



LAKE MARY CITY COMMISSION

**Lake Mary City Hall
100 N. Country Club Road**

**Regular Meeting
AGENDA
THURSDAY, OCTOBER 18, 2012 7:00 PM**

- 1. Call to Order**
- 2. Moment Of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: October 4, 2012**
- 6. Special Presentations**
- 7. Unfinished Business**
 - A. Ordinance 1472 - Progress Energy Franchise Agreement - Second Reading (Public Hearing) (Jackie Sova, City Manager)**
- 8. New Business**

- A. Approval of Interlocal Agreement between Seminole County and the City Relating to Jurisdictional Road Transfer of a Portion of Old Lake Mary Road**
- B. Approval of Seminole County Emergency Interconnect Water Agreement**
- C. Resolution No. 907 - Amending Chapter 155, Appendix C of the Code of Ordinances providing for an increase in stormwater fees**

9. Other Items for Commission Action

10. Citizen Participation

11. City Manager's Report

A. Items for Approval

- a. Expenditure from forfeiture fund for Lake Mary High School's Challenge Day.**
- b. Parking Area Lease for 2013 Shred-a-Thon.**

B. Items for Information

- a. Monthly Department Reports.**

12. Mayor and Commissioners Report

13. City Attorney's Report

14. Adjournment

THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE

Per the direction of the City Commission on December 7, 1989, this meeting will not extend beyond 11:00 P. M. unless there is unanimous consent of the Commission to extend the meeting.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY ADA COORDINATOR AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT (407) 585-1424.

If a person decides to appeal any decision made by this 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. Per State Statute 286.0105.

NOTE: If the Commission is holding a meeting/work session prior to the regular meeting, they will adjourn immediately following the meeting/work session to have dinner in the Conference Room. The regular meeting will begin at 7:00 P. M. or as soon thereafter as possible.

UPCOMING MEETINGS: November 1, 2012

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held October 4, 2012,
2 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road, Lake
3 Mary, Florida.

4
5
6 I. Call to Order

7
8 The meeting was called to order by Mayor David Mealor at 7:05 P.M.

9
10 II. Moment of Silence

11
12 III. Pledge of Allegiance

13
14 The Pledge of Allegiance was led by Danielle and Tyler Gregory.

15
16 IV. Roll Call

17
18 Mayor David Mealor Jackie Sova, City Manager
19 Deputy Mayor Gary Brender Carol Foster, City Clerk – Excused
20 Commissioner George Duryea Dianne Holloway, Finance Director
21 Commissioner Allan Plank Randy Petitt, HR Manager
22 Commissioner Jo Ann Lucarelli Steve Noto, Planner
23 Bryan Nipe, Parks & Recreation Director
24 Bruce Paster, Public Works Director
25 Steve Bracknell, Police Chief
26 Craig Haun, Fire Chief
27 Katie Reischmann, City Attorney
28 Mary Campbell, Deputy City Clerk

29
30 V. Approval of Minutes: September 20, 2012

31
32 **Motion was made by Commissioner Lucarelli to approve the minutes of the**
33 **September 20, 2012, meeting, seconded by Commissioner Plank and motion**
34 **carried unanimously.**

35
36 VI. Special Presentations

37
38 A. American Revolution's Public Service Recognition Award presented to
39 Sergeant Ronnie Gregory

40
41 Colonel Dan Dall came forward. He thanked the Commission for having him here this
42 evening and was pleased to be here for several reasons. Since retiring from the Army
43 in 1995, he found that people normally like to avoid listening to old army colonels so this
44 is especially refreshing. Throughout his 23 years in the Army, the most gratifying times
45 have been when he had the opportunity to formally recognize superior soldiers. This
46 again is one of those times. He said he was honored to represent the Sons of the

1 American Revolution of Central Florida whose members are direct descendants of
2 those who fought in America's War of Independence.

3
4 Colonel Dall said every year we like to recognize those in public service who have gone
5 above and beyond the call of duty. This year we would like to recognize Sergeant
6 Ronnie Gregory of the Lake Mary Police Department. He said he has been involved in
7 the leadership business most of his adult life so when he received nominations like the
8 one he got on Sergeant Gregory, those characteristics just jumped out at him. He read
9 some excerpts from the letter he got from Lt. Mike Biles on Sergeant Gregory. "I am
10 proud to nominate Sergeant Ronnie Gregory for his outstanding efforts over the past
11 year. He continuously kept our motorcycle officers motivated and encouraged them to
12 be productive." He said this told him Sergeant Gregory is a hands-on leader who knows
13 the importance of motivating his troops day in and day out, which is not small task for
14 any leader.

15
16 Colonel Dall said Sergeant Gregory is also responsible for transitioning nearly every
17 officer to some form of automated ticket writer. He said this told him Sergeant Gregory
18 is one who pursues innovation and will not accept that old worn out cliché of "Well,
19 we've always done it this way".

20
21 Colonel Dall said the Lake Mary Police Department was awarded a portable radar
22 speed sign trailer in recognition of Sergeant Gregory's outstanding job by the traffic unit
23 that he leads. This man knows the importance of recognizing his people and his unit for
24 outstanding dedication and devotion to duty and it was tangibly rewarded this past year.

25
26 Colonel Dall said Sergeant Gregory did a great job organizing several large citywide
27 events and was responsible for the safety of motorists and pedestrians during these
28 events. He also supervises two K-9 officers, oversees our department honor guard
29 team, and sits on the Police Officers Pension Board. One thing that sets good leaders
30 above the rest is they are very adept at multi-tasking requirements. Sergeant Gregory
31 is obviously very good at that.

32
33 Colonel Dall said being in a smaller police agency often requires employees to take on
34 various roles. Sergeant Gregory is always willing to take on any task that is placed
35 before him. What you have here in Lake Mary is a highly motivated, very willing, and
36 very dedicated police officer in Sergeant Ronnie Gregory. He said it was his distinct
37 pleasure to award Sergeant Gregory the Law Enforcement Commendation Medal from
38 the Sons of the American Revolution.

39
40 Sergeant Gregory said the reason he works so hard is because he cares about the City
41 and had been around here almost his entire life. He said he had fantastic people that
42 work under him and his achievements are because of their hard work. He said they
43 deserve this more than he did because of their hard work. It makes him look good and
44 the leadership he has in the Police Department allows him to work so hard.

1 Mayor Mealor said Colonel Dall was with the 11 Cavalry and Sergeant Gregory's
2 father-in-law is a retired Colonel from the 11 Cavalry. He said his son is currently an
3 armor officer and hopefully he will have the career that Colonel Dall has had. He
4 extended congratulations to Sergeant Gregory on a job well done.

5
6 Mayor Mealor recognized a community leader, Sylvia Healey.

7
8 Sylvia Healey came forward. She said she wouldn't consider herself a leader--she is a
9 resident. She thanked Colonel Dall for his service to our country and thanked Sergeant
10 Gregory for keeping the community safe.

11
12 Ms. Healey said on September 20th we had a wonderful event take place at the meeting
13 which was Home Schooled Student Government Day. She wanted to personally thank
14 the Mayor, Commissioners, City Attorney, City Manager and all of the staff as well as
15 the residents that came out. It was a wonderful evening. We also had a tour of the
16 museum. She told the students that we really are a government of the people, by the
17 people, and for the people and to be involved means to be a good citizen. She thanked
18 everyone present for being good citizens and wished continued blessings on the local
19 community, our government, our state, and our nation.

20
21 VII. Unfinished Business

22
23 There was no unfinished business at this time.

24
25 VIII. New Business

26
27 A. Ordinance No. 1472 – Progress Energy Franchise Agreement – First Reading
28 (Public Hearing) (Jackie Sova, City Manager)

29
30 The City Attorney read Ordinance No. 1472 by title only on first reading.

31
32 Ms. Sova said this is a renewal of the City's current 10-year Progress Energy Franchise
33 Agreement which will expire June 5, 2013. Progress has been working with many of the
34 cities as these agreements are coming due. We have been pleased with this
35 agreement and everything has worked well. Progress is a good community partner.
36 They have worked well with us on the tree trimming issues and we have no other issues
37 with them. She recommended entering into a new 10-year agreement.

38
39 Ms. Sova said there are a couple of clarifications in this agreement. One of them is that
40 it is a right-of-way utilization agreement and they have clarified that in the heading.
41 Under Grant of Authority, they have allowed for different types of technology. Life is
42 changing, things are changing and they have nothing expected in their business model
43 right now but this allows for some changes that could happen in the future. We
44 continue to have our Favored Nations clause which allows us to make sure we are
45 equitable with all other municipal franchise agreements that they enter into.

1 Ms. Sova said the one noticeably missing portion of this is that there is no option to
2 purchase the system. They are only offering that with 30-year agreements. With our
3 60/40 split it moves around a little bit with development. It seems unlikely that we would
4 need to proceed with something like that in the future. Those entities that have taken
5 on that struggle, it's kind of a mixed bag of opinions whether that was their best move in
6 the long run. She noted Tricia Johnson and Gail Simpson of Progress Energy were
7 present.

8
9 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1472. No
10 one came forward and the public hearing was closed.

11
12 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1472 on**
13 **first reading, seconded by Deputy Mayor Brender and motion carried by roll-call**
14 **vote: Deputy Mayor Brender, Yes; Commissioner Duryea, Yes; Commissioner**
15 **Plank, Yes; Commissioner Lucarelli, Yes; Mayor Mealor, Yes.**

16
17 Mayor Mealor said we appreciate the representatives of Progress Energy being with us
18 this evening. He thanked them for the work they do for the community. They are great
19 corporate neighbors.

20
21 Deputy Mayor Brender thanked Progress Energy for keeping in touch with us. Prior to
22 some of the storms that came close to Florida, he appreciated the updates and
23 preparations that Progress Energy had done to keep us informed about what they were
24 doing to make sure they are ready. We appreciate that.

25
26 B. Ordinance No. 1473 – Large Scale Land Use Amendment related to GOP-1,
27 Policy 1.4, to increase the total number of dwelling units permitted within the
28 High Intensity Planned Development-Target Industry (HIP-TI) land use
29 designation; Colonial Realty Limited Partnership, applicant – First Reading
30 (Public Hearing) (Steve Noto, Planner)

31
32 The City Attorney read Ordinance No. 1473 by title only on first reading.

33
34 Mr. Noto said over the last year or two we and the applicant have come before the
35 Commission requesting amendments to the pre-annexation agreement that we entered
36 into in 2006 as well as PUD and DRI amendments to allow for two different phases of
37 apartment communities. Community A is the Colonial Grande at Lake Mary Phase 1
38 and Community B is the Colonial Grande at Lake Mary Phase 2. Community A, Phase
39 1 has completed construction and Community B, Phase 2 is currently under
40 construction. They have had massive success with the first phase and they anticipate
41 the second phase to be the same.

42
43 Mr. Noto said the applicant is requesting an amendment to the Comprehensive Plan.
44 We didn't have to do that for the first two phases because the total number of units were
45 340 and is what the Comprehensive Plan allowed under the HIP-TI land use, and that
46 ties into the pre-annexation agreement that was entered into in 2006. With the

1 proposed Phase 3 they are asking for an increase of 132 units in the Comp Plan. They
2 are also going to have to amend the pre-annexation agreement, the PUD, and the DRI
3 but that will come later. The Comprehensive Plan Amendment has to be done first
4 before we can do the other items which include the site plan that will be heard only by
5 the Planning & Zoning Board. This is why this is a transmittal hearing and is why this is
6 the only item related to this project before the Commission this evening.

7
8 Mr. Noto showed a conceptual site plan on the overhead projector. He pointed out the
9 Phase 2 site plan which has already been approved and is under construction. To the
10 south of that is the conceptual, proposed Phase 3. There is a tie-in between the two
11 phases. If and when this phase is completed, Phase 2 in coordination with Phase 3 will
12 basically be one phase. It will be one harmonious development with its own pool and
13 clubhouse and will be a mirror of Phase 1.

14
15 Mr. Noto said this is large scale amendment because there is no map amendment tied
16 to it. With the new regulations that have come through with the DEO instead of DCA
17 like it used to be, this will be an expedited review by the state and other agencies. We
18 anticipate this will be back before the Commission as an adoption within 60 to 75 days.

19
20 Mr. Noto said this item was heard by the Local Planning Agency at their regular meeting
21 and they have recommended approval unanimously. He noted the applicant was
22 present.

23
24 Commissioner Duryea said what he is hearing is they have maxed out their residential
25 element of this DRI.

26
27 Mr. Noto said yes and no. They have maxed out the residential in the Comprehensive
28 Plan. The DRI allows for the simultaneous increase/decrease for office, residential, and
29 retail and is what will come before the Commission in December.

30
31 Commissioner Duryea said this is going to be multi-family apartments pretty much the
32 same as what they are building.

33
34 Mr. Noto answered affirmatively.

35
36 Deputy Mayor Brender asked the total number of units with this development.

37
38 Mr. Noto said 472.

39
40 Deputy Mayor Brender said as a professional planner, he realized a long time ago that
41 one of the problems that Maitland has with Maitland Center is that there is no place to
42 live and there are no restaurants. There are a lot of offices but not a lot to do otherwise.
43 He is in agreement with the idea of bringing in a residential plan but how much is
44 enough. He said he wanted our office parks to remain office parks and not a residential
45 area.

46

1 Mr. Noto pointed out the third phase on the map. The third phase is within the two
2 parcels that were slated for residential when we annexed in 2006. These three
3 residential developments are a long time coming in relation to how long the DRI has
4 been around. For years we have had the office and retail and are finally seeing the
5 residential come in. This is your fallback if they come back in the future because these
6 two tracts where Phase 1, Phase 2 and Phase 3 would be were slated for the residential
7 so this is our trigger to say we have reached our cap and if anything comes in the future
8 we will have to look at it a lot closer than how we did for Phase 1, Phase 2 and Phase 3
9 because the first three phases fell nicely into the entitlements that were put in place
10 years ago. Any future development may be a market driven thing but we can look at
11 future requests closer since this is the pre-determined build out of the residential.
12

13 Deputy Mayor Brender said he could be comfortable with that. A lot of these things are
14 driven by what the current market is and current market says build apartments like
15 crazy. Five years ago it was build townhomes like crazy. He wanted to make sure they
16 were not jumping onto a bandwagon and giving up what could be some very valuable
17 space that could have some significant impacts for the City ten years down the road.
18 He didn't feel he was obligated to give up everything right now for what is popular right
19 now. He thought they needed to take a long term view and make sure we are not over
20 developing residential. He thought 472 apartments is a cap for an area that contains as
21 many workers that are in there.
22

23 Commissioner Plank asked if this completes the buildable area within the city limits in
24 that area.
25

26 Mr. Noto answered negatively. There are over a million square feet of office
27 entitlements left in the DRI.
28

29 Commissioner Plank said we have the ability to expand and balance out as the other
30 commissioners are addressing.
31

32 Mr. Noto answered affirmatively.
33

34 Commissioner Plank said he thought the occupancy rate was running in the 90's for
35 apartments and right now is the greatest thing since sliced bread. He said he had the
36 same concern down the road because we don't need a lot of empty apartments if it
37 swings the other way. He assumed the company was comfortable that they can keep
38 those apartments filled.
39

40 Commissioner Lucarelli said she wouldn't repeat what's already been said but had faith
41 in the Planning Department and Colonial and they want what's best for the community.
42 They have done a great job and really enhanced Lake Mary and thanked them for that.
43

44 Commissioner Duryea said he would be in favor of this this wholeheartedly if the design
45 for this portion of it could be changed into fee simple structures. It could be built as

1 apartments with the idea that if needed they could sell each unit. Not as a cooperative
2 but as a fee simple building.

3
4 Mr. Noto said he would ask the applicant to expand on that. The design of the buildings
5 for the first two phases had units on the bottom floor and separate units on the top.

6
7 James Johnston with Shutts & Bowen, 300 South Orange Avenue, Orlando, Florida,
8 came forward on behalf of the applicant. We saw the craze seven or eight years ago of
9 converting apartments into condominiums which are fee simple ownership and thought
10 that could always be done. As far as how these are designed, they are not set apart
11 like that. They are incorporated in a building but in the future if there is a demand for
12 fee simple ownership, apartments generally can be "condominiumized".

13
14 Nicole Stalder, Boyer-Singleton, 520 South Magnolia, Orlando, Florida, came forward.
15 Basically any apartment complex can be turned into condos which allow them to be sold
16 fee simple. These are not a breezeway product and could make a better fee simple
17 product. Whether or not that will be market driven or desired by the developer is
18 unknown at this time, but pretty much any multi-family you can turn into condos.

19
20 Mr. Johnston said what this does is allows us to complete Phase 2 to make it one
21 complete complex. It will now have its own clubhouse. When Phase 2 came through
22 they were going to utilize the Phase 1 clubhouse so this would be a stand-alone
23 complex. There is ample property and office entitlements in Colonial Center Heathrow
24 which they would love to develop as office. He thought Colonial sees this as the
25 appropriate mix. Sometimes office is attractive when there's more residential.

26
27 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1473. No
28 one came forward and the public hearing was closed.

29
30 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1473 on**
31 **first reading, seconded by Deputy Mayor Brender.**

32
33 Commissioner Duryea said he agreed with Commissioner Brender. It seems as a
34 governing body and as a city that we are constantly being asked to tweak somebody
35 else's machine so it can work better, i.e. this project. We are not getting anything back
36 for it. He was in negotiations with Colonial Properties to bring portions of their project
37 into the City so that we could have police and fire in that area instead of being way at
38 the end of the City. Those negotiations went on for a while and all of a sudden they
39 said we can't do that because we don't want to be unfriendly to the County. We have
40 been more than gracious about fixing the machine to make it work better with major
41 developers. He thought it would get to the point that we need to be getting something
42 back for this so we can better handle the increase in density on the outskirts of the City
43 by increasing the taxable base of the City.

44
45 Mayor Mealor said that was a very good point. This morning the Chamber put on a good
46 program where Dr. Hank Fishkind with Fishkind & Associates talked about the

1 economic picture nationally, at the state level, and regionally and said those
2 communities that go and work in a true cooperative public/private partnership endeavor
3 will probably find success. Those that choose not to will be left behind. We have been
4 very accommodating and have proven to adapt to bring a quality product into the
5 community but thought 472 was a cap and from that point on we need to evaluate what
6 will be the long-term picture. None of them has a crystal ball but in many ways what
7 Commissioner Duryea is saying makes a lot of sense. He commended the Commission
8 for the foresight of trying to look at the public/private partnership aspect of the next
9 steps of what we are doing as a community. We have been successful and it is time to
10 critically analyze future endeavors.

11
12 **Motion carried by roll-call vote: Commissioner Duryea, No; Commissioner Plank,**
13 **Yes; Commissioner Lucarelli, Yes; Deputy Mayor Brender, Yes; Mayor Mealor,**
14 **Yes.**

15
16 IX. Citizen Participation

17
18 Joanne Counelis, 136 East Alma Avenue, came forward. She said we need 24-hour
19 bus service including holidays and weekends. We need a bus on Longwood-Lake Mary
20 Road by Lake Mary High School, the library, the YMCA, and Greenwood Lakes Middle
21 School.

22
23 Mayor Mealor said he understood Ms. Counelis was going to compete at the state level
24 in swimming and wished her the very best.

25
26 No one else came forward and citizen participation was closed.

27
28 X. Reports

29
30 A. City Manager

31
32 1. Reappointment of Jeanne Miller to Parks & Recreation Advisory Board

33
34 Ms. Sova said this is for a reappointment of Jeanne Miller to the Parks & Recreation
35 Advisory Board. She did miss three of the last five meetings this past year due to
36 extenuating circumstances travel related to her job. Ordinance No. 1118 does provide
37 for reappointment if the Commission desires. She said Bryan (Nipe) is working with her.
38 She has volunteered a lot of assistance for our accreditation process for Parks &
39 Recreation so she is committed beyond this board.

40
41 **Motion was made by Commissioner Plank to reappoint Jeanne Miller to the Parks**
42 **& Recreation Advisory Board, seconded by Commissioner Lucarelli and motion**
43 **carried unanimously.**

44
45 2. Reappointments to Sanford Aviation Noise Abatement Committee (SANAC)

46

1 Ms. Sova said this item is reappointments to the Sanford Aviation Noise Abatement
2 Committee (SANAC). The Sanford Airport Authority has asked us to make
3 reappointments or new appointments to SANAC. She said Mr. Wilkes, our impacted
4 voting member, has been on the board since 1999 and Mr. Omana has been on the
5 board since 2001 and they would both like to continue to serve.
6

7 **Motion was made by Commissioner Plank to reappoint James Wilkes and John**
8 **Omana to the Sanford Aviation Noise Abatement Committee, seconded by**
9 **Commissioner Lucarelli and motion carried unanimously.**

10
11 Ms. Sova said we are applying for a recreation and trails program grant through the
12 State of Florida Office of Greenways and Trails. If awarded we would use those funds
13 for maintenance on the Rinehart Trail. As part of the application process we are
14 required to hold a public meeting to discuss the project and field any questions. The
15 meeting will be held October 12th at 9:00 A.M. at the Events Center. Notice was
16 published in the Sanford Herald and on our bulletin board.
17

18 Ms. Sova said if the Commission has no objections we will schedule a swearing-in of
19 the Mayor and Commissioners Brender and Plank for November 15th at 6:30 P.M.
20 followed by a short reception and then the regular meeting at 7:00 P.M.
21

22 Ms. Sova said she had several items tonight related to our employees. Sergeant Joe
23 Wallace has been selected to be promoted to Lieutenant and PFC Tony Seda has been
24 selected to be promoted to Sergeant. We also have our last quarter's On the Spot
25 Award winners. These are employees selected by their fellow employees for awards.
26 We have Scott Berner, Battalion Chief; Jennifer Tate in Human Resources; Keri Morro,
27 GIS Specialist; Bill Elliott, Public Works Maintenance Specialist; Wendy Niles, Fire
28 Marshal; Alonso Millar, Firefighter/Paramedic; and Danny Sanchez, Firefighter/EMT.
29 We want to appreciate them and recognize their On the Spot Awards.
30

31 B. Mayor

32
33 Mayor Mealor said earlier this week we had a very proactive meeting at the invitation of
34 the Seminole County School Board. He appreciated Commissioners Plank and
35 Lucarelli's attendance and they might want to comment on that.
36

37 C. Commissioners (1)

38
39 Deputy Mayor Brender as discussed at the last meeting we were preparing to do some
40 speaking at the Daughters of the American Revolution Constitution Day at Lake Mary
41 High School. Even though 7:20 A.M. is early for high school kids, he got some
42 intriguing questions. It was worthwhile and he enjoyed doing that kind of thing.
43

44 Deputy Mayor Brender said the CALNO meeting for this month was canceled due to
45 some scheduling conflicts. We will resume the normal schedule in November.
46

1 Commissioner Duryea congratulated Ronnie Gregory for his work on the Police Pension
2 Board which he serves on. You wouldn't believe how much time that takes with him
3 being a leader and the liaison with the police explaining every detail to each one of
4 them.

5
6 Commissioner Duryea asked what was planned for the holiday season. He asked if
7 they were letting Kathy go hog wild or were they going to reign her in.

8
9 Mr. Nipe said he was going to let her go. He has had such positive feedback from the
10 community, merchants, staff and the Commission. He said he was talking about the
11 Holiday in the Park and the Christmas lights that go along with that. It's such a positive
12 thing and thought they needed to keep that going. We will have Santa Claus come
13 through at the beginning of December for the Holiday in the Park and the lights will
14 remain the rest of December.

15
16 Commissioner Plank asked what they were doing for Halloween.

17
18 Mr. Nipe said on October 27th from 6:00 P.M. to 8:00 P.M. we have the Spooktacular.
19 We feel it will be a nice opportunity to get some vendors out, to hand out candy, and we
20 will have a train on the pavers. We will have a DJ to keep the kids entertained. All the
21 merchants along the area will be involved and will be handing out candy and dressing
22 up their storefronts.

23
24 Commissioner Plank said we also have Candlelight Tales at the museum on October
25 12th. There are some spaces left but is filling up fast.

26
27 Commissioner Plank said on Saturday we have the first of the two Ghost Walks. We
28 still have openings for October 13th and October 20th. If you haven't made your
29 reservations call the museum at 407-585-1481 or send an e-mail to
30 info@lakemaryhistory.org. Both of those events will be good. The Ghost Walk is all new
31 this year.

32
33 Commissioner Plank said regarding the meeting with the School Board, he serves on
34 another committee that is working with the School Board. He said the opening of
35 communication with the School Board, municipalities and the County is very satisfying.
36 The programs that Superintendent Griffin has in mind are in the direction we need to go
37 with the addition of vocational training, pre-K and that type of thing. Just the openness
38 with which they are working with the cities is to say in the least refreshing.

39
40 Commissioner Lucarelli congratulated Ronnie Gregory. He works super-hard at the arts
41 festival controlling traffic and issues as they come up. He does a great job as does the
42 whole police and fire departments. She thanked them all.

43
44 Commissioner Lucarelli said the Lake Mary-Heathrow Arts Festival will be held
45 November 3rd and 4th at Oval Park. Go to www.lakemaryheathrowarts.com for more

1 information. We have food trucks this year, two stages with additional entertainment.
2 She thought everyone would be pleased with the positive changes they have made.

3
4 Commissioner Lucarelli said the new Anti-Stalking Law went into effect October 1st. We
5 had an Anti-Stalking Coalition meeting that is going like wildfire between Orange,
6 Osceola and Seminole Counties to build community awareness and educate not only
7 the community but law enforcement on the new law, what stalking is, and what you can
8 do if you feel you are being stalked. The new law provides for a better and easier
9 injunction process where you don't have to hire an attorney. It redefines "credible
10 threat" and adds the cyber stalking aspect to the law. We had a press conference on
11 September 27th and the Orange County Clerk, Orange County PD, Seminole and Lake
12 Mary were represented, as well as Senator Simmons and Scott Plakon who were
13 responsible for drafting and helping get the legislation passed.

14
15 Commissioner Lucarelli said on Friday she was honored to receive an award from the
16 Women's Executive Council for Achievements in Government.

17
18 Commissioner Lucarelli said tonight the Economic Development Commission (EDC)
19 had their annual board meeting and reception at the zoo and it was very well attended.

20
21 Commissioner Lucarelli said she had an advertising opportunity for Holiday in the Park
22 and would send that information to Mr. Nipe. It is a digital billboard in Winter Park.

23
24 D. City Attorney

25
26 Ms. Reischmann had no report at this time.

27
28 XI. Adjournment

29
30 There being no further business, the meeting adjourned at 7:50 P.M.

31
32
33
34
35 _____
36 David J. Meador, Mayor

37 _____
38 Mary Campbell, Deputy City Clerk

39
40
41
42 ATTEST:

43 _____
Carol A. Foster, City Clerk



MEMORANDUM

DATE: October 18, 2012

TO: City Commission

FROM: Jackie Sova, City Manager

SUBJECT: Ordinance 1472 - Progress Energy Franchise Agreement - Second Reading (Public Hearing) (Jackie Sova, City Manager)

The City's current ten year Progress Energy franchise agreement expires on June 5, 2013. All in all we have been pleased with the agreement and have not encountered any concerns or difficulties that were not handled in a manner agreeable to all parties. Our relationship with Progress Energy continues to be extremely cooperative. They have always been very responsive to our requests especially in the area of required tree trimming. The current agreement does allow for an extension of another twenty years, however, I am recommending that we enter into a new ten year agreement with some changes and updates to the terms of the agreement. Over 25 other cities have adopted similar agreements in the last few years reflecting a new policy direction by Progress Energy since deregulation has become less of an issue.

The first clarification is that this is a right-of-way utilization agreement. Also as technology changes rapidly, and more and more firms are entering into the various types of technology markets in so many differing forms, I feel it is in the city's best interest to acknowledge this changing environment. As can be seen in Section 4. Grant of Authority, language is included to allow for potential additional types of infrastructure than has typically been provided.

In Section 7. Favored Nations, clarification is provided should Progress Energy offer more favorable terms to another municipality the City would be entitled to those terms. The present and proposed Franchise Fee is 6%.

Responsibility for notification of annexations, work in rights-of-way, and requests to underground electric are also clarified within the proposed agreement.

Notably missing from the proposed agreement is the option to purchase the grantee's electric facilities and the methodology to do so. As the City has never expressed an interest in such a purchase, and in consideration that nearly 40% of the City is serviced by Florida Power & Light, the practicality that this clause would become necessary is minimal. It has been represented to me that the only possible way we can have these terms renewed is with a new 30 year agreement.

Recommendation:

That Ordinance No. 1472 be approved upon first reading.

CURRENT-ADOPTED 6/5/03

ORDINANCE NO. 1094

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, GRANTING TO FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC., A NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR SEVERABILITY OF CERTAIN PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

IT IS HEREBY ENACTED BY THE CITY OF LAKE MARY, FLORIDA, AS FOLLOWS:

SECTION 1. Findings.

Grantor deems it necessary, desirable and in the interest of its citizens to enact an ordinance granting to Grantee a non-exclusive electric utility franchise within the Rights-of-Way in the City of Lake Mary, Florida.

SECTION 2. Short Title.

This ordinance shall be known and may be cited as the "Progress Energy Florida Electric Franchise."

SECTION 3. Definitions.

For the purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely permissive.

"Base Revenues" means Grantee's revenues from the retail sale of electricity, net of customer credits, to residential, commercial, and industrial customers and City sponsored street lighting all within the corporate limits of the City.

"Electric Energy Provider" means every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including Grantor herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Grantee's distribution or other facilities. Without limitation of the foregoing, "Electric Energy Provider" shall also include every Electric Utility, electric power marketer, or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.

"Electric Utility" shall have the meaning set out in Section 366.02(2), *Florida Statutes (2002)*, and shall also include every electric "Public Utility" as defined Section 366.02(1), *Florida Statutes (2002)*. "Electric Utility" shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or Country.

"Electric Utility System" means an electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.

"Franchise Area" means that area for which Grantee provides electric utility service, which is within the corporate city limits of Grantor.

"Grantee" means Florida Power Corporation dba Progress Energy Florida, Inc., its successors and assigns.

"Grantor" means the City of Lake Mary, Florida.

"Person" means any person, firm, partnership, association, corporation, company or organization of any kind.

"Rights-of-Way" means all of the public streets, alleys, highways, waterways, bridges, easements, sidewalks and parks owned by the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.

SECTION 4. Grant of Authority.

(A) There is hereby granted by Grantor, to Grantee, the right and privilege to construct, erect, operate, own and maintain, in, upon, along, across, above, over and under Rights-of-Way now laid out or dedicated, and all extensions thereof, and additions thereto in the corporate city limits, poles, wires, cables, underground conduits, manholes, fiber optic cable for its own use and other fixtures necessary or proper for the maintenance and operation of its Electric Utility System, provided that all portions of the same shall conform to the National Electrical Safety Code. This grant of authority is limited to the provision of electric utility services. Grantee agrees that, unless otherwise required by law, without the prior written permission of Grantor, Grantee will not allow any entity providing a wireless communication system to acquire rights to occupy Rights-of-Way under this Franchise. In the event Grantee desires to use its existing facilities, or construct new facilities, in order to provide public communications, leased fiber optic

capacity, or video services to existing or potential consumers, Grantee must obtain additional and separate permission from Grantor for such activities.

(B) Annexation or Contraction. Grantee agrees that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If Grantor approves any Franchise Area expansion or reduction by annexation or contraction, Grantor will provide written notice to Grantee, in accordance with Section 16 herein, within sixty (60) days of such approval. Grantee must revise its payments due to any expansion or reduction by annexation within a reasonable time after notice to Grantee, but no later than sixty (60) days after receipt of notice.

(C) Non-Exclusive Use. The right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive, and Grantor reserves the right to grant a similar use of said Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not materially and adversely impact Grantee's right to use and occupy Rights-of-Way as aforesaid.

SECTION 5. Term of Franchise.

(A) Except as otherwise provided herein, the Franchise and rights herein granted shall take effect and be in force from and after the final passage hereof, as required by law and upon the filing of an acceptance by Grantee of all the terms thereof with Grantor and shall continue in force and effect for a term of ten (10) years after the effective date of this Franchise ordinance. Grantor shall have the absolute right, but not the obligation, at its sole discretion, to extend the term of this Franchise for an additional twenty (20) years. In the event of such an extension, at the end of such extended term (30 years from the effective date of this Franchise), Grantor may elect to purchase Grantee's electric distribution facilities and "Associated Facilities" located within Grantor's municipal boundaries, except high tension transmission lines, generating plants, and facilities used to provide service to communities other than Grantor as provided in Section 12 below. "Associated Facilities" shall mean those portions of the substations in the City necessary to receive wholesale bulk service from the City's provider. Grantor must give notice of its desire to extend the term of this Franchise no later than six (6) months prior to the expiration of the initial term of this Franchise. If Grantor does not give such timely notice, Grantor's right to extend the term of this Franchise shall expire and be of no further force and effect.

SECTION 6. Payment to Grantor.

(A) Effective the first day of the second month beginning after the effective date of this ordinance, Grantor shall be entitled to receive from Grantee a monthly franchise amount that will equal six percent (6%) of Grantee's Base Revenues for the preceding month, which amount shall be the total compensation due Grantor for the rights, authority and privileges granted by this Franchise.

(B) Payment shall be made to Grantor for each month no later than the twentieth (20th) day of the following month. The monthly payment may be made by wire transfer. Any monthly payment or any portion thereof received twenty (20) days after the due date shall be subject to interest at the rate of ten percent (10%) per annum until all payments are paid in full.

SECTION 7. Favored Nations.

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee percentage in excess of that provided for in Section 6 above or which contains materially more favorable terms as to the subject matter of Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise so that this Franchise will contain the same provision for increased franchise fee payment and/or materially more favorable terms as to the subject matter of Section 6. Also, if a court of law in Florida with jurisdiction over the Grantor issues a final, non-appealable order (or order that is not appealed) holding that, during the term of a written, mutually agreed franchise (not including any claimed hold over, extended time period or attempted unilaterally imposed ordinance) Grantee is required to pay a franchise fee percentage under such mutually agreed franchise in excess of 6%, Grantor reserves the right to amend this Franchise to increase the franchise fee percentage payable under this ordinance to no more than the greater franchise fee percentage ordered by such Court. Nothing herein shall be interpreted to mean that Grantee agrees or admits that such a ruling would be correct or lawful or to impair Grantee's arguments in any such lawsuit. Grantee's obligation to pay a greater franchise fee percentage to Grantor shall apply prospectively beginning with the next monthly franchise fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased fee from its customers. Grantee's failure to notify Grantor of the circumstances which would cause Grantee to pay a greater franchise fee percentage does not limit Grantor's rights to amend to require such additional franchise fees or limit Grantee's liability with respect thereto. However, in the event Grantee does not provide timely notice as required by this paragraph, Grantor's amendment right shall, if exercised, relate back to the time at which Grantor could have first exercised that right hereunder if Grantor had been timely notified. Grantor shall notify Grantee whether Grantor will exercise its amendment rights within sixty (60) days of Grantee's giving notice of such other franchise terms or the date on which Grantee has actual knowledge of such other franchise terms.

(B) Notwithstanding Section 7(A) above, it is the intent and agreement of Grantor and Grantee that Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights-of-Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with

Grantee without utilizing Grantor's Rights-of-Way. Grantee agrees that Grantor shall have the right and the sole responsibility, to the fullest extent permitted by law, to enforce and collect a franchise fee under Section 6 from other Electric Utilities or other Electric Energy Providers which utilize Grantee's facilities located in Grantor's Rights-of-Way.

(C) In the event Grantee voluntarily enters in to a new, mutually agreed to franchise with another municipality after the effective date of this franchise as provided in Section 19 of this franchise ("new franchise"), which new franchise includes (1) a term shorter than thirty (30) years, and (2) an option to purchase Grantee's electric distribution system at the expiration of such term, then Grantor shall have the option to reduce the term of this franchise to such shorter term; provided the term of the new franchise is less than the remaining term of this franchise at the time Grantee provides notice to Grantor that it has entered in to the new franchise. Grantee shall notify Grantor that it has entered in to such a new franchise within sixty days of the effective date of the new franchise. Grantor shall have thirty (30) days from the date of Grantee's notice to notify Grantee that Grantor is exercising its option to select the shorter term. If Grantor fails to timely notify Grantee, Grantor shall be deemed to have waived its right to elect such shorter term, and such option shall expire and have no further force and effect. If Grantor timely notifies Grantee that Grantor is exercising its option to select the shorter term, Grantee and Grantor shall amend this franchise to reflect such shorter term within thirty (30) days of the date of Grantor's notice to Grantee that Grantor is exercising its option to select the shorter term.

SECTION 8. Indemnification.

(A) Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its facilities thereunder, and the acceptance of this Franchise by Grantee shall be deemed an agreement on the part of Grantee to indemnify Grantor and hold it harmless against any and all direct damages that Grantor may incur directly resulting from the sole negligence, default, or misconduct of Grantee in the construction, operation, or maintenance of its electric utility facilities thereunder.

(B) Grantee shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring Grantor and Grantee with regard to all damages set forth in Section 8(A) in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a person;
\$3,000,000 for bodily injury or death resulting from any one accident.
- (ii) \$50,000 for property damage resulting from any one accident.
- (iii) \$1,000,000 for all other types of liability.

(C) Grantor acknowledges that Grantee provides its own liability insurance (self-insured). On an annual basis, Grantee must submit its annual audited financial report as documentation that clearly demonstrates that it has accumulated sufficient

financial resources in order to provide insurance coverage as indicated in Section 8(B) above.

SECTION 9. Grantor Rights in Franchise.

The right is hereby reserved to Grantor to adopt such additional regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, and shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of Grantee or interfere with the benefits conferred on Grantee hereunder.

SECTION 10. Work in Rights-of-Way.

(A) Grantee is hereby granted the right, authority and privilege to make all necessary excavations in said square, streets, avenue, alleys, thoroughfares, public grounds and other parts of Grantor. Grantee shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in Grantee's business, together with all the right and privileges necessary or convenient for the full use including the right to trim, cut and keep clear all trees and limbs along said lines that may in any way endanger the proper operation of same.

(B) Moreover, Grantee shall have the right to construct, erect, operate and maintain in said City an electric system consisting of necessary substations, lines and related facilities for carrying on Grantee's business; provided that, in accomplishing these purposes, the streets of said City shall not be unreasonably obstructed and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by Grantor for the protection of the public.

SECTION 11. Records and Reports.

(A) Grantee Rules and Regulations. The following records and reports shall be available to Grantor upon Grantor's reasonable request: copies of rules, regulations, terms and conditions adopted by Grantee that relate to Grantee's use of Grantor's Rights-of-Way. In addition, Grantee shall submit to Grantor's Clerk's Department annually, Grantee's audited financial report upon Grantee's issuance of its audited financial report.

(B) Accounting. Grantee shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission ("FPSC"), or as mutually agreed to by Grantor and Grantee.

(C) Reports. Grantee will attach to each payment a statement of its estimated Base Revenues by revenue account for the period on which such payment is based, signed by an authorized representative of Grantee sufficient to show the source and method of computation of Base Revenues.

(D) Availability of Records and Reports. Grantee shall supply information that Grantor or its representatives may from time to time reasonably request relative to the calculation of franchise fees. All of these records shall, on written request of Grantor, be open for examination and audit by Grantor and Grantor's representatives during ordinary business hours, and such records shall be retained by Grantee for a period of five (5) years.

(E) Audit. Grantor may require an audit of Grantee's books not more than once every five (5) years. Grantee will reimburse Grantor's audit costs if the audit identifies errors in Grantee's franchise Base Revenues of five percent (5%) or more for the period audited. Errors identified during the audit process shall be projected for any additional time periods not covered during the audit if there is a reasonable probability these errors occurred during the unaudited period, but not for more than five (5) years. If an underpayment of franchise fees has occurred, interest will be computed at a rate of ten percent (10%) per annum. Both the underpayment and interest shall be paid within thirty (30) days after receipt of demand therefor from Grantor

SECTION 12. Option To Purchase Grantee's Electric Facilities.

In the event that, as provided in Section 5 above, Grantor elects to extend this Franchise for an additional twenty (20) years, at the end of such extended term (thirty years from the effective date of this Franchise), Grantor, as provided in Section 5 above, shall have the right to purchase Grantee's electric distribution facilities and "Associated Facilities" located within Grantor's municipal boundaries, except high tension transmission lines, generating plants, and facilities used to provide service to communities, other than the Grantor, as provided in this Section. "Associated Facilities" shall mean those portions of the substations in the City necessary to receive wholesale bulk service from the City's provider. Any exercise by Grantor of the purchase rights under this Section shall require Grantor to purchase all facilities subject to purchase and not a portion thereof.

(A) Initiation of Purchase Procedures. Grantor must give notice of its desire to initiate purchase procedures for a possible purchase no later than three (3) months prior to the expiration of this franchise. If Grantor does not give such timely notice, Grantor's right to purchase shall expire and be of no further force and effect.

(B) Attempts to Agree on Purchase Price. If such notice is timely given, the parties shall first meet and attempt to negotiate an agreed purchase price for such facilities. As part of the negotiations Grantee shall provide Grantor with Grantee's estimate of any stranded costs to which Grantee will claim entitlement if Grantor purchases the facilities.

(C) ***Demand for Arbitration.*** If the parties do not agree on a purchase price, including any stranded costs, within 180 days after the date of the notice in subparagraph (A), either party may demand that the purchase price be established in arbitration pursuant to the Florida Arbitration Code, presently Chapter 682, Florida Statutes, or such other similar law as may exist at the time of arbitration.

(D) ***Selection of Arbitrators.*** The arbitration shall be conducted before three (3) arbitrators mutually agreed to by the parties. If the parties cannot agree on three arbitrators, but have agreed on two, the two arbitrators shall mutually select the third arbitrator. If the parties cannot agree on at least two arbitrators, or if the two arbitrators cannot agree on a third arbitrator, either party may apply to a court of competent jurisdiction to appoint the arbitrator(s) necessary to constitute the three arbitrator panel. Each party may suggest candidate arbitrators to the Court. Absent the parties' agreement, the Court may not appoint an arbitrator who is a resident of the City of Lake Mary or who is an owner or manager of a business located within the City of Lake Mary.

(E) ***Arbitration Rules and Discovery.*** The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA), or such similar rules of the AAA as may exist at the time of the arbitration. The parties may mutually modify or waive any such AAA rules at any time and substitute additional or new rules of procedure. The parties shall not be required to utilize the services of the AAA.

(F) ***Scope of Arbitration, and Governing Methodology For Setting Purchase Price.*** The arbitration submission shall be limited to (a) establishing the purchase price of the facilities subject to purchase and the reasonable costs to Grantee of separating and reintegrating Grantee's distribution system located outside Grantor's municipal boundaries; (b) establishing a method for adjusting that price for post-arbitration changes to the facilities. Valuation shall be accomplished consistent with Florida law. The arbitrators may consider and apply any valuation methodology that is consistent with Florida Law including, without limitation, the comparable sales approach and the income approach to valuation. The award shall establish a methodology consistent with the above methodology for increasing the amount of the award for additional improvements or additions made to the system between the date of the award and the date of any actual purchase pursuant to these provisions.

(G) ***Stranded Costs Subject To Arbitration.*** Stranded costs shall be subject to the arbitration. This paragraph (G) shall not be construed as a waiver of Grantor's right to argue that Grantee is not entitled to an award of stranded costs.

(H) ***Form of Arbitration Award.*** The award shall identify the amounts awarded as to each category of the methodology set out in paragraphs (F) and (G) above.

(I) ***Attorney's Fees and Costs.*** Each party shall bear its own attorney's fees and costs.

(J) *Confirmation of Award.* The award of the arbitrators may be confirmed in any court of competent jurisdiction, and may be vacated, modified or denied confirmation only on grounds provided by the Florida Arbitration Code or as provided by Florida case law.

(K) *Grantee Notice of Intent to Seek an Award of Stranded Costs by FERC.*

- (1) Within sixty (60) days after the arbitration award is confirmed and not subject to further judicial action, Grantee shall notify Grantor whether it will seek recovery of stranded costs from FERC. If Grantee notifies Grantor that Grantee will seek stranded cost recovery, then Grantee shall have 180 days from the date of Grantee's notification to file a request for stranded cost recovery with FERC. If Grantee fails to file such a request, Grantee shall waive its right to seek any such stranded cost recovery. If Grantee waives its right to seek stranded cost recovery, within 180 days from the date of waiver, Grantor shall notify Grantee whether Grantor will purchase Grantee's facilities at the full amount of the arbitration award and further including any future escalation in the award required by the methodology established in the award for taking into account post-arbitration changes in the facilities, subject to purchase or Grantor shall waive its right to purchase Grantee's facilities. If Grantor timely notifies Grantee that Grantor will purchase Grantee's facilities, Grantor shall be obligated to purchase such facilities in accordance with paragraph (L) below.
- (2) If Grantee fails to notify Grantor within sixty (60) days after the arbitration award is confirmed and not subject to further judicial action, whether Grantee intends to seek stranded cost recovery, Grantee shall waive its right to seek stranded costs. If Grantee notifies Grantor that Grantee does not intend to seek recovery of stranded costs, then Grantor shall have 180 days from the date of such notice to notify Grantee whether Grantor will purchase Grantee's facilities at the full amount of the arbitration award and further including any future escalation in the award required by the methodology established in the award for taking into account post-arbitration changes in the facilities, subject to purchase. If the Grantor fails to notify Grantee within the 180 day period, Grantor's right to purchase shall expire and be of no further force and effect. If Grantor timely notifies Grantee that Grantor will purchase Grantee's facilities, Grantor shall be obligated to purchase such facilities in accordance with paragraph (L) below.

This paragraph (K) shall not be construed as a waiver of Grantor's right to argue that Grantee is not entitled to an award of stranded costs.

(L) ***Grantor Obligation to Purchase Upon FERC or Similar Award Becoming Final. Extinguishment of Purchase Option.*** Within 180 days after any FERC proceeding becoming final and not subject to judicial review, or if no stranded costs are claimed by Grantee as set out in paragraph (K) above, Grantor shall notify Grantee whether Grantor will purchase Grantee's facilities. If Grantor fails to timely notify Grantee, Grantor's right to purchase shall expire and have no further force and effect. If Grantor timely notifies Grantee of Grantor's intent to purchase, Grantor shall pay the full amount of the arbitration award, plus any escalation for post-arbitration changes in the facilities, plus any stranded costs awarded by FERC to Grantee and shall consummate such purchase, including making full payment therefor, within 180 days of such notice by Grantor. If Grantor fails to consummate the purchase within 180 days, Grantor's right to purchase Grantee's facilities shall expire and be of no further force and effect.

(M) ***No waiver or abrogation of regulatory reviews.*** Any such purchase shall be subject to the receipt of any necessary regulatory approvals.

SECTION 13. Severability.

Except as hereafter provided, should any section or provision of this Franchise ordinance or any portion thereof (other than that part of Section 5 hereof, which, if exercised grants Grantee a franchise term of thirty (30) years), the deletion of which would not adversely affect (in the general sense) the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction (or such other legal body, if any, having such final authority at the time of any such declaration of invalidity) to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. Provided, however, that should the effect of any such declaration of invalidity, whether partial or total, be to shorten the term of the franchise as provided in that portion of Section 5, which allows this Franchise to be extended to thirty (30) years, to a term less than a total of thirty (30) years herein, then Grantor's option to purchase Grantee's facilities under Section 12 hereof, and all other provisions of Section 12, shall not be severable and Section 12 shall be of no further force or effect.

SECTION 14. Acceptance.

This ordinance shall become effective upon being legally passed and adopted by the City Commission of the City of Lake Mary, as provided by law; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Commission and shall signify its acceptance in writing within thirty days after the City Commission's approval of this ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this franchise within thirty (30) days of its date of passage, then this Ordinance shall be null and void, and of no force and effect of any kind.

SECTION 15. Venue.

In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Seminole County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Orlando Division.

SECTION 16. Notices.

Except for notices under Section 12, all notices by either Grantor or Grantee to the other shall be made by either depositing such notice in the United States Mail, Certified Mail return receipt requested or by facsimile. All notices required under Section 12 shall be made, in writing, and served by Certified Mail return receipt requested. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and Grantor and Grantee observed holidays excepted. All notices shall be addressed as follows:

To Grantor:

City Manager
City of Lake Mary
P.O. Box 958445
Lake Mary, FL 32795-8445
Facsimile No.: (407) 585-1498

To Grantee:

Vice President, Corporate Relations
and Administrative Services
Progress Energy Florida, Inc.
P. O. Box 14042
St. Petersburg, FL 33733-4042
Facsimile No.: (727) 820-5940

Notice shall be given as required by this Franchise and for all other emergencies. Notice shall be provided to the above-named addressees unless directed otherwise in writing by Grantor or Grantee.

SECTION 17. Non-Waiver Provision.

Except for the failure of Grantor to provide written notice to Grantee as set forth in Section 4(B) herein, the failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 18. Merger.

This franchise agreement is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior or contemporaneous representations, discussions, negotiations, understandings and

agreements relating to the subject matter of this agreement. The parties shall not be bound by or be liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducement, or other understanding of any kind or nature not set forth or provided for herein.

SECTION 19. Effective Date.

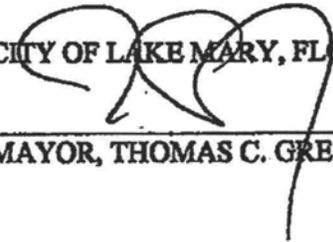
This Franchise shall take effect immediately upon adoption by the City and approval and acceptance by Grantee as provided in Section 14 above.

SECTION 20. Repealer And Superseding Provision.

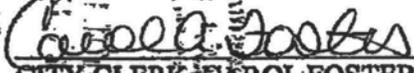
This ordinance shall supersede as to the rights, privileges and obligations between Grantor and Grantee all ordinances and parts of ordinances in conflict herewith and all existing ordinances affecting electric utilities are hereby repealed upon the effective date of this ordinance.

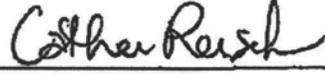
FIRST READING May 15, 2003
SECOND READING: June 5, 2003

PASSED AND ADOPTED this 5 day of June, A.D., 2003


CITY OF LAKE MARY, FLORIDA

MAYOR, THOMAS C. GREENE


ATTEST:

CITY CLERK, CAROL FOSTER

Approved as to form and legality:


CITY ATTORNEY

I HEREBY CERTIFY that a true and correct copy of the foregoing Ordinance No. 1094 was by me, on the 16 day of May, A.D., 2003, posted at City Hall, 100 North Country Club Road, Lake Mary Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the City of Lake Mary, Florida, this 6 day of June, A.D., 2003.

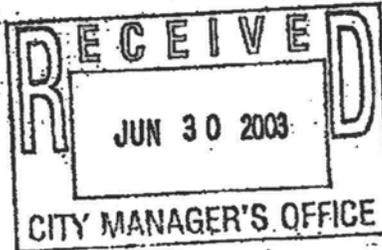

Carol Foster, City Clerk of the City of
Lake Mary, Florida



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Progress Energy



Vincent M. Dolan
Vice President
Corporate Relations & Administrative Services
Progress Energy Florida, Inc.

June 13, 2003

The Honorable Thomas C. Greene
and City Commission
City of Lake Mary
P.O. Box 958445
Lake Mary, Florida 32795-8445

RE: Electric Franchise Ordinance No. 1094 and Supplementary Agreement
granted by the City of Lake Mary to Progress Energy Florida, Inc.
on June 5, 2003.

Dear Mayor Greene and City Commission:

Progress Energy hereby accepts the above referenced franchise ordinance and supplementary agreement and each of the stated terms of both agreements. On behalf of the entire Progress Energy team, I commend everyone that has been involved in finalizing this franchise ordinance.

We at Progress Energy are proud of our 30 years of service to the community and ongoing partnership with the City of Lake Mary.

Please file this acceptance letter in the official record of the City so that it may be a matter of record along with the Progress Energy Electric Franchise Ordinance No. 1094 passed and adopted on June 5, 2003.

Respectfully,

Vincent M. Dolan

VMD:jfw

cc: Billy Raley
Gail Simpson
Sophia O'Keefe

P.O. Box 14042
MAC - C2D
St. Petersburg, FL 33733

T > 727.820.5001
F > 727.820.5940

RED-LINED

ORDINANCE # _____

AN ORDINANCE GRANTING TO FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC. A NON-EXCLUSIVE ELECTRIC UTILITY RIGHT OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS-OF-WAY IN THE CITY OF LAKE MARY, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE COMMISSION OF THE CITY OF LAKE MARY, FLORIDA:

SECTION 1. Findings.

The City deems it necessary, desirable and in the interest of its citizens to establish by ordinance a right-of-way utilization franchise (sometimes referred to herein as the "Franchise") granting the Company permission to occupy the Rights-of-Way in the City of Lake Mary, Florida, for the purpose of providing electric services.

SECTION 2. Short Title.

This ordinance shall be known and may be cited as the "Progress Energy Florida Right of Way Utilization Franchise."

SECTION 3. Definitions.

For the purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely permissive.

- (A) "Adversely Affected"- For the Company, a loss of one percent (1%) of Base Revenues within the corporate city limits due to Retail Wheeling. For the City, a loss of one percent (1%) of franchise fees due to Retail Wheeling.
- (B) "Base Revenues" means all Company's revenues from the retail sale of electricity, net of customer credits, to residential, commercial, and industrial customers and City sponsored street lighting all within the corporate limits of the City.
- (C) "Company" or "Grantee" – Florida Power Corp. d/b/a Progress Energy Florida Inc., its successors and assigns.

- (D) "City" or "Grantor" – The City of Lake Mary, Florida.
- (E) "Electric Energy Provider" means every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including City herein), which owns, maintains, or operates an electric generation, transmission, or distribution system or facilities, or which otherwise provides, arranges for, or supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing Company's distribution or other facilities. Without limitation of the foregoing, "Electric Energy Provider" shall also include every Electric Utility, electric power marketer, or electric power aggregator. It shall also include every entity providing such services as metering, customer billing, payment collection and processing, and customer information and data processing.
- (F) "Electric Utility" shall have the meaning set out in Section 366.02(2), *Florida Statutes* (2010), and shall also include every electric "Public Utility" as defined Section 366.02(1), *Florida Statutes* (2010). "Electric Utility" shall further include every investor owned, municipally or governmentally owned, or cooperatively owned electric utility (including their lessees, trustees or receivers), which owns, maintains, or operates an electric generation, transmission, or distribution system in any State or Country.
- (G) "Electric Utility System" means an electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.
- (H) "Franchise Area" means that area for which Company provides electric utility service within the corporate City limits of the City.
- (I) "Facilities" has the meaning as set forth in Section 4.
- (J) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.
- (K) "Public Service Commission" means the Florida Public Services Commission.
- (L) "Rights-of-Way" - All of the public streets, alleys, highways, waterways, bridges, sidewalks and parks, and any other public ways or places owned by the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.
- (M) "Retail Wheeling"- A customer/supplier arrangement whereby an Electric Energy Provider utilizes transmission and/or distribution facilities of Company to make energy sales directly to an end use customer located within the Franchise Area.

SECTION 4. Grant of Authority.

(A) This grant of authority is limited to the provision by Company to place its Facilities within the Rights-of-Way for its electric utility services. Accordingly, the City hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, including but not limited to conduits, cables, poles, wires, supports and such other structures or appurtenances as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service (collectively the "Facilities"), provided that all portions of the same shall conform to accepted industry standards, including but not limited to the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside "Rights-of-Ways" as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the non-exclusive, but unrestricted right to place its Facilities within the Rights-of-Ways, the City expressly acknowledges and agrees that Company shall not be required to pull or pay for permits to perform any work maintenance activities on or related to its Facilities within the Rights-of-Ways. In the event Grantee desires to use its existing facilities, or construct new facilities, in order to provide retail public communications, leased fiber optic capacity, or video services to existing or potential consumers, Grantee must obtain additional and separate permission from Grantor for such activities. Company agrees to maintain contact with City and to communicate infrastructure improvements and system hardening activities within the city.

(B) Annexation or Contraction. City and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If City approves any Franchise Area expansion or reduction by annexation or contraction, City will provide written notice to Company's Annexation Coordinator, at the address provided below, within sixty (60) days of such approval and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, City shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, and zip codes associated with each street name. All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows with the address subject to change:

Progress Energy
Annexation Coordinator
P. O. Box 33199
St. Petersburg, FL 33733-8199
Or by email to : AnnexationRequests@pgnmail.com

Company must revise its payments due to any expansion or reduction by annexation within a reasonable time after Company has received such notice and updated list from City, but no later than sixty (60) days after receipt of notice and the list. City understands and affirmatively acknowledges that the Company will exclusively rely upon the City to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. Further, City acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) Non-Exclusive Use. The Company's right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive as to entities not engaged in the provision of electric energy and service, and the City reserves the right to grant to others the right to utilize the Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonably conflict with the rights granted to Company herein.

SECTION 5. Notice of Acceptance and Term of Franchise.

This ordinance shall become effective upon being legally passed and adopted ("Effective Date") by the City Council; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Council and shall signify its acceptance in writing within thirty (30) days after the City Council's approval of this ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this franchise within thirty (30) days of its date of passage, then this Ordinance shall be null and void, and of no force and effect of any kind. The term of the Franchise granted herein shall be for a period of ten (10— years commencing on the Effective Date.

SECTION 6. Payment to City.

(A) Effective the first day of the second month beginning after the Effective Date of this ordinance, City shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the preceding month, which amount shall be the total compensation due City for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder or to do business within the Franchise Area. Any franchise amounts that will be paid to the City will be collected by the Company from Company's customers in the Franchise Area and passed through to the City in the manner described herein. The City expressly acknowledges that no additional or other amounts shall be due or remitted by Company for the exercise of its

rights granted hereunder except for the payment of all applicable taxes not related to the rights granted here in.

Payment shall be made to City for each month no later than the twentieth (20th) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date without good cause shall be subject to interest calculated for each month of the underpayment period using the average monthly interest rate based on 30 day commercial paper.

(B) Only disputed amounts shall be allowed to be withheld by Company, and any such amounts shall not accrue any interest during the pendency of any such dispute.

(C) The City acknowledges that all classifications and categories of customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

SECTION 7. Favored Nations.

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, or providing another municipality materially more favorable terms as to the Term of this franchise as set forth in Section 5 above, or the acquisition of Grantee's facilities located within the Rights-of-Way of Grantor Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the franchise fee payable under this ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly franchisee fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

(B) It is the intent and agreement of Grantor and Grantee that Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights-of-Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights-of-Way.

(C) If Grantor imposes a lesser fee, or no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's municipal boundaries, whether utilizing Grantor's Rights-of-Way or not utilizing Grantor's Rights-of-Way, Grantee's fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero, if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, City shall not grant more favorable treatment to other Electric Energy Providers than is granted to Company under this ordinance, it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution

service, to customers within the corporate limits of City shall be given a competitive advantage over Company.

SECTION 8. Grantor Rights.

The right is hereby reserved to the City to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, and shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, or conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the event of a conflict between this Franchise Agreement and any other ordinance or regulation adopted by the City relating to Company's rights to perform work in and/or occupancy of the Rights-of-Way as permitted hereunder, the rights under this Franchise Agreement shall govern and control.

SECTION 9. Work In Rights-Of-Way.

(A) The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights-of-Way of the City related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the right and privileges necessary or convenient for the full use including the right to trim, cut and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the City an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said City shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the City for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder.

(B) Any request to underground electric utility facilities shall be performed in accordance with applicable public tariff sections as approved by the Florida Public Service Commission or other state agency as may have jurisdiction under the general laws of the State of Florida governing such underground work. All costs associated with such underground work shall be estimated and applied in accordance with the Company's standard public tariffs as approved by the Florida Public Service Commission or other state agency as may have jurisdiction under the general laws of the State of Florida.

SECTION 10. Indemnification.

(A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs that City may

incur to the extent arising out of or resulting from the negligence or willful misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. Both City and Progress Energy each agree to be responsible for their own negligent acts, errors, or omissions in the performance of this Agreement. The parties acknowledge and agree that the City's performance under this Agreement is subject to the provisions and limitations of section 768.28, Florida Statutes. Nothing herein shall be construed as (1) a waiver of sovereign immunity of the City beyond the waiver provided in section 768.28, Florida Statutes; or (2) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs that City may incur to the extent arising out of or resulting from the negligence, default, or misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. In no event shall Company be liable to City for any consequential, incidental, punitive, exemplary, multiple, or indirect damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise. In no event shall either party be liable to the other for any consequential damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.

(B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring City and Company with regard to all damages set forth in Section 8(A) in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a person;
\$3,000,000 for bodily injury or death resulting from any one accident.
- (ii) \$50,000 for property damage resulting from any one accident.
- (iii) \$1,000,000 for all other types of liability.

(C) City acknowledges that Company provides its own liability insurance (self-insured).

SECTION 11. Records and Reports.

(A) Company Rules and Regulations. The following records and reports shall be available to City upon City's reasonable request: copies of rules, regulations, terms and conditions adopted by Company that relate to Company's use of City's Rights-of-Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company.

(C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6(A).

(D) Availability of Records and Reports. Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of franchise fees. Such records shall, on written request of City, be open for examination and audit by City and City's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of three (3) years.

(E) Audit. City may require, upon prior written notice and during Company's normal business hours, an audit of Company's books related to this Agreement not more than once every five (5) years and then only for the preceding three years. Company will reimburse City's audit costs if the audit identifies errors in Company's franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of franchise fees has occurred due to the Company's error, interest will be calculated for each month of the underpayment period using the average monthly interest rate based on 30 day commercial paper of 10% per annum.

Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.

(F) Customer Report. In addition to City's obligations in Section 4(B), within 90 days of the Effective Date of this Agreement, City shall provide to Company a report in a format acceptable to Company setting forth a listing of all addresses within the corporate limits of the City and annually thereafter a report identifying any changes to the address listing provided the previous year.

SECTION 12 Retail Wheeling.

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between The Company and The City. ~~If the parties are unable to agree within ninety (90) days of reopening, either party may declare an impasse and may file an action in the Circuit Court in Pinellas County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail Wheeling.~~

SECTION 13. Severability.

Should any section or provision of this Franchise ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, City and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

SECTION 14. Governing Law and Venue.

(A) This Franchise ordinance shall be construed and interpreted according to the laws of the State of Florida.

(B) In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Pinellas County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

SECTION 15. Merger.

This Franchise agreement is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

SECTION 16. Notices.

Except in exigent circumstances, all notices by either City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested or by recognized commercial delivery, e.g. FedEx, UPS or DHL or facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City and Company observed holidays excepted. All notices shall be addressed as follows:

To City: _____

City Clerk
100 N. Country Club Rd
Lake Mary, FL 32795-8445
Phone: (407) 585-1415
Facsimile No.: (407) 585-1498

City Manager
City of Lake Mary
100 N. Country Club Rd
Lake Mary, FL 32795-8445
Phone: (407) 585-1419
Facsimile No.: (407) 585-1498

To Company:

External Relations Department
Progress Energy Services Company, LLC
P.O. Box 14042
St. Petersburg, FL 33733-4042
Facsimile No.: (727) 820-5715

SECTION 17. Non-Waiver Provision.

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to

have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 18. Repealer And Superseding Provision.

This ordinance shall supersede, as to the rights, privileges and obligations between City and Company, all ordinances and parts of ordinances in conflict with the terms of this ordinance. Ordinance Documentary No. 1094 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this ordinance, and none of the provisions of such repealed Ordinance Documentary No. 1094 and any amendments thereto shall have any further force and effect.

SECTION 19. Dispute Resolution.

The parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies, they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

ADVERTISED _____, 20__.

READ FIRST TIME _____, 20__.

READ SECOND TIME AND ADOPTED _____, 20__.

CITY OF LAKE MARY, FLORIDA

Mayor, David J. Mealor

ATTEST:

City Clerk, Carol A. Foster

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Lake Mary, Florida, only.

City Attorney

Vincent M. Dolan, President & CEO
Progress Energy Florida, Inc.

FINAL

ORDINANCE # 1472

AN ORDINANCE GRANTING TO FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC. A NON-EXCLUSIVE ELECTRIC UTILITY RIGHT OF WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS-OF-WAY IN THE CITY OF LAKE MARY, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE COMMISSION OF THE CITY OF LAKE MARY, FLORIDA:

SECTION 1. Findings.

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SECTION 2. Short Title.

This ordinance shall be known and may be cited as the "Progress Energy Florida Right of Way Utilization Franchise."

SECTION 3. Definitions.

For the purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely permissive.

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- (G) "Electric Utility System" means an electric power system installed and operated in the Franchise Area in accordance with the provisions of the Florida Public Service Commission establishing technical standards, service areas, tariffs and operating standards, which shall include but not be limited to electric light, heat, power, and energy facilities, and a generation, transmission, and distribution system, with such extensions thereof and additions thereto as shall hereafter be made.
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(A) This grant of authority is limited to the provision by Company to place its Facilities within the Rights-of-Way for its electric utility services. Accordingly, the City hereby grants to the Company, its successors and assigns the non-exclusive right, authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in, under, upon, over and across the present and future Rights of Way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, including but not limited to conduits, cables, poles, wires, supports and such other structures or appurtenances as may be reasonably necessary for the construction, maintenance and operation of an electric generation, transmission and distribution system, including information, telecommunication, and video transmission used solely for the provision of electric service (collectively the "Facilities"), provided that all portions of the same shall conform to accepted industry standards, including but not limited to the National Electrical Safety Code. Nothing in this Ordinance shall require Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities identified hereinabove that were in place under previous ordinances or permits prior to the Effective Date of this Ordinance, regardless of whether such poles, wires or other Facilities are located outside "Rights-of-Ways" as defined herein. Nor shall anything in this Ordinance prohibit Company from performing upgrades, replacements, maintenance or servicing of such poles, wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise is intended to grant Company the non-exclusive, but unrestricted right to place its Facilities within the Rights-of-Ways, the City expressly acknowledges and agrees that Company shall not be required to pull or pay for permits to perform any work maintenance activities on or related to its Facilities within the Rights-of-Ways. In the event Grantee desires to use its existing facilities, or construct new facilities, in order to provide retail public communications, leased fiber optic capacity, or video services to existing or potential consumers, Grantee must obtain additional and separate permission from Grantor for such activities. Company agrees to maintain contact with City and to communicate infrastructure improvements and system hardening activities within the city.

(B) Annexation or Contraction. City and Company agree that the Franchise Area is subject to expansion or reduction by annexation and contraction of municipal boundaries. If City approves any Franchise Area expansion or reduction by annexation or contraction, City will provide written notice to Company's Annexation Coordinator, at the address provided below, within sixty (60) days of such approval and this Franchise shall automatically extend to include any such annexed areas.

Additionally, within sixty (60) days of any such annexation or contraction, City shall provide to Company an updated list containing the new or removed street names, known street name aliases, street addresses, and zip codes associated with each street name. All notices of annexation or contraction and address listings shall be addressed to the Annexation Coordinator as follows with the address subject to change:

Progress Energy
Annexation Coordinator
P. O. Box 33199
St. Petersburg, FL 33733-8199
Or by email to : AnnexationRequests@pgnmail.com

Company must revise its payments due to any expansion or reduction by annexation within a reasonable time after Company has received such notice and updated list from City, but no later than sixty (60) days after receipt of notice and the list. City understands and affirmatively acknowledges that the Company will exclusively rely upon the City to provide timely and accurate information to the Company regarding any such annexations or contractions, and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any payments due to the City that are impacted by such annexations or contractions. Further, City acknowledges that if such information is not timely furnished to Company as required herein, any related obligation to collect payments shall be suspended during the period of delay.

(C) Non-Exclusive Use. The Company's right to use and occupy Rights-of-Way for the purposes herein set forth shall be non-exclusive as to entities not engaged in the provision of electric energy and service, and the City reserves the right to grant to others the right to utilize the Rights-of-Way, to any person at any time during the period of this Franchise so long as such grant does not create an unsafe condition or unreasonably conflict with the rights granted to Company herein.

SECTION 5. Notice of Acceptance and Term of Franchise.

This ordinance shall become effective upon being legally passed and adopted ("Effective Date") by the City Council; and it is further agreed that Grantee shall accept this Franchise as of the date of the passage and adoption by the City Council and shall signify its acceptance in writing within thirty (30) days after the City Council's approval of this ordinance by filing its written acceptance with the City Clerk. If Grantee fails to accept this franchise within thirty (30) days of its date of passage, then this Ordinance shall be null and void, and of no force and effect of any kind. The term of the Franchise granted herein shall be for a period of ten (10) years commencing on the Effective Date.

SECTION 6. Payment to City.

(A) Effective the first day of the second month beginning after the Effective Date of this ordinance, City shall be entitled to receive from Company a monthly franchise amount that will equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the preceding month, which amount shall be the total compensation due City for any and all rights, authority and privileges granted by this Franchise, including compensation for any required permits, parking fees, or any other fee or cost related to the rights granted hereunder or to do business within the Franchise Area. Any franchise amounts that will be paid to the City will be collected by the Company from Company's customers in the Franchise Area and

passed through to the City in the manner described herein. The City expressly acknowledges that no additional or other amounts shall be due or remitted by Company for the exercise of its rights granted hereunder except for the payment of all applicable taxes not related to the rights granted here in.

Payment shall be made to City for each month no later than the twentieth (20th) day of the following month. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) days after the due date without good cause shall be subject to interest calculated for each month of the underpayment period using the average monthly interest rate based on 30 day commercial paper.

(B) Only disputed amounts shall be allowed to be withheld by Company, and any such amounts shall not accrue any interest during the pendency of any such dispute.

(C) The City acknowledges that all classifications and categories of customers of Company shall be subject to the payment of the Franchise Fee due hereunder.

SECTION 7. Favored Nations.

(A) In the event Grantee shall hereafter accept an electric utility franchise ordinance from any municipality providing for the payment of a franchise fee in excess of that provided for in Section 6 above, or providing another municipality materially more favorable terms as to the Term of this franchise as set forth in Section 5 above, or the acquisition of Grantee's facilities located within the Rights-of-Way of Grantor Grantee shall notify Grantor, and Grantor reserves the right to amend this Franchise to increase the franchise fee payable under this ordinance to no more than the greater franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to pay such greater franchise fee to Grantor shall apply prospectively beginning with the next monthly franchisee fee payment following Grantor's timely notice of its exercise of its amendment right to which Grantee may collect such increased fee from its customers. Grantee's failure to notify Grantor of such additional payments does not limit Grantor's right to amend to require such additional franchise fees.

(B) It is the intent and agreement of Grantor and Grantee that Grantee shall not be required to pay Grantor a franchise fee under Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or Electric Energy Provider utilizing Grantor's Rights-of-Way on such Electric Utility's or Electric Energy Provider's revenues attributable to services that are the same or substantially the same as those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that Grantee should not be placed at a competitive disadvantage by the payments required by Section 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide services in competition with Grantee without utilizing Grantor's Rights-of-Way.

(C) If Grantor imposes a lesser fee, or no fee, or is unable to impose a fee on another Electric Utility or Electric Energy Provider providing or seeking to provide services in competition with Grantee to customers within Grantor's municipal boundaries, whether utilizing Grantor's Rights-of-Way or not utilizing Grantor's Rights-of-Way, Grantee's fee under Section 6 for such services shall be automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy Provider (or to zero, if no fee is charged such other Electric Utility or Electric Energy Provider). In all events, City shall not grant more favorable treatment to other

Electric Energy Providers than is granted to Company under this ordinance, it being the intent of the parties that no future provider of electric service, be it generation, transmission or distribution service, to customers within the corporate limits of City shall be given a competitive advantage over Company.

SECTION 8. Grantor Rights.

The right is hereby reserved to the City to adopt such regulations as it shall find necessary in the exercise of its police power, provided that such regulations, by ordinance or otherwise, shall be reasonable, and shall not be in conflict with the laws of the State of Florida or the lawful regulations of any state agency possessing the power to regulate the activities of the Company, or conflict with or otherwise interfere with the benefits conferred on the Company hereunder. In the event of a conflict between this Franchise Agreement and any other ordinance or regulation adopted by the City relating to Company's rights to perform work in and/or occupancy of the Rights-of-Way as permitted hereunder, the rights under this Franchise Agreement shall govern and control.

SECTION 9. Work In Rights-Of-Way.

(A) The Company is hereby granted the right, authority and privilege to perform all necessary work and excavations in said Rights-of-Way of the City related to its Facilities and necessary or incidental to carrying out such rights and obligations as permitted hereunder. The Company shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes and cables necessary for transmitting and conveying the electric current to be used in the Company's business, together with all the right and privileges necessary or convenient for the full use including the right to trim, cut and keep clear all trees and limbs near or along Company's Facilities that may in any way endanger the proper operation of same. Moreover, the Company shall have the right to construct, erect, operate and maintain within the City an electric system consisting of its Facilities for carrying on the Company's business; provided that, in accomplishing these purposes, the streets of said City shall not be unnecessarily obstructed for an unreasonable amount of time and work in connection therewith shall be done and carried on in conformity with such reasonable rules, standards, regulations and local ordinances with reference thereto as may be adopted by the City for the protection of the public and which are not in conflict with or otherwise interfere with the benefits conferred on the Company hereunder.

(B) Any request to underground electric utility facilities shall be performed in accordance with applicable public tariff sections as approved by the Florida Public Service Commission or other state agency as may have jurisdiction under the general laws of the State of Florida governing such underground work. All costs associated with such underground work shall be estimated and applied in accordance with the Company's standard public tariffs as approved by the Florida Public Service Commission or other state agency as may have jurisdiction under the general laws of the State of Florida.

SECTION 10. Indemnification.

(A) The acceptance of this Franchise by Company shall be deemed an agreement on the part of Company to indemnify City and hold it harmless against any and all direct damages, claims, expenses, reasonable attorneys' fees (including appellate fees) and costs that City may incur to the extent arising out of or resulting from the negligence or willful misconduct of Company, its contractors and agents in the construction, repair, operation, or maintenance of its electric utility Facilities hereunder. Both City and Progress Energy each agree to be responsible for their own negligent acts, errors, or omissions in the performance of this Agreement. The parties acknowledge and agree that the City's performance under this Agreement is subject to the provisions and limitations of section 768.28, Florida Statutes. Nothing herein shall be construed as (1) a waiver of sovereign immunity of the City beyond the waiver provided in section 768.28, Florida Statutes; or (2) a waiver of any defenses of either party under Florida law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. In no event shall either party be liable to the other for any consequential damages, lost profits or other business interruption damages, by statute, in tort (including negligence or strict liability), in contract, or under any indemnity provision or otherwise.

(B) Company shall maintain throughout the term of this Franchise sufficient financial resources to provide self-insurance insuring City and Company with regard to all damages set forth in Section 8(A) in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a person;
\$3,000,000 for bodily injury or death resulting from any one accident.
- (ii) \$50,000 for property damage resulting from any one accident.
- (iii) \$1,000,000 for all other types of liability.

(C) City acknowledges that Company provides its own liability insurance (self-insured).

SECTION 11. Records and Reports.

(A) Company Rules and Regulations. The following records and reports shall be available to City upon City's reasonable request: copies of rules, regulations, terms and conditions adopted by Company that relate to Company's use of City's Rights-of-Way.

(B) Accounting. Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Florida Public Service Commission or such other applicable governing agency having jurisdiction over Company.

(C) Reports. Company will submit monthly a statement of its estimated Base Revenues for the period on which such payment is based. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in Section 6(A).

(D) Availability of Records and Reports. Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of

franchise fees. Such records shall, on written request of City, be open for examination and audit by City and City's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary business hours and such records shall be retained by Company for a period of three (3) years.

(E) Audit. City may require, upon prior written notice and during Company's normal business hours, an audit of Company's books related to this Agreement not more than once every five (5) years and then only for the preceding three years. Company will reimburse City's audit costs if the audit identifies errors in Company's franchise Base Revenues of five percent (5%) or more for the period audited. If an underpayment of franchise fees has occurred due to the Company's error, interest will be calculated for each month of the underpayment period using the average monthly interest rate of 10% per annum. Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.

(F) Customer Report. In addition to City's obligations in Section 4(B), within 90 days of the Effective Date of this Agreement, City shall provide to Company a report in a format acceptable to Company setting forth a listing of all addresses within the corporate limits of the City and annually thereafter a report identifying any changes to the address listing provided the previous year.

SECTION 12 Retail Wheeling.

In the event the appropriate governmental authorities authorize Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this ordinance upon thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee payments between The Company and The City.

SECTION 13. Severability.

Should any section or provision of this Franchise ordinance or any portion thereof, the deletion of which would not adversely affect the receipt of any material benefits or, substantially increase the burden of any party hereunder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid. In the event of any such partial invalidity, City and Company shall meet and negotiate in good faith to obtain a replacement provision that is in compliance with the judicial authority's decision.

SECTION 14. Governing Law and Venue.

(A) This Franchise ordinance shall be construed and interpreted according to the laws of the State of Florida.

(B) In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Pinellas County, Florida, or, if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Tampa Division.

SECTION 15. Merger.

This Franchise agreement is the full, complete and entire understanding and agreements of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this agreement. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

SECTION 16. Notices.

Except in exigent circumstances, all notices by either City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested or by recognized commercial delivery, e.g. FedEx, UPS or DHL or facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received by next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City and Company observed holidays excepted. All notices shall be addressed as follows:

To City: _____

City Clerk
100 N. Country Club Rd
Lake Mary, FL 32795-8445
Phone: (407) 585-1415
Facsimile No.: (407) 585-1498

City Manager
City of Lake Mary
100 N. Country Club Rd
Lake Mary, FL 32795-8445
Phone: (407) 585-1419
Facsimile No.: (407) 585-1498

To Company:

External Relations Department
Progress Energy Services Company, LLC
P.O. Box 14042
St. Petersburg, FL 33733-4042
Facsimile No.: (727) 820-5715

SECTION 17. Non-Waiver Provision.

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

SECTION 18. Repealer And Superseding Provision.

This ordinance shall supersede, as to the rights, privileges and obligations between City and Company, all ordinances and parts of ordinances in conflict with the terms of this ordinance. Ordinance Documentary No. 1094 and any amendments thereto, are hereby deemed null and void and/or repealed upon the effective date of this ordinance, and none of the provisions of such repealed Ordinance Documentary No. 1094 and any amendments thereto shall have any further force and effect.

SECTION 19. Dispute Resolution.

The parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies, they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

ADVERTISED _____, 20__.

READ FIRST TIME _____, 20__.

READ SECOND TIME AND ADOPTED _____, 20__.

CITY OF LAKE MARY, FLORIDA

Mayor, David J. Mealor

ATTEST:

City Clerk, Carol A. Foster

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Lake Mary, Florida, only.

City Attorney

Vincent M. Dolan, President & CEO
Progress Energy Florida, Inc.



MEMORANDUM

DATE: September 27th, 2012

TO: Mayor & City Commission

FROM: Radley Williams, Recreational Facilities Crew Leader

VIA: Bryan Nipe, Director of Parks and Recreation

THRU: Jackie Sova, City Manager

SUBJECT: Elder Affairs Commission 2013 Shred-a-thon Event Location

The Elder Affairs Commission has requested a larger parking lot facility to conduct the 7th Annual Shred-a-thon event on January 26 , 2013. The request is a result of the ever increasing popularity of the event among citizens in the community. The 2012 event was very successful, as over 700 vehicles were processed through the line, filling 5 Shred-It trucks with over 40,000 pounds of shredded paper. The 2012 Shred-a-thon brought in total donations of \$7605.73 .

With the increased number of vehicles, it became apparent that the event has outgrown the parking lot facility at the Lake Mary Senior Center. Traffic was backed up down Wallace Court, and required assistance from LMPD to direct traffic flow. To alleviate the traffic congestion, the Elder Affairs Commission has researched and negotiated a lease agreement for the use of the parking lot facility located at Remington College at 660 Century Point, Lake Mary FL 32746. The landlord (Rinehart Ridge IV, Inc.) has agreed to allow the City to use the parking lot facility for eight (8) hours to conduct the event, free of charge.

Recommendation

That the City execute the attached lease agreement for the use of the parking lot facility at Remington College, 660 Century Point, Lake Mary FL 32746, for the 2012 Shred-a-thon event.

Attachments

1. Parking Area Lease Agreement between Rinehart Ridge IV, Inc (Landlord) and the City of Lake Mary (tenant)



MEMORANDUM

DATE: October 18, 2012

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler

SUBJECT: Approval of Interlocal Agreement between Seminole County and the City Relating to Jurisdictional Road Transfer of a Portion of Old Lake Mary Road

REQUEST: Staff requests that the City Commission approve the proposed Interlocal Agreement between the City and Seminole County regarding a transfer of ownership of a portion of Old Lake Mary Road, from the southerly extension of the west ROW line of First Street to the eastward extension of north ROW line of Wilbur Avenue, as shown on the attached agreement.

DISCUSSION: Like Country Club Road, Old Lake Mary Road is a main north/south roadway through the City's developing downtown area. Additionally, it will provide access to the proposed Station House Development and the developing Lake Mary SunRail commuter rail station.

Currently, Old Lake Mary Road is owned and maintained by Seminole County. Regarding the long term growth and development of area around the Station House development and SunRail, staff believes that it is necessary for the City to control a portion of Old Lake Mary Road. City staff has discussed this matter with Seminole County Staff and, the attached Interlocal Agreement is the result of these discussions. The following is a summary of the proposed document:

The County would transfer ownership of the above referenced section of Old Lake Mary Road to the City of Lake Mary.

The City would also assume maintenance responsibility, including but not limited to stormwater and drainage facilities, traffic control and the roadway base and travel surface.

The posted speed limit shall not be less than 30 MPH.

Old Lake Mary Road currently operates as a collector roadway and shall remain so in the future.

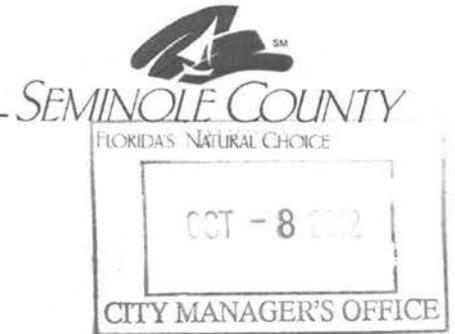
The proposed agreement does not prevent the City from constructing a future traffic circle and/or other traffic calming device.

RECOMMENDATION: Staff recommends that the City Commission approve the proposed Interlocal Agreement regarding the transfer of a portion of Old Lake Mary Road from Seminole County to the City of Lake Mary.

ATTACHMENTS:

Interlocal Agreement

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION



October 4, 2012

Ms. Jackie Sova
City Manager
City of Lake Mary
100 N. Country Club Road
Lake Mary, Florida 32795-1419

RE: Interlocal Agreement between Seminole County and the City of Lake Mary
Relating to Jurisdictional Road Transfer of a Portion of Old Lake Mary Road

Dear Ms. Sova:

Transmitted herewith for your review and acceptance is an Interlocal Agreement between Seminole County and the City of Lake Mary Relating to Jurisdictional Road Transfer of a Portion of Old Lake Mary Road. If you find this agreement acceptable, please have it executed by the Lake Mary City Commission and return it to our office for further processing. Once it has been executed by the Seminole County Board of County Commissioners, we will forward a certified copy of the fully executed document to you for your files.

If you have any questions or we can be of further assistance, please contact our office.

Sincerely,

Brett W. Blackadar, P.E.
County Engineer

BWB/dr
Attachment (1)

c: David Shields, Assistant County Attorney (w/attachment)

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-7254

**INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY AND THE CITY OF LAKE MARY
RELATING TO JURISDICTIONAL ROAD TRANSFER
OF A PORTION OF OLD LAKE MARY ROAD**

THIS AGREEMENT, entered into this ____ day of _____, 2012, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, (hereafter referred to as the "COUNTY") and the CITY OF LAKE MARY, a Florida municipal corporation, whose address is Post Office  Box 956445, Lake Mary, Florida 32795-8445, (hereafter referred to as the "CITY").

WITNESSETH:

WHEREAS, the parties have the common power to construct and maintain roads within their geographical jurisdictions; and

WHEREAS, certain roads in the jurisdictional boundaries of the COUNTY road system are located within the boundaries of the CITY; and

WHEREAS, the COUNTY and the CITY are agreeable to transferring ownership, maintenance and functional responsibility of the road hereinafter specified; and

WHEREAS, the CITY and the COUNTY wish to advise the Florida Department of Transportation ("FDOT") of the transfer provided for herein by means of the COUNTY providing FDOT, District 5, with a certified copy of this Interlocal Agreement; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes (2011), and by Sections 335.0415 and 337.29, Florida Statutes (2011), and other applicable law; and

WHEREAS, the parties hereto have determined this Agreement is in furtherance of the community health, safety and welfare and the public interest;

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

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



Section 2. Purpose. The purpose of this Agreement is for the COUNTY to assign and transfer to the CITY ownership of, jurisdiction over and full functional responsibility for that portion of Old Lake Mary Road as depicted on the attached Exhibit A.

Section 3. Transfer of Responsibility/Ownership. Upon the date this Agreement is executed by both parties, the CITY has ownership of, plenary authority over and full responsibility for the functional operation and maintenance of the road segment specified in Section 2 above. All of the COUNTY's rights, responsibilities, liabilities, duties and obligations as to the referenced road including, but not limited to, appurtenant stormwater and drainage facilities, are transferred to and assumed by the CITY and the subject road segment is deemed a CITY street for all intents, purposes, and effects, except as provided in Section 4.

Section 4. Conditions.

(a) The normal speed limit for the road specified in Section 2 above must be not less than 30 miles per hour (mph). Provided the speed limit remains at least 30 mph, the CITY may set speed limits without COUNTY approval.

(b) This road must also remain a collector road as defined in Section 334.03(4), Florida Statutes (2011). The CITY agrees to continue to maintain this road as a collector road pursuant to the Florida Department of Transportation Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highway provisions for collector roadways.

(c) These conditions may be specifically enforced by the COUNTY.

Section 5. Limitations of Agreement. It is not the intent of this Agreement to change the jurisdiction of the parties in any manner except as specifically provided herein. All other policies, rules, regulations and ordinances of the COUNTY and the CITY will continue to apply as to properties located within the jurisdictional boundaries of each party hereto. The maintenance of side roads, street name signs and stop signs are the responsibilities of the parties in whose jurisdiction such roads and signs are located, except as otherwise proved herein.

Section 6. Other Agreements. The parties agree to execute such instruments and documents as may be required to effectuate this Agreement.

Section 7. Employee Status. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of the COUNTY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY. Persons employed by the COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of the CITY, nor do these employees

have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

Section 8. Indemnification. Each party to this Agreement, its officers, employees and agents do not assume and specifically disclaim any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

Section 9. Notices.

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

For the COUNTY:

Director, Public Works Department
200 West County Home Road 
Sanford, FL 32773

For the CITY:

City Manager
Post Office Box 958445
Lake Mary, FL 32795-8445

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice will be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, if mailed, or on the date of delivery by overnight delivery services as evidenced by a service receipt, as the case may be.

Section 10. Recording. The CITY shall record this Agreement in the Public Records of Seminole County, Florida, and is responsible for all fees associated with the recording.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts shall together constitute one and the same instrument.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 13. Binding Effect. This Agreement is binding upon and inures to the benefit of the successors in interest, transferees and assigns of the parties.

Section 14. Public Records. The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes (2011), as this statute may be amended from time to time, which have been made or received in conjunction with this Agreement.

Section 15. Conflict of Interest. Both parties agree that they shall not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes (2011), as this statute may be amended from time to time.

Section 16. Effective Date. This Agreement takes effect on the date that it has been executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

CITY OF LAKE MARY

CAROL A. FOSTER, City Clerk

By: _____
DAVID J. MEALOR, Mayor

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____


For the use and reliance of
Seminole County only.

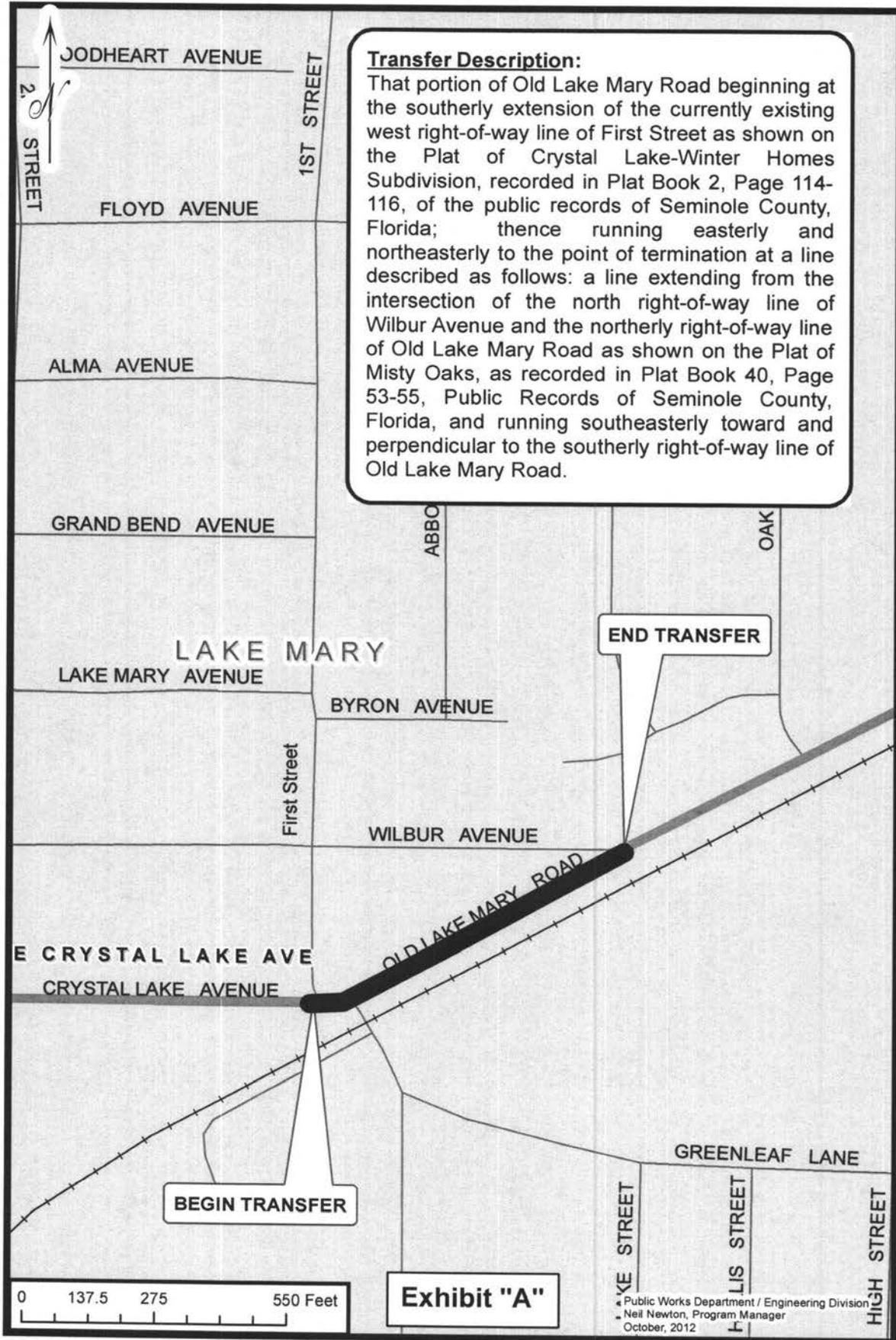
As authorized for execution by the Board of
County Commissioners at its _____,
2012, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
08/16/12
Exhibit A – Map
p:\users\dedge\my documents\agt\old lake mary road transfer lake mary.doc

Old Lake Mary Road Interlocal Transfer





CITY MANAGER'S REPORT

DATE: October 18, 2012

TO: City Commission

FROM: Bruce Paster, P.E., Director of Public Works

SUBJECT: Approval of Seminole County Emergency Interconnect Water Agreement

DISCUSSION: The City of Lake Mary and Seminole County have several potable water distribution system interconnections. The interconnects are used in cases of emergency when either party needs additional water to maintain adequate water system pressure as well as for scheduled water treatment plant maintenance which may require the shutting down of certain plant components.

Recently, Seminole County added bi-directional metering infrastructure to the water interconnections located at Greenwood Boulevard, South Country Club Road, and Technology Parkway. The new meters will allow for an accurate accounting of any water being transferred to either party.

Attached is the City of Lake Mary and Seminole County Emergency Interconnect Water Agreement which defines wholesale potable water user charges. The current wholesale water use charges are \$1.17 per 1,000 gallons for water received by Lake Mary and \$0.90 per 1,000 gallons for water received by Seminole County which are the lowest available rates for equivalent wholesale service. The Agreement also states that the County will be responsible for testing, maintenance and repair of the metering infrastructure.

The term of the agreement is fifteen (15) years with five (5) year automatic extensions. Exhibit "A" of the agreement depicts the interconnect locations.

RECOMMENDATION: City Commission authorize Mayor to execute the City of Lake Mary and Seminole County Emergency Interconnect Water Agreement.

**CITY OF LAKE MARY AND SEMINOLE COUNTY
EMERGENCY INTERCONNECT WATER AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the **CITY OF LAKE MARY**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 100 North Country Club Road, Lake Mary, Florida, 32746, hereinafter referred to as "CITY", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CITY and COUNTY recognize the need for the mutual provision of wholesale water service to and from the water systems owned and operated by CITY and COUNTY, respectively, and more particularly described on Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the parties acknowledge that the mutual provision of said wholesale water service is needed through one (1) or more emergency interconnect meters,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises hereinafter contained, the parties hereby agree as follows:

SECTION 1. TERM OF AGREEMENT. The term of this Agreement shall be for a period of fifteen (15) years from the date hereof, unless terminated earlier as provided in Section 5. This Agreement shall automatically renew for additional five (5) year periods unless CITY or COUNTY provides written notice to the other party of its intention

to terminate, which notice must be given one (1) year prior to the automatic date of renewal in the manner provided for hereinafter. Each party shall be responsible for fifty percent (50%) of the actual cost of removing all interconnections at termination of this Agreement as provided in Section 5.

SECTION 2. PAYMENT.

(a) Wholesale Water User Charges.

1. COUNTY agrees to provide an emergency water supply for use by CITY in accordance with the terms and conditions herein for a charge of \$1.17 per 1,000 gallons of water. COUNTY agrees to bill CITY monthly based upon the number of gallons of water which pass through the meter each month. CITY agrees to pay for all water transmitted to its transmission facilities at the aforementioned rates and agrees to make payment to the COUNTY within forty-five (45) days from the date of the COUNTY's bill. Failure to do so will be a considered a default by CITY and shall be processed as shown in Section 5(b) herein.

2. CITY agrees to provide an emergency water supply for use by COUNTY in accordance with the terms and conditions herein for a charge of a \$0.90 per 1,000 gallons of water. CITY agrees to bill COUNTY monthly based upon the number of gallons of water which pass through the meter each month. COUNTY agrees to pay for all water transmitted to its transmission facilities at the aforementioned rates and agrees to make payments to CITY within forty-five (45) days from the date of the CITY's bill. Failure to do so will be considered a

default by COUNTY and shall be processed as shown in Section 5(b) herein.

(b) Change Of Rates. In the event the COUNTY or CITY, during the term of this Agreement, shall propose any new rate schedule or amended rate schedule, COUNTY or CITY shall notify the other party prior to the effective date thereof, and substitute such rate schedule for the rate schedule in effect hereunder for wholesale service, commencing with the next billing period after the effective date. The intent of this Section is for disclosure only and shall not grant to either party any right to appeal any rate increase. The parties hereby declare that the aforementioned rates are not in excess of the lowest rates available to any prospective wholesale service and agree that during this Agreement, both parties shall continue to be billed at the lowest available rate for equivalent wholesale service.

SECTION 3. CONNECTION AND WATER QUALITY.

(a) Connection. The design and location of the service connections are reflected on the Greenwood Lake Service Area interconnect design and location drawings prepared by COUNTY and submitted and approved by CITY as shown on Exhibit "B", attached hereto and incorporated herein. The parties shall comply with all applicable cross-connection control requirements. Such design and location drawings shall call for a bi-directional emergency interconnect meter and such cross-connection control, meter by-pass or similar devices as are deemed necessary by the COUNTY. COUNTY shall pay all costs of design, submission, site preparation, permitting, record drawings, and installation of the aforementioned devices

utilized. Title to the water shall pass to the other party at the inlet flange of the meter. COUNTY shall be responsible for all testing requirements, maintenance, repair and replacement associated with the bi-directional emergency interconnect meters, backflow preventers and appurtenances at the points of connection. The meters and backflow preventers shall be tested by COUNTY on an annual basis, or on a more stringent basis if required by regulatory agencies, and all associated test results shall be submitted to the CITY. A meter accuracy of ninety-five percent (95%) or greater shall be maintained. Any necessary repairs to the connections must be made within thirty (30) days unless an extension is otherwise approved by the CITY. Each party shall be responsible for fifty percent (50%) of the annual costs to maintain, repair, or replace the devices utilized at the points of connection. COUNTY shall bill CITY for its share of such costs on an annual basis.

(b) Water Quality. Each party shall provide treated water to the other party, as needed, at the point of connection of the bi-directional emergency interconnect meters owned by COUNTY, which treated water meets the water quality requirements of, and in a manner consistent with, rules of applicable regulatory agencies including the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the Florida Department of Health.

SECTION 4. NO REPRESENTATIONS OR WARRANTIES. The parties do not guarantee that the supply of water furnished through the bi-directional emergency interconnect meters to the other party shall be free from interruption. Neither party shall be responsible for

damages to any person whomsoever for any failure to supply water or for any interruption in such service for supply, and such interruption shall not constitute a breach of this Agreement on the part of either party. Furthermore, the parties agree to and shall operate with the understanding that there shall be no obligation on the part of either the COUNTY or the CITY, or their respective agents, assigns, employees or representatives for the following:

(a) to deprive any customers of the desired water in order to partly or completely serve the other party;

(b) to furnish, at any time, more or less water and/or water pressure than is available at such time at such main location;

(c) to install or not to install to its water system any related equipment (for any reason) other than the equipment already available as of the date of execution of this Agreement;

(d) to remove and/or disconnect any meter or equipment related to the interconnection if the provisions hereof are not performed by the other party;

(e) to furnish water to the other party for flushing mains or individual service lines;

(f) to take or refrain from taking any action other than the mere supply of wholesale water service, subject to the covenants and restrictions set forth herein; or

(g) to test, modify, maintain, or repair their respective water system beyond the outlet flange of the bi-directional emergency interconnect meters to satisfy any regulatory agency requirement.

SECTION 5. EARLY TERMINATION.

(a) Either CITY or COUNTY may terminate this Agreement prior to the expiration of the term by rendering to the other party one hundred eighty (180) days notice of early termination, provided that neither party is in breach of any provision of this Agreement.

(b) Should the authority of COUNTY or CITY to perform this Agreement become impaired or superseded by any other authority, or if COUNTY or CITY fails to perform each and every obligation hereunder taken on its part to be performed, then CITY and COUNTY shall have the right immediately to discontinue performance of services hereunder; provided, however, that this right shall only be available after the party intending to discontinue services has provided the other party with written notice of the alleged violations of this Agreement and the other party has failed to cure such violations within thirty (30) days of receipt of such notice. Violations of the payment provisions of this Agreement shall be governed by the provisions of Section 2.

(c) Either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it under the laws of the State of Florida including, but not limited to, injunction to prevent default, or specific performance to enforce this Agreement, subject to State law.

SECTION 6. NO MODIFICATIONS WITHOUT CONSENT. Any proposed modification to any service interconnect provided for hereunder that requires a Florida Department of Environmental Protection or similar agency permit shall be submitted to the other party in conceptual drawing form. Each party shall have the right to approve or

disapprove such proposed modification or to suggest changes thereto. Approval by CITY or COUNTY shall not be unreasonably withheld, but no modification shall be made absent prior written approval by CITY or COUNTY. No additions, alterations or variations of this Agreement shall be valid unless such additions, alterations or variations are expressly set forth in writing and duly signed by the parties.

SECTION 7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of the respective parties hereto, but shall not be assigned by COUNTY or CITY without first obtaining the written approval of the other party.

SECTION 8. RIGHT OF INSPECTION. Each party hereby guarantees to the other party the right, at all reasonable times and at any time during an emergency, by its duly authorized agents or employees, to enter the premises of their water systems for inspection purposes and for the purpose of repairing, maintaining, or removing any property owned by the entering party.

SECTION 9. EXCLUSIVE PURCHASE OF WATER. The parties agree to purchase exclusively from each other any and all water consumed through these bi-directional emergency interconnect meters during the term of this Agreement.

SECTION 10. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of, any third party not a formal party hereto.

SECTION 11. WAIVER OF RIGHTS. Any waiver at any time by CITY or COUNTY of their rights with respect to a default or any other matter

arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter, similar or different, prior or subsequent.

SECTION 12. PRIOR AGREEMENTS. Any and all prior agreements, written or oral, as may exist relating to the provision of wholesale water service between the parties' water systems through the bi-directional emergency interconnect meter set forth in Exhibit "B" are hereby void and of no further force and effect. This Agreement constitutes the full and complete agreement and understanding of the parties as to the provision of wholesale water service between the parties' water systems through the bi-directional emergency interconnect meters set forth in Exhibit "B".

SECTION 13. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 14. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

SECTION 15. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable under any law shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, provided the rights and obligations of the parties hereto are not materially prejudiced and the intentions of the parties can continue to be effected.

SECTION 16. FORCE MAJEURE. Neither party shall be in default of the terms hereof if such action is due to a natural calamity, or similar causes beyond the control of such party.

SECTION 17. NOTICES. Any notice to be given by CITY or COUNTY to the other shall be sent either by hand delivery, registered or certified mail to the respective addresses shown below. Either party may change its notice address by giving proper written notice to the other as provided herein:

For CITY:

City of Lake Mary
100 N. Country Club Road
Lake Mary, FL 32746

For COUNTY:

Seminole County
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

ATTEST:

CITY OF LAKE MARY

CAROL FOSTER, City Clerk

By: _____
DAVID MEALOR, Mayor

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Brenda Carey, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2012, regular meeting.

County Attorney

SED/dre
03/01/12

Attachments:

Exhibit "A" - Water Systems

Exhibit "B" - Greenwood Lakes Service Area Interconnect Design and
Location Drawings

P:\Users\lkennedy\My Documents\Environmental Services\emergency interconnect Lake Mary.doc

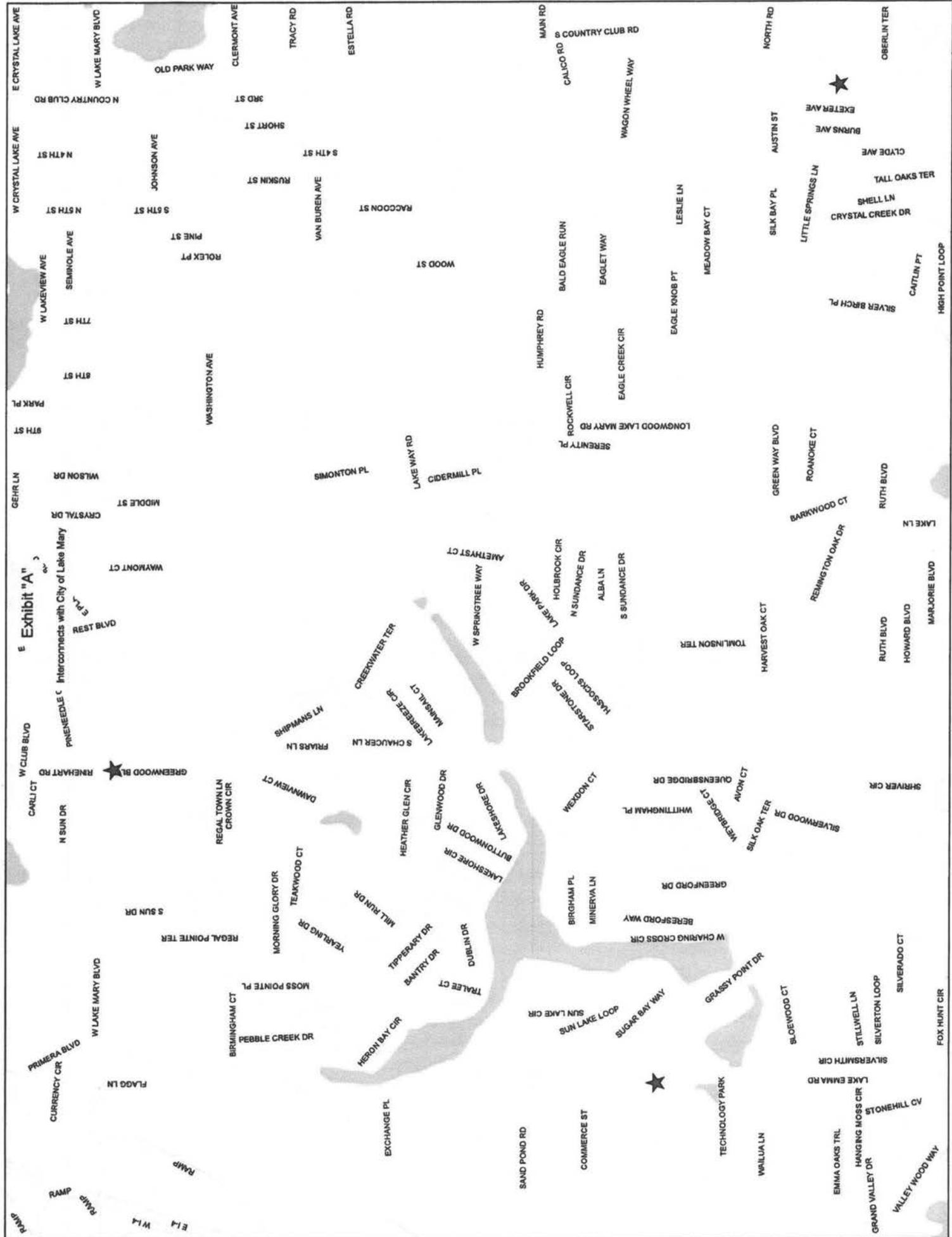


Exhibit "A"

Interconnects with City of Lake Mary

FLA

E14 W14

RAMP

FLAGG LN

CURRENCY CIR

PRIMERA BLVD

W LAKE MARY BLVD

S SUN DR

REGAL POINTE TER

BIRMINGHAM CT

MOSS POINTE PL

MORNING GLORY DR

YEARLING DR

TEAKWOOD CT

DAMNIEW CT

HEATHER GLEN CIR

MILL RUN DR

TIPPERARY DR

BANTRY DR

TRALEE CT

DUBLIN DR

LAKESHORE CIR

BUTTONWOOD DR

LAKESHORE DR

GLENWOOD DR

HEATHER GLEN CIR

W HAZEL DR

WINDY HILL DR

WAYMONT CT

MIDDLE ST

CRYSTAL DR

WILSON DR

GEHR LN

9TH ST

PARK PL

8TH ST

7TH ST

W LAKEVIEW AVE

SEMINOLE AVE

N 4TH ST

N 5TH ST

W CRYSTAL LAKE AVE

N COUNTRY CLUB RD

E CRYSTAL LAKE AVE

W LAKE MARY BLVD

OLD PARK WAY

CLERMONT AVE

TRACY RD

ESTELLA RD

3RD ST

SHORT ST

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PINE ST

ROLEX PT

WASHINGTON AVE

WOOD ST

RACCOON ST

WAYMONT CT

MIDDLE ST

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WILSON DR

GEHR LN

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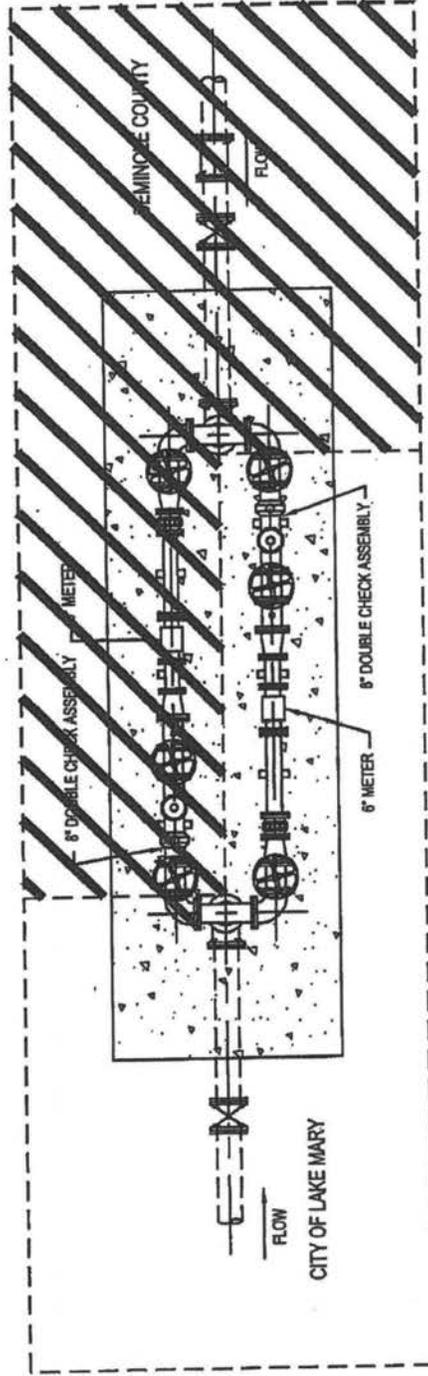
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CITY OF LAKE MARY INTERCONNECT DETAIL



PLAN
TWO WAY DIRECTIONAL
INTERCONNECT w/ 6" METER

EXHIBIT "B"



MEMORANDUM

DATE: October 18, 2012

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Dianne Holloway, Finance Director
Bruce Paster, P.E., Director of Public Works

SUBJECT: Resolution No. 907 - Amending Chapter 155, Appendix C of the Code of Ordinances providing for an increase in stormwater fees

DISCUSSION: The Lake Mary Stormwater Fund pays for the inspection, maintenance and repair of the City's swales, ditches, ponds, and stormwater infrastructure (manholes, pipes, inlets, etc.). The fund also pays for the employment of the City's Stormwater Engineer and one Maintenance Specialist. Also funded are the City's capital stormwater projects which include the annual cold mix paving program and various new stormwater improvements such as the 4th Street and Seminole Avenue Downtown Stormwater project, the planned stormwater improvements being designed in conjunction with The Station House Apartments near the Sun Rail Station, and the future development of the downtown Stair Step parks.

In 2011 an assessment and analysis of the City's stormwater fund was completed and presented to the Commission at a Strategic Planning Session. It was recognized that past funding would not be adequate to continue the city's investment in capital improvements. In order to stabilize the fund financially staff proposed an increase in the monthly rate per equivalent drainage unit from \$3.00/EDU which has been in effect since 1993 to what is shown below:

FY 11/12: \$4.00/EDU
FY 12/13: \$4.00/EDU
FY 13/14: \$5.00/EDU
FY 14/15: \$6.00/EDU

No action was taken at that time. A release of funds from the Second Generation Cent for Seminole Local Sales Surtax for the City of Lake Mary Transportation Improvement Projects in 2011 enabled the City to complete \$3.5 million of scheduled Stormwater capital improvement projects delaying the need to increase Stormwater Fees.

Staff again analyzed the stormwater fund in preparation of the 2013 Budget and included a \$1 increase per EDU per year beginning October 1, 2012 and continuing for three consecutive years reaching \$6.00/EDU on October 1, 2014. Staff has also engaged the services of Inwood Consulting Engineers to review and validate the revenue and rate analysis performed by staff regarding these matters.

The attached Stormwater Revenue and Rate Analysis Review by Inwood Consulting Engineers confirm the City's rate structure, methodology, and calculations as correct and appropriate. It also concurs that the new rates would be sufficient only through the 2015 fiscal year and that there could be a need for further action in FY 2016. Additional rate increases or a delay in capital improvements may be necessary in the future to balance the stormwater fund.

Staff has prepared the attached Resolution implementing the rate increase.

RECOMMENDATION: The City Commission adopt Resolution No. 907.

RESOLUTION NO. 907

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, AMENDING CHAPTER 155, APPENDIX C OF THE CODE OF ORDINANCES ENTITLED "STORMWATER MANAGEMENT REGULATIONS": PROVIDING FOR AN INCREASE IN FEES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission implemented Stormwater Management Regulations in 1993 which provided for stormwater fees; and

WHEREAS, in 2011 and again in 2012, an assessment and analysis of the City's stormwater fund was completed by staff recognizing that the current funding would not be adequate to continue the city's investment in capital improvements; and

WHEREAS, the City engaged the services of Inwood Consulting Engineers to review the revenue and rate analysis performed by staff and concluded an increase in current rates was necessary; and

WHEREAS, Chapter 155, Appendix C, §7 of the Code of Ordinances provides that the City Commission may by resolution modify or amend the uniform schedule of charges and fees.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Commission of the City of Lake Mary, Florida, that:

SECTION I. Chapter 155, Appendix C, §7 of the Code of Ordinances is hereby amended as follows:

(E) (3) Charge per EDU. The charge per EDU will be \$3.00 per month set by the following table and will consist of a base fee of ~~\$1.45~~ per EDU applicable to all properties, plus a contribution fee of \$1.55 per EDU, applicable to all properties. All non-residential property with site mitigation facilities will not pay the contribution fee.

Fiscal Year	Base Fee	Contribution Fee	Total Charge Per EDU
2012/2013	\$ 1.93	\$ 2.07	\$ 4.00
2013/2014	\$ 2.41	\$ 2.59	\$ 5.00
2014/2015	\$ 2.89	\$ 3.11	\$ 6.00

SECTION II. This Resolution shall take effect October 1, 2012.

PASSED AND ADOPTED this 18th day of October, 2012.

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

Approved as to form and legality for use
and reliance upon by the City of Lake
Mary, Florida.

CATHERINE D. REISCHMANN, CITY ATTORNEY

City of Lake Mary



Stormwater Utility Revenue and Rate Analysis Review

October 2012

Review completed by:



3000 Dovera Drive, Suite 200
Oviedo, Florida 32765
407- 971- 8850

Executive Summary

The City of Lake Mary (City) has entered into a professional services agreement with Inwood Consulting Engineers, Inc. (Inwood) to provide continuing engineering services. Various work authorizations and tasks are assigned to Inwood at the City's discretion. The focus of this work authorization is to review City staff calculations, confirm methodology/assumptions and provide a brief recommendation report about the City of Lake Mary Stormwater Utility. Inwood is an Oviedo based engineering firm that has a Water Resources Group that specializes in stormwater management studies, design, modeling, permitting and utility assessment. Inwood has been retained by other municipalities to update master plans, update stormwater utility rates, and setup new stormwater utilities. For the City of Lake Mary, these previous experiences and expertise in this field have been brought to bear in the review of the City's proposed stormwater utility rate structure.

The objective of the Stormwater Revenue and Rate Analysis was to determine the appropriate size of an Equivalent Drainage Unit (EDU), review the revenue projections for the proposed rate structure, review the City's current and projected capital and operating expenses, compare the City's stormwater rates with similar surrounding municipalities and analyze utility projections for future funding years.

The specific tasks performed were as follows:

1. Review of stormwater utility data provided by the City
2. Review of calculations performed by the City
3. Perform verification calculations
4. Confirm comparable stormwater utility rates in the latest Florida Stormwater Association survey
5. Review Equivalent Drainage Unit (EDU) determination
6. Review rate analysis

The findings of this Revenue and rate analysis are that the City's calculations appear to be correct and accurate. Based on the data provided, verification calculations performed by Inwood yielded similar results to those performed by City staff. In addition, the EDU calculation methodology is standard for the industry and appears to match the City's average sample single family residence. The revenue projected by the increase in rates will only fund the

capital and operating expenses up through years 2013- 2015. This leaves years 2016- 2017 underfunded by the proposed rate structure. However, the City may choose to extend the implementation of proposed capital improvement projects beyond 2017 to avoid the underfunding situation.

Based on these findings, we recommend that the City adopt the utility rate structure proposed by staff. Specifically, the rate structure should be:

FY 12/13 - \$4 per EDU

FY 13/14 - \$5 per EDU

FY 14/15 - \$6 per EDU

FY 15/16 - \$6 per EDU

FY 16/17 - \$6 per EDU

This rate structure is commensurate with other municipalities throughout the state of Florida; and more specifically, those cities in close proximity to the City of Lake Mary. By comparison, five of six Seminole County cities currently have higher rates than the proposed highest rate identified for the City of Lake Mary.

Review Methodology

Inwood performed the following tasks in accomplishing the project objectives:

- Reviewed information provided by City staff including data, calculations, Florida Stormwater Association (FSA) Survey rates, and available City of Lake Mary Budget Reports;
- A meeting was held on September 19, 2012 between Inwood and the City to discuss the data provided and proposed report;
- The budget report was updated to reflect actual revenue and expenses occurring in 2009- 2012. Budget projections from the City were updated/added for years 2013- 2017;
- Data and calculations were verified for EDU determination, FSA Rates, and budget projection calculations;
- This report was prepared to document the efforts and provides recommendations.

Analysis and Findings

Budget Projection Calculations

The intent of these calculations was to determine if adequate revenue would be collected in order to fund the operating and capital expenditures anticipated by the City in the next five years. The original revenue calculations were based on actual revenue and expenses from 2004 through 2008, City Manager recommendation values in 2009, and estimated values from 2010 through 2015. As part of this analysis, Inwood updated these values to reflect actual revenue and expense values from 2004 through 2011, City Manager recommendation values in 2012, and estimated values for 2013 through 2017. City staff had performed similar calculations and these were verified by Inwood's independent review and calculation preparation. Interest and capital expenses were also updated to reflect actual values for the years referenced above. Operating expenses include salary for two employees and general operating expenses including drainage maintenance, contractual services, fuel, vehicles, and additional expenses indicated in the City of Lake Mary's budget for 2013. The capital expenses for 2013 include three capital improvement projects: 1) Downtown stormwater upgrades, 2) Cold mix paving program, and 3) Stair step park development project.

The current calculations reflect a rate increase to \$4per EDU in 2013, \$5 per EDU in 2014, and \$6 per EDU in 2015. A 1% increase is then applied from 2015 to 2017 to account for growth in the utility through development. The budget analysis indicates that without the increase in rates, the stormwater utility expenses will greatly exceed the revenue. Even with the increase in rate structure, funds will be exhausted during 2016 if the proposed capital projects advance as planned. It is also indicated within the documentation provided to Inwood that project phasing is anticipated for the capital improvement projects. A modification to the capital project phasing may alleviate the deficit anticipated in the current budget projection.

Parcels and EDU Data Evaluation

A comparison of the parcels within the City of Lake Mary from 1990 to 2009 was performed to illustrate how the City has changed over time. Additionally, the parcel data was utilized to determine how the EDU values have changed. A review of the methodology for the calculation of the EDU was performed. The impervious area analysis used by City staff is a standard in the stormwater utility industry. The calculations appear to be correct in their application to the parcel data of the tax collector’s office. A review of the FSA report from 2011 concluded there was only one change among the local comparable cities. The rate for the City of Oviedo decreased from \$2.84 to \$1.62 as seen in the table below. This decrease for Oviedo is a reflection of the increased size in average home and impervious area.

Jurisdiction	Rate	Unit Size	2011	2010	2009
			Rate/SF	Rate/SF	Rate/SF
Lake Mary	\$3.00	4,576	\$0.66	\$0.66	\$0.66
Longwood	\$6.00	2,898	\$2.07	\$2.07	\$2.07
Winter Springs	\$5.50	2,123	\$2.59	\$2.59	\$2.59
Altamonte Springs	\$6.75	2,492	\$2.71	\$2.71	\$2.71
Oviedo	\$7.00	2,464	\$1.62	\$2.84	\$1.62
Casselberry	\$7.00	2,304	\$3.04	\$3.04	\$3.04
Sanford	\$6.79	2,126	\$3.19	\$3.19	\$2.63

Recommendations

A thorough review of the data was completed and indicates that the City will not have adequate funding in the year 2015 if the current rate of \$3per EDU is maintained. If the funding is increased to \$4, \$5, and \$6 per EDU in the years 2013, 2014, and 2015 respectively, the stormwater utility will only address expenses up to 2015. In 2016 and 2017, the funding will not be adequate for all capital projects proposed. Therefore, the City will be required to extend the implementation schedule of the capital projects or fund the utility by other methods.

Throughout the 5- year planning period, the City will be able to provide valuable funding to improve the City's stormwater system as well as provide assistance to development within the City. This assistance will lead to economic stimulus and increases the EDUs within the City generating additional funds for future necessary stormwater related projects. Additionally, the City has not raised rates for 18 years despite the occurrence of inflation and an increase in construction material costs.

It is recommended that the City proceed with its proposed increase in stormwater utility rates as shown below :

FY 12/13 - \$4 per EDU

FY 13/14 - \$5 per EDU

FY 14/15 - \$6 per EDU

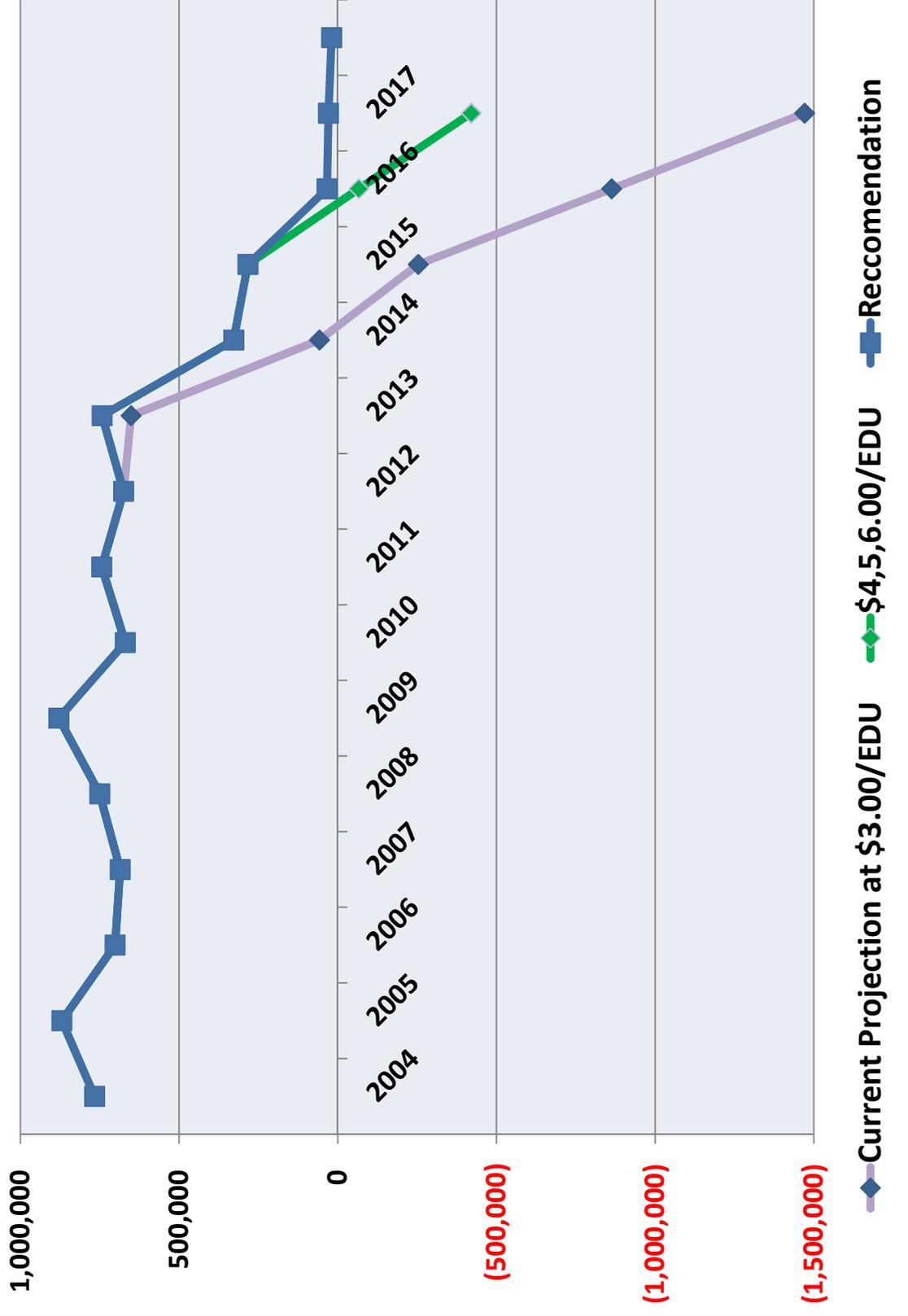
FY 15/16 - \$6 per EDU

FY 16/17 - \$6 per EDU

The data referenced above is attached in Appendix A.

Appendix A

Stormwater Fund Balance Projections



	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Stormwater Utility Fund														
At \$/EDU														
Revenue:														
Fee	242,418	249,111	250,830	262,666	269,895	282,715	278,714	280,883	276,000	287,040	298,522	310,462	322,881	335,796
Interest	9,955	17,491	30,278	36,060	22,480	29,853	14,465	11,415	4,500	5,000	4,000	4,500	5,000	5,500
Total	252,373	266,602	281,108	298,726	292,375	312,568	293,179	292,298	280,500	292,040	302,522	314,962	327,881	341,296
% change														
Expenses:														
Operating	64,266	130,801	122,327	123,019	127,850	183,470	374,227	218,223	249,420	255,576	265,799	276,431	287,488	298,988
Capital	191,656	32,520	326,574	191,851	100,100	0	128,343	0	100,000	60,000	630,000	350,000	650,000	650,000
Total	255,922	163,321	448,901	314,870	227,950	183,470	502,570	218,223	349,420	315,576	895,799	626,431	937,488	948,988
% change														
Increase/ (Decrease)	(3,549)	103,281	(167,793)	(16,144)	64,425	129,098	(209,391)	74,075	(68,920)	(23,536)	(593,277)	(311,469)	(609,607)	(607,692)
Balance	766,260	869,541	701,748	685,604	750,029	879,127	669,736	743,811	674,891	651,355	58,078	(253,391)	(862,998)	(1,470,690)

Table 1

Stormwater Utility Fund
At \$4,560,000/EDU

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Revenue:														
Fee	242,418	249,111	250,830	262,666	269,895	282,715	278,714	280,883	276,000	378,320	476,915	577,445	583,219	589,052
Interest	9,955	17,491	30,278	36,060	22,480	29,853	14,465	11,415	4,500	5,000	4,000	4,500	5,000	5,500
Total	252,373	266,602	281,108	298,726	292,375	312,568	293,179	292,298	280,500	383,320	480,915	581,945	588,219	594,552
% change														
Expenses:														
Operating	64,266	130,801	122,327	123,019	127,850	183,470	374,227	218,223	249,420	255,576	265,799	276,431	287,488	298,988
Capital	191,656	32,520	326,574	191,851	100,100		128,343	0	100,000	60,000	630,000	350,000	650,000	650,000
Total	255,922	163,321	448,901	314,870	227,950	183,470	502,570	218,223	349,420	315,576	895,799	626,431	937,488	948,988
% change														
Increase/ (Decrease)	(3,549)	103,281	(167,793)	(16,144)	64,425	129,098	(209,391)	74,075	(68,920)	67,744	(414,884)	(44,486)	(349,269)	(354,436)
Balance	766,260	869,541	701,748	685,604	750,029	879,127	669,736	743,811	674,891	742,635	327,751	283,265	(66,004)	(420,440)

Stormwater Utility Fund
At \$4,5.00/EDU

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Revenue:															
Fee	242,418	249,111	250,830	262,666	269,895	282,715	278,714	280,883	276,000	378,320	476,915	577,445	583,219	589,052	594,942
Interest	9,955	17,491	30,278	36,060	22,480	29,853	14,465	11,415	4,500	5,000	4,000	4,500	5,000	5,500	6,000
Total	252,373	266,602	281,108	298,726	292,375	312,568	293,179	292,298	280,500	383,320	480,915	581,945	588,219	594,552	600,942
% change															
Expenses:															
Operating	64,266	130,801	122,327	123,019	127,850	183,470	374,227	218,223	249,420	255,576	265,799	276,431	287,488	298,988	310,947
Capital	191,656	32,520	326,574	191,851	100,100		128,343	0	100,000	60,000	630,000	350,000	550,000	300,000	300,000
Total	255,922	163,321	448,901	314,870	227,950	183,470	502,570	218,223	349,420	315,576	895,799	626,431	837,488	598,988	610,947
% change															
Increase/ (Decrease)	(3,549)	103,281	(167,793)	(16,144)	64,425	129,098	(209,391)	74,075	(68,920)	67,744	(414,884)	(44,486)	(249,269)	(4,436)	(10,005)
Balance	766,260	869,541	701,748	685,604	750,029	879,127	669,736	743,811	674,891	742,635	327,751	283,265	33,996	29,560	19,555



CITY MANAGER'S REPORT

DATE: October 18, 2012
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Parking Area Lease for 2013 Shred-A-Thon. **(ATTACHMENT #1)**
2. Expenditure from forfeiture fund for Lake Mary High School's Challenge Day. **(ATTACHMENT #2)**

ITEMS FOR COMMISSION INFORMATION:

1. Monthly Department Reports. **(ATTACHMENT #3)**



CITY MANAGER'S REPORT

DATE: October 18, 2012
TO: City Commission
FROM: Colin Morgan, Deputy Police Chief
SUBJECT: Expenditure from forfeiture fund for Lake Mary High School's Challenge Day.

We received the attached email requesting a donation to help support the Lake Mary High School's "CHALLENGE DAY" event. This is a powerful two day program which focuses on breaking down barriers among student cliques, preventing bullying, and acting as a vehicle for strong individual and group connectivity. We donated to this project last year and the students' response to this program has been very rewarding.

Budget Impact: This expenditure request of \$750.00 will be offset by forfeitures received by the Law Enforcement Trust Fund.

RECOMMENDATION:

Commission approve the Lake Mary High School's "CHALLENGE DAY" donation of \$750.00 to assist in sponsoring Lake Mary High School event.

ATTACHMENT: email

-----Original Message-----

From: Kenny Bevan [mailto:kenny_bevan@scps.k12.fl.us]

Sent: Thursday, September 20, 2012 2:09 PM

To:

Subject: Challenge Day - LMHS

In years past, you were able to work with the City Commission on a much appreciated \$750 donation for our Challenge Day program at Lake Mary High School. This program was hugely successful, and its effects are still around both on campus and in the community.

The program costs about \$9500 total; however, in my 14 years with schools, I have not seen or been a part of a more powerful and impactful program in education. You may have heard, The SCSO is donating and fully funding 4 of our district's 8 high schools each year, on a rotating basis. This year, we are not recipients. We are about \$7000 short, and count on donations to bring the program to life. Although expensive, it is amazing to watch 250 students connect with themselves and each other to dispel bullying, gang activity, spiteful ways amongst cliques, substance abuse, and unnecessary grudges toward their peers and teachers. It is also amazing to watch the transformation amongst the way teachers who participate gain insight in to who they are teaching. The program inspires individuals and groups, for unity beyond expectations. Truly, it changes people's lives for the better.

As you may know, Challenge Day was featured on the Oprah Winfrey show and MTV as well.

Please see the link below as a reminder for what the program is. Your help for this year's program would be greatly appreciated.

<http://www.challengeday.org/>

Respectfully,

Kenneth V. Bevan Jr.

Assistant Principal

Lake Mary High School

407-320-9505

<http://www.lakemaryhs.scps.k12.fl.us/>

Lake Mary High School...We are RAMNATION!

Like us on Facebook: <http://www.facebook.com/LakeMaryHighSchool>

Follow us on Twitter: <https://twitter.com/LMHSRams> Get the Message by texting "Follow LMHSRams" to 40404

"Let us put our minds together and see what life we can make for our children." - Sitting Bull

[Florida has a very broad Public Records Law. Virtually all written communications to or from School District Personnel are public records available to the public and media upon request. E-mail sent or received on the School District system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.]



MEMORANDUM

DATE: October 18, 2012

TO: Mayor & City Commission

FROM: Radley Williams, Recreational Facilities Crew Leader

VIA: Bryan Nipe, Director of Parks and Recreation

THRU: Jackie Sova, City Manager

SUBJECT: Elder Affairs Commission 2013 Shred-a-Thon Event Location

The Elder Affairs Commission has requested a larger parking lot facility to conduct the 7th Annual Shred-a-Thon event on January 26, 2013. The request is a result of the ever increasing popularity of the event among citizens in the community. The 2012 event was very successful, as over 700 vehicles were processed through the line, filling 5 Shred-It trucks with over 40,000 pounds of shredded paper. The 2012 Shred-a-Thon brought in total donations of \$7,605.73.

With the increased number of vehicles, it became apparent that the event has outgrown the parking lot facility at the Lake Mary Senior Center. Traffic was backed up down Wallace Court, and required assistance from LMPD to direct traffic flow. To alleviate the traffic congestion, the Elder Affairs Commission has researched and negotiated a lease agreement for the use of the parking lot facility located at Remington College at 660 Century Point. The landlord (Rinehart Ridge IV, Inc.) has agreed to allow the City to use the parking lot facility for eight (8) hours to conduct the event, free of charge.

Recommendation

Request Commission authorize City Manager to execute the attached lease agreement for use of the parking lot facility at Remington College, 660 Century Point, for the 2013 Shred-a-thon event.

Attachments

1. Parking Area Lease Agreement between Rinehart Ridge IV, Inc (Landlord) and the City of Lake Mary (Tenant).

PARKING AREA LEASE

THIS PARKING LEASE (this "Lease") is dated _____, 2012, and is between Rinehart Ridge IV, Inc., a Florida corporation ("Landlord"), 3600 Vineland Road, Suite 101, Orlando, Florida 32811, and City of Lake Mary, ("Tenant"), P.O. Box 958445, Lake Mary, FL 32795-8445.

R E C I T A L S

Tenant has agreed to lease from Landlord and Landlord has agreed to lease to Tenant an approximately 1.9 acre parking area that is depicted on Exhibit "A".

A G R E E M E N T

In consideration of the mutual covenants contained in this Lease, Landlord and Tenant agree as follows:

1. The Property. This Lease applies to the real property depicted as the hatched area on Exhibit "A" (the "Property").
2. The Park. The Park means all lands, buildings, improvements and public rights of way located within the boundaries of 660 Century Point, Lake Mary FL 32746.
3. Term. This Lease is for a term of 8 hours commencing at 7:30 a.m. on January 26, 2013 (the "Commencement Date") and expiring at 3:30 p.m. on January 26, 2013 (the "Termination Date"), subject to Landlord's right to terminate this Lease upon 90 day notice.
4. Rent. None.
5. Rent Adjustment. None.
6. Use of Property. The Property shall be used by Tenant solely for the shredding of paper with related temporary parking and staging of motor vehicles, trailers and related activities and for no other purpose whatsoever. The Tenant shall not rinse or clean automobiles and motor vehicles on the Property. Tenant shall not service, repair, maintain any motor vehicles or other equipment on the Property including but not limited to changing oil and repairing trailers. Remington College of Nursing shall be able to pass through the leased area for access to their parking.
7. Condition of the Property. Tenant acknowledges that it has inspected the Property, that it accepts the Property in its present "as is" condition, and that it has not relied upon any representation made to it by Landlord or any person, firm, or corporation representing or purporting to represent Landlord. Tenant shall not make any alterations or changes to the Property and shall maintain the Property in as good condition as exists at the commencement of this Lease without charge or expense to the Landlord. If the Landlord reasonably determines that the Property is not being maintained by Tenant as required by this Lease, Landlord may make any necessary repairs after ten days notice to Tenant and Tenant shall reimburse Landlord for all costs incurred upon demand and Landlord may terminate the Lease. Landlord may enter the Property for the purpose of viewing and inspecting the same at any time.
8. Termination, Surrender of Property. Upon the expiration or termination of this Lease, Tenant shall peaceably and quietly surrender the Property to Landlord in the same condition as exists at the commencement of this Lease.
9. Liability of Landlord. All property of Tenant and all property placed upon the Property or brought into the Park by Tenant or by other persons who act under or with the consent of the Tenant, including but not limited to automobiles, trailers, and motor vehicles, are the sole responsibility of Tenant and Tenant assumes all risk of loss, damage or injury to or caused by the same. Landlord shall not be liable to Tenant or to any other person, firm or organization for any injury, damage or loss to property or to person on the Property or in the Park unless such injury, damage or loss shall arise from the sole, active negligence of Landlord. Tenant shall and does hereby hold Landlord harmless from all such liability, loss, charge, or expense, including reasonable attorney

fees and costs of defense, sustained by any person or property on the Property or in the Park by reason of Tenant's activities on or with respect to the Property or in the Park except injury, damage or loss arising from the sole, active gross negligence or willful misconduct of Landlord.

10. Security and Lighting. Tenant shall provide all security and lighting required by Tenant's use of or activities on the property or in the Park. Landlord is not obliged to and will not provide any security or lighting.
11. Rules and Regulations. Tenant shall comply with all rules and regulations applicable to the Park and all covenants and restrictions pertaining to the Property. Without limitation, Tenant shall cause its officers, employees, contractors, and guests to park only on the Property and in areas specified for that purpose, shall remove all trash and debris from the Property so that the same is clean at all times, and shall require that its officers, employees, contractors, and guests operate motor vehicles in a safe and cautious manner while within the Park. Tenant shall not suffer or permit any of its officers, employees, contractors, agents or invitees to park or to leave vehicles, trailers, containers or any other objects in public rights of way or on property within the Park other than the Property.
12. Utilities and Services. In the event Tenant uses or Landlord provides electricity, water, sewage or any other services or amenities for the use of Tenant, Tenant shall pay all charges or fees accrued by reason of such use directly to the person, firm or corporation providing the same or shall reimburse Landlord the reasonable cost or expense of providing such utilities and services to or for Tenant's use upon demand. This provision shall not be construed to require that Landlord provide or that Tenant use any utilities or services at or in connection with the Property.
13. Insurance. Tenant shall provide comprehensive general liability insurance to Landlord, its agents and representatives, and, if Landlord is a land trust, its beneficiaries and such other persons, firms and corporations as may from time to time be designated by Landlord, as named insureds written in companies, on policy forms, and with limits of liability reasonably satisfactory to Landlord. Minimum limits of liability are \$2,000,000 for bodily injury and \$1,000,000 for property damage arising from any single occurrence. Tenant shall pay any sums which are not payable under such policy because of deductible or co-insurance provisions of insurance policies. Tenant shall furnish Landlord copies of all policies of insurance providing such coverage or Evidence of Insurance as required by this paragraph.
14. Hazardous Materials. Tenant shall not use, bring, discharge, or place any hazardous or dangerous materials upon, in, from, about or in the vicinity of the Property or the Park; cause or permit any hazardous or dangerous materials to be used, brought, discharged, or placed upon, in, from, about or in the vicinity of the Property; or cause or permit any hazardous or dangerous materials to exist on or discharge from any other property owned or used by Tenant if such existence on or discharge from such other property owned or used by Tenant would result in any lien or charge upon the Property without the written consent of Landlord (which consent may be arbitrarily and unreasonably denied). The term "hazardous or dangerous materials" shall include, but not be limited to all materials so designated by the government of the United States, the State of Florida, any county or municipality or other governmental agency or regulatory board having jurisdiction thereof. Tenant shall give immediate notice to Landlord if any hazardous or dangerous materials shall be found upon, in, or about the Property and shall proceed to remove or cause the same to be removed in accordance with law and without cost or expense to Landlord unless (i) the same were present upon the Property on the Commencement Date, (ii) the same result from subsurface migration of the same from a location not within the Property and not within other property of Tenant, or (iii) Landlord placed the same upon the Property by its own willful act after the Commencement Date. Tenant shall defend, hold and keep Landlord harmless from and shall indemnify Landlord for all loss, cost, and expense, including attorney's fees, costs and expenses at trial, on appeal and in bankruptcy, arising by reason of any hazardous or dangerous materials being used, brought, discharged, placed or found upon, in, from, or about the Property and pay any claim against Landlord or the Property arising by reason thereof, unless (i) that the same were present upon the Property on the Commencement Date, (ii) the same result from subsurface migration of the same from a location not within the Property and not within other property of Tenant, or (iii) Landlord placed the same upon the Property by its own willful act after the Commencement Date. Tenant may bring petroleum fuels and oils on the Property as long as the same are within motor vehicle engines and tanks constructed for the purpose of containing

the same and provided that Tenant shall immediately cause any spill or escape of the same to be removed from the Property as required by law.

15. Notices. Any notice required or permitted to be given by any party to this Lease shall be given in writing and delivered to the party to be notified at the address first set forth in this Lease. Such notices shall be personally delivered or forwarded by First Class United States Mail and shall be effective when received. If delivery of a notice is refused or a notice cannot be delivered at the address specified above or at such other address as may be designated by notice given in compliance with this paragraph, that notice shall be effective on the date of first attempted delivery.
16. Attorney Fees. If either Landlord or Tenant is involuntarily made a party defendant to any litigation concerning this Lease or the Property by reason of any act or omission of the other, then the party by reason of whose act or omission the other is joined shall hold the other harmless from all liabilities by reason thereof, including reasonable attorney's fees and all court costs incurred by such party in such litigation. In case either party to this Lease brings an action against the other to enforce any of the terms of this Lease or in the event the Landlord commences a summary proceeding for the forfeiture of this Lease and possession of the Property, or either of them, the party prevailing in such action or dispute shall recover from the other the reasonable attorney's fees, expenses and court costs incurred therein by the prevailing party. The right to recovery of such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to final judgment, and such fees and costs shall be included in any judgment rendered. The right to recover attorney's fees, costs, and expenses shall include such fees, costs, and expenses of attorneys and legal assistants at trial, on appeal, or in bankruptcy, whether or not suit or claim be brought.
17. Subleases, Assignments, Miscellaneous rights. Tenant may not sublet any part of the Property or assign this Lease in whole or in part. Tenant shall not erect any signs on the Property without the approval of the Landlord.
18. Other matters. This Lease and its exhibits constitute the entire agreement of the parties with respect to its subject-matter. All prior agreements of whatever nature are merged into this agreement or are superseded by it. This Lease may not be amended except by written document signed by the party against whom the same is offered. The titles and captions of this Lease are inserted for purposes of convenient reference and are not part of this Lease for any purpose and shall not effect its interpretation. This is a Lease of real property lying within the State of Florida and its interpretation and enforcement shall be governed by the laws of the State of Florida without regard to conflict of laws. Any action to enforce this Lease shall be brought in a court sitting in Seminole County, Florida.

IN WITNESS WHEREOF this Lease is executed as of the day and year first recited above.

Rinehart Ridge IV, Inc.

By: _____

Daniel B. Webb
Its President

As "Landlord"

City of Lake Mary

By: _____

Print Name: _____

Print Title: _____

As "Tenant"

EXHIBIT A

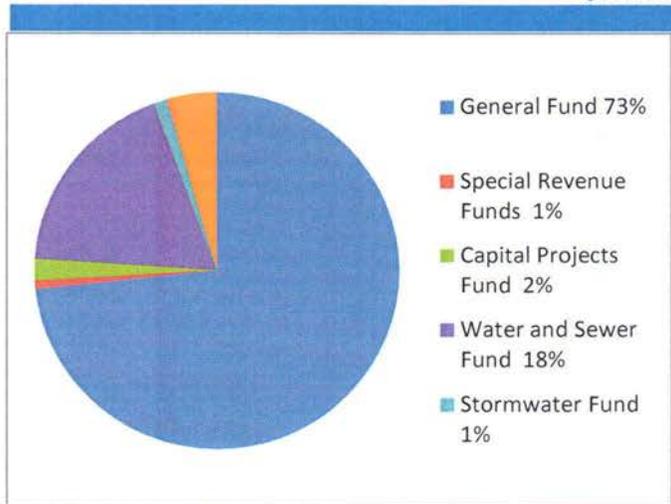
Interstate 4



SITE	CONSTRUCTION	UTILITIES	INFORMATION
City of Lake Mary Zoning M-2A Medium Industrial Site Area 9.686 acres	Ceiling 12' - Structure 15' 4" Thick Floor - Tilt wall PVC Single Ply Roof	+PL - 2,000 Amp 277/480 volt City of Lake Mary - Water City of Lake Mary - Sewer	Dan Webb - Broker Webb International, Inc. Telephone: (407) 841-1414

City of Lake Mary Budget Snapshot as of September 30, 2012

(100% of fiscal year elapsed)



General Fund Revenues			
Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	\$ 5,989,181	\$ 6,094,767	101.8%
Franchise & Utility Taxes	6,311,200	5,510,216	87.3%
Business Tax Receipts	118,500	198,122	167.2%
Permits	746,000	983,941	131.9%
Fines & Forfeitures	75,700	65,898	87.1%
Intergovernmental	1,314,097	1,233,207	93.8%
Charges for Services	1,046,900	1,237,730	118.2%
Investment Income/Other	339,855	400,162	117.7%
Operating Transfers In	850,000	850,000	100.0%
Total Revenues	\$ 16,791,433	\$ 16,574,043	98.7%

General Fund Expenditures			
Expenditures	Budget	Year-to-Date	%
City Commission	\$ 93,072	\$ 78,791	84.7%
City Manager	585,196	526,688	90.0%
City Attorney	95,000	54,849	57.7%
City Clerk	215,827	210,061	97.3%
General Government	652,712	356,790	54.7%
Risk Management	16,550	15,589	94.2%
Finance	588,066	568,212	96.6%
Community Development	645,503	635,504	98.5%
Building	549,913	450,104	81.9%
Facilities Maintenance	353,785	344,041	97.2%
Police Operations	4,538,713	4,331,847	95.4%
Fire Combat	4,358,418	4,074,821	93.5%
Fire Prevention	346,895	300,978	86.8%
Support Services	931,641	809,578	86.9%
PW Admin & Engineering	219,087	207,478	94.7%
Streets/Sidewalks	430,807	374,790	87.0%
Parks & Recreation	1,568,613	1,458,732	93.0%
Events Center	366,774	342,189	93.3%
Senior Center	114,115	107,071	93.8%
Tennis Center	86,468	71,477	82.7%
Transfers Out	681,876	681,876	100.0%
Total Expenditures	\$ 17,439,031	\$ 16,001,466	91.8%
<i>Fund Balance Forward</i>	15,066,183	15,066,183	100.0%
Current Fund Balance	\$ 14,418,585	\$ 15,638,760	108.5%

Debt Service Funds			
Debt Service Payments	Budget	Year-to-Date	%
PIRRB Series 2003	\$ -	-	0.0%
PIRB Series 2007	\$ 5,028,061	\$ 5,028,060	100.0%

Special Revenue Funds			
Revenues	Budget	Year-to-Date	%
Impact Fees	\$ 147,041	212,493	144.5%
Cemetery Sales	4,000	6,200	155.0%
Fines & Forfeitures	16,064	24,026	149.6%
Investment Income/Other	3,875	10,861	280.3%
Total	\$ 170,980	\$ 253,580	148.3%

Expenditures			
	Budget	Year-to-Date	%
Training	\$ 16,800	\$ 8,356	49.7%
Operating & DARE	12,021	8,124	67.6%
Contributions	14,600	14,600	100.0%
Capital	206,508	164,084	79.5%
Heritage Park	10,000	-	0.0%
Cemetery Operations	4,000	5,802	145.1%
Total	\$ 263,929	\$ 200,966	76.1%
<i>Fund Balance Forward</i>	1,231,771	1,231,771	100.0%
Current Fund Balance	\$ 1,138,822	\$ 1,284,385	112.8%

Capital Projects Fund			
Revenues	Budget	Year-to-Date	%
Investment Income	\$ 47,008	\$ 34,317	73.0%
Grants	177,230	148,549	83.8%
Intergovernmental/Other	232,141	246,253	106.1%
Total	\$ 456,379	\$ 429,119	94.0%

Expenditures			
	Budget	Year-to-Date	%
Capital Projects	4,956,683	3,350,490	67.6%
Total	\$ 4,956,683	\$ 3,350,490	67.6%
<i>Fund Balance Forward</i>	5,610,121	5,610,121	100.0%
Current Fund Balance	\$ 1,109,817	\$ 2,688,750	242.3%

Water and Sewer Fund			
Revenues	Budget	Year-to-Date	%
Water Sales	\$ 2,175,000	\$ 2,083,406	95.8%
Sewer Revenue	1,675,000	1,799,292	107.4%
Reclaimed Water	175,000	224,633	128.4%
Water Impact Fees	5,050	27,439	543.3%
Sewer Impact Fees	2,175	9,519	437.7%
Investment Income/Other	155,900	235,509	151.1%
Total	\$ 4,188,125	\$ 4,379,798	104.6%

Expenditures			
	Budget	Year-to-Date	%
Operating Expenses	1,544,421	1,391,241	90.1%
Capital Projects	1,803,250	279,067	15.5%
Wholesale swr/reclaimed	1,286,500	1,134,037	88.1%
Transfers Out	850,000	850,000	100.0%
Total	\$ 5,484,171	\$ 3,654,345	66.6%
<i>Beg Unrestrict Net Assets</i>	13,355,757	13,355,757	100.0%
Available Net Assets	\$ 12,059,711	\$ 14,081,210	116.8%

Stormwater Utility Fund			
Revenues	Budget	Year-to-Date	%
Stormwater Fees	\$ 276,000	\$ 274,038	99.3%
Interest/Other	4,500	8,537	189.7%
Total	\$ 280,500	\$ 282,575	100.7%

Expenditures			
	Budget	Year-to-Date	%
Operating Expenses	249,420	156,861	62.9%
Capital Projects	100,000	-	0.0%
Total	\$ 349,420	\$ 156,861	44.9%
<i>Unrestricted Net Assets</i>	743,811	743,811	100.0%
Available Net Assets	\$ 674,891	\$ 869,525	128.8%

Fleet Maintenance Internal Service Fund			
Revenues	Budget	Year-to-Date	%
Fleet Transfers & Income	\$ 1,016,167	\$ 824,843	81.2%

Expenditures			
	Budget	Year-to-Date	%
Operating Costs	265,078	246,374	92.9%
Vehicle Purchases	\$ 585,300	\$ 532,788	91.0%

FINANCE DEPARTMENT
MONTHLY REPORT
September 2012

Purchasing/AP Activity	Sep-12	FYTD	Sep-11	FYTD
Purchase Orders Encumbered	21	354	22	327
Bids/RFPs Processed	0	5	1	8
Express Purchase Orders Processed	9	112	13	116
Express P.O. - Average \$ Value	\$238		\$214	
Checks Issued to Vendors	181	2,377	236	2,396
P-Card Transactions	221	2,700	240	2,402
P-Card Average \$ Value	\$143		\$130	

Accounting/Payroll Activity				
Journal entries Prepared and Posted	58	500	28	461
Items Deposited	3,408	38,285	3,645	37,908
Deposited Items Returned	3	54	6	53
Credit/Debit Card transactions	376	4,053	312	3,390
Credit/Debit Card Sales	\$41,317	\$522,249	\$37,760	\$458,194
Employees Paid	371	5,082	372	5,095

Utilities Activity				
Utility Refund Checks	12	203	25	226
Utility Turn-offs for Non-payment	27	215	9	249
Door Hangers for Non-pay prepared	145	1,582	108	1,575
Delinquent Letters Mailed Out	422	5,131		
Utility Service Complaints Handled	20	276	30	253
Garbage Service Complaints Handled	5	114	22	157
Existing Utility Accounts Closed	57	759	59	772
New Utility Accounts Opened	56	756	60	720
Utility Bank Draft Customers	987		937	
Electronic Utility Payments	911		919	
Paperless Billing Customers	558		492	
Current Residential Water Customers	4,667		4,643	
Current Residential Sewer Customers	2,524		2,514	
Current Residential Garbage Customers	4,781		4,754	
Current Commercial Water Customers	444		437	
Current Commercial Sewer Customers	380		378	
Current Commercial Garbage Customers	243		236	

Items of Interest During Reporting Period

City of Lake Mary, Florida
General Fund Revenues
As of September 30, 2012

Account Code	Description	2009 Actual	2010 Actual	2011 Actual	2012 Budget	2012 Y-T-D	% FYTD
	Millage Rate	3.6355	3.6355	3.6355	3.6355	3.6355	
311-10	Ad valorem tax	\$ 7,918,725	\$ 7,325,514	6,470,685	5,989,181	6,094,767	102%
	Franchise & Utility:						
313-10	Progress Energy - Franchise	1,362,432	1,390,771	1,283,358	1,324,000	977,497	74%
313-11	FP&L - Franchise	665,034	618,712	586,291	585,000	388,752	66%
313-40	Propane - Franchise	11,000	6,871	7,090	8,000	10,010	125%
313-70	Solid Waste - Franchise	391,927	398,317	402,902	390,000	415,209	106%
	Total Franchise	2,430,393	2,414,671	2,279,641	2,307,000	1,791,468	78%
314-10	Progress Energy - Utility	1,250,721	1,427,828	1,348,464	1,320,000	1,259,104	95%
314-11	FP&L - Utility	577,554	608,592	607,667	555,500	544,935	98%
314-20	Telecommunications	2,639,068	2,239,495	2,025,484	2,085,200	1,870,260	90%
314-80	Propane Gas - Utility	40,773	45,090	45,535	43,500	44,449	102%
	Total Utility	4,508,116	4,321,005	4,027,150	4,004,200	3,718,748	93%
	Total Franchise & Utility	6,938,509	6,735,676	6,306,791	6,311,200	5,510,216	87%
	Licenses and Permits:						
321-60	Business Tax Receipts	120,956	118,244	119,026	118,500	198,122	167%
322-10	Building Permits	509,296	446,621	501,449	680,000	851,192	125%
322-20	Electrical Permits	31,777	23,460	31,702	27,500	63,819	232%
322-30	Plumbing Permits	12,894	14,431	12,861	12,500	43,687	349%
322-40	Mechanical Permits	31,047	22,539	23,054	26,000	25,243	97%
	Total Licenses & Permits	705,970	625,295	688,092	864,500	1,182,063	137%
	Fines & Forfeitures:						
351-10	Court Fines	106,414	61,303	66,172	70,000	47,380	68%
351-30	False Alarm Fees	6,150	4,300	1,850	2,200	3,225	147%
351-50	Violation of Local Ordin.	2,055	6,174	12,901	3,500	15,293	437%
	Total Fines & Forfeitures	114,619	71,777	80,923	75,700	65,898	87%
	Intergovernmental:						
312-41	Local Option Gas Tax	206,698	216,519	204,746	211,000	210,450	100%
334-00	Grants	16,376	5,142	18,575	2,741	3,241	
335-12	State Rev. Share/Gas Tax	260,771	257,351	268,887	292,187	275,591	94%
335-14	Mobile Home License	82	59	35	50	97	194%
335-15	Alcoholic Beverage Lic.	8,896	11,101	20,566	7,500	119	2%
335-18	1/2 Cent Sales Tax	825,166	801,704	795,364	790,619	735,419	93%
	Firefighter Supplement		11,730	10,580	10,000	8,290	83%
	Total Intergovernmental	1,317,989	1,303,606	1,318,753	1,314,097	1,233,207	94%

City of Lake Mary, Florida
General Fund Revenues
As of September 30, 2012

Account Code	Description	2009 Actual	2010 Actual	2011 Actual	2012 Budget	2012 Y-T-D	% FYTD
Charges for Services:							
341-80	County Business License	9,516	12,368	12,665	9,500	10,715	113%
341-21	Zoning Fees	9,773	13,507	25,615	10,000	21,699	217%
341-22	Site Plan Fees	3,200	1,600	6,400	3,200	3,200	100%
341-22	Developer Bonus	-	17,000	-	-	-	-
342-10	Police Services	30,381	96,202	71,190	35,000	58,816	168%
342-60	Rescue Transport Fees	402,510	459,725	657,144	385,000	472,580	123%
347-10	Community/Events Center Rent	406,031	465,931	499,973	435,000	513,448	118%
347-30	Farmers Market	32,952	27,879	36,838	28,000	31,379	112%
347-40	Skate Park Fees	11,391	14,794	16,296	12,500	8,819	71%
347-45	Splash Park Fees	25,530	25,157	23,504	25,000	24,274	97%
347-50	Park Rentals	825	990	675	700	630	90%
347-60	Sports Complex Rentals	34,948	22,620	24,658	24,000	27,330	114%
347-70	Softball Leagues	17,507	17,250	16,875	17,000	13,930	82%
347-80	Concession Revenues	10,092	11,619	5,444	8,000	679	8%
347-90	Tennis Center Revenues	62,381	56,801	52,204	54,000	50,231	93%
	Total Charges for Services	1,057,037	1,243,443	1,449,481	1,046,900	1,237,730	118%
Other:							
361-10	Interest	521,003	325,340	229,730	200,000	162,719	81%
363-10	Streetlighting	33,000	46,643	32,802	32,000	31,876	100%
364-00	Sale of Capital Assets	864	408	15,815	-	51,940	-
369-00	Other Miscellaneous Rev.	120,110	158,056	113,923	107,855	153,627	142%
	Total Other Revenue	674,977	530,447	392,270	339,855	400,162	118%
Transfers In:							
381-00	Transfers from W&S	850,000	850,000	850,000	850,000	850,000	100%
	Total Transfers In	883,000	850,000	850,000	850,000	850,000	100%
	Total General Fund Revenue	19,610,826	18,685,758	17,556,995	16,791,433	16,574,043	99%
	Carry-forward Fund Balance	13,375,292	13,375,292	15,145,583	15,066,183	15,066,183	100%
	Total Available	\$ 32,986,118	\$ 32,061,050	\$ 32,702,578	\$ 31,857,616	\$ 31,640,226	99%



Lake Mary Police Department

MONTHLY REPORT - SEPTEMBER 2012

Description	FY 2012 SEP	FY 2012 YTD	FY 2011 SEP	FY 2011 YTD
Monthly Call Volume	4,261	53,482	4,877	62,681
Response Times (in minutes)				
Priority 1	6.16	X	0.28	X
Priority 2	5.28	X	2.3	X
Priority 3	7.64	X	2.58	X
UCR CRIMES				
Murders	0	0	0	0
Sex Offenses, Forcible	1	6	0	2
Robbery	1	2	0	9
Assault/Battery	3	50	12	88
Burglary	3	50	3	57
Theft, all other	22	235	13	269
Motor Vehicle Theft	1	9	2	21
Theft of Motor Vehicle Parts	0	15	3	21
Arson	0	0	0	0
Drug Related Incidents				
Possession of Drugs/Paraphernalia	1	71	3	106
D.U.I.	1	34	2	62
Total Arrests				
Adults	23	404	30	503
Juveniles	0	63	4	34
Traffic Calls				
Reports of Reckless Drivers	18	289	27	187
Crashes	75	637	86	564
Criminal Citations	13	213	15	184
Citations- non criminal	317	3,998	332	4,708
Parking citations	9	175	20	97
K9 Searches	5	48	2	49
Agency Assist; outside Jurisdiction	42	616	85	748
Alarms				
Total	58	786	43	630
False	54	764	42	616
Valid	4	19	1	14
Total Responses to City Ordinance Violations	41	446	25	440
Crime Prevention (Total Hours)				
Community Activities/Functions	270	3,106	203	2,792
Detective Bureau				
New Cases Assigned	13	186	13	231
Cases Closed	20	210	12	242
Property Lost/Stolen	\$10,575	\$262,951	\$35,397	380,125
Property Recovered	\$1,050	\$39,294	\$0	84,112



Lake Mary Police Department September Activity

The Police Department hosted the following meetings:

- County Traffic Safety Team (CTST) Meetings - 4th Tuesdays of Month 8:30 - 10:00 am
- School Safety Advisory Committee(SSAC) Meetings - 4th Tuesdays of Month 10:00am - 12:00pm
- Triad Meetings -2nd Wednesdays of Month 3:30 - 4:30pm
- City Safety Committee Meeting, 3rd Thursday of Month 8:00 - 11:00
- Lake Mary Art Festival Meeting held in the Police Department's Training Room

Special Operations Division Activities

- Officers conducted a special speed enforcement detail in Lake Mary Woods and a special traffic enforcement detail in the Reserve at Lake Mary.
- The speed enforcement trailer was placed in the Forest to educate drivers concerning the speed of their vehicles.
- The K-9 unit had a total of six deployments with one resulting in an apprehension of a burglary suspect.

Criminal Investigations Division Activities

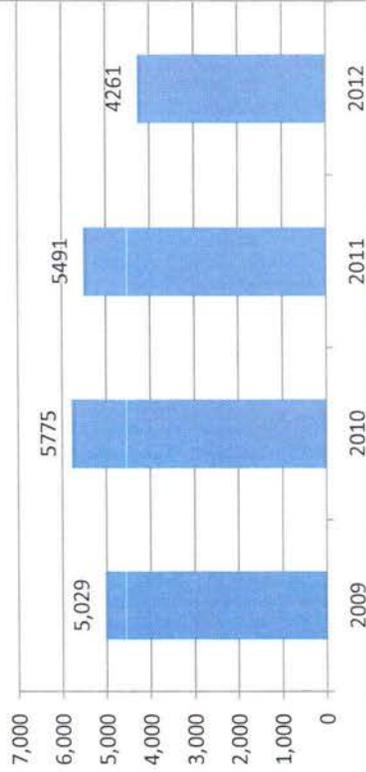
- Criminal Investigations testified in a manslaughter trial in Broward County
- Capias filed on two Vehicle Burglary cases
- Capias filed on Prostitution case and Fraud case involving local retail store
- Two different undercover OPS took place in the City of Lake Mary

Community Relations Division Activities

- Taught DARE at Crystal Lake Elementary and Lake Mary Prep
- Attended several meetings @ Crystal Lake Elementary regarding traffic improvements at the school
- Provided a Safety Class to approximately 20 children at No Limits Church
- Attended various student/teacher meetings at Lake Mary Elementary
- Handled several calls for service at Lake Mary/Crystal Lake Elementary regarding thefts, suspicious persons, etc.
- Worked on upcoming events: Art Festival, Ghost Walk, Spooktacular and Fall Festival
- Attended two 9/11 tributes, the grand opening of Harvest Time International's free dental center, and a birthday celebration at Spring Hills for their oldest resident who turned 102
- SIG (Senior's Intervention Group) presentation was provided to 200 people at a Shriner's Event
- Presented a NOPE (Narcotics Overdose Prevention Education) presentation for the Command Staff of Volusia County Sheriff's Office; with a dozen police departments in attendance
- CRD participated in a photo shoot for a calendar to help the Lake Mary Women's Club
- SIG currently working on promoting the Seniors Christmas Luncheon at the Timacuan Country Club (Dec 14, 2012, 1 pm); Provided low income senior with a power chair after his 15 year old chair broke down; helped over 20 seniors with yard clean up, car and home repairs

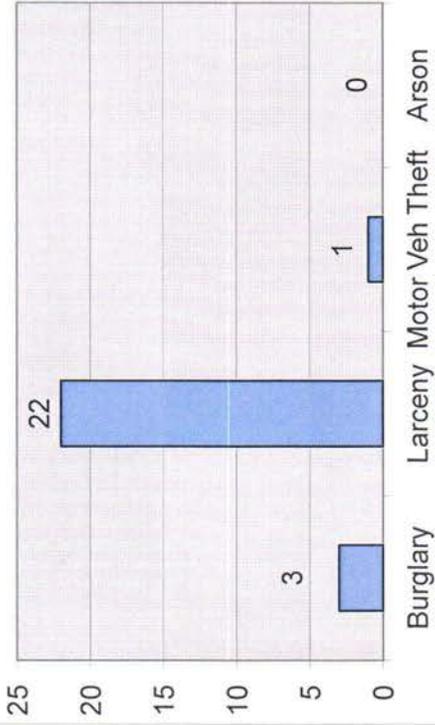
Monthly Call Volume

■ September



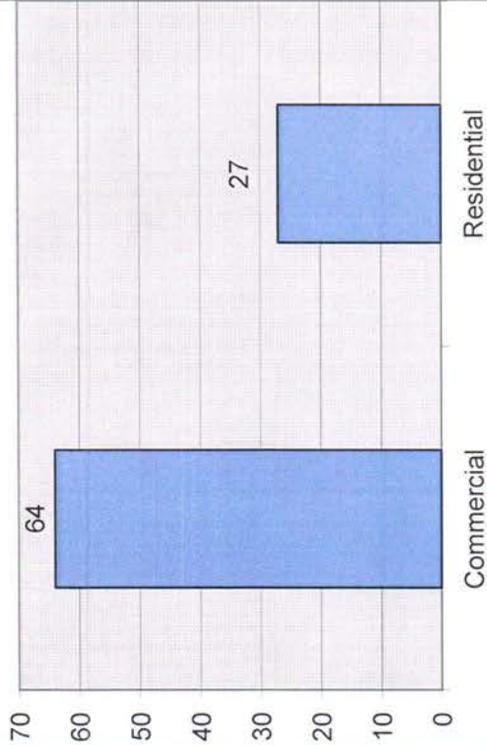
UCR Property Crimes

■ Sep-12



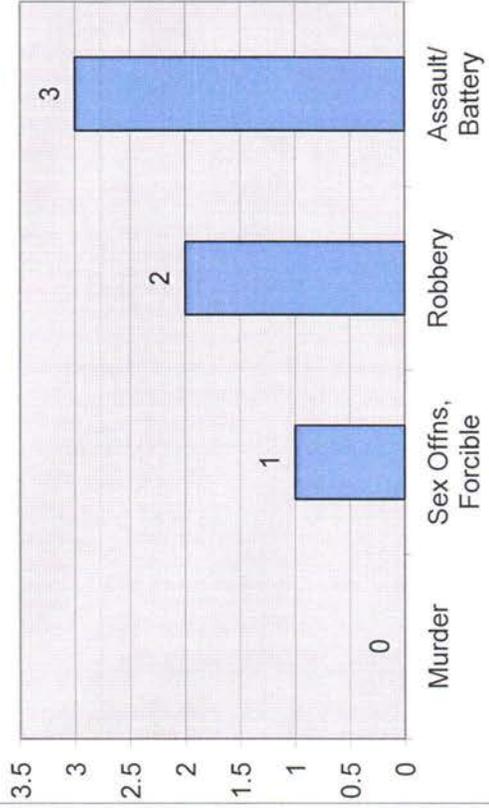
Alarm Responses

■ Sep-12



UCR Persons Crimes

■ Sep-12





Lake Mary Police Department Calls for Service FY11/12

Call Type	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Total
9-1-1 Hangup	68	62	54	42	56	65	61	63	45	48	63	64	691
Abandoned Vehicle	9	9	13	5	8	8	5	12	6	5	7	6	93
Aircraft Assist	0	0	0	0	1	0	1	0	0	0	0	0	2
Alarm Business	69	53	56	53	47	53	46	40	55	62	60	59	653
Alarm Financial	0	3	3	2	2	5	1	0	8	8	12	5	49
Alarm Residence	31	23	36	23	23	31	38	24	38	45	30	27	369
Alarm Vehicle	0	0	0	0	0	0	0	0	1	0	0	0	1
Animal Complaint	9	18	19	10	21	10	10	13	13	9	8	13	153
Area Patrol/ATV	0	0	0	0	0	0	0	0	0	0	0	0	0
Armed	0	1	0	0	0	0	0	0	0	0	0	0	1
Assault	0	1	0	2	0	1	0	0	0	0	0	0	4
Assist Citizen	54	77	73	71	54	27	30	36	27	41	36	37	563
Assist other Agency	72	73	74	55	41	46	46	41	31	48	47	42	616
Attempt to Contact	31	14	30	21	25	26	16	36	18	21	27	22	287
Attempted Suicide	2	4	1	2	2	4	4	6	1	2	2	4	34
Battery	5	2	2	6	3	3	3	2	1	4	4	3	38
Bike Patrol	0	0	0	0	2	1	7	7	82	21	0	0	120
Bomb Threat	0	0	0	0	0	0	0	0	0	0	0	1	1
Burglary	19	16	20	12	10	8	11	16	11	5	20	15	163
Car Jacking	0	0	0	0	0	0	0	0	0	0	0	0	0
Child Abuse/Neglect	0	2	0	0	0	0	0	2	0	0	0	0	4
Child Protective Invest	5	2	7	5	6	4	1	3	0	2	4	4	43
Code Violation	35	68	46	22	31	37	44	38	77	46	29	41	514
Comm Bus Check	74	79	47	59	12	5	3	0	1	4	4	3	291
Criminal Mischief	6	6	2	2	9	2	5	9	5	2	3	6	57
Dead Person	1	0	0	0	0	0	2	2	0	0	1	0	6
Disabled Vehicle	51	74	63	66	54	57	53	59	65	53	61	65	721
Disturbance	81	59	67	38	43	60	56	69	43	73	56	46	691
Drowning	0	0	0	0	0	0	0	0	0	0	0	0	0
Economic Crime	14	7	6	19	16	15	10	8	10	17	8	8	138
Escort	9	15	14	14	11	4	9	5	8	3	7	6	105
Fight	2	5	2	1	2	5	5	3	3	13	1	0	42
Fire	6	6	3	7	2	6	7	2	2	4	1	3	49
Foot Patrol	112	100	101	112	122	127	154	131	121	87	96	94	1357
Found Property	11	4	3	3	9	10	11	10	4	4	10	6	85
Harassing Comm	3	7	4	1	4	1	4	4	10	4	7	9	58
Hit & Run Crash	6	6	13	6	6	8	4	6	7	14	9	12	97
Hold Up/Robbery	1	1	2	1	1	1	1	0	0	3	0	2	13
Home Invasion	0	0	0	0	0	0	0	0	0	0	0	1	1
House Check	72	51	34	73	188	204	228	140	105	119	125	128	1467
Illegal Dumping	2	0	0	0	2	2	0	0	0	1	0	1	8
Illegal Parking	26	40	32	42	44	42	19	24	28	14	35	14	360
Information	94	99	85	107	70	78	82	83	52	78	78	87	993
Intox Driver	2	6	3	6	2	6	5	3	3	3	4	5	48
Intox Pedestrian	5	3	2	4	4	5	2	5	5	2	4	4	45
Juvenile	4	8	10	7	7	10	4	2	3	4	5	3	67
Kidnapping	0	0	0	0	0	0	0	0	0	0	0	0	0
Knifing	0	0	0	1	0	0	0	0	0	0	0	0	1
Lewd/Lascivious	2	0	1	0	0	1	1	0	0	2	0	0	7
Lost Property	2	1	2	4	7	0	4	4	3	6	1	2	36
Mentally Ill Person	2	3	2	0	0	1	0	2	0	0	0	0	10
Missing Person	3	4	5	2	4	4	4	5	2	2	3	3	41
Murder	0	0	0	0	0	0	0	0	0	0	0	0	0
Narcotics	3	4	3	2	1	1	1	2	0	2	1	1	21
Off Duty Detail	3	3	2	3	2	3	0	2	0	0	2	11	31
Open Door/Window	21	22	21	19	26	39	36	34	55	19	25	20	337

Other	19	20	17	28	26	10	25	16	6	31	29	28	255
Out of Service	12	3	8	8	5	5	6	9	11	8	9	6	90
Patrol Request	2078	1873	2049	2106	2038	2171	1965	2124	2391	2059	2189	2107	25150
Property Damage	4	1	4	0	7	2	3	1	3	7	5	1	38
Prowler	2	1	0	0	2	1	1	0	0	0	0	0	7
Reckless Driver	20	22	28	18	21	35	24	38	24	25	22	18	295
Recovered Stolen Veh	0	3	0	0	1	0	0	1	1	0	0	0	6
REPO & Private Tow	8	11	12	7	8	5	5	9	9	11	13	12	110
Report Writing	40	61	52	51	44	39	45	62	50	37	51	34	566
Retrnd Missing Person	0	0	0	1	3	0	1	1	0	0	0	0	6
Road Obstruction	16	22	17	16	20	21	15	27	34	19	21	21	249
Sexual Battery Adult	1	1	0	0	0	0	0	0	0	0	0	1	3
Sexual Battery Juvenile	0	1	0	0	0	1	0	0	0	1	0	0	3
Shooting	0	0	0	0	0	0	0	0	0	0	0	0	0
Shoplifting	1	2	3	3	3	1	2	5	5	0	3	1	29
Shots Fired	1	0	1	2	1	3	1	2	4	4	2	3	24
Sick Person	72	53	51	57	60	77	53	62	46	63	58	54	706
Solicitor	12	7	7	8	7	2	12	9	7	2	11	13	97
Special Detail	92	71	34	48	34	40	38	48	56	66	100	37	664
Stalking	0	2	0	0	0	1	0	0	0	1	1	1	6
Stolen Tag	0	1	3	4	1	2	1	4	3	1	0	0	20
Stolen Vehicle	0	2	0	4	4	0	2	1	6	3	3	2	27
Suicide	0	0	0	0	0	0	0	0	0	1	1	1	3
Surveillance	3	3	3	3	4	6	1	2	2	11	33	10	81
Susp Incident	36	39	37	32	26	29	36	22	23	26	32	30	368
Susp Mail	0	0	1	0	2	0	0	0	0	0	0	1	4
Susp Person	69	57	43	52	71	48	45	42	54	44	47	36	608
Susp Vehicle	89	50	68	58	52	54	56	72	86	55	68	58	766
SWAT Call Out	0	0	0	0	0	0	0	0	0	0	0	0	0
SWAT Training	5	7	0	1	3	3	1	2	2	2	2	2	30
Theft	16	20	16	13	14	14	18	19	10	8	19	16	183
Threats	3	3	0	10	5	11	5	4	4	5	3	6	59
Traffic Control	47	66	64	42	74	84	62	79	54	32	89	104	797
Transport Prisoner	0	1	0	0	1	5	2	2	0	0	3	0	14
Tress/Unwant Guest	10	5	5	5	10	3	6	8	7	6	8	12	85
Unattended Juvenile	2	0	0	1	0	0	2	0	0	0	3	0	8
Utility Patrol	0	0	0	0	1	0	0	0	0	0	0	0	1
Vehicle in Ditch	0	1	0	0	0	1	0	2	0	1	0	0	5
Vehicle Crash	81	76	79	90	79	87	80	91	91	82	88	75	999
Vehicle Stop	872	721	804	675	619	762	746	1150	872	669	563	674	9127
Vin Verification	0	1	5	3	0	3	0	3	1	1	3	1	21
Work Release Transpor	42	32	20	42	30	30	46	50	34	33	12	13	384
Total	4680	4280	4394	4318	4256	4582	4339	4920	4845	4214	4387	4261	53476



MEMORANDUM

DATE: October 11, 2012
TO: Mayor & City Commission
FROM: Bryan Nipe, Parks and Recreation Director
THRU: Jackie Sova, City Manager
SUBJECT: September 2012 Parks and Recreation Report Summary

Skate Park:

- Increase of 16.32% over August Daily Fee Revenue
- 27 new waivers were filled out in September
- Users down overall from last FY by 48%

Splash Park:

- Closed mid-month due to mechanical breakdown (9/9/12 was last day of operations)
- Increase of 2.79% in FY 2012 over FY 2011 Daily Fee Revenue (\$23,922.87), despite ending 2012 season early.

Senior Center:

- \$794.56 in Class Donations
- Decrease in donations and participation from August due most likely to extended absence of the Chair-aerobics Instructor, who was on vacation.
- FY 2012 participation up by 10% over FY 2011.

Events Center

- \$508,794 total revenue for FY12 (waiting on 6 catering payments)
- Over \$14,000 more revenue than FY11.

Tennis Center

- 114 members as of 10/3/12. This is up by 7 members in September 2011.
- Free Children's USTA Under 10 day on 10/6/12
- FY12 Revenue \$51,175.00 compared to FY11 Revenue \$51,064.00

Recreation Programs

- Little Linksters Golf – Begins Sunday 10/7.
- Soccer Shots -11 participants in the first 4 week program.
- Little League fall season is under way with over 200 participants. 22 more than last Fall season

Grounds

- Landscape and paver beautification project at City Hall completed.

Facilities

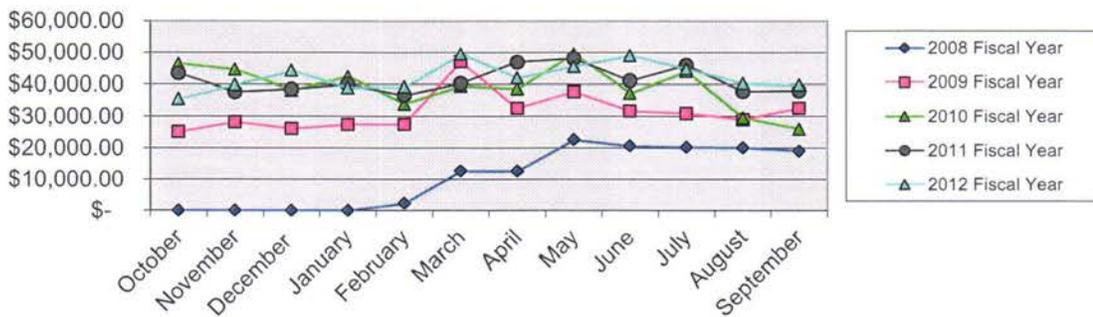
- Employee Clinic - The majority of the Clinic work is being done in-house. Anticipated completion date is Nov. 1st.

MEMO

TO: Bryan Nipe, Director of Parks & Recreation
 FROM: Dee Gracey, Administrative Secretary
 DATE: October 3, 2012
 RE: ACTIVITIES: September 2012

ACTIVITY	CURRENT MONTH	THIS MONTH LAST YEAR	CURRENT YTD	PREVIOUS YTD
EVENTS CENTER				
non-revenue uses	8	8	107	104
rentals	25	22	299	271
rental income	\$41,164.00	\$34,549.00	\$457,699.86	\$435,902.15
FARMERS MARKET				
vendor fee income	\$2,085.00	\$2,503.80	\$30,935.80	\$38,205.44
SENIOR CENTER				
non-revenue uses/hours	3/7.0	3/7.5	31/76.0	31/69.0
rentals	0	1	8	17
rental income	\$0.00	\$200.63	\$1,005.75	\$2,301.01
classes	98	116	1429	1414
individual participants	1490	1685	20014	18258
class donations	\$794.56	\$956.82	\$9,781.96	\$9,845.24
shred-a-thon donations	\$0.00	\$0.00	\$7,615.73	\$7,756.19
SPORTS COMPLEX				
ball field games	43	20	562	648
softball league income	\$1,255.00	\$325.00	\$13,930.00	\$16,875.00
baseball/softball rentals	94	67	554	467
baseball field income	\$6,938.10	\$738.30	\$18,236.70	\$15,494.28
soccer activities	58	33	548	431
soccer field income	\$1,205.15	\$386.35	\$10,419.14	\$9,425.06
splash park income	\$654.00	\$1,203.00	\$25,715.81	\$25,152.87
skate park income	\$408.00	\$1,481.75	\$9,375.01	\$17,908.05
gazebo rental income	\$128.00	(\$53.50)	\$546.25	\$788.50
tennis memberships	\$3,355.00	\$6,230.00	\$44,130.00	\$42,945.00
tennis daily fees	\$883.12	\$770.09	\$7,045.87	\$8,119.27
special event fee	\$105.00	\$0.00	\$420.00	\$0.00
TOTAL INCOME	\$58,974.93	\$49,291.24	\$636,857.88	\$630,718.06

Events Center - Fiscal Year Revenue Comparisons (Includes revenue from caterers)



Month	2008 Fiscal Year	2009 Fiscal Year	2010 Fiscal Year	2011 Fiscal Year	2012 Fiscal Year
October	\$ -	\$ 25,157.76	\$ 46,451.06	\$ 43,456.26	\$ 35,526.88
November	\$ -	\$ 28,217.93	\$ 44,657.39	\$ 37,669.30	\$ 39,903.24
December	\$ -	\$ 26,158.79	\$ 38,156.75	\$ 38,456.54	\$ 44,311.12
January	\$ -	\$ 27,396.45	\$ 42,425.89	\$ 39,999.93	\$ 38,933.39
February	\$ 2,379.31	\$ 27,470.28	\$ 33,901.36	\$ 36,578.62	\$ 39,164.12
March	\$ 12,704.75	\$ 47,076.02	\$ 39,477.67	\$ 40,265.19	\$ 49,521.02
April	\$ 12,636.68	\$ 32,589.11	\$ 38,658.45	\$ 46,969.12	\$ 41,988.10
May	\$ 22,620.26	\$ 37,685.74	\$ 49,553.99	\$ 48,095.92	\$ 45,573.95
June	\$ 20,663.32	\$ 31,669.67	\$ 37,216.10	\$ 41,153.90	\$ 49,036.66
July	\$ 20,332.60	\$ 30,980.56	\$ 44,067.05	\$ 46,013.16	\$ 44,842.61
August	\$ 20,111.08	\$ 28,976.30	\$ 29,501.98	\$ 37,795.61	\$ 40,246.08
September	\$ 19,054.32	\$ 32,566.97	\$ 25,967.89	\$ 37,958.40	\$ 39,747.40
Total Revenue	\$ 130,502.32	\$ 375,945.58	\$ 470,035.58	\$ 494,411.95	\$ 508,794.57
Operating Costs	\$ 298,584.00	\$ 349,517.00	\$ 344,393.00	\$ 321,200.54	\$ 342,463.76
Maintenance Staff Costs*	\$ 32,430.60	\$ 32,430.60	\$ 32,430.60	\$ 32,430.60	\$ 32,430.60
Revenue after Costs**	\$ (200,512.28)	\$ (6,002.02)	\$ 93,211.98	\$ 140,780.81	\$ 133,900.21

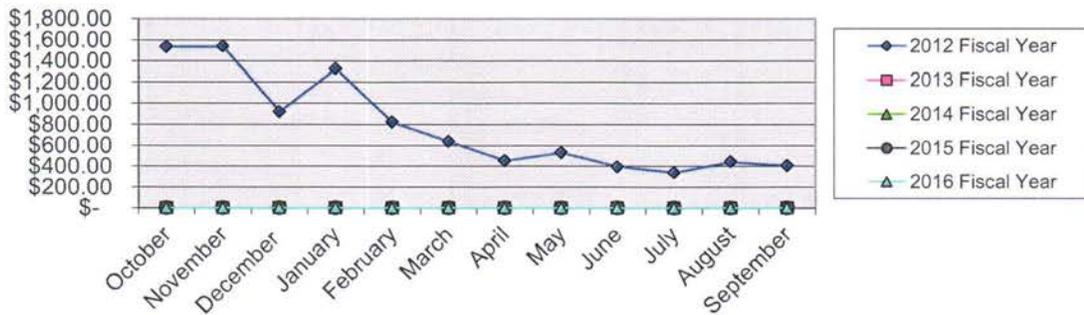
waiting on 6 pymts

\$2,702.55 per month

* Estimated maintenance costs for Events Center grounds.

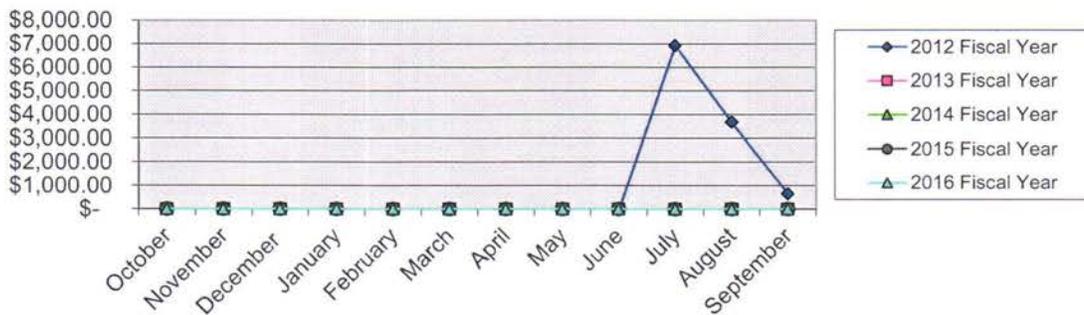
** Costs not including payment of bond.

Skate Park - Fiscal Year Revenue Comparisons



Month	2012 Fiscal Year	2013 Fiscal Year	2014 Fiscal Year	2015 Fiscal Year	2016 Fiscal Year
October	\$ 1,536.00	\$ -	\$ -	\$ -	\$ -
November	\$ 1,540.90	\$ -	\$ -	\$ -	\$ -
December	\$ 923.00	\$ -	\$ -	\$ -	\$ -
January	\$ 1,327.45	\$ -	\$ -	\$ -	\$ -
February	\$ 824.77	\$ -	\$ -	\$ -	\$ -
March	\$ 639.00	\$ -	\$ -	\$ -	\$ -
April	\$ 456.75	\$ -	\$ -	\$ -	\$ -
May	\$ 533.39	\$ -	\$ -	\$ -	\$ -
June	\$ 398.00	\$ -	\$ -	\$ -	\$ -
July	\$ 342.00	\$ -	\$ -	\$ -	\$ -
August	\$ 445.75	\$ -	\$ -	\$ -	\$ -
September	\$ 408.00	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 9,375.01	\$ -	\$ -	\$ -	\$ -
Operating Costs	\$ (25,219.44)	\$ -	\$ -	\$ -	\$ -
Revenue after Costs	\$ (15,844.43)	\$ -	\$ -	\$ -	\$ -

Splash Park - Fiscal Year Revenue Comparisons



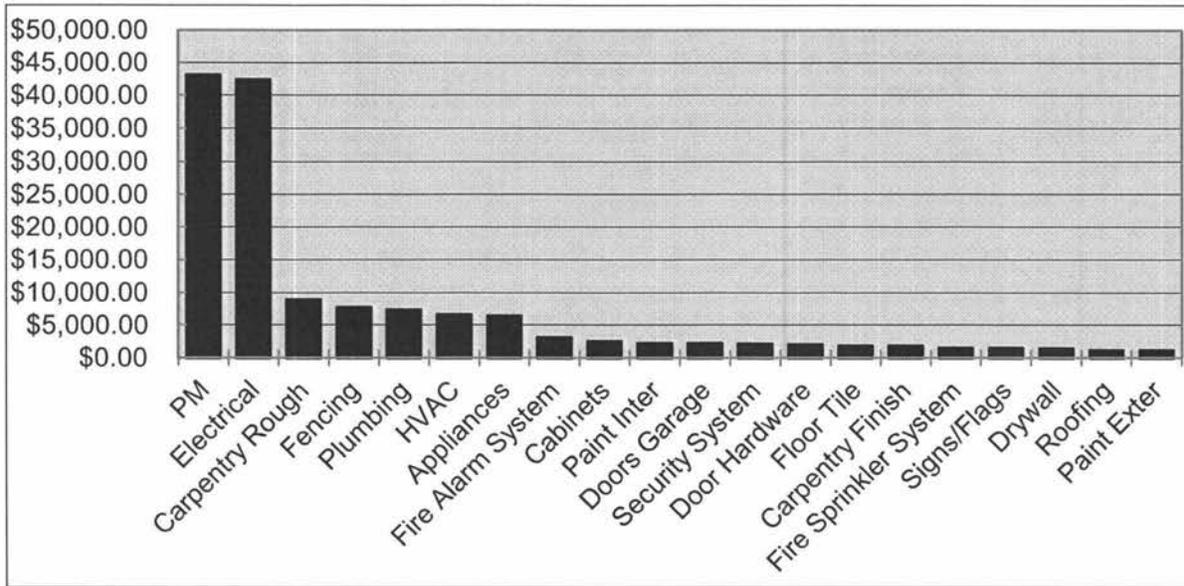
Month	2012 Fiscal Year	2013 Fiscal Year	2014 Fiscal Year	2015 Fiscal Year	2016 Fiscal Year
October	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ -	\$ -	\$ -	\$ -	\$ -
January	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -
July	\$ 6,928.00	\$ -	\$ -	\$ -	\$ -
August	\$ 3,678.50	\$ -	\$ -	\$ -	\$ -
September	\$ 654.00	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 11,260.50	\$ -	\$ -	\$ -	\$ -
Operating Costs	\$ (10,781.59)	\$ -	\$ -	\$ -	\$ -
Revenue after Costs	\$ 478.91	\$ -	\$ -	\$ -	\$ -



City of Lake Mary
Facilities Maintenance - Monthly Report
Year-to-Date Expenses By Category

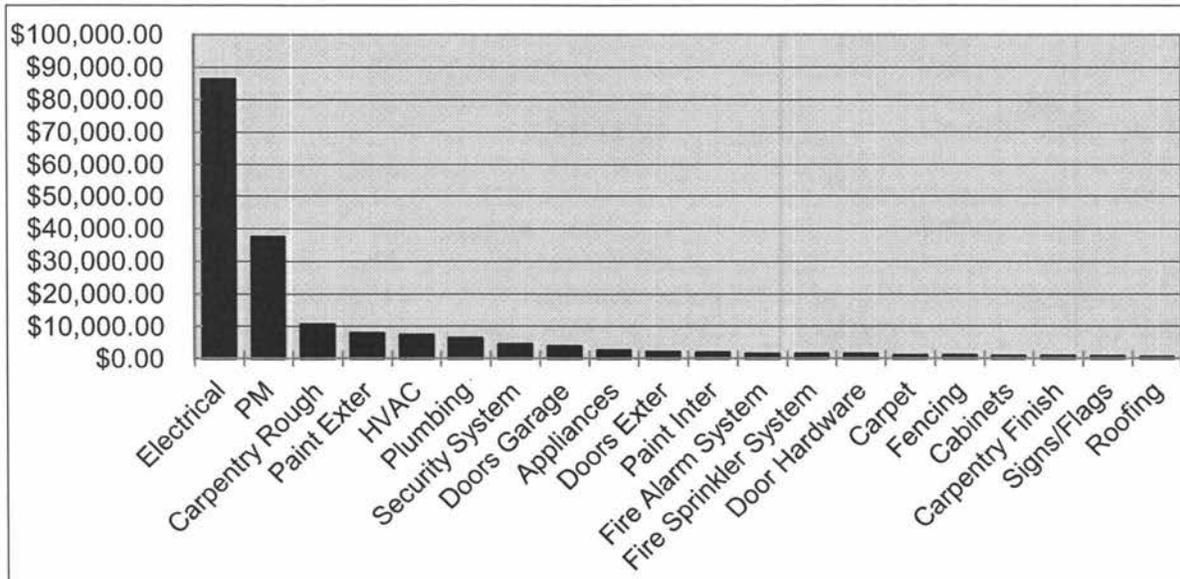
October 1, 2011 Through **September 30, 2012**

Total: \$150,918.24



October 1, 2010 Through **September 30, 2011**

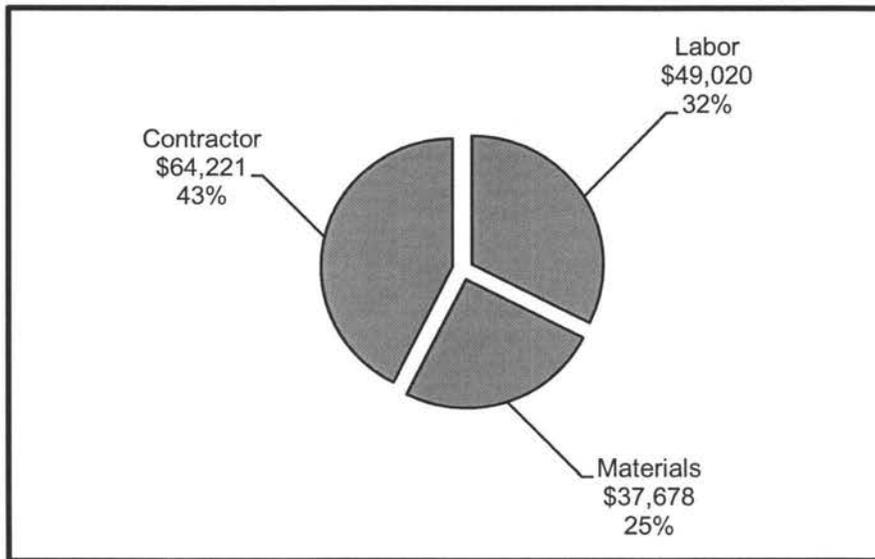
Total: \$183,140.67



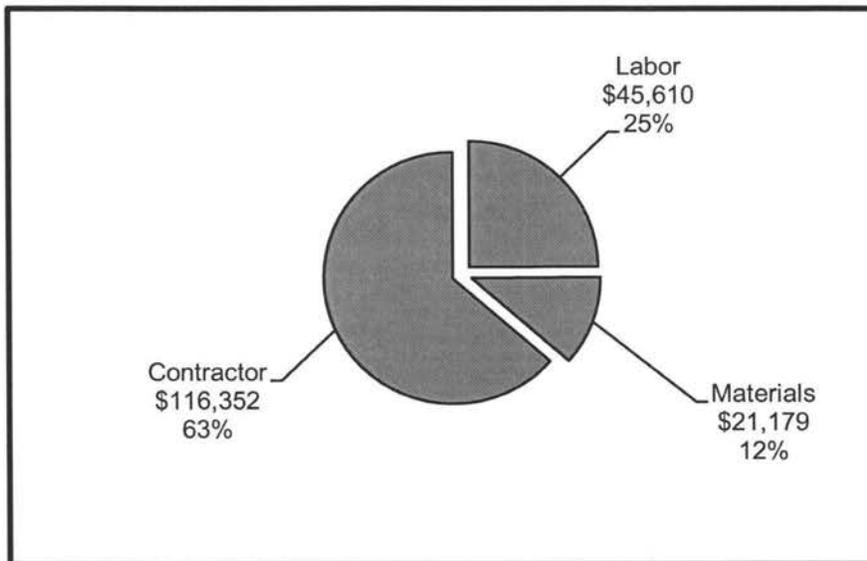


City of Lake Mary
Facilities Maintenance - Monthly Report
Year-to-Date Expenses by Labor, Materials, Contractor

October 1, 2011 Through- September 30, 2012



October 1, 2010 Through- September 30, 2011

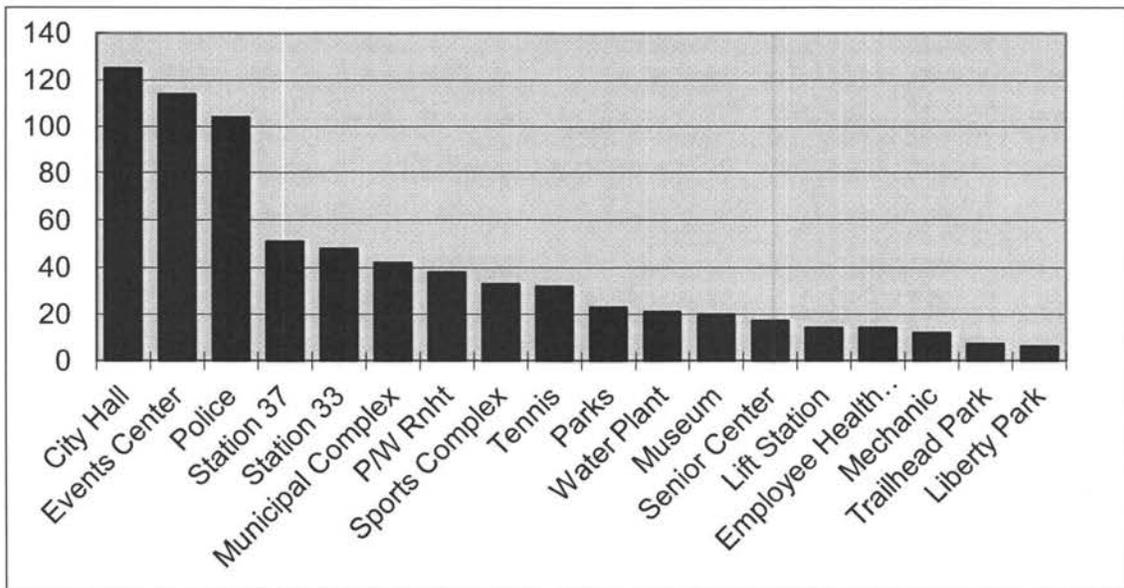




City of Lake Mary
 Facilities Maintenance - Monthly Report
Year-to-Date Number of Work Orders by Building

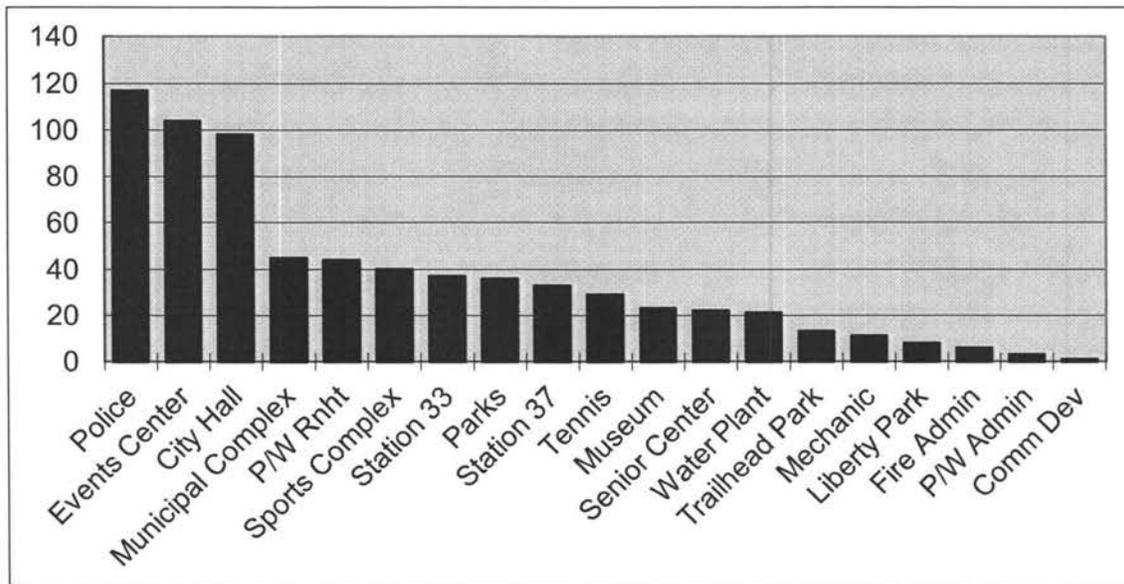
October 1, 2011 Through September 30, 2012

Total: 734



October 1, 2010 Through September 30, 2011

Total: 692



**CITY CLERK'S OFFICE MONTHLY REPORT
SEPTEMBER 2012**

	FY 2012		FY 2011	
	SEPT. 12	YTD	SEPT. 11	YTD
MINUTES PREPARED (SETS)	2	23	2	24
ORDINANCES CREATED	0	2	0	0
ORDINANCES PREPARED	0	11	1	18
RESOLUTIONS CREATED	0	2	0	0
RESOLUTIONS PREPARED	0	15	1	6
PROCLAMATIONS PREPARED	4	29	5	20
PUBLIC HEARING NOTICES PUBLISHED	1	20	1	28
OCCUPATIONAL LICENSES				
NEW	41	301	16	282
RENEWALS	742	1522	815	1614
TRANSFERS	0	24	1	37
REVENUE GENERATED	\$54,480.00	\$115,606.75	\$52,420.00	\$118,627.25
INSPECTIONS OF BUSINESSES	0	0	0	1041
BUSINESSES W/O LICENSE	0	0	0	23
REVENUE PAID BY UNLICENSED BUSINESSES	0	0	0	\$760.00
FOOD TRUCKS LICENSED (MONTHLY FOOD TRUCK CRAVE)	6	57	0	0
REVENUE GENERATED	\$0..00*	\$2,630.00	0	0
*credit from August (rained out)				
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	5	41	4	28
RECORDS SCANNED (pages)	1098	19,717	1,715	23,782
RECORDS DESTROYED (CUBIC FEET)	0	0	0	0

Fire Department

Monthly Report For September 2012



Emergency Operations



	09/12	YTD	09/11	YTD
Alarms				
In the City	170	1961	139	1816
Out of the City	142	1722	138	1617
Total Alarms	312	3683	277	3433
Types of Alarms				
Fire	56	611	47	593
Rescue	178	2205	184	2192
Auto Accident	31	435	16	314
Other	47	432	30	334
Mutual-aid Alarms				
Given by LMFD	142	1722	138	1617
Given to LMFD	33	342	20	325
Patients				
Transported	130	1639	135	1604
Transport Revenue				
	*	*	*	*
Amount Billed	\$69,044	\$728,463	\$56,263	\$646,648
Amount Received	\$18,691	\$419,140	\$39,510	\$457,684
Collection Agency Billed	\$0	\$0	\$0	3613.31
Collection Agency Received	\$0	\$858	\$105	790.34
Training Hours				
EMS	318.25	2888.75	392.75	3143.00
Fire	590.25	6402.5	488.75	4853.75

* Revenue is reported one month behind, (ie: this month is the end of August revenue)



Fire Prevention



	09/12	YTD	09/11	YTD
Fire Prevention				
Fire Inspections	58	1108	30	1201
New Construction Fire Inspections	326	2030	32	445
Fire Plans Reviewed	29	577	37	386
Fire Investigations	1	5	1	6
False Fire Alarms	13	111	10	102
Public Education Programs	4	62	4	136
Public Education - # of people	167	6350	132	15028

	09/12	YTD	09/11	YTD
Scanned Documents				
Emergency Operations	503	14455	6263	24815
Fire Prevention **	811	5897	0	589

Attachment A



Fire/Rescue Alarm Statistics



Number of Units Responding to Alarms

Number of Alarms in the City

Month/ Year	Lake Mary	Seminole	Sanford	Long wood	Others	Total Units	Total Alarms	Alarms by LMFD	# with Mutual Aid	Alarms by Others
Oct-11	307	29	10	5	0	351	162	154	25	8
Nov-11	248	51	4	1	0	304	150	138	23	12
Dec-11	292	30	3	8	0	333	163	152	23	11
Jan-12	294	36	2	0	3	335	152	141	25	11
Feb-12	282	37	10	3	0	332	174	165	34	9
Mar-12	302	48	10	0	1	361	181	171	28	10
Apr-12	226	20	10	1	0	257	142	130	18	12
May-12	275	21	2	2	0	300	170	158	22	12
Jun-12	270	55	6	0	0	331	175	161	45	14
Jul-12	297	39	4	1	0	341	201	185	28	16
Aug-12	332	38	9	1	1	381	190	186	38	4
Sep-12	297	49	6	4	0	356	178	170	33	8
Totals	3422	453	76	26	5	3982	2038	1911	342	127
	86%	11%	2%	1%	0%	100%	100%	94%	17%	6%

2038 Alarms in the City required **3982** unit responses.

Of these unit responses, LMFD provided **86%**
 SCFR **11%**
 Others **3%**

Alarms in the City requiring mutual-aid from other agencies. **23%**
 Alarms in the City answered by at least one LMFD unit. **94%**
 Alarms in the City answered w/o a LMFD unit responding. **6%**

Other agencies provided **560** unit responses into the City.

Statistics compiled from S.C. C.A.D. system and LMFD daily logs.

Attachment B



Fire/Rescue Alarm Statistics



LMFD Responses out of the City

Month/ Year	Engine 33	Rescue 33	Engine 37	Rescue 37	BC37	Total Unit Re- sponses	Total Alarms
Oct-11	45	59	69	52	13	238	160
Nov-11	50	44	55	38	10	197	137
Dec-11	35	39	54	45	6	179	127
Jan-12	37	41	60	37	17	192	136
Feb-12	43	42	48	33	17	183	129
Mar-12	43	46	59	46	15	209	140
Apr-12	28	32	53	46	7	166	114
May-12	52	47	75	55	16	245	162
Jun-12	51	52	75	53	17	248	171
Jul-12	46	46	57	44	14	207	146
Aug-12	51	44	73	51	10	229	158
Sep-12	34	46	65	45	14	204	142
Totals	515	538	743	545	156	2497	1722

LMFD provided	2497	unit responses out of the City.
Other agencies responded into the City	469	times.
LMFD responded out of the City	1722	times.

Statistics compiled from S.C. C.A.D. system and LMFD daily logs.

Sole Response Statistics

	SCFD	SCFD	LMFD	LMFD
Mth/Yr	# of units	# of alarms	# of units	# of Alarms
Oct-11	14	8	65	39
Nov-11	20	11	60	36
Dec-11	20	11	63	36
Jan-12	17	8	41	25
Feb-12	12	7	36	23
Mar-12	14	9	59	33
Apr-12	24	12	54	30
May-12	15	9	60	36
Jun-12	25	14	70	42
Jul-12	22	14	62	36
Aug-12	3	3	77	43
Sep-12	17	8	68	37
	203	114	715	416
Oct-10	14	9	56	37
Nov-10	31	14	51	33
Dec-10	9	7	109	67
Jan-11	11	6	75	43
Feb-11	12	8	58	34
Mar-11	28	13	47	30
Apr-11	14	8	55	37
May-11	9	5	56	38
Jun-11	11	7	45	31
Jul-11	18	11	66	38
Aug-11	14	6	46	30
Sep-11	3	2	56	33
	174	96	720	451
Oct-09	6	4	37	21
Nov-09	19	13	64	37
Dec-09	9	4	55	33
Jan-10	16	9	70	42
Feb-10	13	6	30	20
Mar-10	26	15	51	35
Apr-10	8	11	51	31
May-10	14	8	59	36
Jun-10	17	9	72	44
Jul-10	16	8	47	30
Aug-10	22	12	51	34
Sep-10	15	9	71	50
	181	108	658	413

Shows the number of alarms and units that responded to the others area by themselves



City of Lake Mary
Fire Department
911 Wallace Court-Lake Mary, Florida 32746



Monthly Supplement

September 2012

Emergency Operations

All Officers are participating in leadership with James Rowan through online weekly and monthly sessions, as well as individual counseling. James Rowan visited the Fire Department on September 26th to get a chance to personally meeting our officers and staff.

The Fire Department has three teams currently assigned.

Awards team has done a great job so far in developing departmental awards program to recognize achievements and outstanding events. The annual awards banquet has been scheduled for October 26th. The Awards Appendix to the DOI.'s will be complete during the month of October. This team will then have completed its mission.

SOP team submitted one new SOP for review.

Uniform team is completing their review of uniforms for new materials and designs. Final report will be completed the first week of October and this team also will have completed their mission.

The evaluation criteria for Firefighter has been completed. We will be reviewing this with the firefighters the second week in October for implementation for the fiscal year 2013. We are continuing to develop the Lieutenant and Battalion Chief Position evaluations to have them complete prior to anyone's evaluation in FY2013.

Fire Prevention

Conducted live fire extinguisher training to Boy Scout Troop – 25 kids and 12 adults.

Fire Safety Presentations to St. Peter's Church and No Limits Church.

Fire Inspectors assisted 2 people on the road with vehicle problems.

Conducted one fire investigation – 609 Timberlane – Forest on 9/11/12. Fence fire – determined to be accidental due to improperly discarded smoking materials.

Attended several First Step and DRC Meetings for possible upcoming development projects.

F.M. Niles attended Women's Luncheon in Orlando.

Human Resources

September 2012 Report

Employment	09/12	YTD	09/11	YTD
Applications received/acknowledged	134	1031	90	722
Friend/Relative	15	110	26	91
Internal	11	38	0	33
Job Posting Book	2	24	3	25
Not Provided	1	5	0	10
Other	13	86	13	71
Website	92	768	48	492
New Hire Orientations	2	27	5	24
Resignations/Terminations	2	25	6	27
Current Vacancies (FT/PT Employment Opportunities)	4	52	9	57
Computer Support Technician	1			
Maintenance Specialist	1			
Police Officer I	1			
Recreation Assistant	1			
Positions filled in house	1	14	0	14
Positions filled outside	2	27	5	30
Surveys Conducted/Completed	4	87	3	128
Employee Evaluations	13	163	12	187
Employee Verifications	5	78	3	49
Personnel Actions Initiated	25	510	33	361
Grievances Filed	0	2	0	0
Employee Insurance Assistance	12	345	18	159
Current Full Time Employees	171		171	
Current Part Time Employees	17		19	
Special Projects				
Dental Enrollment Forms (Open Enrollment)	1	187	3	13
New AFLAC enrollments	0	51	0	1
Benefit Election Forms	1	190	3	17
Voluntary Life Election Forms	1	10	0	6
Time sheets scanned	896	6,691	592	8,083

Human Resources

September 2012 Report

Insurance		09/12	YTD	09/11	YTD
On the Job Injuries - Medical Attention Required *		0	16	1	17
On the Job Injuries - No Medical Attention Required **		1	16	2	7
	General Government		2		2
	Building/Fac Maint		0		0
	Police/Support Services		16	1	6
**Knee strain	Fire/Fire Prevention	1	7	1	7
	Public Works/Fleet		4		2
	Parks & Recreation		3	1	7
City Vehicle Accidents Reported - Under \$500. *					
		0	4	0	4
City Vehicle Accidents Reported - Over \$500. **					
		0	6	1	9
	General Government		0		0
	Building/Fac Maint		0		2
	Police/Support Services		6		8
	Fire/Fire Prevention		3	1	2
	Public Works/Fleet		0		1
	Parks & Recreation		1		0
ODAF (Other Driver at Fault)					
Loss/Damage Reports - Under \$500 *					
		0	17	1	20
Loss/Damage Reports - Over \$500 **					
		0	0	0	0
	General Government		1		0
	Building/Fac Maint		1		1
	Police/Support Services		7	1	7
	Fire/Fire Prevention		5		7
	Public Works/Fleet		2		1
	Parks & Recreation		1		4
Damage to City Property by Others - Under \$500 *					
		0	1	0	3
Damage to City Property by Others - Over \$500 **					
		1	2	0	2
	General Government		0		0
	Building/Fac Maint		0		0
	Police/Support Services		0		2
	Fire/Fire Prevention		0		0
	Public Works/Fleet	1	3		0
	Parks & Recreation		0		3
Liability/Claimant Incident Reports - Under \$500					
		0	3	0	1
Liability/Claimant Incident Reports - Over \$500					
		0	1	0	1
Special Hearings/Mediations					
		0	0	0	1

PUBLIC WORKS UPDATE

October 2012

Streets/Sidewalks – 432

1. 4th Street and Seminole Ave Improvements– Notice to Proceed issued to The Briar Team 7/9/12. Substantial Completion due 11/6.

Water Treatment – 434

1. Well #2 rehabilitation: new well pump and new valves on discharge piping expected to be complete 10/12.
2. 12-month average daily water demand 3.18 million gallons (2% less than last year). CUP allowance 4.94 MGD. 12-month maximum day demand 5.25, plant capacity 9.99 MGD.

Water Distribution/Wastewater Collection – 435

1. Meter Change-out Program – Goal for 2012 is to change out 488 meters, this is to keep track with a 12-year change out program. 414 have been changed out through 10/2.
2. Continuing decommission of galvanized water mains downtown.
3. Lift station pump maintenance program proceeding, all stations have been evaluated, 12 pumps replaced/repared in FY 2012.

PUBLIC WORKS DEPARTMENT
MONTHLY REPORT
September 2012

	Sep-12	FYTD	Sep-11	FYTD
Work Orders Completed	19	379	40	442
Sidewalks Repaired (Feet)	144	1,122	84	910
Street Signs Installed	12	144	12	126
Streets Paved (Miles)	0	0	0	2
Millions Gallons Treated	90	1,161	97	1,187
New Water Meters Installed	1	26	1	34
Waterlines Installed (Feet)	0	960	0	360
Water Meter Relocations	3	10	0	63
Meters Exchanged	6	436	26	813
Turn-On/Turn-Off (Customer Request)	113	1,485	119	1,492
Turn-Offs/Non-Payment	27	216	9	249
Water System Dist. Valves Exercised	40	415	65	145
Vehicle Preventative Maint. Inspections	47	541	49	525
Vehicles/Equipment Serviced	95	1,018	96	982

Monthly Report – SEPTEMBER 2012

Community Development Department

TO: City Commission

FROM: Gary Schindler, City Planner *rm*

VIA: Jackie Sova, City Manager

DATE: October 18, 2012

RE: Planning and Development Activity



FY2011-2012 WORKLOAD DATA

	FY2011		FY2012	
	SEPT	Total YTD	SEPT	Total YTD
Land Use Amendments	0	11	0	4
Rezoning	0	15	0	3
Conditional Use	0	7	0	8
Subdivisions/Plat	1	5	0	4
Site Plans	0	4	0	3
Variances	1	1	0	0
Vacates	0	1	0	2
Annexations	0	0	0	0
DRI Development Agreement & Amendments	0	0	0	1
PUD Development Agreement & Amendments	0	5	1	6
Development Agreements, New	0	0	0	0
DRC Reviews	1	2	1	8
Home Occupation Review	6	52	10	46
Business License Review	26	304	54	316
Arbor Permits (non-development related)	4	141	6	141
Zoning Verification Letters	4	14	1	7
Site Permits Issued	1	8	0	6
Building Permits Review	53	393	18	477
Number of Pages Scanned	0	0	0	0

Significant Meetings & Issues:

September 10 – Arbor Board Meeting. The Arbor Board denied the applicant's appeal of staff's denial of the arbor permit to remove 5 laurel oak trees at 824 Blairmont.

September 11 – Waterside Meeting to discuss submittal of a PUD amendment

September 13 – Seminole County Parks/Trails Master Plan Meeting

September 17 – Pain Clinic Meeting

September 19 – McDonald's Restaurant Pre-Con & LPA Meetings

September 21 – Rinehart Place Meeting to discuss PUD entitlements

September 25 – P&Z Meeting. The Planning and Zoning Board voted to recommend approval of the NOPC and PUD for Colonial Center Heathrow related to permitting the development of additional residential units.

Sept3mber 26 – Station House DRC Meeting

September 27 – SCPS PTAC & Seminole County Parks/Trails Master Plan Meetings

Building Division Monthly Report –September 2012

Community Development Department

TO: City Commission

FROM: Joe Lancaster, Building Official
Bobbie Jo Keel, Permit/Zoning Coordinator

VIA: Jackie Sova, City Manager

DATE: October 1, 2012



FY2011-2012 WORKLOAD DATA

BUILDING PERMITS ISSUED								
ACTIVITY - PERMIT TYPE	Sep-12	YTD	Sep-11	YTD	Sep-12	YTD	Sep-11	YTD
COMMERCIAL - NEW	0	30	0	9	\$ -	\$ 21,109,500	\$ -	\$ 1,834,942
COMMERCIAL - ALTERATION	15	107	8	95	\$ 681,856	\$ 5,400,018	\$ 174,819	\$ 6,817,601
RESIDENTIAL - NEW	0	61	0	1	\$ -	\$ 9,563,300	\$ -	\$ 180,000
RESIDENTIAL - ALTERATION	5	151	14	170	\$ 22,826	\$ 4,981,453	\$ 159,847	\$ 1,713,097
ELECTRICAL - NEW/ALTERATION	11	269	15	201	\$ 38,667	\$ 3,167,438	\$ 74,592	\$ 2,629,140
ELECTRICAL - TEMP/PREPOWER	0	60	5	57	\$ -	\$ 29,590	\$ 410	\$ 4,600
MECHANICAL - NEW/ALTERATION	31	249	18	190	\$ 375,493	\$ 2,822,801	\$ 119,511	\$ 2,661,633
PLUMBING - NEW/ALTERATION	5	207	5	207	\$ 75,462	\$ 2,203,461	\$ 18,150	\$ 563,889
ROOFING - TILE, METAL & FLAT	8	64	0	7	\$ 260,991	\$ 1,591,611	\$ -	\$ 164,237
RE-ROOFING	10	151	15	126	\$ 549,720	\$ 2,213,720	\$ 127,767	\$ 1,498,139
SWIMMING POOL	0	17	0	20	\$ -	\$ 575,794	\$ -	\$ 618,358
SCREEN ENCLOSURE	1	21	1	19	\$ 3,675	\$ 116,654	\$ 3,100	\$ 99,293
FENCE	4	60	3	45	\$ 5,497	\$ 152,067	\$ 9,027	\$ 128,286
SIGN	5	64	1	58	\$ 15,234	\$ 196,258	\$ 1,800	\$ 103,052
FOUNDATION ONLY	0	1	0	2	\$ -	\$ 7,350	\$ -	\$ 12,320
DEMOLITION	0	9	0	8	\$ -	\$ 17,400	\$ -	\$ 72,825
TOTALS	95	1521	85	1215	\$ 2,029,421	\$ 54,148,415	\$ 689,023	\$ 19,101,412

BUILDING INSPECTIONS PERFORMED				
TYPE	Sep-12	YTD	Sep-11	YTD
BUILDING	261	2968	160	1817
ELECTRICAL	93	1124	54	753
MECHANICAL	58	474	26	494
PLUMBING	86	718	36	713
TOTALS	498	5284	276	3777

First Step Meetings Held

1. Waterside PUD
2. Lakeside @ Primera

DOCUMENTS SCANNED				
TYPE	Sep-12	YTD	Sep-11	YTD
PERMIT PACKAGE	503	45,882	11,358	76,568
BLUEPRINTS	0	7,448	180	19,927
TOTALS	503	53,330	11,538	96,495

MAJOR PROJECTS

NAME OR ADDRESS/PROJECT	IP	TOTAL	CO
Colonial Grand Phase 1	X	25	2
Fountain Parke Bldgs	X	9	1
Colonial Grand Phase 2	X	9	0
Enclave @ Tuscany	X	7	0
TOTALS		50	