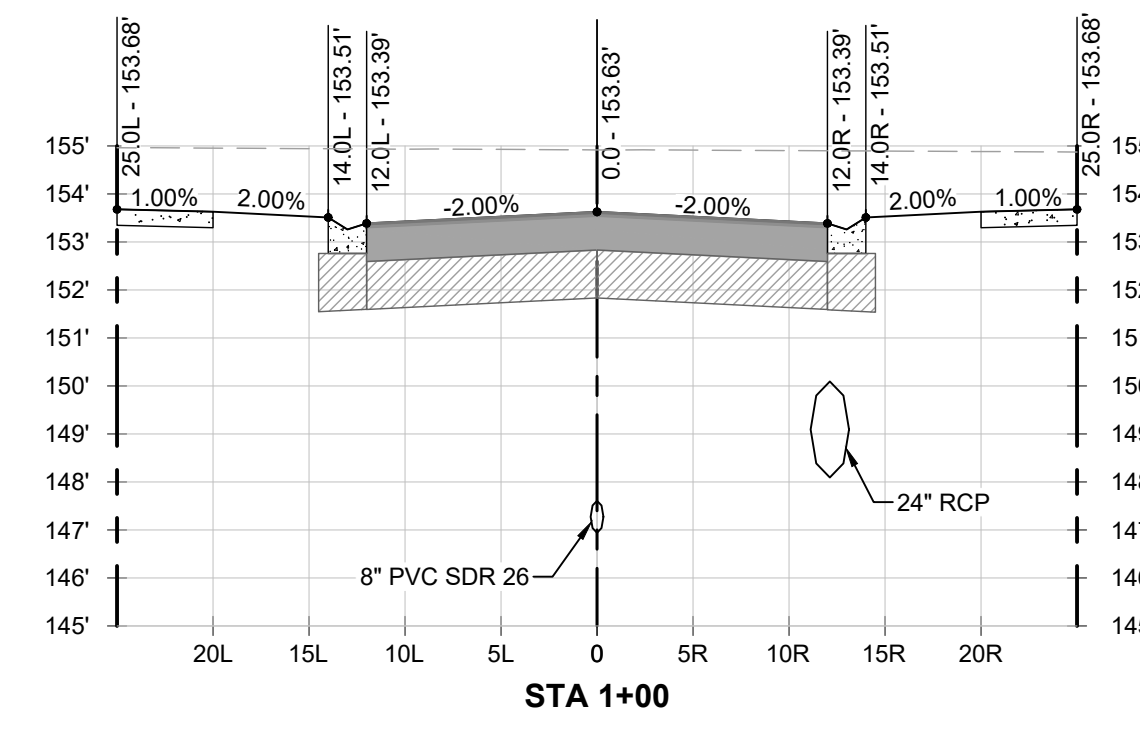
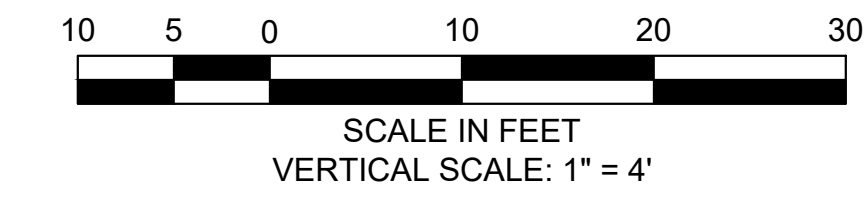
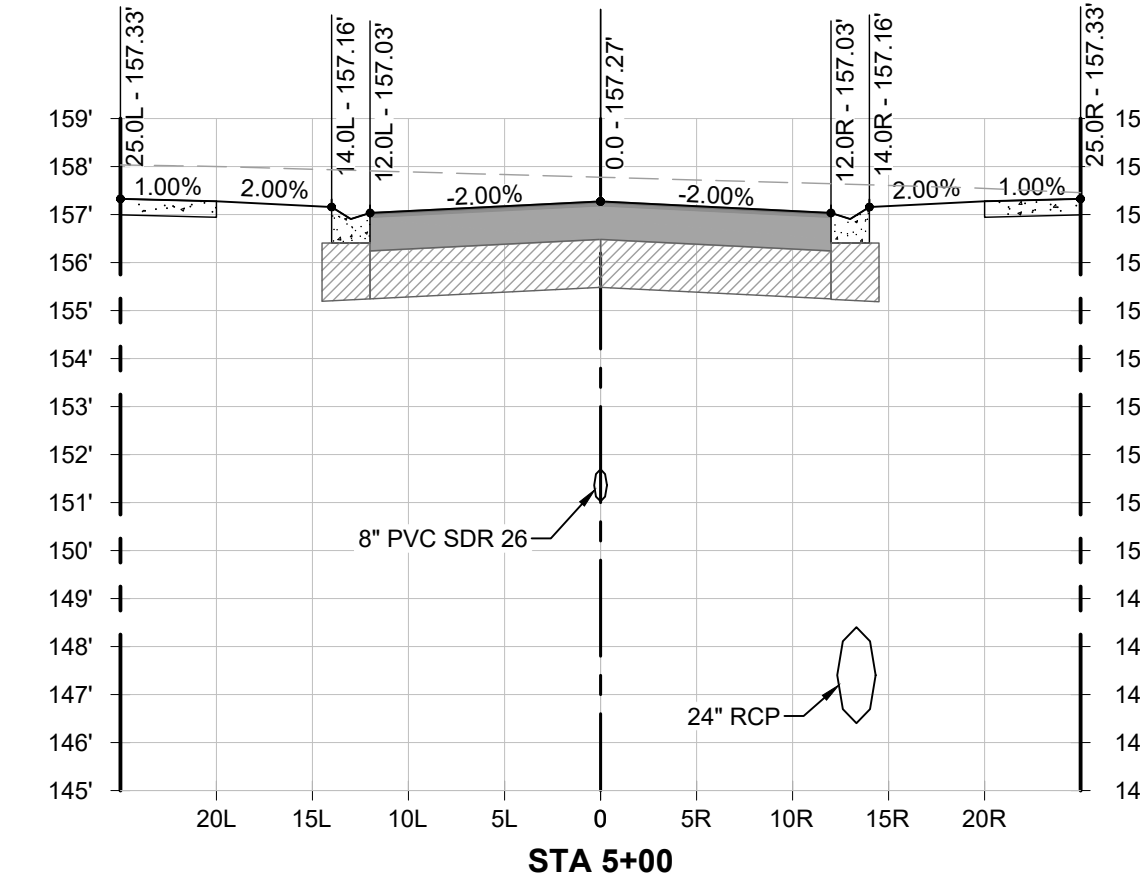
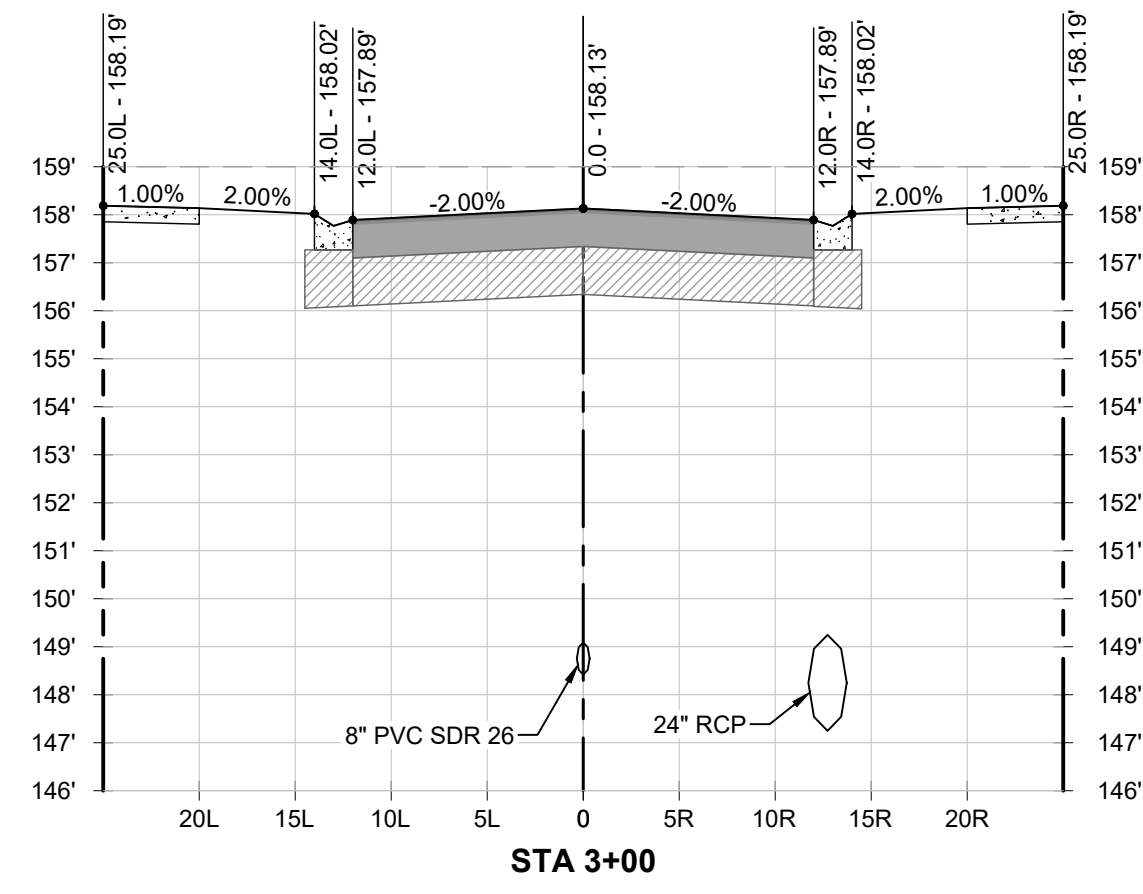
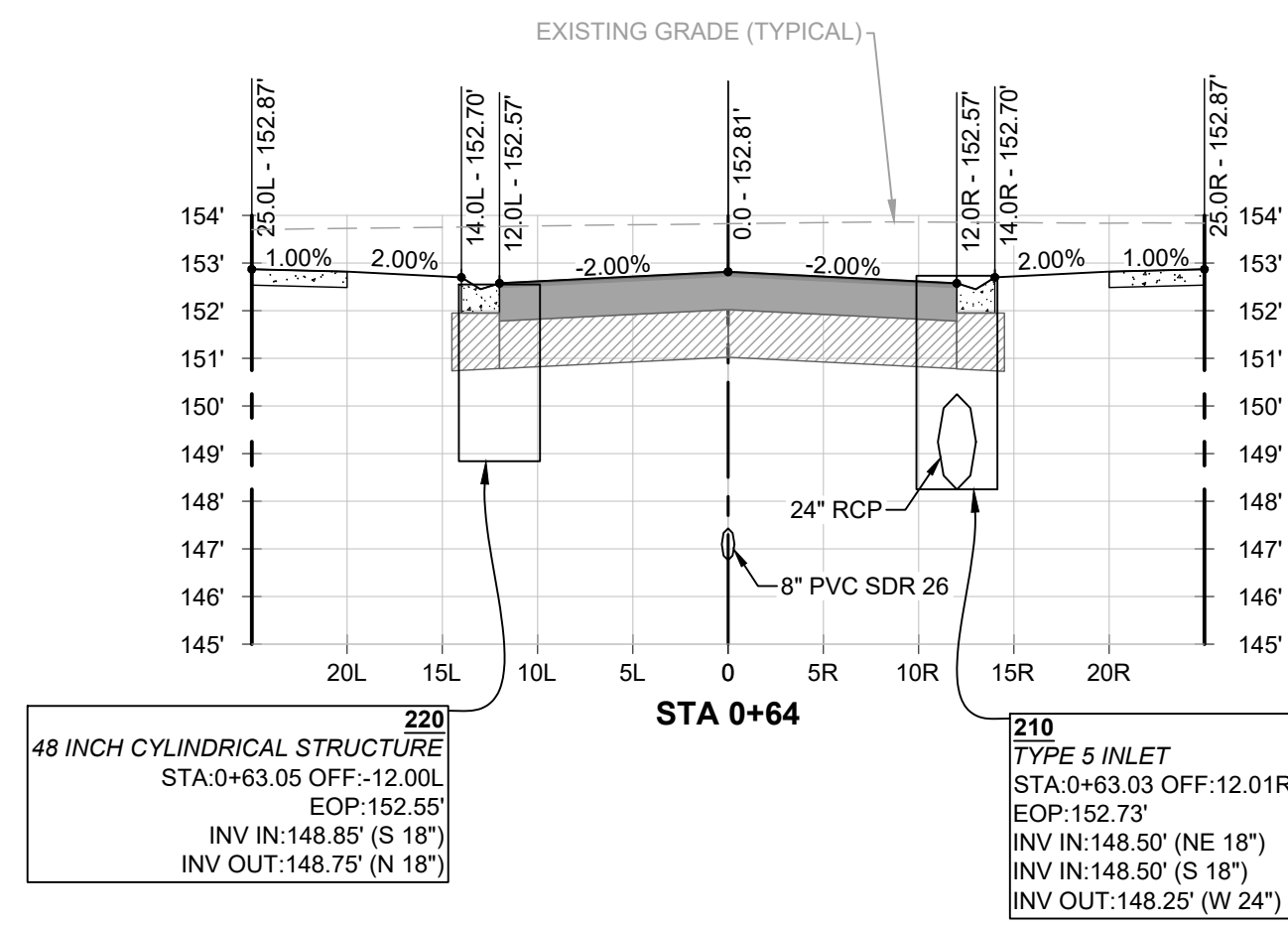


CHRISTOPHER M. GERMANA, P.E.
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 ENGINEERING FIRM REGISTRY # 29279

SCALE: 1" = 20'

DATE: 12-13-2022

SHEET
C10



REVISIONS	DATE
1. UPDATED LOT LAYOUT	12-13-2022
2. UPDATED PER CITY COMMENTS	02-08-2023

DARBY COURT
CROSS SECTIONS

ESTES RESERVE
SUBDIVISION

PROJECT # GE0152021

EUSTIS, FLORIDA

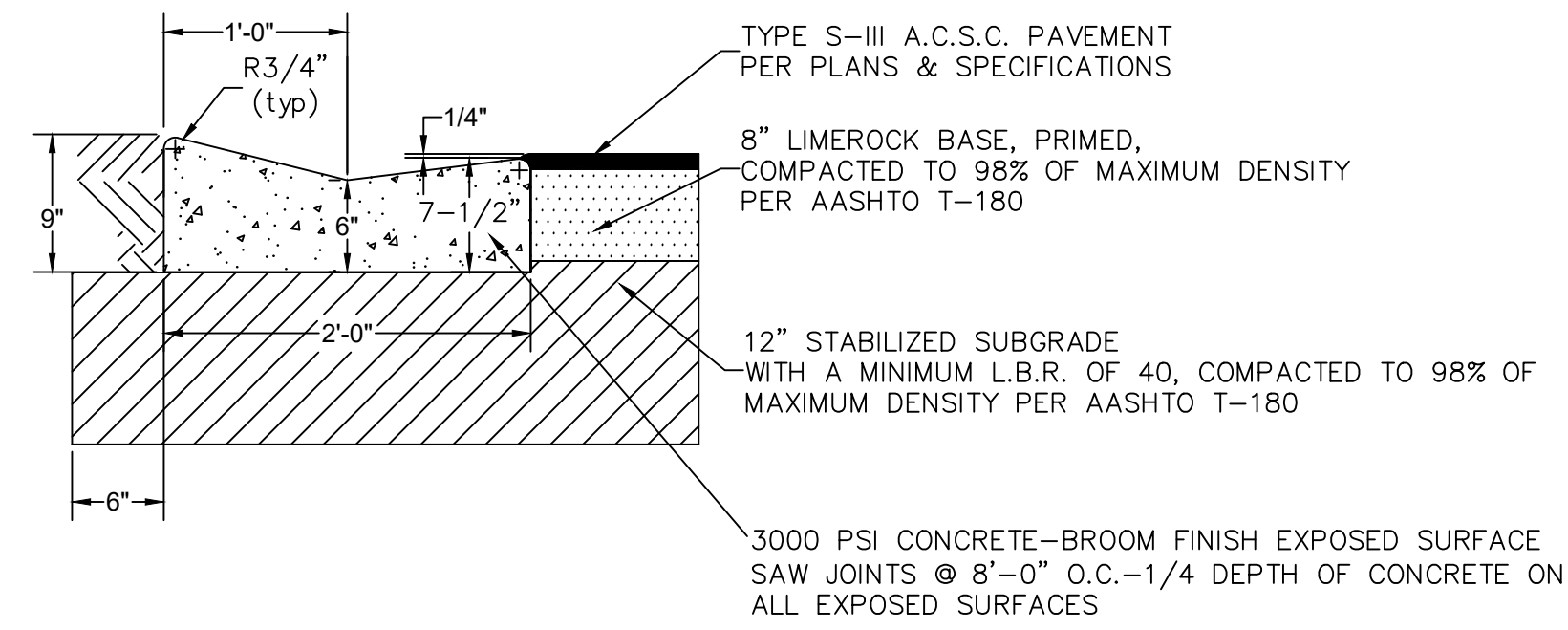
GERMANA ENGINEERING
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DATE: 12-13-2022
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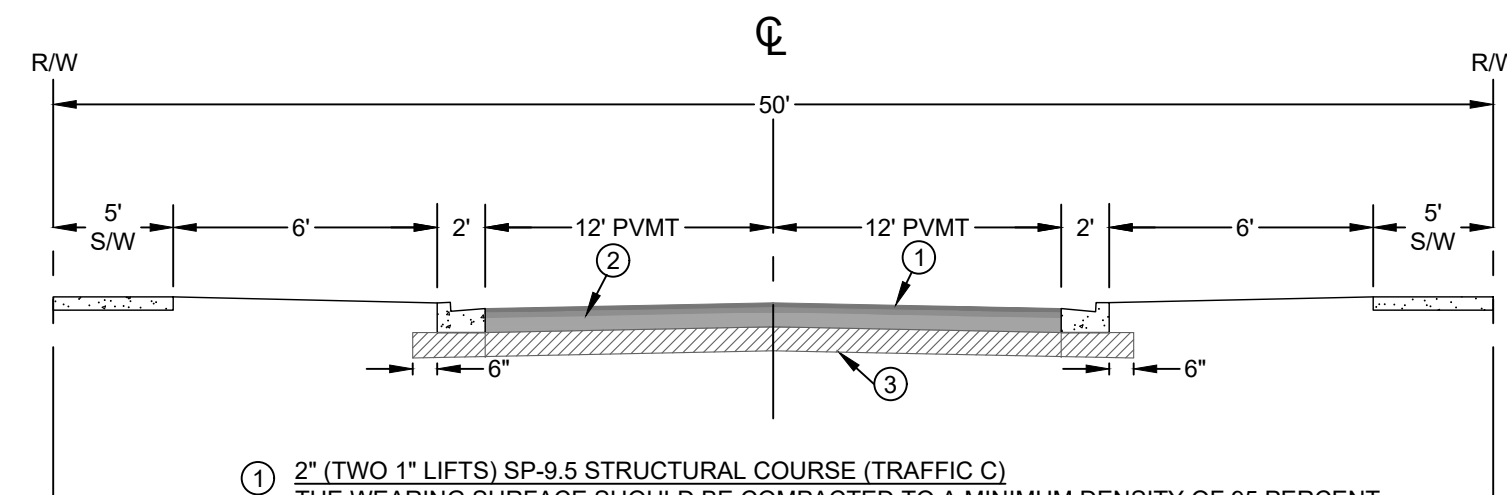
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by Christopher
M Germana
Date: 2023.02.08
17:20:50 -05'00'



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FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279

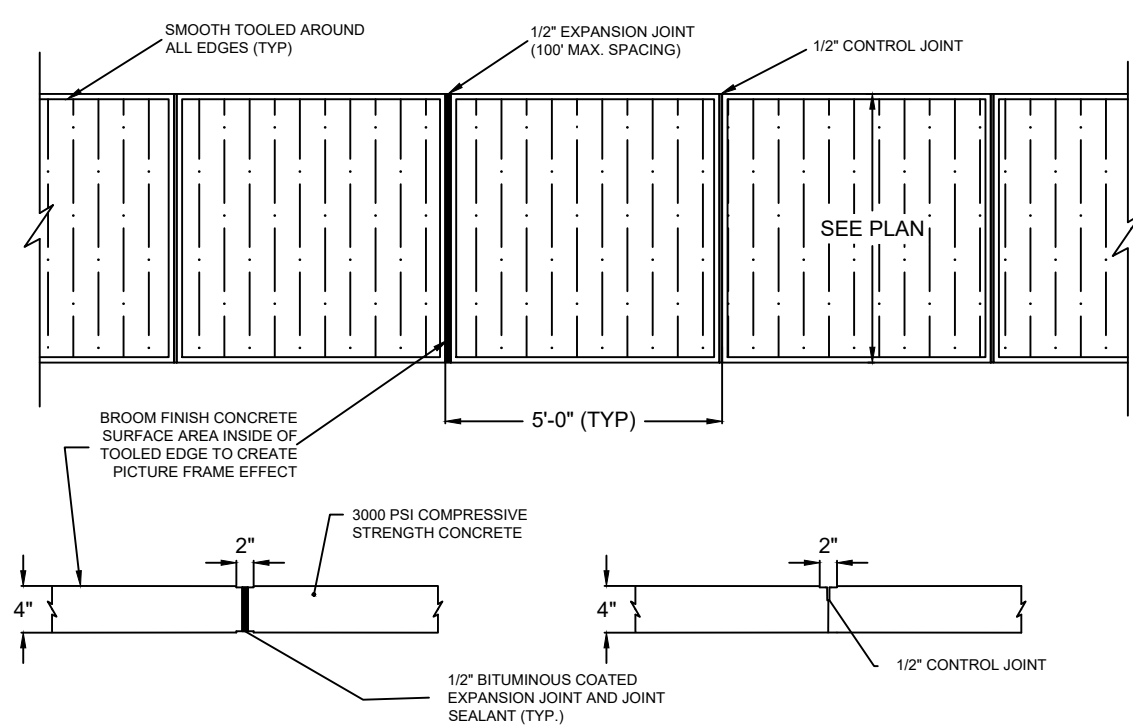


MIAMI CURB
NTS

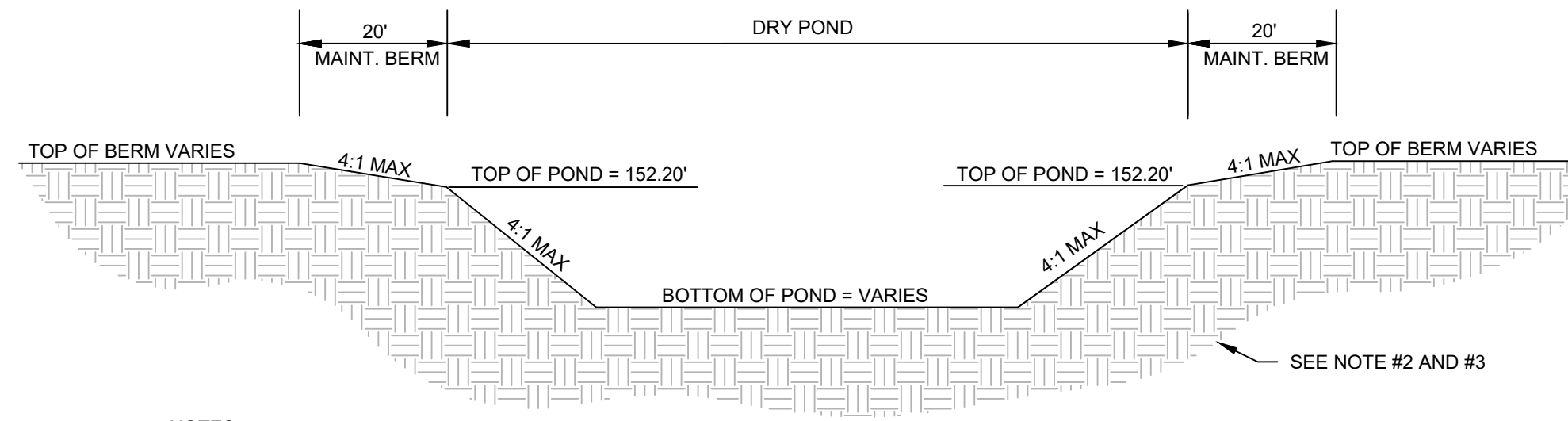


- 2" (TWO 1" LIFTS) SP-9.5 STRUCTURAL COURSE (TRAFFIC C) THE WEARING SURFACE SHOULD BE COMPACTED TO A MINIMUM DENSITY OF 95 PERCENT OF THE LABORATORY DENSITY AS DETERMINED BY THE MARSHALL STABILITY TEST METHOD (AASHTO T-245).
- 6" LIMEROCK BASE (LBR 100) QUALITY OF LIMEROCK TO BE IN ACCORDANCE WITH CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND COMPACTED TO A MINIMUM DENSITY EQUIVALENT TO 95 PERCENT OF THE MODIFIED PROCTOR (AASHTO T-180), PRIMED, COMPACTED TO 98% OF THE MAXIMUM DENSITY, PER AASHTO T-180.
- 12" TYPE B STABILIZED SUBGRADE (LBR 40) THE SUBGRADE SHOULD BE COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T-180) FOR A DEPTH OF 1 FOOT BELOW PAVEMENT SUBGRADE.

TYPICAL R/W DETAIL
NTS

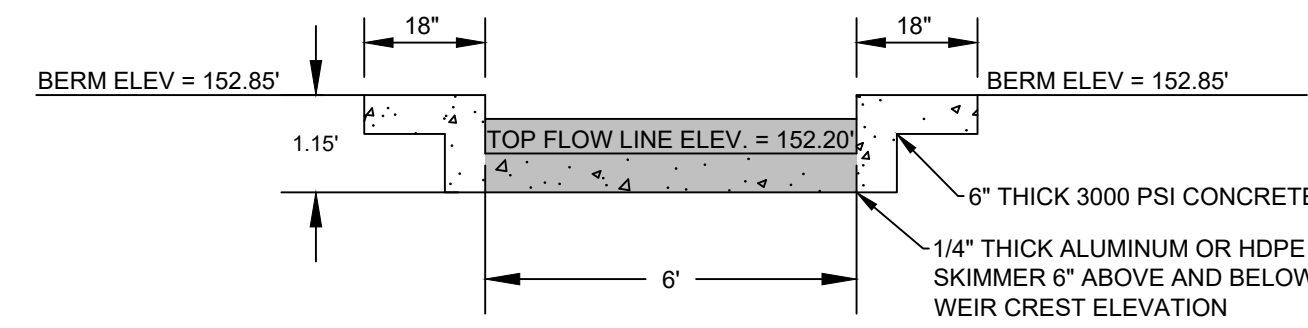


SIDEWALK DETAIL
NTS

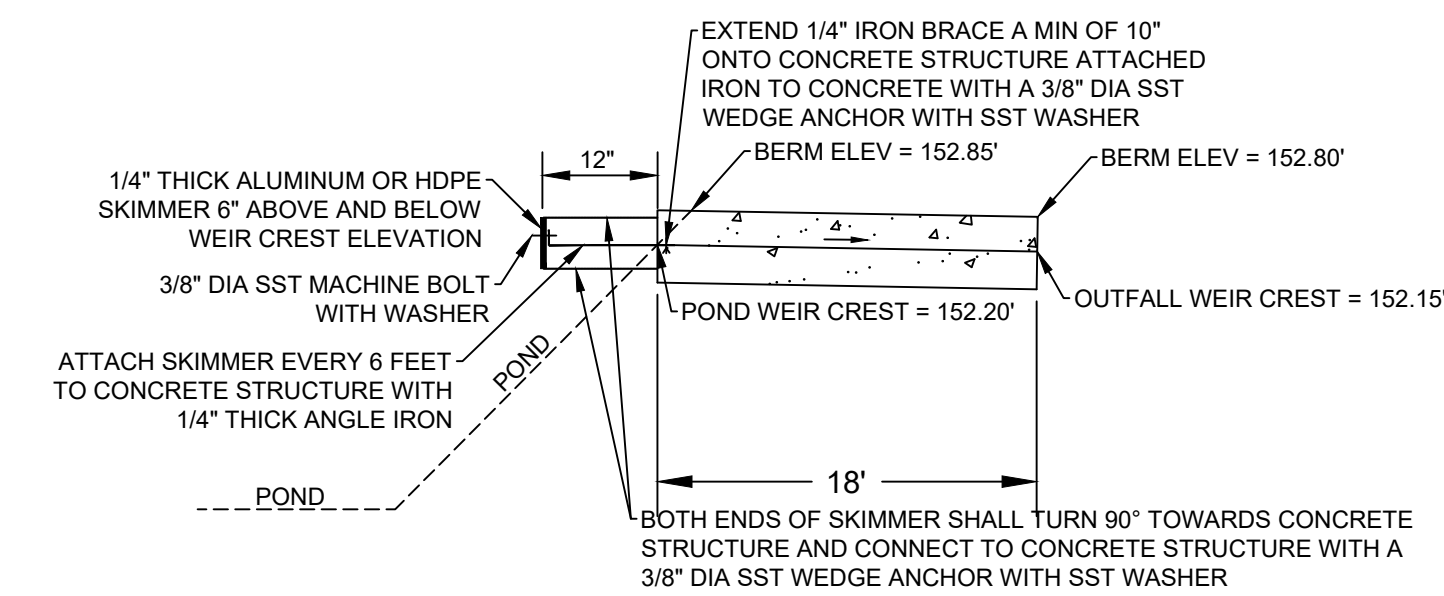


- NOTES
- BAHIA SOD SHALL BE USED ON POND SIDE SLOPES AND BERM. NON-MUCK GROWN SOD SHALL BE INSTALLED.
 - THE POND BOTTOM AREA SHOULD BE STRIPPED AND CLEARED OF TREES, SURFACE VEGETATION, TOP SOIL, ROOT LADEN SOILS, DEBRIS, AND ANY DELETERIOUS OR CLAYEY MATERIAL. POND BOTTOM TO BE SEEDED WITH ARGENTINE BAHIA SEEDS.

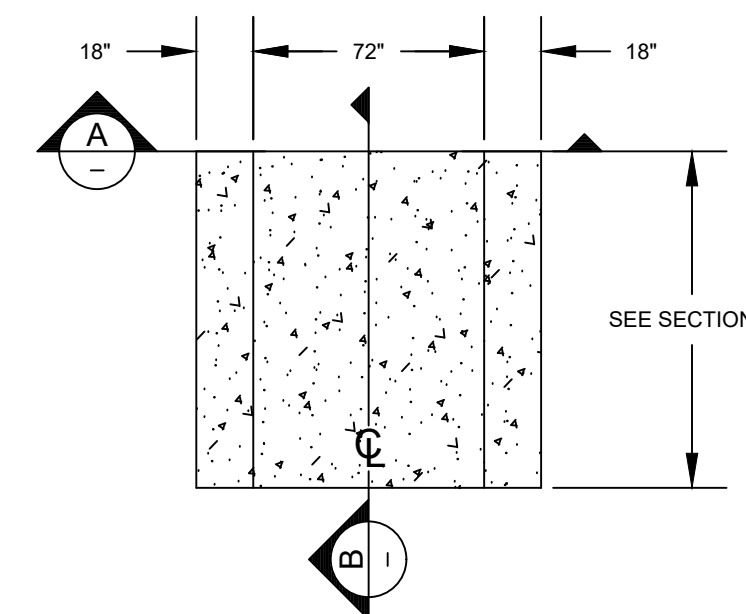
TYPICAL DRY POND DETAIL
NTS



SECTION A
NTS



SECTION B
NTS



POND EMERGENCY OVERFLOW WEIR DETAIL
NTS

CONSTRUCTION
DETAILS

ESTES RESERVE
SUBDIVISION

PROJECT # GE0152021

EUSTIS, FLORIDA

GERMANA ENGINEERING
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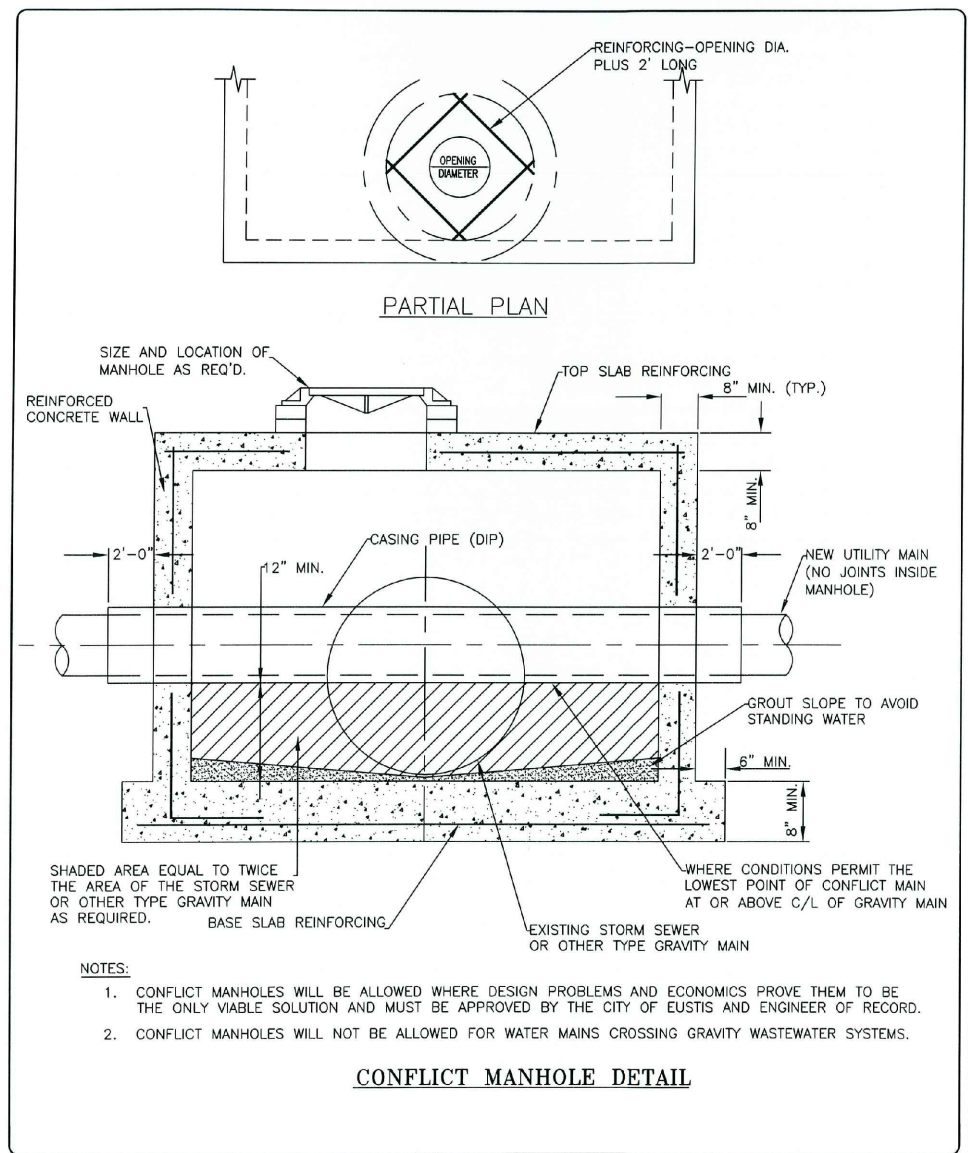
C12

This has been digitally signed and sealed by Christopher M. Germana. To view the digital signature for the seal and verify the signature must be verified in an electronic copy.

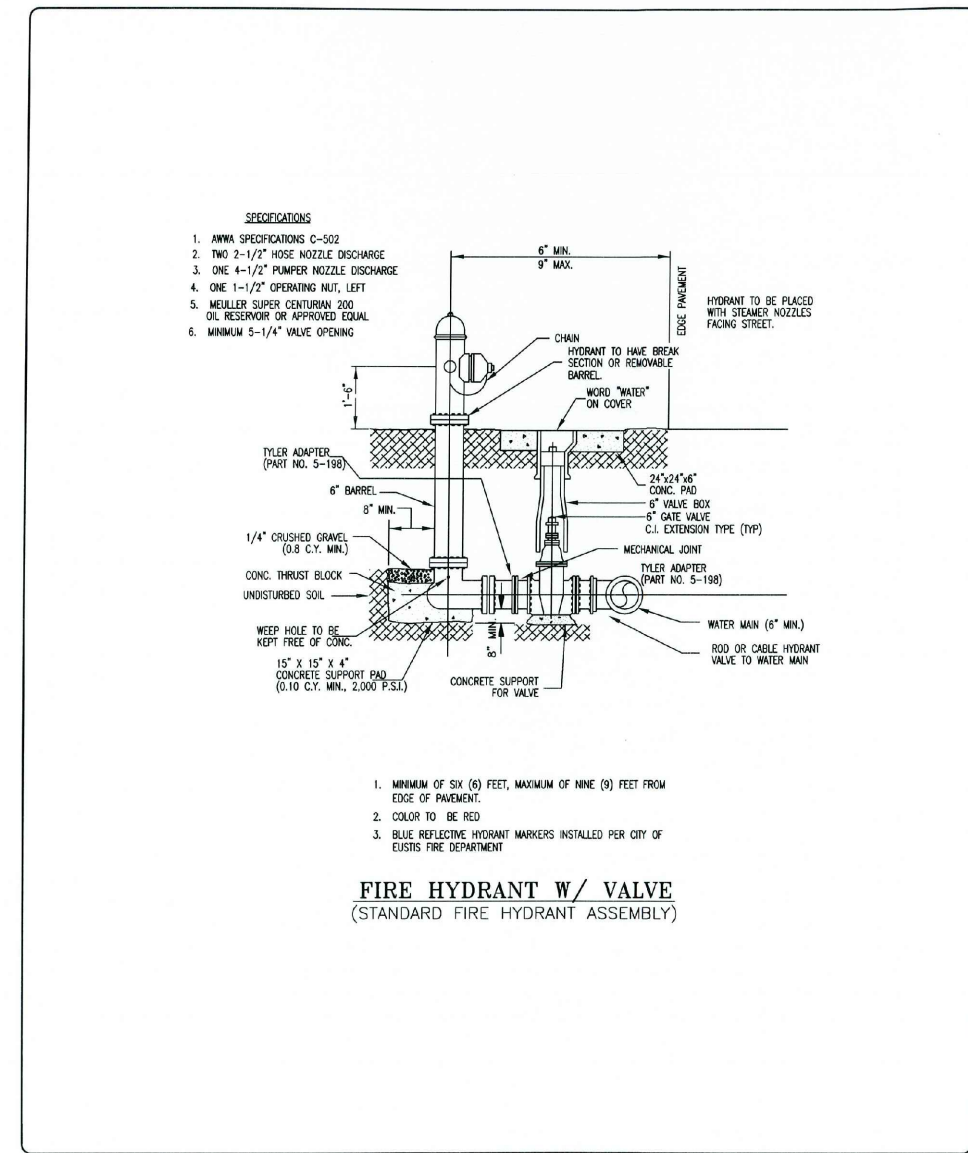
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by Christopher
M Germana
Date:
2023.02.08
17:21:28 -05'00'



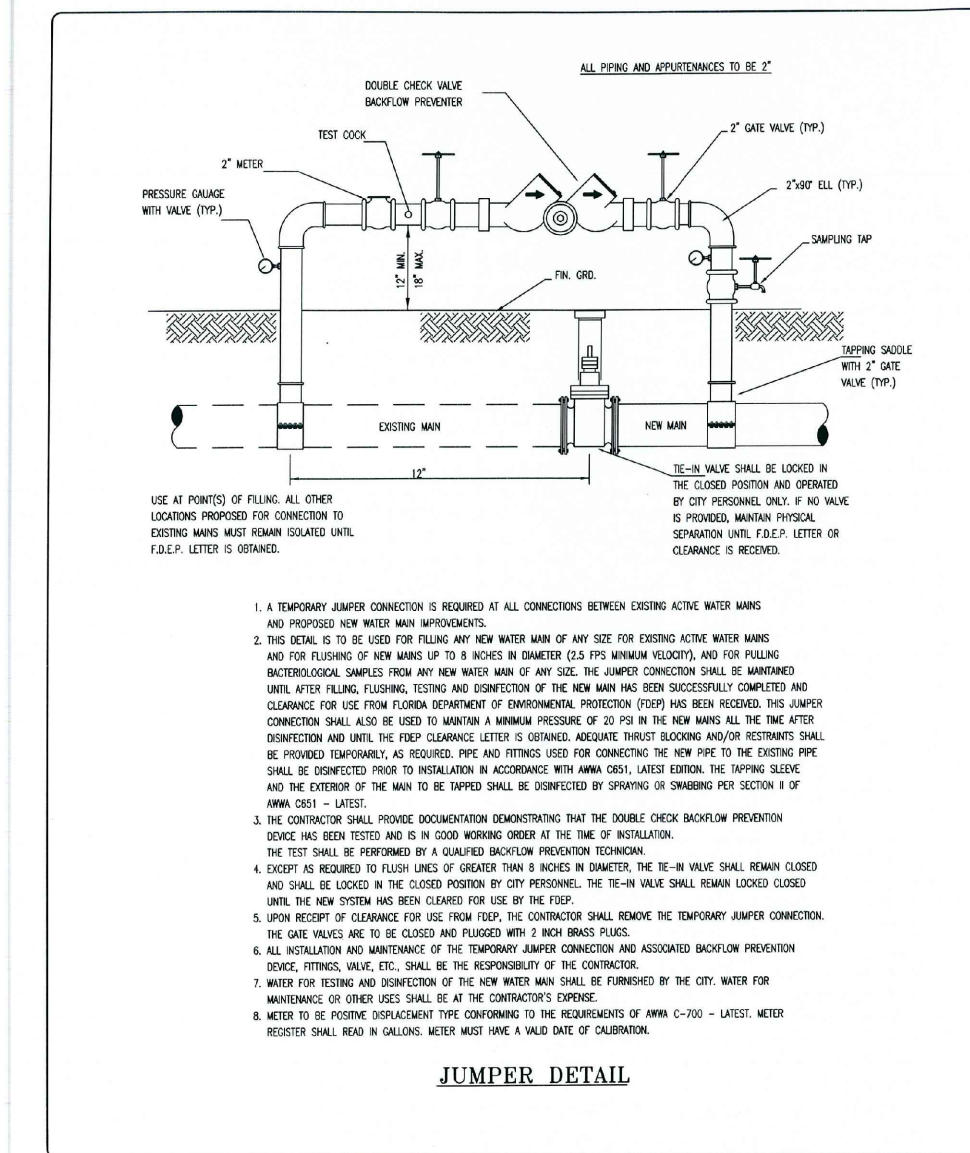
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FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279



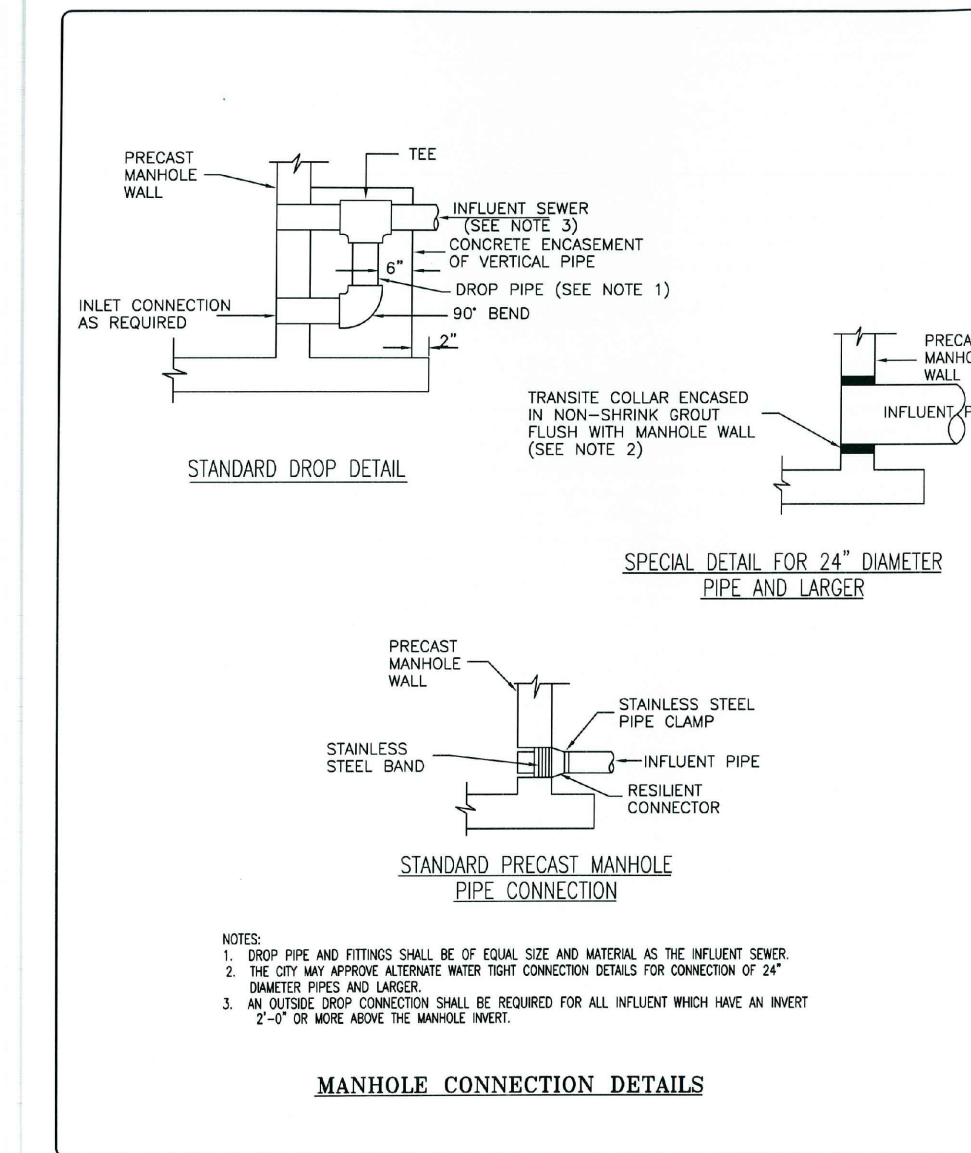
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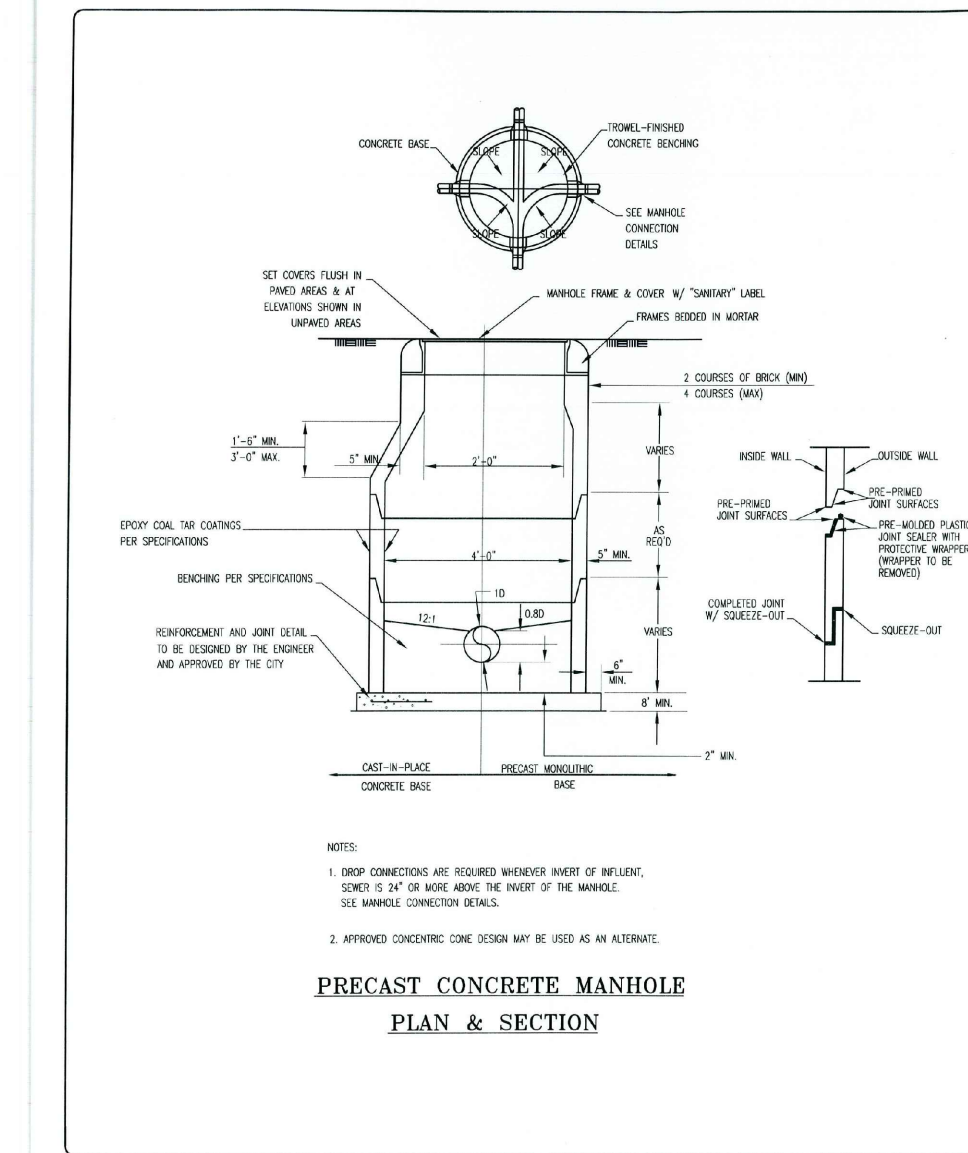
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CITY OF EUSTIS ENGINEERING DEPT. P.O. DRAWING 48 1000 GORVY CT. EUSTIS, FL 32727-0008 352-483-5480	JUMPER DETAIL	JOB NAME	DESIGN BY: MGR CHECKED BY: MGR DATE: NOV. 10, 2016 SHEET 07
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CITY OF EUSTIS ENGINEERING DEPT. P.O. DRAWING 48 1000 GORVY CT. EUSTIS, FL 32727-0008 352-483-5480	MANHOLE CONNECTION DETAILS	JOB NAME	DESIGN BY: MGR CHECKED BY: MGR DATE: NOV. 10, 2016 SHEET 07
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CITY OF EUSTIS ENGINEERING DEPT. P.O. DRAWING 48 1000 GORVY CT. EUSTIS, FL 32727-0008 352-483-5480	PRECAST CONCRETE MANHOLE	JOB NAME	DESIGN BY: MGR CHECKED BY: MGR DATE: NOV. 10, 2016 SHEET 07
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PIPE RESTRAINT LENGTHS

PIPE SIZE (INCHES)	1	2	3	4	5	6	8	10	12	14	16	18	20	24
11-1/4 BEND	2	3	4	5	6	7	8	9	10	11	12	13	14	15
12-1/2 BEND	3	4	5	6	7	8	9	10	11	12	13	14	15	16
14 BEND	4	5	6	7	8	9	10	11	12	13	14	15	16	17
16 BEND	5	6	7	8	9	10	11	12	13	14	15	16	17	18
18 BEND	6	7	8	9	10	11	12	13	14	15	16	17	18	19
20 BEND	7	8	9	10	11	12	13	14	15	16	17	18	19	20
24 BEND	9	10	11	12	13	14	15	16	17	18	19	20	21	22
30 BEND	12	13	14	15	16	17	18	19	20	21	22	23	24	25
36 BEND	15	16	17	18	19	20	21	22	23	24	25	26	27	28
42 BEND	18	19	20	21	22	23	24	25	26	27	28	29	30	31
48 BEND	21	22	23	24	25	26	27	28	29	30	31	32	33	34
54 BEND	24	25	26	27	28	29	30	31	32	33	34	35	36	37
60 BEND	27	28	29	30	31	32	33	34	35	36	37	38	39	40
72 BEND	33	34	35	36	37	38	39	40	41	42	43	44	45	46
84 BEND	39	40	41	42	43	44	45	46	47	48	49	50	51	52
96 BEND	45	46	47	48	49	50	51	52	53	54	55	56	57	58
108 BEND	51	52	53	54	55	56	57	58	59	60	61	62	63	64
120 BEND	57	58	59	60	61	62	63	64	65	66	67	68	69	70
144 BEND	69	70	71	72	73	74	75	76	77	78	79	80	81	82
168 BEND	81	82	83	84	85	86	87	88	89	90	91	92	93	94
192 BEND	93	94	95	96	97	98	99	100	101	102	103	104	105	106
216 BEND	105	106	107	108	109	110	111	112	113	114	115	116	117	118
240 BEND	117	118	119	120	121	122	123	124	125	126	127	128	129	130
264 BEND	119	120	121	122	123	124	125	126	127	128	129	130	131	132
288 BEND	121	122	123	124	125	126	127	128	129	130	131	132	133	134
312 BEND	123	124	125	126	127	128	129	130	131	132	133	134	135	136
336 BEND	125	126	127	128	129	130	131	132	133	134	135	136	137	138
360 BEND	127	128	129	130	131	132	133	134	135	136	137	138	139	140
384 BEND	129	130	131	132	133	134	135	136	137	138	139	140	141	142
408 BEND	131	132	133	134	135	136	137	138	139	140	141	142	143	144
432 BEND	133	134	135	136	137	138	139	140	141	142	143	144	145	146
456 BEND	135	136	137	138	139	140	141	142	143	144	145	146	147	148
480 BEND	137	138	139	140	141	142	143	144	145	146	147	148	149	150
504 BEND	139	140	141	142	143	144	145	146	147	148	149	150	151	152
528 BEND	141	142	143	144	145	146	147	148	149	150	151	152	153	154
552 BEND	143	144	145	146	147	148	149	150	151	152	153	154	155	156
576 BEND	145	146	147	148	149	150	151	152	153	154	155	156	157	158
600 BEND	147	148	149	150	151	152	153	154	155	156	157	158	159	160
624 BEND	149	150	151	152	153	154	155	156	157	158	159	160	161	162
648 BEND	151	152	153	154	155	156	157	158	159	160	161	162	163	164
672 BEND	153	154	155	156	157	158	159	160	161	162	163	164	165	166
696 BEND	155	156	157	158	159	160	161	162	163	164	165	166	167	168
720 BEND	157	158	159	160	161	162	163	164	165	166	167	168	169	170
744 BEND	159	160	161	162	163	164	165	166	167	168	169	170	171	172
768 BEND	161	162	163	164	165	166	167	168	169	170	171	172	173	174
792 BEND	163	164	165	166	167	168	169	170	171	172	173	174	175	176
816 BEND	165	166	167	168	169	170	171	172	173	174	175	176	177	178
840 BEND	167	168	169	170	171	172	173	174	175	176	177	178	179	180
864 BEND	169	170	171	172	173	174	175	176	177	178	179	180	181	182
888 BEND	171	172	173	174	175	176	177	178	179	180	181	182	183	184
912 BEND	173	174	175	176	177	178	179	180	181	182	183	184	185	186
936 BEND	175	176	177	178	179	180	181	182	183	184	185	186	187	188
960 BEND	177	178	179	180	181	182	183	184	185	186	187	188	189	190
984 BEND	179	180	181	182	183	184	185	186	187	188	189	190	191	192
1008 BEND	181	182	183	184	185	186	187	188	189	190	191	192	193	194
1032 BEND	183	184	185	186	187	188	189	190	191	192	193	194	195	196
1056 BEND	185	186	187	188	189	190	191	192	193	194	195	196	197	198
1080 BEND	187	188	189	190	191	192	193	194	195	196	197	198	199	200
1104 BEND	189	190	191	192	193	194	195	196	197	198	199	200	201	202
1128 BEND	191	192	193	194	195	196	197	198	199	200	201	202	203	204
1152 BEND	193	194	195	196	197	198	199	200	201	202	203	204	205	206
1176 BEND	195	196	197	198	199	200	201	202	203	204	205	206	207	208
1200 BEND	197	198	199	200	201	202	203	204	205	206	207	208	209	210
1224 BEND	199	200	201	202	203	204	205	206	207	208	209	210	211	212
1248 BEND	201	202	203	204	205	206	207	208	209	210	211	212	213	214
1272 BEND	203	204	205	206	207	208	209	210	211	212	213	214	215	216
1296 BEND	205	206	207	208	209	210	211	212	213	214	215	216	217	218
1320 BEND	207	208	209	210	211	212	213	214	215	216	217	218	219	220
1344 BEND	209	210	211	212	213	214	215	216	217	218	219	220	221	222
1368 BEND	211	212	213	214	215	216	217	218	219	220	221	222	223	224
1392 BEND	213	214	215	216	217	218	219	220	221	222	223	224	225	226
1416 BEND	215	216	217	218	219	220	221	222	223	224	225	226	227	228
1440 BEND	217	218	219	220	221	222	223	224	225	226	227	228	229	230
1464 BEND	219	220	221	222	223	224	225	226	227	228	229	230	231	232

Plan 340-Madison Frame v5.0



Elevation "A"



Elevation "B2"



Elevation "B3"



Elevation "C3"



Elevation "E"



Elevation "F2"

Plan 340-Madison Frame v5.0

2 Story | 4 Bedroom | 2.5 Bath | 2 Car Garage
1st Floor 9' Ceilings | 2nd Floor 8' Ceilings
with Vinyl Plank Flooring throughout

Rev 08.19.22



Plan 340-Madison Frame v5.0



Plan 340-Madison Frame v5.0
2 Story | 4 Bedroom | 2.5 Bath | 2 Car Garage
1st Floor 9' Ceilings | 2nd Floor 8' Ceilings
with Vinyl Plank Flooring throughout

Rev 08.19.22



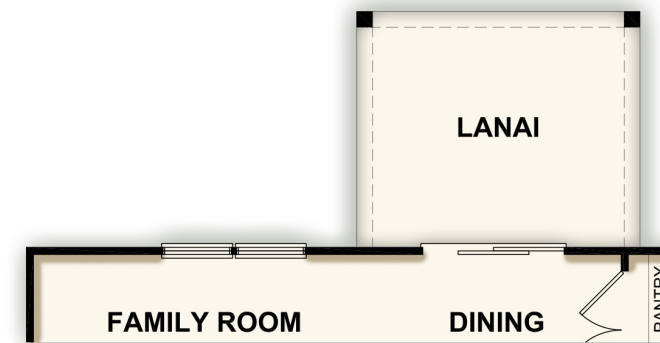
Plan 340-Madison Frame v5.0



FIRST FLOOR PLAN
BASE ELEVATION SHOWN



SECOND FLOOR PLAN
BASE ELEVATION SHOWN



OPTIONAL LANAI

Plan 340-Madison Frame v5.0
 2 Story | 4 Bedroom | 2.5 Bath | 2 Car Garage
 1st Floor 9' Ceilings | 2nd Floor 8' Ceilings
 with Vinyl Plank Flooring throughout

Rev 08.19.22



Plan 370-Roosevelt CMU v5.0



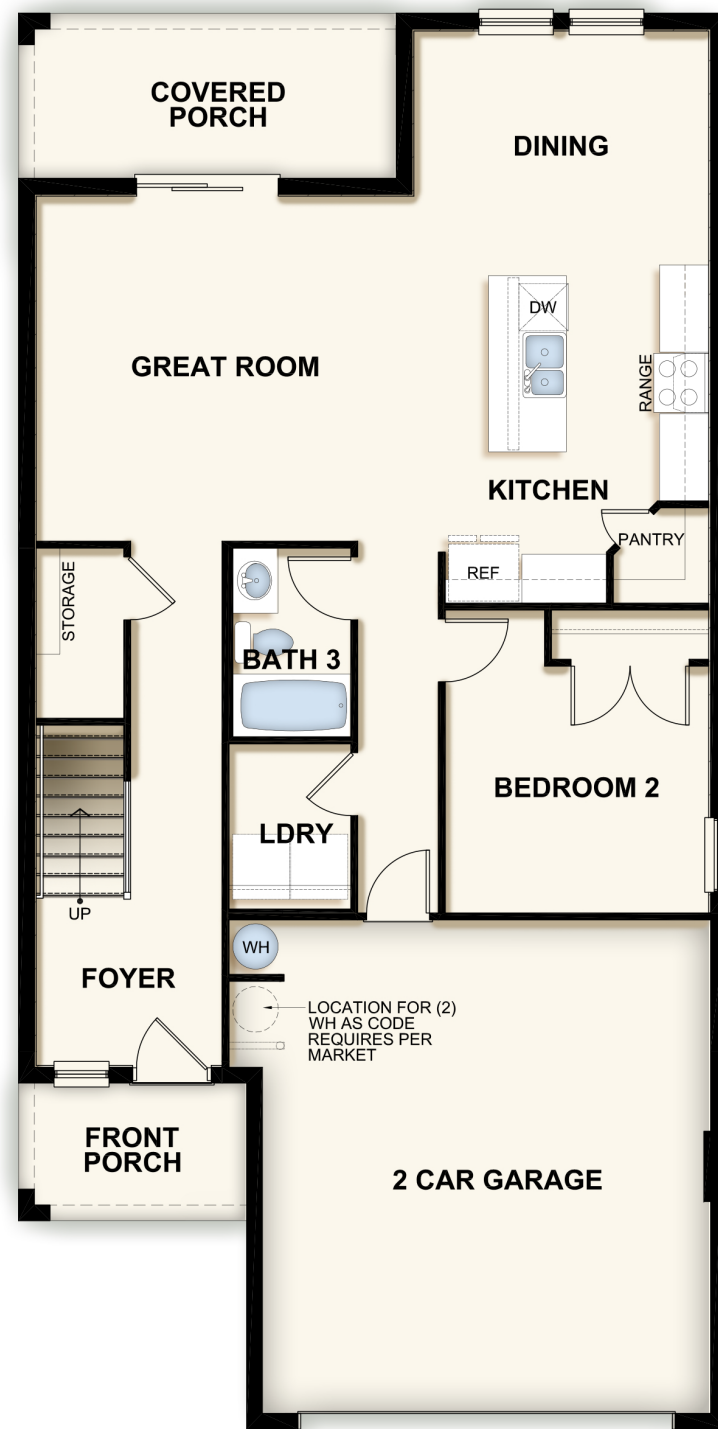
Plan 370-Roosevelt CMU v5.0

2 Story | 5 Bedroom | 3 Bath | 2 Car Garage
1st Floor 9'-4" Ceilings | 2nd Floor 8' Ceilings
with Vinyl Plank Flooring throughout

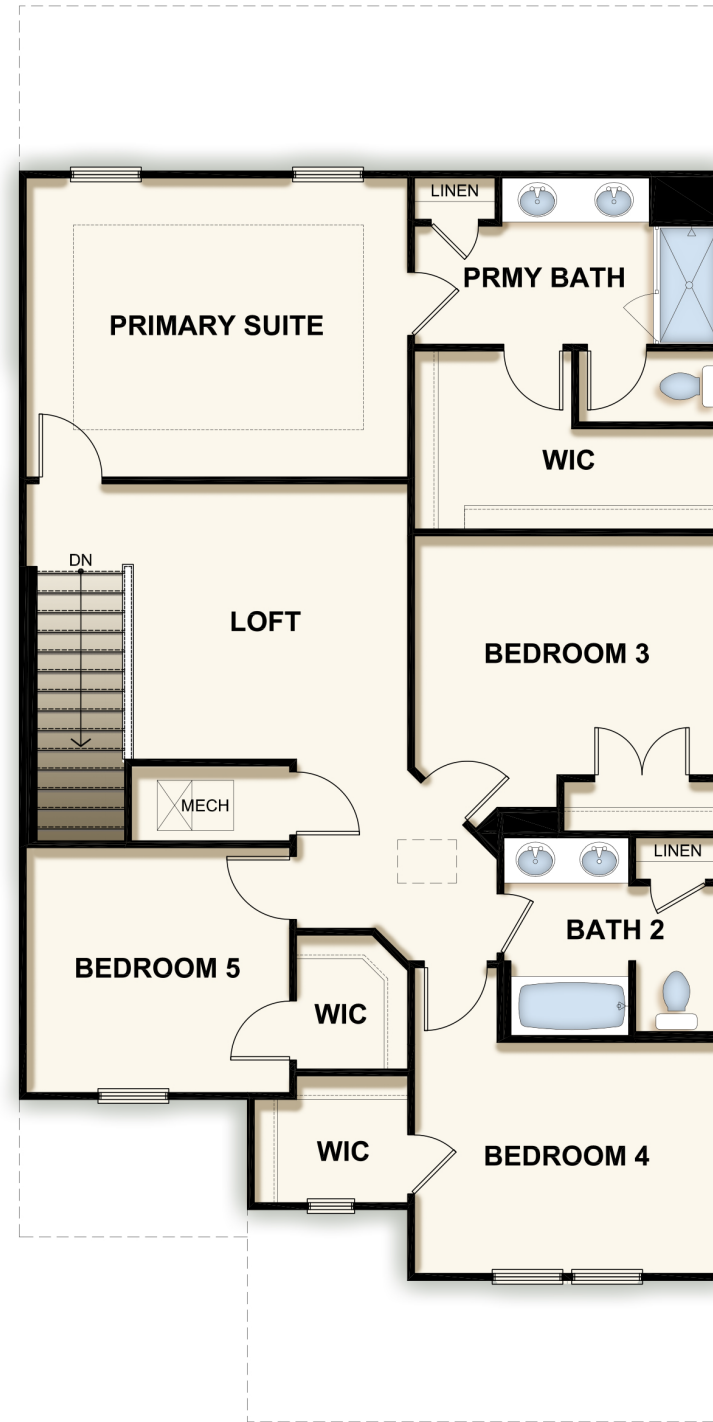
Rev 07.20.22



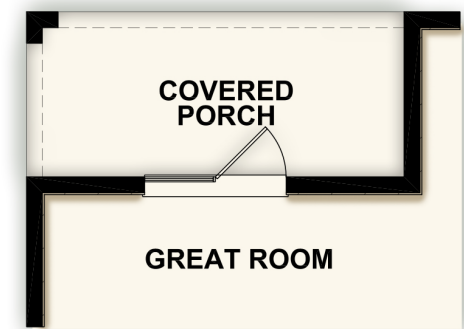
Plan 370-Roosevelt CMU v5.0



FIRST FLOOR PLAN
BASE ELEVATION SHOWN



SECOND FLOOR PLAN
BASE ELEVATION SHOWN



OPTIONAL 6068 FRENCH DOOR

Plan 370-Roosevelt CMU v5.0
2 Story | 5 Bedroom | 3 Bath | 2 Car Garage
1st Floor 9'-4" Ceilings | 2nd Floor 8' Ceilings
with Vinyl Plank Flooring throughout

Rev 07.20.22





City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: MARCH 2, 2023
 RE: RESOLUTION NUMBER 23-21
 ADDENDUM TO A COMMERCIAL LEASE WITH THE LAKE EUSTIS AREA
 CHAMBER OF COMMERCE, INC. FOR 1 WEST ORANGE AVENUE

Introduction:

Resolution Number 23-21 authorizes the City Manager to execute an Addendum to a Commercial Lease with the Lake Eustis Area Chamber of Commerce for the building located at 1 West Orange Avenue in Eustis.

Recommended Action:

Staff recommends approval of Resolution Number 23-21.

Background:

Upon purchase of the building by the City in 2012, representatives of the Lake Eustis Museum of Art approached City staff expressing interest in using the building at 1 West Orange Avenue for their museum activities. LEMA occupied the building from September 2012 to April 2019.

With the announcement that LEMA would be vacating the building in April 2019, the City received a letter from the Lake Eustis Area Chamber of Commerce requesting that the City consider leasing the building to the Chamber. At the June 6, 2019 City Commission meeting, the Eustis City Commission approved Resolution 19-50 entering into a Commercial Lease with the Chamber for 1 West Orange Avenue. That agreement included monthly rent of \$800 and a five-year term with three additional five-year extensions.

Representatives of the Chamber recently approached the City with a request for reduced rent. Due to foundation settling issues and problems with flooring, a portion of the building has had limited use. On February 16, the Eustis City Commission had a discussion related to the building and the request to reduce rent. The consensus from the Commission was to reduce rent for one year and to facilitate a relocation for the Chamber.

Resolution Number 23-21 authorizes the City Manager to execute an Addendum to the original lease. The Addendum reduces the monthly rent amount to \$550 and revises the expiration of the lease to February 29, 2024. The Addendum also adds a provision allowing for a month to month arrangement after the expiration of the lease.

Alternatives:

1. Approve Resolution Number 23-21, authorizing the City Manager to execute the proposed Addendum to a Commercial Lease with the Lake Eustis Area Chamber of Commerce, Inc.
2. Deny Resolution Number 23-21.
3. Modify the proposed lease agreement.

Community Input:

There will be an opportunity for community input when Eustis City Commission considers this item.

Budget / Staff Impact:

The City would be forgoing \$250 in revenue per month, or \$3,000 over 12 months. However, facilitating the relocation of the Chamber will allow the City to potentially avoid costly renovations to the building.

Prepared By:

Tom Carrino, City Manager

Attachments:

Resolution Number 23-21 with Attached Addendum to a Commercial Lease
Resolution Number 19-50 with Attached Commercial Lease

RESOLUTION NUMBER 23-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO A COMMERCIAL LEASE AGREEMENT WITH THE LAKE EUSTIS AREA CHAMBER OF COMMERCE, INC. FOR CITY-OWNED PROPERTY AT ONE WEST ORANGE AVENUE.

WHEREAS, the City of Eustis, Florida owns the following described property, including a 2,278 square foot building:

From the Southeast corner of Block 57, according to the official Plat of the City of Eustis, as recorded in Plat Book 1, Page 79, Public Records of Lake county, Florida, run thence South 86° 56' 30" West along the South line of said Block 57 a distance of 18.50 feet for a Point of Beginning, continue thence South 86° 56' 30" West along the South line of Block 57 a distance of 103 feet, more or less to the waters of Lake Eustis for a Point of Beginning designated as Point "A". Begin again at the Point of Beginning, run thence North 01° 57' 20" East 79.29 feet, thence North 88° 02' 40" West 45.00 feet, thence North 0° 56' 10" East 46 feet, more or less, to the waters of Lake Eustis, thence Southwesterly and Southerly along said water of Lake Eustis to the above designated Point "A" for a Point of Terminus. and

WHEREAS, the Eustis City Commission approved Resolution Number 19-50 entering into a Commercial Lease with the Lake Eustis Area Chamber of Commerce, Inc. (Chamber), a Florida non-profit corporation, for the building on the subject property to facilitate the Chamber's business support and business development activities; and

WHEREAS, the City finds that it is in the public interest to support the Lake Eustis Area Chamber of Commerce and their activities to create a healthy business environment; and

WHEREAS, due to limited use of portions of the building, the City has determined it is appropriate to enter into an Addendum modifying the provisions of the Commercial Lease to include a reduction of rent to \$550 per month and the term of the lease.

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 Addendum to a Commercial Lease Agreement with the Lake Eustis Area Chamber of Commerce, Inc.

Addendum to a Commercial Lease

This Addendum to a Commercial Lease is made and entered into on _____, between the City of Eustis, a Florida municipality ("Landlord"), and Lake Eustis Area Chamber of Commerce, Inc., a Florida Non-Profit Corporation ("Tenant"). This Addendum shall be attached to the Commercial Lease dated June 6, 2019 between the Landlord and Tenant. The original lease is modified as hereinafter set forth via ~~strike through~~/underline:

1.1 Base Term of Lease. Landlord leases to Tenant the above premises for a term commencing on July 1, 2019, and terminating on midnight February 29, 2024, or sooner as provided herein.

2.2 Base Rent. Tenant shall pay to Landlord rent during the term of this lease. Tenant shall pay to Landlord the Basic Rental, as hereinafter provided, in equal monthly installments of \$800.00 in advance on the first day of each full calendar month through February 2023. Commencing on March 1, 2023, Tenant shall pay to Landlord the Basic Rental, as hereinafter **provided**, in equal monthly installments of \$550.00 in advance on the first day of each full calendar month through February 2024. In addition to the Basic Rental, Tenant shall pay Landlord all applicable taxes then in force, if any, which may be imposed on rents to be received by the Landlord. All rent shall be paid in advance. The first payment shall also include any prorated Basic Rental for the period from the commencement date of this Lease to the first day of the first full calendar month in the term of this Lease. All payments due hereunder shall be made payable to Landlord at the above referenced address, unless notified otherwise in writing by Landlord.

26.5 It is distinctly understood and agreed by and between the Landlord and the Tenant that any holding over by Tenant of the herein leased premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of Landlord.

In Witness Whereof, the parties have executed this lease as of the day and year first above written.

Landlord: CITY OF EUSTIS

By: _____
Print Name: Tom Carrino
Position: City Manager

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this ___ day of 2023, by Tom Carrino, City Manager of the City of Eustis, ___ who is personally known to me or ___ who produced Florida Driver License as identification, and who did/did not take an oath.

Notary Public
My Commission Expires:

Tenant: _____

By: _____
Print Name:
Position: Authorized Officer

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this ___ day of _____, 2023 by, _____, who is personally known to me or ___ who produced Florida Drivers License as identification, and who did/did not take an oath.

Notary Public
My Commission Expires

Commercial Lease

This Agreement is made and entered into on June 6 2019, between the City of Eustis, a Florida municipality ("Landlord"), and Lake Eustis Area Chamber of Commerce, Inc. a Florida Non Profit Corporation ("Tenant"). Tenant has requested and Landlord has agreed to lease the following property and the improvements located thereon under the terms and provisions hereinafter set forth:

From the Southeast corner of Block 57, according to the official Plat of the City of Eustis, as recorded in Plat Book 1, Page 79, Public Records of Lake county, Florida, run thence South 86° 56' 30" West along the South line of said Block 57 a distance of 18.50 feet for a Point of Beginning, continue thence South 86° 56' 30" West along the South line of Block 57 a distance of 103 feet, more or less to the waters of Lake Eustis for a Point of Beginning designated as Point "A". Begin again at the Point of Beginning, run thence North 01° 57' 20" East 79.29 feet, thence North 88° 02" 40" West 45.00 feet, thence North 0° 56' 10" East 46 feet, more or less, to the waters of Lake Eustis, thence Southwesterly and Southerly along said water of Lake Eustis to the above designated Point "A" for a Point of Terminus.

Address: 1 West Orange Avenue, Eustis, FL 32726

The access and use of the adjoining parking lot is included in this agreement.

The above described property and the improvements located thereon are hereinafter referred to as the "leased premises".

I. Term

1.1 Base Term of Lease. Landlord leases to Tenant the above premises for a term of five (5) years commencing on July 1, 2019, and terminating on midnight June 30, 2024, or sooner as provided herein.

1.2 Lease Extensions. Tenant at its sole discretion, shall have the option to extend the lease up to three (3) consecutive times for a term of five (5) additional years for a maximum Lease Extension term of Fifteen (15) years after the Base Term of Five (5) years. Each of the Five (5) Year Lease Extensions shall automatically be exercised Unless Tenant gives Landlord written notification no less than 180 days prior to any automatic renewal of Tenant's desire to NOT exercise its remaining option(s) to extend the Lease Term. The Tenant shall have the right to a total of three (3) five (5) year Lease extensions after the Base Lease Term.

II. Rent

2.1 Rent Payment. Tenant will pay to Landlord minimum base rent for the leased premises, at City of Eustis, P.O. Drawer 68, Eustis, FL 32727-0068 or such place as Landlord may designate in writing, on the first day of each month of the lease term, plus applicable sales tax.

2.2 Base Rent. Tenant shall pay to Landlord rent during the term of this lease. Tenant shall pay to Landlord the Basic Rental, as hereinafter provided, in equal monthly installments of \$800.00 in advance on the first day of each full calendar month during the term of this Lease. In addition to the Basic Rental, Tenant shall pay Landlord all applicable taxes then in force, if any,

which may be imposed on rents to be received by the Landlord. All rent shall be paid in advance. The first payment shall also include any prorated Basic Rental for the period from the commencement date of this Lease to the first day of the first full calendar month in the term of this Lease. All payments due hereunder shall be made payable to Landlord at the above referenced address, unless notified otherwise in writing by Landlord.

2.3 Late Payment Charge. Tenant will be assessed a late payment charge equal to 5% of the monthly payment due and payable for any monthly payment received after the tenth day of the month in which the payment is due and payable, which charge becomes immediately due and payable.

2.4 Sales Tax. In addition to the above rent, Tenant will pay Landlord all applicable sales taxes, if any, which may be imposed on rents to be received by the Landlord.

2.5 Proration of Rent. If Landlord delivers possession on other than the first day of the month, Tenant will occupy the leased premises under the terms of this lease and, the pro-rata portion of the monthly rent for said month will be paid upon Landlord's delivery of possession.

III. Repairs And Maintenance

3.1 Repairs and Maintenance to the Exterior. Landlord shall provide normal maintenance to the exterior of the leased premises, including, but not limited to, repairs to the exterior of the building of which the leased premises are a part, including but not limited to repairs to roof, exterior walls, foundations, floor construction, pipes and conduits leading to the leased premises from utility installations, sidewalks, parking areas and curbs. The Landlord shall pay for each repair costing a total of \$500 or more, and the Tenant shall pay for any repair costing a total of less than \$500. If Landlord is required to make any repairs by reason of Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent which shall thereafter become due and payable.

3.2 Repairs and Maintenance to the Interior. Landlord shall provide normal maintenance to the interior of the leased premises, including, but not limited to, repairs to the plumbing, electrical, air conditioning and lighting systems within the leased premises. Tenant shall at all times keep the leased premises and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the leased premises. The Landlord shall pay for each repair costing a total of \$500 or more, and the Tenant shall pay for any repair costing a total of less than \$500. If Landlord is required to make any repairs by reason of Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent which shall thereafter become due and payable.

Notwithstanding anything contained herein, Tenant shall not be responsible for any failure of the building structure caused by ground erosion, settlement or instability of the ground or foundation so long as such failure was not caused by a negligent act of Tenant.

IV. Signs

4.1 Tenant may erect and maintain a sign only upon written approval of Landlord. Landlord shall not unreasonably withhold approval for the placing of signs. Tenant shall be responsible for

obtaining and paying for all permits required for the erection of any sign. Tenant shall replace or repair all signage as necessary to maintain same in good working order. Tenant shall remove all signage at the end of the lease term and repair any damage to the premises caused by the installation and removal of the signage.

Landlord will work with Tenant to identify possible signage locations on adjacent City-owned property or right-of-way for appropriate, code-compliant signage and Landlord will not charge Tenant for use of the sign Location.

V. Use Of Premises

5.1 The leased premises may be used by Tenant for any lawful purposes whatsoever. Further, Tenant shall not violate any applicable local, county, federal or state laws, rules, regulations, and ordinances applicable to the use and occupancy of the leased premises, or restrictions recorded in the public records, as applicable.

VI. Assignment And Subletting

6.1 Without the prior written consent of Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the leased premises or any part thereof. The consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this lease.

This section does not prohibit room or special event rentals.

VII. Alterations, Improvements and Liens

7.1 Tenant shall make no alterations to the building on the leased premises or the parking lot or construct any building or make other improvements on the leased premises without the prior written consent of Landlord, such consent shall not be unreasonably withheld. All alterations, changes, and improvements built, constructed or placed on the leased premises by Tenant, with the exception of movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the leased premises at the expiration or sooner termination of this lease.

7.2 Tenant has no power to do any act or acts to make or enter into any contract that may create or be the foundation for any lien, mortgage or other encumbrance on the reversion or other estate of Landlord, or of any interest of Landlord in the leased premises or in the buildings or improvements thereon without the prior written consent of Landlord. Should Tenant cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the leased premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither Landlord nor the leased premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. Tenant shall be solely and wholly liable for the cost and responsible for all such alterations, rebuilding, replacements, changes, additions, improvements and repairs caused by Tenant, and contractors, labor and material utilized therein.

If any act or omission (or alleged act or omission) of Tenant results in any construction or

mechanic's or other lien, charge or order for the payment of money shall be filed against the leased premises or any building or improvement thereon, or against Landlord or any conditional bill of sale or chattel mortgage shall be filed for or affecting any equipment or any materials used in the construction or alteration of any such building or improvement (whether or not such lien, charge or order, condition, bill of sale or chattel mortgage is valid or enforceable as such), then Tenant shall at its own cost and expense cause the same to be canceled and discharged of record or bonded within thirty (30) days after the date of filing thereof. Any discharge, cancellation or bonding of any lien, encumbrance, charge or order for payment must be presented by Tenant in writing with the proper supporting documentation to Landlord. Failure to perform hereunder shall be deemed an event of default under this Lease.

VIII. Utilities And Ad Valorem Taxes

8.1 Utility Services. Tenant shall be responsible for arranging and paying for all utility services required on the leased premises. Tenant shall post the necessary deposits to obtain utilities service.

8.2 Ad Valorem Taxes. Tenant represents and warrants that it is a not-for-profit Florida Corporation and has 501(c) 6 tax exempt status with the United States Internal Revenue Service. If there are any taxes, Tenant shall be responsible for and pay any and all ad valorem real property taxes and any personal property taxes assessed or levied against the leased premises and improvements located thereon and the equipment, furnishings, inventory and other tangible personal property located therein, during the entire term of this Lease.

Landlord shall furnish to Tenant all ad valorem real property tax bills received by Landlord promptly upon Landlord's receipt of same. In addition to ad valorem real and personal property taxes, Tenant shall be solely responsible for payment of all regular and special assessments imposed by the applicable owners association and shall pay all sales or other taxes that are due on any payments made, in any form, under this Lease.

In the event any governmental authority having jurisdiction shall levy any assessments against any property comprising the leased premises for public betterments or improvements, Tenant shall also pay to Landlord as additional rent the full amount of such assessment. Landlord shall have the option to take the benefit of the provisions of any statute or ordinance allowing assessments to be paid over a period of time. Nothing herein contained shall be construed to include within the term "taxes" or "assessments" any inheritance, estate, succession, transfer, gift, franchise, corporation or income taxes that is or may be imposed upon Landlord; provided, however, that if any time prior to or during the term of this Lease the methods of taxation prevailing at the date of this Lease shall be altered so that in addition to, in lieu of, or as a substitute for the whole or any part of the taxes or assessments now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on or measured by the rents received from such real estate, or (ii) a tax or license fee imposed on Landlord that is otherwise measured or based in whole or in part on the leased premises, then the same shall be included in the taxes and assessments under this section, but only in such amounts as would be payable by Landlord if the leased premises was the only property of Landlord subject to such taxes or fees.

In addition to the rent, additional rent, and any other sums or charge provided for herein, Tenant shall pay all applicable sales, use or other tax thereon or on any other sum due under this Lease.

IX. Entry For Inspection And Repairs

9.1 Landlord shall have the right to enter the leased premises at all reasonable hours to (i) make inspections, and (ii) whenever necessary, to make repairs and alterations to the leased premises.

X. Waste, Nuisance, Or Unlawful Use

10.1 Tenant agrees that it shall not commit waste on the leased premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the leased premises to be used in an unlawful manner.

XI. Destruction Of Premises And Eminent Domain

11.1 In the event the leased premises are destroyed or rendered permanently untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Tenant, or if the same are taken by eminent domain, this lease shall terminate except for the purpose of enforcing rights that may have accrued hereunder.

11.2 Should only a part of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, the rent shall abate in the proportion which the injured part or portion of the leased premises bears to the whole leased premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

11.3 A condemnation award shall belong exclusively to Landlord.

XII. Waivers

12.1 A waiver by Landlord of a breach of any covenant or duty of Tenant under this lease can only be done in writing.

XIII. FIRST RIGHT OF REFUSAL TO PURCHASE

13.1 If during the term of this Lease the Landlord proposes to sell the property subject to this Agreement, the Tenant shall have the right to purchase the property described herein. The sale price will be determined at the time of proposed sale by mutual agreement of the parties. Landlord shall not sell the property to anyone for less than the lowest price offered to Tenant without giving Tenant the option to the lowest price offered to any third party.

XIV. Notices

14.1 All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail and addressed as follows:

To Landlord: Ronald R. Neibert, City Manager
 City of Eustis
 P.O. Drawer 68
 Eustis, FL 32727-0068

To Tenant: Lake Eustis Area Chamber of Commerce, Inc.
 Attn: President
 1 West Orange Avenue
 Eustis, FL 32726

XV. Default

15.1 Tenant shall have breached this lease and shall be considered in default hereunder if (i) involuntary proceedings are instituted against Tenant under any bankruptcy act, (ii) Tenant fails to pay any rent within ten (10) days from the date the rent is due, or (iii) Tenant fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days, or (iv) If any judgment, claim of lien or any attachment or execution against any of the leased premises for any amount, resulting from any action, inaction or omission on the part of Tenant, remains unpaid, unstayed, or undismissed for a period of more than thirty (30) days. Notwithstanding the foregoing, Tenant shall not be in default hereunder as long as any construction liens or other encumbrances which may be filed against the leased premises, resulting from any action, inaction or omission on the part of Tenant, are released or bonded off within 30 days of the filing of the construction lien or other encumbrance.

15.2 Should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may time to time, without terminating this lease relet the leased premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord in their sole discretion may deem advisable with a right to make alterations and repairs to the leased premises. On each such reletting (a) Tenant shall be immediately liable to pay Landlord, in addition to any indebtedness other than rent due hereunder, the expense of such reletting and for such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the leased premises for such period on such reletting; or (b) at the option of Landlord, rents received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such reletting and of such alteration and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If Tenant has been credited with any rent to be received by such reletting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new Tenant, or if such rentals received from such reletting under option (b) hereof during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Landlord shall be construed as an election on the part of Landlord to terminate this lease unless the written notice of such intention is given to Tenant or unless the written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of a competent jurisdiction.

Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach. Should Landlord at any time terminate this lease for any breach, in addition to any other remedy they may have, they may recover from Tenant all damages they may incur by reason of such breach, including the cost of recovering the leased premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

15.3 Notwithstanding the foregoing, In the event Tenant defaults under any terms of this lease, Landlord may elect on written notice to Tenant to accelerate all payments of monies due Landlord during the term of this lease, which payments will be immediately due and payable in full without further notice to Tenant.

15.4 Tenant shall be responsible for and shall pay any and all attorney's fees and cost incurred by Landlord arising out of the enforcement of this lease, whether or not litigation, which includes appeals and bankruptcy, be brought, or arising from the enforcement of any rights and remedies afforded Landlord by this lease and Florida law.

15.5 By signing this Agreement Tenant hereby agrees that upon surrender or abandonment, as defined by the Florida Statutes, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property.

XVI. Entire And Binding Agreement

16.1 This lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors and assigns. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Tenant and Landlord and their respective successors and assigns, except as may be otherwise expressly provided in this lease.

XVII. Insurance

17.1 Tenant shall be responsible for maintaining insurance on Tenant's contents and equipment if tenant desires insurance on Tenants content and equipment. Landlord shall insure the premises and building.

XVIII. Tenant's Acceptance Of Leased Premises

18.1 Tenant acknowledges that Tenant has examined the leased premises, including but not limited to, the land, improvements located thereon and fixtures on or in the leased premises, and agrees to accept the same in an "AS IS" condition as of July 1st, 2019, without any further responsibilities on the part of Landlord for any construction, repairs, alterations, or additions unless otherwise specifically stated in this lease or as agreed upon by both parties.

18.2 Tenant represents to Landlord that Tenant has made all investigations deemed necessary by Tenant and that Tenant is familiar with the leased premises and has made a complete physical inspection thereof, and has conducted such independent investigations as Tenant deems necessary or appropriate concerning the leased premises. Tenant hereby recognizes that Tenant is relying solely on its own inspection, investigation and analysis of the foregoing matters in leasing the leased premises and not relying in any way on any representations, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Landlord, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

18.3 Landlord makes no warranty of any type, either express or implied, as to the physical condition of the leased premises, including but not limited to, the roof and other structural components and improvements. Landlord has received no notice form any governmental agency as to a currently uncorrected building or safety code violation.

XIX. Time Of The Essence

19.1 Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

XX. Subordination Of Lease

20.1 Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of all such mortgages as may be desired by the mortgagee.

XXI. Radon Gas Disclosure

21.1 Radon Gas. Radon Gas is a naturally occurring radio active gas, that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

XXII. Severability

22.1 In the event any section of this lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.

XXIII. Hold Harmless And Indemnification

23.1 Tenant shall indemnify and hold harmless Landlord from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, including but not limited to Tenant connected with either (i) Tenant's use, operation or condition hereafter of the leased premises, (ii) the failure of Tenant to perform any of the terms or conditions of this lease, (iii) any injury or damage occurring on or about the leased premises, (iv) failure to comply with any law, rule or regulation of any governmental authority, (v) any construction lien or security interest filed against the leased premises, or (vi) any negligent or willful act or omission by Tenant, or any of its agents, contractors, servants, employees, licensees, customers, guest or invitee, or (vii) injury to or death of any person (including without limitation, the public) or loss or damage to any property. This will be as to the extent of the insurance.

XXIV. Recording

24.1 This lease shall not be recorded in any public records. Should Tenant record this lease in the public records of the county in which the leased premises is located, such action will be deemed a default under this lease.

XXV. Environmental Impact

25.1 Tenant will not cause or permit any "Hazardous Substance" (as defined in 42 U.S.C.A. Section 9601 (14) (supp. 1990) (as amended)) to be used, stored, or generated on the leased premises, except for Hazardous Substances of types and quantities customarily used or found in such business lawfully conducted on the leased premises.

Tenant will not cause or permit the Release (as defined in 42 U.S.C.A. Section 601(22), as amended), of any Hazardous Substance, contaminant, pollutant, or petroleum in, on, or under the leased premises or into any ditch, conduit, stream, storm, sewer, or sanitary sewer connected thereto or located thereon the leased premises.

Tenant will full and timely comply with all applicable federal, state and local statutes and regulations relating to protection of the environment, including, without limitation, 42 U.S.C.A. Sections 6991-6991i, as amended.

Tenant will indemnify and hold harmless Landlord from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation costs arising from contamination of the leased premises or release of any Hazardous Substance, pollutant, contaminant or petroleum in, on, or under leased premises which are caused by or as result of the use of the leased premises by Tenant. Tenant will indemnify and hold Landlord harmless from and against any and all loss of rentals or decrease in property values arising from Tenant's breach of this provision, provided that no liability will arise under this sentence if Tenant completes any required cleanup, removal, and remedial action after termination of this lease. The terms of this section and the obligation of the parties hereunder will survive the expiration and termination of this lease.

XXVI. Miscellaneous

26.1 Submission of this lease to Tenant does not constitute an offer, and this lease becomes effective only upon execution and delivery of the lease by both Landlord and Tenant and until such time as any deposit and advance rent paid by Tenant to Landlord in connection with this lease has been cleared by Tenant's bank.

26.2 Governmental penalties, fines or damages imposed on any portion of the leased premises as a result of the activities of Tenant, its employees, agents or invitees shall be paid by Tenant within three (3) days of the earlier of the governmental notice to Tenant or Landlord's notice to Tenant. If Tenant fails to pay as required in this section, in addition to all other remedies provided by this Lease, Landlord may pay the sums owed or challenge such administratively or judicially, and Tenant shall pay all sums owed and all of Landlord's costs plus a five percent (5%) administrative fee to Landlord upon demand, as additional rent;

26.3 Landlord makes no express or implied representations, covenants, promises, or warranties that the leased premises are suitable for Tenants proposed use or that Landlord or Tenant will be able to obtain applicable municipal or local governmental approvals, variance or zoning necessary to perform any construction or conduct Tenant's business as specified herein.

26.4 No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent stipulated in the Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in the lease or by law.

In Witness Whereof, the parties have executed this lease as of the day and year first above written.

Landlord: CITY OF EUSTIS

By: Ronald R. Neibert
Print Name: Ronald R. Neibert
Position: City Manager

Tenant: Lake Eustis Area Chamber of Commerce, Inc.

By: Stephanie Carder
Print Name: Stephanie Carder
Position: Authorized Officer

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 10th day of June, 2019 by Ronald R. Neibert, Manager of the City of Eustis, who is personally known to me, or ___ who produced Florida Drivers License as identification, and who did/did not take an oath

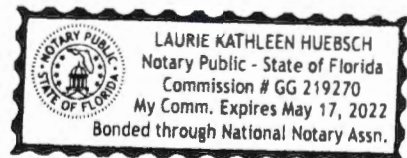


LK Huebsch
Notary Public
My Commission Expires: 05-17-22

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 10th day of June, 2019 by Stephanie Carder as an authorized Officer of the Board of Directors of Lake Eustis Area Chamber of Commerce, Inc. on behalf of the corporation, who is personally known to me, or ___ who produced Florida Drivers License as identification, and who did/did not take an oath.

LK Huebsch
Notary Public
My Commission Expires: 05-17-22



RESOLUTION NO. 19-50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH THE LAKE EUSTIS AREA CHAMBER OF COMMERCE, INC. FOR CITY-OWNED PROPERTY AT ONE WEST ORANGE AVENUE.

WHEREAS, the City of Eustis, Florida owns the following described property, including a 2,278 sq. ft. building:

From the Southeast corner of Block 57, according to the official Plat of the City of Eustis, as recorded in Plat Book 1, Page 79, Public Records of Lake county, Florida, run thence South 86° 56' 30" West along the South line of said Block 57 a distance of 18.50 feet for a Point of Beginning, continue thence South 86° 56' 30" West along the South line of Block 57 a distance of 103 feet, more or less to the waters of Lake Eustis for a Point of Beginning designated as Point "A". Begin again at the Point of Beginning, run thence North 01° 57' 20" East 79.29 feet, thence North 88° 02' 40" West 45.00 feet, thence North 0° 56' 10" East 46 feet, more or less, to the waters of Lake Eustis, thence Southwesterly and Southerly along said water of Lake Eustis to the above designated Point "A" for a Point of Terminus. and

WHEREAS, the Lake Eustis Area Chamber of Commerce, Inc. (Chamber), a Florida non-profit corporation, has requested that the Eustis City Commission enter into a lease for the building on the subject property to continue the Chamber's business support and business development activities; and

WHEREAS, the City finds that it is in the public interest to support the Lake Eustis Area Chamber of Commerce and their activities to create a healthy business environment; and

WHEREAS, the proposed use is consistent with the City's overall development plans for the downtown and Ferran Park area in the efforts to increase lakefront activities; and

WHEREAS, the City has no other specified use of the property and building at this time; and

WHEREAS, the lease will generate gross revenue of \$9,600 annually.

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 Commercial Lease Agreement with the Lake Eustis Area Chamber of Commerce, Inc. providing for a five-year lease at \$800/month.

DONE AND RESOLVED this both day of June, 2019, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez
Mary C. Montez, City Clerk

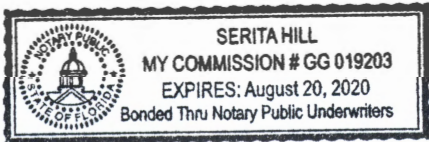


CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 6th day of June, 2019, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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



CITY ATTORNEY'S OFFICE

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

[Signature]
City Attorney's Office 6/6/19 Date

CERTIFICATE OF POSTING

The foregoing Resolution 19-50 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.

Mary C. Montez
Mary C. Montez, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: MARCH 2, 2023

RE: RESOLUTION NUMBER 23-22: RECOMMENDED GATEWAY CORRIDOR IMPROVEMENT GRANT PROGRAM UPDATES

Introduction

Periodically staff reviews the Gateway Corridor Improvement program to see what changes might be made to maintain a high level of participation, and improve the efficiency of the application process.

History of Program Changes

The Gateway Corridor Improvement program was established in 2014 to improve the appearance of properties fronting State Road 19 and Orange Ave.

In 2015 Commission expanded the program's northern boundary line from Pendleton Avenue to County Road 452 Road. In 2021, the program boundaries were again expanded to include US Highway 441 and the Downtown Entertainment District. As part of the CRA Review process in 2022, the City Commission added Bates Avenue, McDonald Avenue, and Palmetto Street, and Kensington Street.

The maximum grant amounts have also increased over time. In 2018 the maximum award amount was increased from \$3,000 to \$6,000, as was the cap amount for eligible landscaping expenses that would be reimbursed, from \$450 to \$900.

Suggested Changes

- Raise the maximum reimbursable amount for qualifying expenses from \$6,000 to \$7,500.
- Raise the maximum amount of landscaping expenses that are eligible for reimbursement from \$900 to \$1,035.
- Technical improvements to the application that are highlighted in the attachment.

Staff Recommendation

Approve Resolution Number 23-22 enabling the recommended changes to the program.

Prepared by:

Al Latimer, Economic Development Director

RESOLUTION NUMBER 23-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AMENDING THE APPLICATION FORM AND ELIGIBILITY REQUIREMENTS FOR THE GATEWAY CORRIDOR IMPROVEMENT MATCHING GRANT PROGRAM

WHEREAS, Resolution Number 14-22 established the Gateway Corridor Improvement Matching Grant Program; and

WHEREAS, Resolution Number 15-38 amended the boundaries of the program; and

WHEREAS, Resolution Number 21-09 further amended the boundaries of the qualifying area of the program, and provided for higher grant awards; and

WHEREAS, Resolution Number 22-29 again amended the boundaries of the qualifying area of the program; and

WHEREAS, the Commission seeks to revise the application form to update program guidelines and evaluation criteria, and increase the maximum grant award; and

WHEREAS, it is important to the City's economic vitality and growth that gateway corridors be aesthetically pleasing and well maintained; and

WHEREAS, the Gateway Corridor Improvement Matching Grant Program incentivizes property owners with frontage on the major corridors to improve the appearance of entryways into the City; and

WHEREAS, the City has budgeted funds for economic development programs and incentives and wants to ensure their best outcomes; and

WHEREAS, improving the program will make it more user friendly, and encourage more private investment; and

WHEREAS, the program also serves a public purpose in facilitating public health, safety, morale, and welfare of the City of Eustis.

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

Section 1: That the City does hereby amend the Gateway Corridor Improvement Matching Grant Program as presented in the attached Exhibit A.

Section 2: That this amendment shall become effective immediately.

DONE AND RESOLVED, this 2nd day of March 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, by means of physical presence, this 2nd day of March, 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 has been reviewed and approved as to form and legal content, for use and reliance of the City Commission of the City of Eustis, Florida.

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-22 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
GATEWAY CORRIDOR IMPROVEMENT
MATCHING GRANT PROGRAM**

Page 1 of 4

Applicants are strongly encouraged to read all the guidelines and information provided. An incomplete application will not be process.

Purpose: The Gateway Corridor Improvement Matching Grant Program is designed to improve the appearance of the major gateways into the City, and encourage economic development and business investment in the City of Eustis.

Eligibility: Properties fronting on SR 19 (Bay St. and portions of Grove St.) from US 441 to CR 452, CR 44 (Orange Ave.), US 441, McDonald Avenue, Palmetto Street, Bates Avenue, Kensington Street, and properties within the Entertainment District are eligible to apply for matching funds under this program. Only properties within the City of Eustis are eligible for the program.

Program Guidelines:

1. Funds are available on a first-come/first-served basis until the fiscal year allocation has been depleted.
2. Applicants will be reimbursed for 50% of qualifying expenditures, not to exceed a total grant amount of **\$7,500**.
3. No reimbursement will be issued for expenditures completed prior to grant application and approval.
4. City staff will verify improvement costs to validate that they are consistent with industry standards.
5. Grantee must complete improvements and submit payment receipts in order to receive reimbursement.

Ineligible Expenditures:

The following expenses do not qualify for reimbursement:

1. Painting materials such as buckets and brushes
2. In-kind services or owner labor
3. Improvements to non-conforming signs that are not being brought into compliance.

Eligible Expenditures:

The following improvements are eligible for this matching grant program:

1. Exterior painting (Cost of contractor and/or paint, but not materials such as buckets and brushes)
2. Facade improvements such as awnings, canopies, windows, window treatments, siding, fencing, etc.
3. Exterior lighting
4. Removal of non-conforming signage
5. Signage improvement or installation, consistent with City codes
6. Parking lot resurfacing
7. Irrigation
8. Landscaping not to exceed **\$1,125 match**

**CITY OF EUSTIS
GATEWAY CORRIDOR IMPROVEMENT
MATCHING GRANT PROGRAM**

Page 2 of 4

Paint Colors:

All requested paint colors will be reviewed by a staff Aesthetics Committee, which will approve applicant's colors/scheme or make recommendations.

Repair/ Improvement Estimates Must Include:

Description of work to be performed including:

1. Square footage (ex: building size)
2. Linear ft (ex: irrigation, concrete crack repair)
3. Appropriate Area/Dimensions (ex: length and width)
4. Quantity (ex: coats of paint, number of windows)
5. Yards (ex: concrete)
6. Number of applications (ex: coats of paint)
7. Expected life of improvement/repairs (ex: warranty)

Written Bids:

While it is not a requirement that applicants get multiple bids, City staff encourages applicants to get three written bids for repairs/improvements. Only submit the one selected to do the work with your application.

Application Approval Process (for completed application—no missing information)

- Initial review – 3 to 5 days
- Cost Estimates Validation – 3 to 5 days
- Processing Reimbursement – 2 to 3 weeks

For more information and application forms, contact the Economic Development Department at 352.483.5431 or latimera@eustis.org.



City of Eustis

Gateway Corridor Improvement Matching Grant Application

Page 3 of 4

Date: _____

Property Owner' Name: _____

Mailing address: _____

E-mail address: _____

Phone Number: _____

Gateway Corridor property address: _____

Alternate Key #: _____ Parcel ID: _____

Description of Proposed Improvement**:

Requested Paint Colors: Walls _____ Trim _____

Estimated Cost of Improvements: _____ (See important note below)

Important Note:

- Application must include quotes/estimates/proposals for work to be performed
- Upon completion of repairs/improvements, Applicants must submit receipts, and a W-9 in order to receive reimbursement.
- No reimbursement will be issued for expenditures completed prior to grant application and approval.

APPLICANT SIGNATURE:

I certify that the information in this application is true and accurate to the best of my knowledge: _____

PROPERTY OWNER SIGNATURE

I acknowledge that I am aware of the repair(s) and/or improvement(s) Applicant is Seeking, and grant my approval. _____

**CITY OF EUSTIS
GATEWAY CORRIDOR IMPROVEMENT
MATCHING GRANT PROGRAM**

Page 3 of 4



For City use only:

Project No. _____

Department Initial Review/Approval _____

Cost Estimate Validation Review/Approval _____

Paint Color/Scheme Approval: _____

Non-conforming Sign Removal: _____

Approved by: _____ **Date:** _____

Date of Completion: _____

Verified and payment authorized by: _____ **Date:** _____

Reimbursement Amount: _____ **Check No.:** _____

DRAFT



City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: MARCH 2, 2023
 RE: ORGANIZATIONAL AND EVENT SUPPORT GRANTS FINAL RECOMMENDATIONS

Introduction

The purpose of this presentation is to provide for the final determination of the awards to be authorized by City Commission regarding organizational and event grant requests for funding in FY 2022/2023 (commencing October 1, 2022).

On February 16, 2023 eight finalists made 3 to 5-minute presentations regarding their organization and the benefits provided to the City of Eustis residents.

Recommended Action

Staff requests Commission direction regarding grant awards and funding allocations for the FY 2022-23 as presented by the committee or adjusted after consideration presented by grantee's on February 16, 2023.

Background

The Commission included an allocation of \$30,000 for grant funding in the fiscal year 2022-23 budget for the support of not-for-profit organizations and events within the City of Eustis, with a reserve of \$2,500 to be allocated by the Commission at a later date. Last year we had 16 requests totaling \$99,500. This year we had 9 requests totaling \$70,900 representing a decrease of 28.7% over last year, and the number of applicants decreased by 43.8%. Three of this year's applicants were requesting in-kind services by the City outside of this program for approximately \$2,000.

A committee was organized to (a) review the applications, (b) confirm that the basic requirements were met, and (c) provide a recommendation to the Commission based upon the criteria. The committee was comprised of the City Manager, Finance Director, Development Services and Economic Development Director.

The eligibility criteria are as follows:

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 improve 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.

Applications

The following organizations submitted grant requests:

<u>Applicant Name</u>	<u>Grant Request</u>	<u>In Kind Request</u>
Act of Hope Ministries, Inc.	\$ 5,000	No
Amazing Race for Charity	\$ 10,000	Yes
Bay Street Players	\$ 25,000	No
LifeStream Behavioral Center	\$ 7,500	No
Lake Cares	\$ 4,000	No
Paws Therapy Dog, Inc.	\$ 1,000	No
Trout Lake Nature Center	\$ 10,500	Yes
United Way of Lake & Sumter	\$ 5,000	No
Worth It Suicide Outreach	\$ 2,900	No
Total	<u>\$ 70,900</u>	

Each application is summarized and evaluated as follows:

- 1. **Act of Hope Ministries, Inc.**
 - a. Request of \$5,000: recommended FY 22-23 award of \$0.
 - b. Purpose of funding: Back to School supplies to assist struggling parents, providing the food pantry and clothing for community needs.
 - c. In-Kind service requests: none

Considerations

- The City currently has a program at our Parks and Recreation Department for back to school, as well as others. We also have Lake Cares and others we donate food to for their pantries.
- The committee has suggested that the City could run a food donation program and donate the food collected to Act of Hope Ministries, similar to one that we do with Win-1 Ministries during their December drive.
- It was also recommended that the City and Act of Hope Ministries have the back to school program at the same location and not charge them for the facility.

2. 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.

3. Bay Street Players

- a. Request \$25,000: recommended FY 22-23 award of \$3,500.
- b. Purpose of funding: to provide quality entertainment and expose young people to cultural theater through the Young People's Theater, and to cover operating and production expenses.

Considerations

- The organization contributes to the economic vitality of the City.
- The organization brings visitors to the City.
- The organization intends to upgrade the website to keep community informed of its diversity.

4. LifeStream Behavioral Center (Open Door)

- a. Request \$7,500: recommended FY 22-23 award of \$4,250.
- b. Purpose of funding: to support the Open Door, a one-stop location, linking homeless individuals and families to needed amenities and services, and ultimately assisting them in securing safe affordable housing, jobs and support.

Considerations

- In recent years, there has been an increase in homeless families.
- Offers to serve 305 Eustis residents.
- Provides access to showers, laundry facilities, computers, and assistance with job training and employment placement.
- There are no costs associated for services provided.

5. United Way of Lake and Sumter County

- a. Request of \$5,000: recommended FY 22-23 award of \$2,000.
- b. Purpose of funding: To provide for Case management and once-annual financial assistance for rent, mortgage and utility bills specifically for Eustis residence.
- c. According to the audited statements they provide \$1,578,313 in grant expenditures for local resources to help the people of Lake and Sumter Counties.

Considerations

- Operational Funding for support of people in Lake and Sumter Counties.
- They are demonstrating that monies will be utilized to assist members of the Eustis community.

6. Lake Cares

- a. Requested \$4,000: recommended FY 22-23 award of \$3,750.
- b. Purpose of funding: to assist in providing food to Eustis residents in need. Their mission is to “Feed the Body, Educate the Mind and Lift the Spirit of all individuals”.

Considerations

- Funding will be used for the purchase of food for Eustis residents
- Based on 2022 distributions over 34% of Lake Cares clients where residents of Eustis.

7. Paws Therapy Dogs, Inc.

- a. Request of \$1,000: recommended FY 22-23 award of \$750.
- b. Purpose of funding: is for the training of a handler and a dog to learn about therapy dog work.
- c. They assist other charities and nursing homes, retirement centers, schools, fire/police departments and many other places.
- d. They serve approximately 36% of Eustis residence compared to the total served.

Considerations

- Provides opportunities to improve the spirit of people confined with an experience of unconditional love and affection from an animal.

8. Trout Lake Nature Center, Inc. (TLNC)

- a. Request of \$10,500: recommended FY 22-23 award of \$4,750.
- b. Purpose of funding: to support TLNC programs and facilities with exhibits, trails, and educational programs for children, adults and the community.
- c. In-kind services requests: includes ice for special events, review of specifications for construction projects, waiver of some permit fees.

Considerations

- They anticipate 21,000 visitors and 13,000 Eustis residence.
- The organization contributes to the economic vitality of the City.

9. Worth It Suicide Outreach & Support, Inc.

- a. Request \$2,900: recommended FY 22-23 award of \$2,000.
- b. 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.

Consideration for Discussion

The grant committee used the following criteria to evaluate the grant applications.

Project Purpose (up to 30 points): Encourages celebrations of community and cultural opportunities (events), or provides a community service that benefits the community as a whole.

- Objectives clearly presented.
- Commitment to improvement.

Longevity (up to 15 points):

- Years in existence.
- Improvement of organization.
- Number of years the project or event has been in existence.

Leveraging of funds (up to 10 points): Use of non-City funds and proportion.

Community-wide benefit (up to 15 points):

- Marketing to the entire community.
- Promotion of diversity/ethnicity.

Collaboration (up to 5 points): Involvement with various community entities.

In-kind Services (up to 10 points for none): Number and estimated cost of requested in-kind services (not seeking any = 10 points)

The committee ranked the applications according to the criteria. Then points were tallied for each applicant. The committee ranked the applicants and used a weighted average methodology to determine the grant award. Those receiving \$0 did not comply with the *Minimum Application Submittal* requirements or were proposing a duplication of services. The following option for grant awards based on grant criteria:

<u>Applicant Nave</u>	<u>Grant Request</u>	<u>Recommended Grant Award</u>
Act of Hope Ministries	\$ 5,000	\$ 0
Amazing Race for Charity	\$10,000	\$ 6,500
Bay Street Players	\$25,000	\$ 3,500
LifeStream (Open Door)	\$ 7,500	\$ 4,250
United Way of Lake & Sumter	\$ 5,000	\$ 2,000
Lake Cares Food Pantry, Inc.	\$ 4,000	\$ 3,750
Paws Therapy Dogs, Inc.	\$ 1,000	\$ 750
Trout Lake Nature Center	\$10,500	\$ 4,750
Worth It Outreach & Support	<u>\$ 2,900</u>	<u>\$ 2,000</u>
Total	<u>\$70,900</u>	<u>\$27,500</u>

The recommendation for Act of Hope Ministries is to coordinate their Back to School Program with the City's Recreation Department, and to conduct a city-wide food drive for the donation of items to their ministry. The rest of the organizations are local and do not have a national presence which would allow more attention to care for our community. United Way, while national, are proposing using the funding to help the residents of Eustis pay utility costs on their behalf. During the upcoming rate study, we may explore a program which allows customers to donate money to a specific organization to help those in need to pay utility bills. The money could be forwarded to the organization on a quarterly basis.

Prepared By: Mike Sheppard, Finance Director



City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: March 2, 2023
 RE: **MODIFICATION OF THE ELLIANO'S COFFEE LANDSCAPE PLAN**

Introduction

Karen Webber, QSR Quality LLC owner, is requesting modification of the approved Landscape Plan for Elliano's Coffee, located at 2520 S. Bay Avenue (see Attachment A). Due to site conditions and escalating costs, Webber would like to change the landscape plan to make it more manageable and reduce the costs for future maintenance.

Because the proposed landscape plan varies significantly from the current one, the Development Services Department staff see this request as a significant modification; therefore, it will require consideration and approval by the City Commission.

Background

Karen Webber, QSR Quality LLC, is proposing a revised landscaping plan (Attachment B) which significantly reduces the number of trees on the property from 19 to 16. The proposed plan also calls for a reduction of the number of shrubs from approximately 220 down to 88. The new irrigation plan will also reduce the number of zones from 7 down to 3.

Two locations on the new plan will be replaced with decorative river rocks (in lieu of landscaping): one near the rear of the store (on the north side) and the other at the entry point from Bay Drive on the south part of the drive, next to the sidewalk which connects the property to the sidewalk along Bay Drive.

The development site has three stormwater retention areas. Only the basin on the northeast part of the property is accessible. The two other basins are not accessible for lawn maintenance and upkeep. According to Mrs. Webber, the revised plan eliminates enough landscaping to allow easy access to all the basins so that they can be adequately maintained.

Twenty-five (25) shrubs which were internal (to the site) on the drive lane have been removed because the applicant doesn't want the shrubs, upon maturity, scratching patrons' automotive vehicles, as they travel through the drive lane.

A new fence has been installed along the west side and the northwestern part of the property. Webber asserts that because of this new fence and inadequate space, additional landscaping is unnecessary and challenging to manicure and maintain. Additionally, several of the stormwater basins will require a 4' fence around them. Because a lot of these areas around the large basin have cement debris in the ground which prevents easy installation of the landscaping, the applicant has concerns about the survival rate of the shrubs.

Recommended Action

Seek consensus among the City Commission to allow Elliano's Coffee to substantially deviate from the original Landscape Plan.

Prepared By:

Mike Lane, AICP, Development Services Director

Attachments:

Attachment A: Original Landscape Plan

Attachment B; Proposed Landscape Plan

Attachment C: Letter from Karen Webber, QSR Quality LLC /Elliano's Coffee Franchisee Owner

Mike:

As we discussed, we should have been opened in October '22, when we were beginning our project due to prior GC abandoning the project (now @ 10 months in process).

The costs of materials, subcontractors, renegotiating increased contracts, with the supply chain issues, shortages and extending this project, the landscape design is quite burdensome. Cleaning up the vacant lot, which was not enforced previously, with the massive extensive overgrown trees from the residential home adjacent to the west, and no requirements for the ice machine, we have transformed this property immensely to include revenue for the City of Eustis.

I am not opposed to 'beautification', but the design that had been submitted initially, will not currently work with the actual space available. The lack of access to the stormwater basins (for lawn maintenance & upkeep), the concern for the cars being scratched by the shrubs when they mature along the drive lane (would need to be grassed due to maintenance and advantageous for retention erosion), shrubs along the fence line (around the north and west side of the property) is overkill as the retention area being fenced off; due to 4' retention wall & ditch 150' across the back, the water usage costs with the seven water zones on the property is expensive and wasteful (Needs to be reduced to 3 max.), unavailability for shrubs due to cement in those spaces, gates for fencing, and lack of actual planting ability.

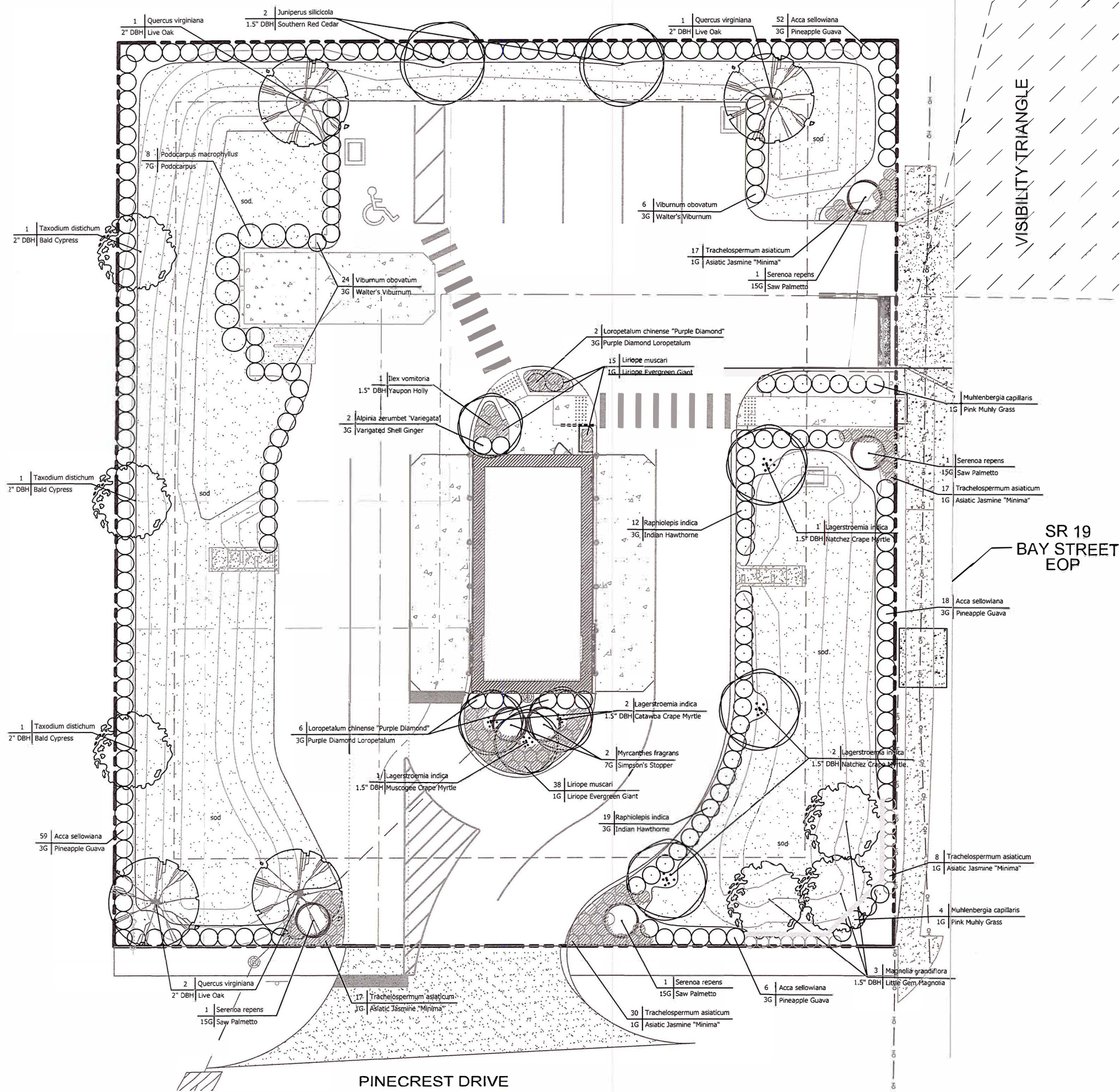
Landscapers are no exception for the rising cost to installing irrigation, trees, plants, mulch, stones, etc. as their material costs have increased along with labor. I have received estimates from \$26k - \$54k, with a budget of \$15k implemented from start of project. Although on paper the design may seem to be feasible, but this under 0.5ac parcel can only implement a smaller landscape design now with the actual visual availability. As it has been explained that the city wanting to upgrade the corridor, it appears that even maintenance for other businesses have been a challenge.

We take pride in ownership of our business and do not want landscaping to be the breaking point to finalizing this project. We are requesting to slim down the landscaping, not eliminate, while still being able to maintain a desirable, attractive, eye catching space in the business corridor of Eustis.

*Thank You
Karen Weber
QSR Quality LLC/Elliano's Coffee*

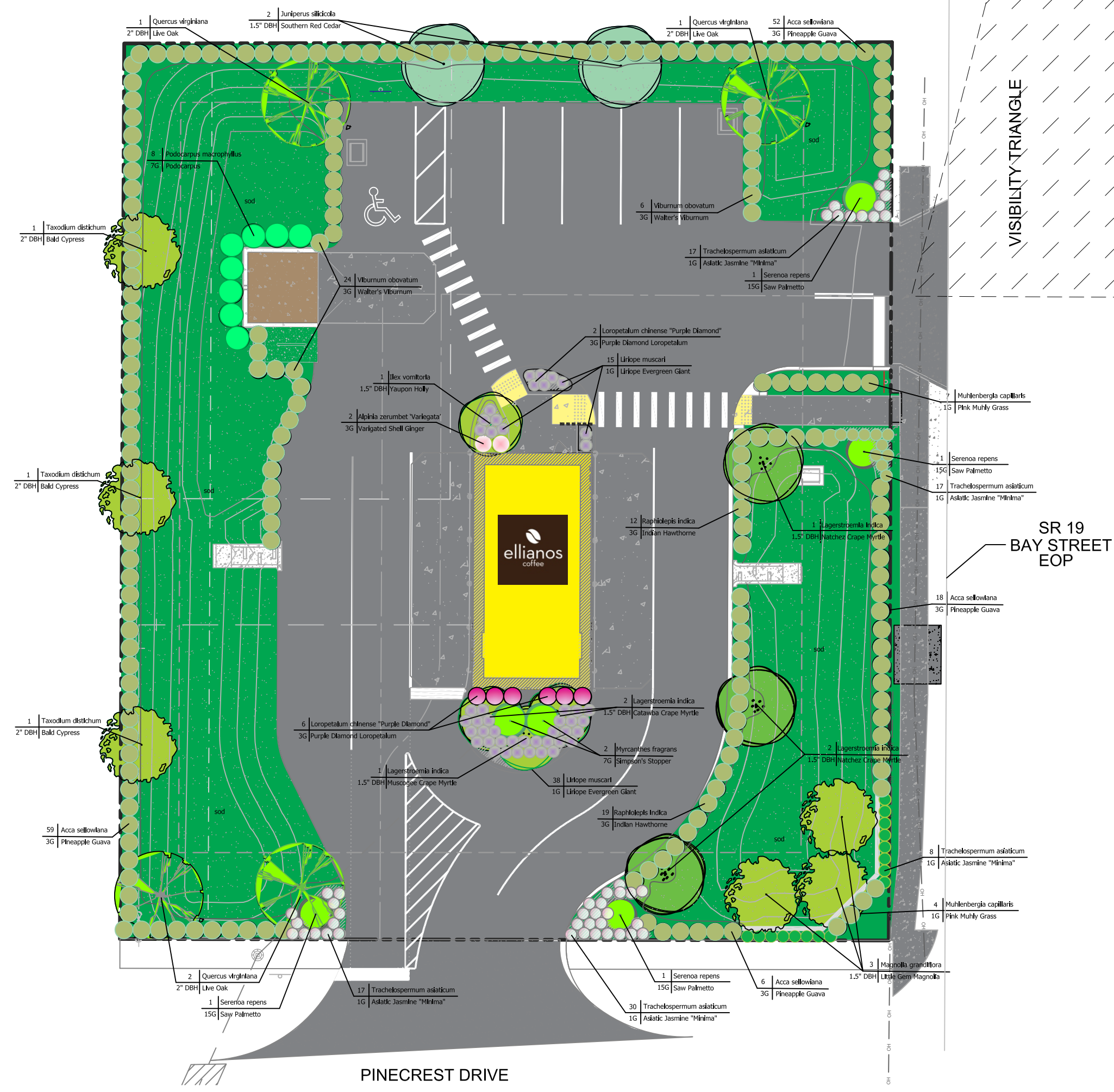
ATTACHMENT A

ORIGINAL



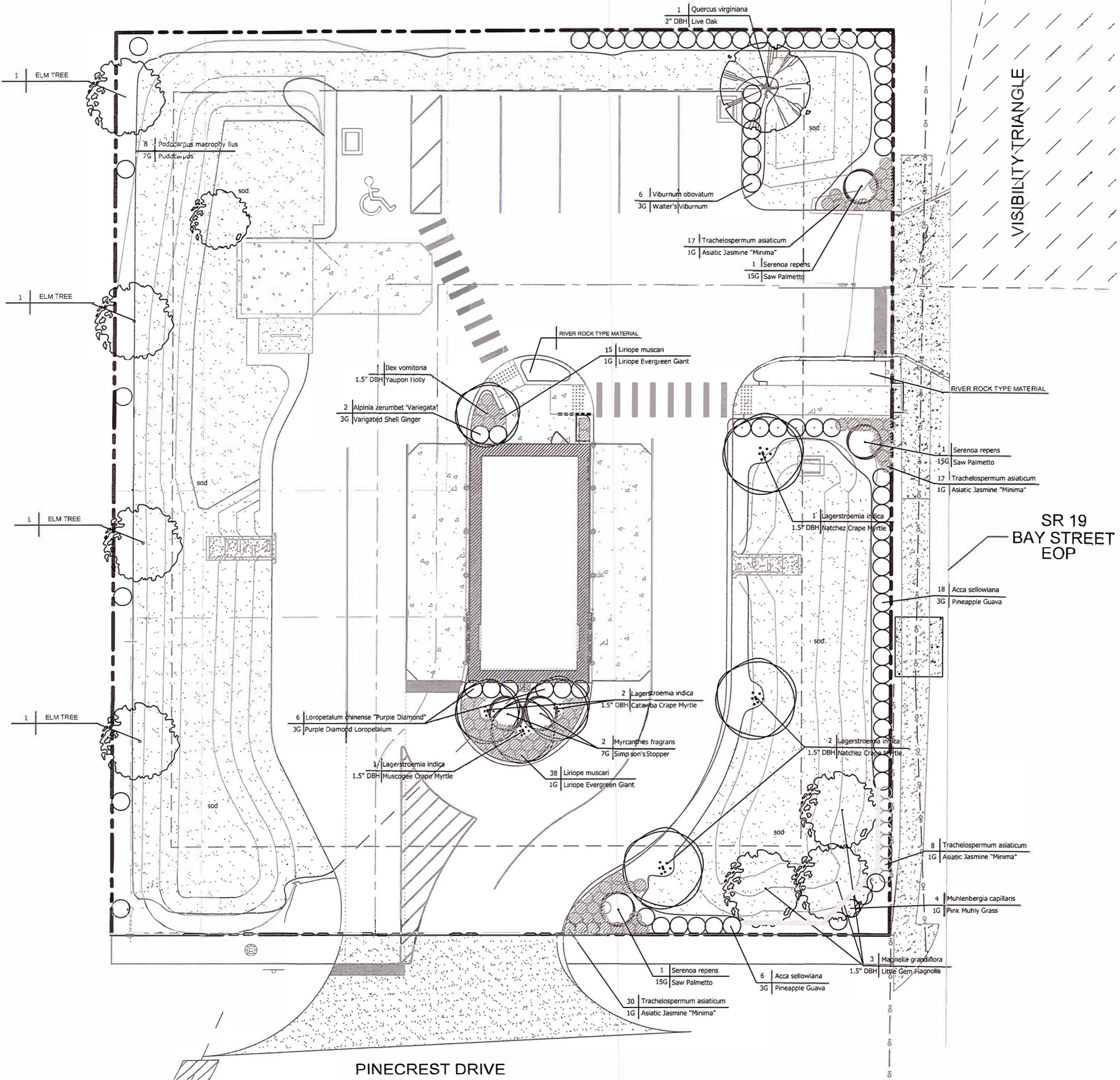
ATTACHMENT A

ORIGINAL LANDSCAPE PLAN ELLIANO'S COFFEE



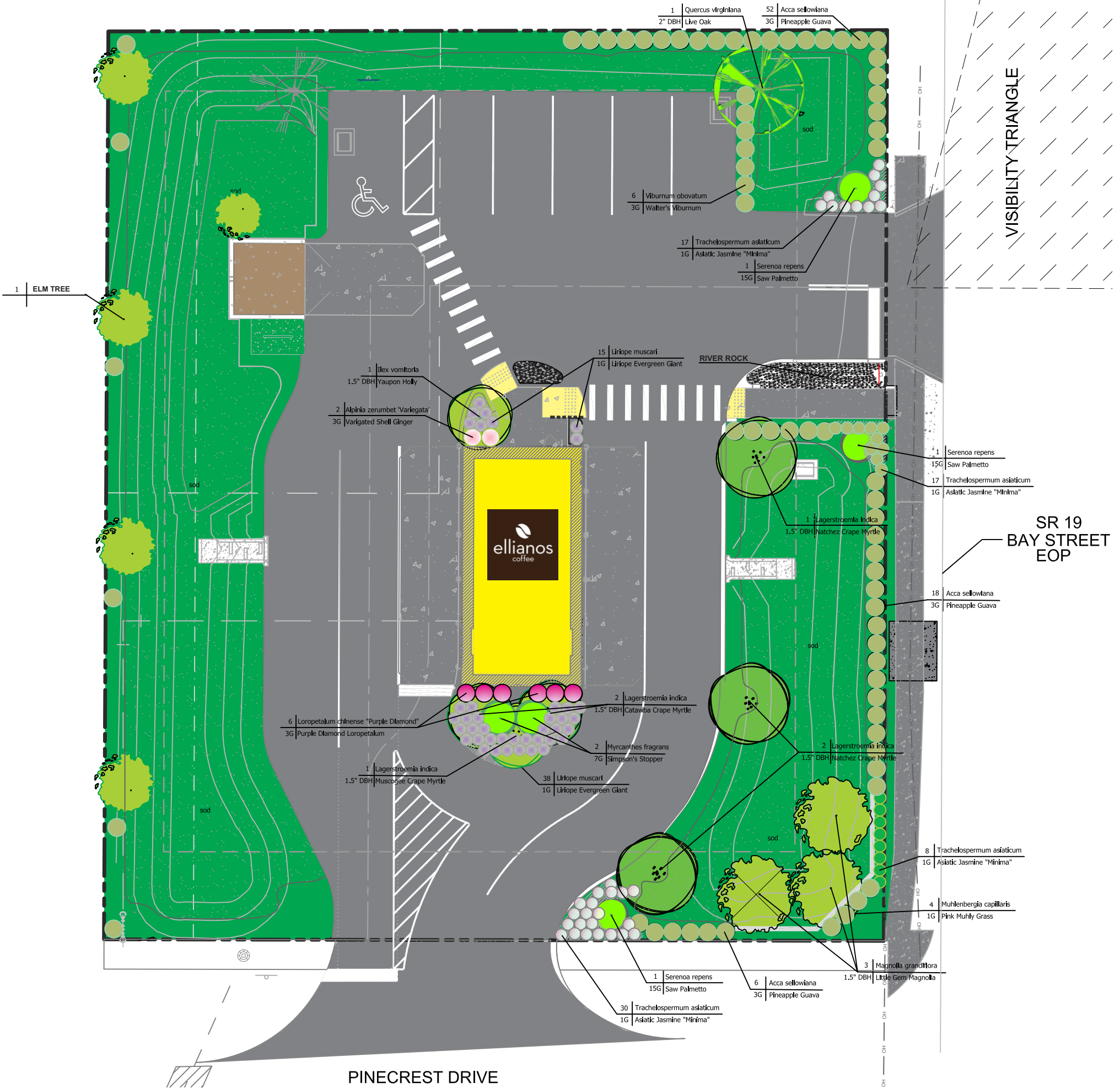
ATTACHMENT B

PROPOSED



ATTACHMENT B

REVISED LANDSCAPE PLAN ELLIANO'S COFFEE





City of Eustis

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TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: March 2, 2023

RE: Department Updates

Introduction:

Departments will provide updates to the City Commission.

Police

Fire

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager