



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA
THURSDAY, MAY 16, 2013 7:00 PM**

- 1. Call to Order**
- 2. Moment Of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: April 18, 2013**
- 6. Special Presentations**
 - A. David W. York Award - Reclaimed Customer of the Year (Bruce Paster, Public Works Director)**
- 7. Unfinished Business**
 - A. Ordinance No. 1486 - Revision to Section 154.67 (G)(2) of the Code of Ordinances, parking standards for the West Village of the DC (Downtown Centre) Zoning District - First Reading (Public Hearing)**

B. Ordinance No. 1487 - Revision to Section 154.67 (F) (5) of the Code of Ordinances, City constructed parking spaces in the DC (Downtown Centre) Zoning District - First Reading (Public Hearing)

8. New Business

9. Other Items for Commission Action

10. Citizen Participation

11. City Manager's Report

A. Items for Approval

- a. Promotional Agreement with CBS Radio for WineART Wednesdays**
- b. Request for Proposals (RFP) #13-04 - Professional Debris Removal Services**
- c. Landscape maintenance renewal with Valleycrest Landscaping**
- d. Annual health insurance renewal contract**
- e. Retirement and Purchase of K-9 Axle**
- f. Expenditure from Law Enforcement Trust Fund for donation to Lake Mary High School**
- g. Disposal of marked Ford Police Interceptor rear seats and rear door panels**

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: June 6, 2013



MEMORANDUM

TO: Mayor and City Commission

VIA: Jackie Sova, City Manager

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

DATE: May 3, 2013

SUBJECT: Florida Water Environment Association
Reclaimed Customer of the Year

During this year's Florida Water Environment Association's Annual Meeting and Awards Luncheon on April 30, 2013, the City of Lake Mary received the David W. York Award - Reclaimed Customer of the Year - for Outstanding Performance and Professionalism in the Water Environment Industry.

Since 1991 Lake Mary has distributed reclaimed water to the Timacuan Golf Course and common areas within the community through an interlocal agreement with the City of Sanford. Over time Lake Mary has expanded its reuse water distribution network to serve residential and commercial customers in other areas of the city. In 2006 Lake Mary partnered with the St. Johns River Water Management District and constructed a Reclaimed Water Recharge and Storage Pond. Lake Mary also has an agreement with Seminole County to serve additional reclaimed customers and provide irrigation along right-of-ways.

Through our innovative partnerships the City of Lake Mary is using reclaimed water to meet irrigation demands, recharge the aquifer and help meet its future water supply needs. In 2012 the city distributed over 162 million gallons of reclaimed water and nearly 89 million gallons was used for aquifer recharge.

Our Public Works Department is proud of this accomplishment and will continue to strive for excellence in providing award winning environmental services to the citizens and business owners of the City of Lake Mary.



MEMORANDUM

DATE: May 16, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler, City Planner

SUBJECT: Ordinance No. 1486 - Revision to Section 154.67 (G)(2) of the Code of Ordinances, parking standards for the West Village of the DC (Downtown Centre) Zoning District - First Reading (Public Hearing)

REFERENCE: City Comprehensive Plan and Code of Ordinances

REQUEST/DISCUSSION: Within the Downtown Centre zoning district there are businesses that are dependent upon automobile access for their customers. As such, these businesses are required to provide parking spaces, as specified by the City Code of Ordinances. The parking spaces for an individual business may be located on-site (in traditional parking lots), on-street (within the right-of-way) and/or off-site-off-street (in public parking lots). Off-site-off-street parking spaces are applicable only if the parking lot is located within 300' of the subject property. The properties along Lakeview Avenue and 4th Street are examples of this type of land uses.

There are, however, other land uses that are not as dependent upon automobile access. The City has identified these land uses as Transit Oriented Development (TOD). In the case of Lake Mary's Downtown, the TOD area is in conjunction with the SunRail station. The SunRail Station will provide over 300 parking spaces. Additionally, the City plans to construct on-street parking spaces on both sides of East Crystal Lake Avenue and along one side of Old Lake Mary Road. As proposed, the TOD area shall have a significant number of parking spaces available both on-street and within the SunRail parking lot; therefore, requiring all land uses within the TOD to provide on-site parking may be redundant.

It is anticipated that a number of the people who would be using the mass transit station would also be SunRail users; therefore, it is likely that they would either park in the SunRail parking lot or utilize one of the on-street parking spaces in the vicinity of the mass transit station. In light of the supply of parking spaces available in the vicinity of the SunRail Station, it would be redundant to require the mass transit station to provide on-site parking. In light of this, staff proposes to revise the existing parking regulations for the West Village area of Downtown to exempt the proposed mass transit station from having on-site parking. This approach has been used by the City of Charlotte, NC in their TOD areas around their transit stations.

CODE REVISIONS:

Currently, Section 154.67 (G) (2) reads as follows:

(2) Required parking spaces may be located on-site, off-site-off-street (in dedicated parking lots) and/or on-street.

The proposed revisions are as follows:

(G) West Village Development Standards

~~(2) Parking. Required parking spaces may be located on-site, off-site-off-street (in dedicated parking lots and/or on-street.~~

(a) Properties directly abutting the commuter rail platform are exempt from the requirements of Section 154.67 (F)(5)(c)2.

(b) With the exception of properties that comply with (a) above, all other properties must comply with the requirements of Section 154.67 (F)(5)(c)2.

(c) Required parking spaces may be located on-site, off-site-off-street (in dedicated parking lots) or on-street.

Deleted text is shown in ~~strike through~~, proposed additions are shown in underline, and asterisks (***) indicate text to remain unchanged.

FINDINGS OF FACT: Staff finds the proposed revisions to Section 154.67 (G)(2), Downtown Centre zoning district to be consistent with the Comprehensive Plan and the City Code of Ordinances.

PLANNING AND ZONING BOARD: At their regular March 12, 2013 meeting, the P&Z voted unanimously to recommend the proposed revision to Section 154.67 (G)(2).

ATTACHMENT:

- Ordinance No. 1486
- March 12, 2013 Planning & Zoning Board Minutes

Z: Staff Reports/Rezoning/2013ZTA01 SunRail Parking CC

ORDINANCE NO. 1486

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING SECTION 154.67(G)(2), EXEMPTING PROPERTIES IN THE DOWNTOWN WEST VAILLAGE THAT ABOUT THE COMMUTER RAIL PLATFORM FROM HAVING TO PROVIDE ON-SITE PARKING SPACES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission directed staff to amend the Code of Ordinances by revising Section 154.67(G)(2) of the City's Code of Ordinances to exempt those properties located within the West Village of the Downtown Centre zoning district from having to comply with off-street requirements; and

WHEREAS, the proposed revisions to the above referenced Section has been reviewed by the Planning and Zoning Board, who recommended approval; and

WHEREAS, the proposed revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, words with underlined type shall constitute additions to the original text, ~~strikethrough~~ shall constitute deletions to the original text, and asterisks (***) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

Section 1. Section 154.67(G)(2) is revised as shown in Exhibit "A".

Section 2. Codification. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake Mary, Florida and the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of the Ordinance may be renumbered or re-lettered to accomplish such intention.

Section 3. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of any conflict.

Section 4. Severability: If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 5. Effective date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 2nd day of May, 2013.

FIRST READING: April 18, 2013

SECOND READING: May 2, 2013

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

For the use and reliance of the City of Lake Mary only. Approved as to form and legal sufficiency.

CATHERINE REISCHMANN, CITY ATTORNEY

EXHIBIT "A"
SECTION 154.67, DC, DOWNTOWN CENTRE, ZONING DISTRICT

(G) West Village Development Standards

~~(2) Parking. Required parking spaces may be located on-site, off-site-off-street (in dedicated parking lots and/or on-street.~~

~~_____ (a) Properties directly abutting the commuter rail platform are exempt from the requirements of Section 154.67 (F)(5)(c)2.~~

~~_____ (b) With the exception of properties that comply with (a) above, all other properties must comply with the requirements of Section 154.67 (F)(5)(c)2.~~

~~_____ (c) Required parking spaces may be located on-site, off-site-off-street (in dedicated parking lots) or on-street.~~

...

DRAFT

1 B. 2013-ZTA-01: Recommendation to the City Commission regarding a proposed
2 revision to Section 154.67 (G)(2), parking standards for the West Village of the
3 DC (Downtown Centre) Zoning District; Applicant: City of Lake
4 Mary/Community Development Department
5

6 Gary Schindler, City Planner, presented Item B. and the related Staff Report. He
7 said, this is a proposed revision to Chapter 154.67 (G) (2) and has to do with the
8 parking standards in the West Village of the DC Zoning District. And what we
9 have found is that where there is Transit Oriented Development (TOD), we are
10 wanting to encourage intense development. These are in areas in the vicinity of
11 light rail or commuter rail. Well, if you stop and look at our rail station, we have
12 300 plus parking spaces. Now, that is not all going to be utilized quickly. We
13 don't know when or if we are ever going to fill that parking lot. What will help is to
14 have development around it. The more development we have around it, whether
15 it be residential or nonresidential, the greater the use of SunRail.
16

17 Mr. Schindler stated, what is being proposed at this point is that any business
18 that is adjacent to the platform would not have a requirement for onsite parking
19 spaces. Now, that doesn't mean that there won't be parking for the business.
20 One, you have the SunRail lot. There are going to be people who will park at
21 SunRail and utilize the services there, as well as utilize SunRail. We have 67
22 public parking spaces in the garage for The Station House. These parking
23 spaces can be utilized by anyone, plus there will be on-street parking both on the
24 north and south side of Crystal Lake Avenue and one side of Old Lake Mary
25 Road. So, there is going to be a lot of parking in the vicinity. It's just that we
26 don't see the need for it being onsite.
27

28 Mr. Schindler concluded his presentation by saying, that is the intent of the
29 proposed code revision. I'll be happy to address any questions.
30

31 Member Miller questioned, what drove the 300 spaces for the SunRail Station?
32 How did they come up with that number?
33

34 Mr. Schindler responded, that was their decision.
35

36 Juan (John) A. Omana, Jr., Community Development Director, added, that was a
37 federal decision.
38

39 Mr. Schindler added, in fact, it started off as many more spaces and they revised
40 it down.
41

42 Member Schofield asked, is that based on the ridership that they expect?
43

1 Mr. Schindler replied, we have no idea what it is based on. Some planner
2 somewhere said, hum, let's put 300 spaces over there.

3
4 Member Miller said, I think we're premature in saying that those spaces aren't
5 going to be used. I would wait and do this in September of 2014 when you see
6 what is happening to the parking lot.

7
8 Mr. Schindler stated, but that's not the only spaces available. We have 67 public
9 spaces in The Station House parking lot. We have numerous spaces...

10
11 Member Miler interposed saying, I was here when EPOCH Properties was
12 approved. I am fully aware of where those 67 spaces are.

13
14 Mr. Schindler stated, and we have on-street spaces both the north and south
15 side of Crystal Lake Avenue and spaces along Old Lake Mary Road. So, we just
16 do not see the need for onsite spaces for the property adjacent to the platform.

17
18 Member Miller said, I would postpone any decision on this until something
19 happened in that parking lot. You are saying you want to promote businesses
20 around the train station. I think that people – you don't know what's going to
21 happen until May of 2014. With I-4 being ripped up at the same time they do
22 that, you may fill up that parking lot in May.

23
24 Mr. Schindler stated, it is possible, but.....

25
26 Mr. Omana added, as Mr. Schindler pointed out in the Staff Report, Charlotte,
27 North Carolina, has already adopted criteria such as what we are proposing
28 around their stations, and they are much larger than we are obviously. We also
29 believe that -- in pursuing this angle, we believe that it will help act as a catalyst
30 for the potential development of that site that happens to abut the transit station.
31 Also, we are partnering with FDOT to utilize enhancement funds to install that
32 parking and the associated infrastructure. So, there are a number of elements
33 that we believe will equal success in terms of that particular parcel's
34 development, and this is just part of that equation for success we believe.

35
36 Mr. Noto added, the hypothetical development scenario...

37
38 **TAPE 1, SIDE B**

39
40 ...because of what Mr. Omana outlined, being able to use funding to develop
41 spaces that aren't tied to The Station House, they are just there, those will suffice
42 for the development adjacent to the station. So, we are not completely waiving

1 parking requirements. We are getting creative with the Code through Mr.
2 Schindler's revision to have him find his parking needs somewhere else.

3
4 Mr. Omana further added, also, in our discussions with FDOT – I mean, they are
5 not going to have an FDOT police out there. Yes, there are going to be 300
6 parking spaces out there. There will be nothing there prohibiting me from parking
7 my car there and walking across the street to visit a friend at the apartments, or
8 parking my car there and walking across and doing my business at the police
9 station, or parking my car there and just hanging out at the cemetery should I
10 wish. The bottom line is that the parking lot is not going to be policed, so that will
11 be open parking.

12
13 Acting Chairman Taylor questioned, doesn't Lake Mary have concurrent
14 jurisdiction over the parking lot?

15
16 Mr. Omana answered, we do not. That is FDOT.

17
18 Acting Chairman Taylor asked, so, what about crime in the parking lot? A purse
19 snatching in the parking lot?

20
21 Mr. Schindler responded, crime is a different issue, but we are not going to police
22 who uses the parking lot.

23
24 Acting Chairman Taylor questioned, but you are saying Lake Mary will have no
25 jurisdiction to regulate parking infractions?

26
27 Mr. Schindler answered negatively.

28
29 Member Miller asked, so, if an 18-wheeler pulls in there and parks overnight, who
30 polices that?

31
32 Mr. Omana replied, FDOT/County matter. The County will get the property after
33 seven years. So, for the first seven years it is basically an FDOT matter.

34
35 Acting Chairman Taylor questioned, based on the potential area for development
36 abutting the property, the potential square footage and all that, how many parking
37 spaces do you think they would be required to have that you would be allowing
38 them to use?

39
40 Mr. Omana answered, just generally looking at some of the plans and information
41 that they have relayed to us, we are looking anywhere from maybe 50 to 60
42 spaces. And, obviously, that will be a function of the final square footage figure.
43 But, again, we're looking at maybe somewhere from 50 to 60 spaces.

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Acting Chairman Taylor asked, in this other development that you are talking about with grants, how many spaces would be available for the City to develop in a secondary – if I understood, you were saying you might use some grant money...

Mr. Schindler interposed responding, well, there are 67 public spaces in the garage.

Mr. Noto added, I think she is referencing the spaces on the south side of Crystal Lake Avenue.

Mr. Omana replied, on the south side of Crystal Lake I recall counting – maybe there were about 24, 25.

Acting Chairman Taylor questioned, and those are spaces you are looking to develop as part of.....

Mr. Omana answered, yes, as part of the enhancement fund monies from the Feds. And that would be open parking.

Acting Chairman Taylor said, I think I would be more comfortable once we knew if that was coming. I agree with Sid. I'm just not sure why we're doing this – the urgency of doing it now.

Member Miller stated, to encourage development is not urgent.

Mr. Omana said, I can tell you now is not the time to wait because we have an opportunity to set that regulatory table, as you have heard me say before. Knowing what we know, knowing the potential of this particular development piece – although this is not specifically site related, now is the time to act.

Acting Chairman Taylor questioned, but what if, say, in five years gas prices climb to \$5 to \$6 a gallon, I-4 is all tore up, and then they're looking at toll lanes, the economy is bad, and you have 350 cars who want to come in and park? We just don't know what could happen in five years just for use of SunRail. I know that's nobody's projection. I know absolutely no basis for that, but also nobody knows that there couldn't be another war, a severe crisis, oil prices -- we do know that I-4 is going to get torn up and that is going to be a problem.

Member Miller said that 73 bridges will be replaced.

Acting Chairman Taylor stated, every bridge, every off ramp. I just don't know.

1 Mr. Omana said, all I can offer now is that based on what we know now, this is
2 what we believe needs to be done.

3
4 Member Miller stated, the 67 spaces you are talking about, that is only based on
5 the behavior of the people who live at the apartments. If I live in those
6 apartments and I decide to park in one of those 67 spaces, instead of driving
7 through the turnstile and going up to park where my private parking is, then I'll
8 eat up those 67 spaces because I'm going to park there and walk down to the
9 bar instead of going up and parking there. So, those 67 spaces are at risk all the
10 time by apartment dwellers.

11
12 Mr. Noto said, The Station House project, aside from the two and-a-half levels in
13 the garage that are for residents only, will have 157 spaces – no, I'm sorry. The
14 Station House project and the projected spaces on the south side of Crystal Lake
15 Avenue will have 162 parking spaces available for the public.

16
17 Member Miller asked, City public spaces?

18
19 Mr. Noto responded, yes, sir. Correct.

20
21 Member Miller questioned, so, we own that land already and we have plans to
22 develop it for parking places?

23
24 Mr. Noto replied, it includes the 67 in the first floor of the garage, and then there's
25 the 70 on-street parallel to The Station House project. So, that is the north side
26 of Crystal Lake Avenue parallel on Old Lake Mary Road, and then angled on
27 Wilbur. And then the 25 that would go in the City right of way in front of the
28 police department that are a part of the grant program Mr. Omana mentioned.
29 So, we have 162 spaces that could be used in different areas.

30
31 Member Miller stated, I don't think you can count the 67. That is just too
32 vulnerable. If the apartments – there are a whole lot of ifs in what we are talking
33 about. They have to fill those apartments up and then it depends on what the
34 distribution is; is it singles all in there or is it couples? Are there two cars for
35 every apartment? Lots of strange things could happen with those apartments.

36
37 Mr. Noto said, sure. And if all 67 are used by the residents, we would have 95
38 left, for whatever it's worth.

39
40 Acting Chairman Taylor asked, with all those spaces, why do you need to
41 encroach on those knowing that you can't technically enforce it? She said that
42 people get nervous if there is parking for SunRail only.

1 Acting Chairman Taylor opened the hearing to public comment. Hearing none,
2 she closed that portion and entertained board discussion and/or a motion.

3
4 **MOTION:**

5
6 **Member Miller moved to postpone this item until after May of 2014.**

7
8 Mr. Omana respectfully requested this item be decided upon this evening as far
9 as a recommendation, either approval or denial, in light of the fact that this matter
10 was discussed at the City Commission's Strategic Planning Session recently;
11 that staff was directed to move forward and act on this matter.

12
13 Acting Chairman Taylor concurred with Mr. Omana. She said that she thought
14 the City Commission wants to hear what the Board has to say and I think they
15 are entitled to our full and honest opinion, whether we agree or disagree.

16
17 Member Miller stated, well, my point is four or five years from now, when we all
18 realize we made a terrible mistake right now, we could have avoided it by waiting
19 12 months to decide, and I see no eminent reason to do it.

20
21 Acting Chairman Taylor concurred with Member Miller.

22
23 Mr. Omana said, Madam Chair, again, not to sound like a scratched record, but,
24 again, we see the potential for a catalyst situation here, in light of the challenges
25 that parcel adjacent to the platform has encountered. So, we are being
26 proactive. We are not sitting back as Government and being reactive. If we
27 were to sit here and act reactive, then we would be in a losing position. By being
28 proactive, it presents possibilities for both sides of the development equation and
29 we believe that this would be the best route to go.

30
31 Member Miller stated, I understand what you are saying, but I disagree. That
32 when you are proactive before you have enough data, you are subject to making
33 mistakes that you pay for downstream. I understand what you are saying, but I
34 think you are premature in this, is all I am trying to say.

35
36 Mr. Omana said, I respect your opinion, but I disagree.

37
38 Acting Chairman Taylor, said, if I knew what kind of business – like, if you are
39 saying that you think this would be an enticement for businesses to come and
40 develop, I think that is something that could be brought to the table, even in a
41 preliminary sense. If we had an idea for what type of business, the travel
42 intensity of the business, I would be more comfortable.

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Mr. Omana stated, again, I think you would need to look at this as you are setting that regulatory table. If this doesn't happen, I can tell you the developer will walk away.

Mr. Noto said, in a way, this item came in front of you in the past in the form of the conditional use for the development of a mass transit station on the parcel adjacent to the SunRail stop. So, this is the parcel right next to the police department just to the east. So, we have already looked at the development potential for that piece of property. It is a very teeny-tiny piece of land that has a lot of challenges. So, I think that while this code amendment is not site specific, it certainly would make it much more developable than it is today in the form of the City getting a very unique mass transit station that will likely not exist anywhere else along the SunRail line because of its adjacency to the SunRail stop.

Acting Chairman Taylor stated, I feel like there is something you-all know that we don't and it is making you more confident in this decision than I feel.

Member Miller said, I think if there were a developer sitting in front of us saying what he wanted to do and we can take care of the parking requirement a different way...

Mr. Omana interjected stating, I will be very honest with you, this will help the Mahnken property. If this doesn't go through, Mahnken will not happen. Plain and simple. They have a parking problem. They have not been able to address the issue. We, as a team, have had to sit down and think outside the box; how do we address this issue. Mr. Schindler did considerable research with the folks in North Carolina, the Charlotte folks, on their TOD and in other cities. Locally, in the Central Florida area, more near the coast, I believe it's Cocoa Beach, they wiped out their complete parking code in their downtown area to address a parking issue. So, it has happened.

Member Miller said, lots of places have done that and I don't like going there.

Mr. Omana stated, so, really, what I am telling you here is this – we are being proactive here to try to make something happen on that particular property.

Member Miller said, if this was part of a Mahnken proposal, we would be behaving differently I think. But, you are sitting here saying, generically, we want to give up on requiring developers to put

Mr. Noto said that it's just one parcel.

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Mr. Omana stated, this isn't for everybody's parcels downtown.

Mr. Schindler said, it says, adjacent to the platform.

Mr. Omana asked, how many properties are adjacent to the platform? One.

Mr. Schindler answered, one and only one.

Mr. Omana questioned, and whose property is that? The Mahnken property.

Member Schofield asked, does the City have any contingency plans should this become an issue later on?

Mr. Omana questioned, specifically what?

Member Miller replied, well, it is only him.

Mr. Noto added, the County will have ownership of the SunRail lot in seven years. We can definitely not speak for the County, but there is enough land there that if a parking garage is needed, there is space. The County is already looking at many, many different scenarios for all – because they are going to own all of the different parking lots along the line inside Seminole County. So, they have to look at each and every one depending upon the impacts and traffic and how well – you know, they may have to build a parking garage in the future. We don't know, but that would be their call, not the City's call.

Member Schofield questioned, so, this revision is going to wipe out 67 spaces; is that my understanding? I guess I am getting my numbers confused here.

Mr. Noto answered, no. That was just a reference to let you know...

Mr. Schindler responded, not at all.

Member Miller asked, he is going to build a 30,000 square-foot building; right?

Mr. Schindler replied, roughly 24,000 square feet.

Member Miller questioned, and he's got a parking requirement for that 24,000 square-foot building?

Mr. Noto answered, that's correct.

Member Miller asked, so he has to have 96 parking spaces?

DRAFT

1 Mr. Schindler responded, no. It's three per thousand, which would be less than
2 75, and then you take 75 percent of that. That is where we get between 50 and
3 60 spaces.

4
5 Member Miller questioned, so, what we are doing is waiving that as part of a
6 development. Now, it makes a little bit of sense.

7
8 Member Schofield asked, so, there are 50 to 60 parking spaces in play here?
9

10 Mr. Noto replied, the 162 spaces I referenced earlier, he could hypothetically use
11 those to – while we can't sign them "Mahnken Only", he would be able to use
12 those for his development. So, it is not like we are saying you don't need
13 parking. We are saying there are 162 spaces right around your – not including
14 SunRail -- there are public spaces available for you to use.

15
16 Member Schofield questioned, there are public spaces, but not a specific parking
17 lot for him?

18
19 Mr. Noto answered, yes.

20
21 Member Schofield asked, so, what the City is saying is, hey, this one property
22 adjacent to – we would normally require 50-60 spots, but given the size of it and
23 everything and the parking that is available around it including the SunRail
24 Station parking lot, we revamped this to where we wouldn't require them the 50
25 or 60 spots that we would require any other business?

26
27 Mr. Noto responded, and not all of those 50 to 60 would even be onsite either.
28 Since he is in the Downtown, he would have to put some in the front of his
29 property, and part of that is being handled by the grant with FDOT.

30
31 Member Schofield questioned, so, it goes back to my original question then.
32 Does the City have a contingency plan if all of the sudden parking becomes an
33 issue because of this?
34

35 Mr. Noto replied, I think we are pretty confident in saying that this will not cause a
36 parking issue because spaces are still going to be in the area, not even counting
37 the SunRail lot. We have 162 other public parking spaces that are available for
38 use.
39

40 Member Schofield stated, okay. This is where Sid's question ties in. We don't
41 know what SunRail demand is going to be, and all of the sudden, they could be
42 filling in that lot two, three times over a day if SunRail all of the sudden becomes
43 wildly popular beyond anybody's belief.

1 Member Miller said, they satisfied my -- that still may happen, but I think Stephen
2 and John have satisfied what I was worried about. I'm now more relaxed about
3 all this.

4
5 Member Schofield stated, I'm just trying to put it all together so I can understand
6 it here.

7
8 Mr. Noto said, I think the scenario you are outlining, if we go that direction, is The
9 Station House is the catalyst setter for that area of downtown. When that is built
10 and if SunRail is going crazy like that, we will see further development down
11 Crystal Lake Avenue and Wilbur, which would mean more parking spaces in the
12 public right of way. So, the market will then take care of that for us.

13
14 Acting Chairman Taylor asked, is there any other property that abuts the
15 commuter rail platform?

16
17 Mr. Schindler answered, no. There is not.

18
19 Acting Chairman Taylor questioned, not legally? Not in any way, shape, or form?
20 There is only one property?

21
22 Mr. Schindler responded, no. The City owns the property to the east with the
23 cemetery and the proposed park. To the west is the police station. To the south
24 is the parking for the station.

25
26 Acting Chairman Taylor stated, I don't have a problem with it now. It is a lot more
27 clear.

28
29 Alternate Fitzgerald asked Mr. Omana if there was something more specific he
30 could let the Board know that if SunRail is wildly popular and all these things fall
31 into line and we are using two and three times the amount of cars that the space
32 can hold, what are we doing?

33
34 Mr. Omana replied, we are continuously looking for additional areas to find
35 parking. I mean, we hear it from the City Commission at these Wednesday art
36 events that the place is filling up and we get comments from not only the
37 Commission but from other people, where are you going to put all these other
38 cars when people develop? So, the City Manager and staff are tasked with
39 finding additional properties/more opportunities to park. So, to answer your
40 question, it is going to be an ongoing thing.

41
42 Acting Chairman Taylor questioned, is there a reason this is being done through
43 ordinance change and not a variance to a specific property?

1 Mr. Omana answered, because, technically right now, there is no site specific
2 hardship. Actually, there is no plan on file. This is based on discussions that we
3 have had.

4
5 Mr. Schindler added, and it does not qualify for a PUD.

6
7 Mr. Omana added, because it's too small.

8
9 Member Schofield asked, would there be any other backlash from other property
10 owners in the sense of, hey, why are you guys giving them this special
11 consideration and why can't I get some sort of special consideration as well?

12
13 Mr. Schindler responded, there could be, but that is why we have the City
14 Commission.

15
16 Mr. Noto added, this is unique because it is Transit Oriented Development.

17
18 Mr. Schindler concurred.

19
20 Acting Chairman Taylor added, basically, we get one shot to develop what is
21 right next to the rail station (platform).

22
23 **Member Miller withdrew his motion to postpone.**

24
25 **MOTION:**

26
27 **Member Cartmill moved to recommend approval to the City Commission**
28 **the request by City of Lake Mary/Community Development Department**
29 **regarding a proposed revision to Section 154.67 (G)(2), parking standards for**
30 **the West Village of the DC (Downtown Centre) Zoning District, consistent**
31 **with staff's Findings of Fact listed in the Staff Report. Member Miller**
32 **seconded the motion, which carried unanimously 5-0.**

33
34 It is noted that this item will move forward to the City Commission meeting of April
35 18, 2013.

LEGISLATIVE SIGN-IN SHEET
3/12, 2013
LOCAL PLANNING AGENCY MEETING
(please print)

THOSE SIGNING WILL RECEIVE A COURTESY COPY INFORMATION STATEMENT CONCERNING PUBLICATIONS OF DCA'S NOTICE OF INTENT.

Name _____ **Phone No.** _____

Address _____

Item of Interest _____

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MEMORANDUM

DATE: May 16, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Gary Schindler, City Planner

SUBJECT: Ordinance No. 1487 - Revision to Section 154.67 (F) (5) of the Code of Ordinances, City constructed parking spaces in the DC (Downtown Centre) Zoning District - First Reading (Public Hearing)

REFERENCE: City Comprehensive Plan and Code of Ordinances

REQUEST/DISCUSSION: Section 154.67 (F) (5) addresses parking within the Downtown Centre zoning district. The section requires that development construct a minimum number of parking spaces as part of the site development. These parking spaces may be located either on-site, on-street and/or off-street-off-site. Off-street-off-site parking spaces shall be located within 300' of the subject property.

At the February 7, 2013 City Commission workshop, staff presented several proposed revisions to the parking standards within the DC zoning district. Based upon the City Commission's direction, staff has prepared the following proposed revisions to Section 154.67 (F)(5), Parking Design Standards. The proposed revisions are as follows:

- (i) On-street parking ~~along the corresponding frontage, which can~~ may be counted towards the minimum number of required parking spaces requirement; however, such parking spaces shall not extend beyond the frontage(s) of the subject property, unless a waiver is granted by the City Commission, due to special circumstances peculiar to the property in question. On-street parking spaces shall be constructed by the developer and, if applicable, will require stormwater retention and treatment.

(n) Parking spaces constructed by the City in the Downtown. Parking spaces constructed by the City, either within the right-of-way (on-street) or within public parking lots (off-street-off-site), may be utilized to support development within the Downtown with the written approval of the City Commission in a Right-of-Way Use Agreement acceptable to the City Commission, and subject to the following conditions:

1. An owner must pay the City for the use of the on-street or public off-street-off-site parking spaces at a cost of \$5,000 per space, or an alternate price deemed appropriate by the City Commission based on a consideration of the value of the parking spaces. The City will use the monies collected to provide parking for the Downtown.

2. The same parking space may not be utilized for development of more than one business/use.

(o) Except as specifically authorized by the City Commission, public parking spaces are for the use of the public, and cannot be considered reserved by any specific business/use.

Deleted text is shown in ~~strike through~~, proposed additions are shown in underline, and asterisks (***) indicate text to remain unchanged.

FINDINGS OF FACT: Staff finds the proposed revisions to Section 154.67 (F)(5) of the Downtown Centre zoning district to be consistent with the Comprehensive Plan and the City Code of Ordinances.

PLANNING AND ZONING BOARD: At their regular March 12, 2013 meeting, the P&Z voted unanimously to recommend the proposed revisions to Section 154.67 (F)(5) of the City's Code of Ordinances.

ATTACHMENT:

- Ordinance No. 1487
- March 12, 2013 Planning & Zoning Board Minutes

ORDINANCE NO. 1487

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA AMENDING SECTION 154.67(F)(5)(i), CONSTRUCTION OF ON-STREET PARKING SPACES, AND ADDING SECTION 154.67(F)(5)(n) and (o), CITY CONSTRUCTED PARKING SPACES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission directed staff to revise Section 154.67(F)(5)(i) of the City's Code of Ordinances to establish regulations related the construction of on-street parking spaces along the frontage(s) of properties in the Downtown proposed for development and/or redevelopment; and

WHEREAS, the City Commission directed staff to add Section 154.67(F)(5)(n), establishing regulations related to use of City constructed parking spaces within the Downtown to support development and/or redevelopment; and

WHEREAS, the proposed revisions to the above referenced Sections have been reviewed by the Planning and Zoning Board, which recommended approval; and

WHEREAS, the proposed revisions are consistent with the City's Comprehensive Plan; and

WHEREAS, words with underlined type shall constitute additions to the original text, ~~strikethrough~~ shall constitute deletions to the original text, and asterisks (***) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

Section 1. Section 154.67(F)(5)(i) is revised as shown in Exhibit "A" and Sections 154.67(F)(5)(n) & (o) are added as shown in Exhibit "A".

Section 2. Codification. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the Code of Ordinances

of the City of Lake Mary, Florida and the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of the Ordinance may be renumbered or re-lettered to accomplish such intention.

Section 3. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of any conflict.

Section 4. Severability: If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 5. Effective date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 2nd day of May, 2013.

FIRST READING: April 18, 2013

SECOND READING: May 2, 2013

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

For the use and reliance of the City of Lake Mary only. Approved as to form and legal sufficiency.

CATHERINE REISCHMANN, CITY ATTORNEY

EXHIBIT "A"
SECTION 154.67, DC, DOWNTOWN CENTRE, ZONING DISTRICT

Section 154.67 (F)(5)

- (i) ~~On-street parking along the corresponding frontage, which can~~ may be counted towards the minimum number of required parking spaces requirement; however, such parking spaces shall not extend beyond the frontage(s) of the subject property, unless a waiver is granted by the City Commission, due to special circumstances peculiar to the property in question. On-street parking spaces shall be constructed by the developer and, if applicable, will require stormwater retention and treatment.

- (n) Parking spaces constructed by the City in the Downtown. Parking spaces constructed by the City, either within the ROW (on-street) or within public parking lots (off-street-off-site), may be utilized to support development within the Downtown with the written approval of the City Commission in a Right-of-Way Use Agreement acceptable to the City Commission, and subject to the following conditions:

1. An owner must pay the City for the use of the on-street or public off-street-off-site parking spaces at a cost of \$5,000 per space, or an alternate price deemed appropriate by the City Commission based on a consideration of the value of the parking spaces. The City will use the monies collected to provide parking for the Downtown.

2. The same parking space may not be utilized for development of more than one business/use.

- (o) Except as specifically authorized by the City Commission, public parking spaces are for the use of the public, and cannot be considered reserved by any specific business/use.

1 C. 2013-ZTA-02: Recommendation to the City Commission regarding a proposed
2 revision to Section 154.67 (F) (5), City constructed parking spaces in the DC
3 (Downtown Centre) Zoning District; Applicant: City of Lake Mary/Community
4 Development Department
5

6 Gary Schindler, City Planner, presented Item C. and the related Staff Report. He
7 said, there are two main issues to these proposed revisions. When a person
8 develops, they are required to develop parking in the right of way in front of their
9 property. Pure and simple. Right now you have to do it. We have had some
10 instances in the past where parking – they have chosen to develop parking that
11 extended beyond their property. Now, fortunately, it hasn't been a problem in the
12 past, but we could see that it could be in that when those properties develop or
13 redevelop, then those parking spaces are already being utilized to support
14 another development. And we are saying no more, no more. You can't develop
15 parking spaces in the right of way that extend beyond your property. That's an
16 issue of fairness. Secondly, if the City develops parking spaces either in the right
17 of way or in parking lots and somebody wishes to develop or redevelop, they
18 may enter into an agreement with the City to utilize those parking spaces to
19 support their property or their proposed development, but it is going to cost them.
20 It is going to cost them either \$5,000 or as determined by the City Commission.
21 Now, just because you enter into an agreement with the City to utilize these
22 parking spaces doesn't mean that you get exclusive use of them. You can't go
23 out and put a sign in front of a parking space that says "Sids Hot Dog Stand
24 Only, All others will be towed". You do not have exclusive use of them.
25

26 Mr. Schindler stated, that's it in a nutshell; those two things. One, you can't
27 develop parking spaces within the right of way that extend beyond your frontage
28 or frontages; and two, if the City develops parking spaces and you want to use
29 those parking spaces to support your development, you can, but the City is going
30 to charge you and those monies are going to be put into an enterprise account
31 for the expressed purpose of creating more parking in the Downtown.
32

33 Mr. Schindler concluded his presentation by saying, I will answer any questions
34 you may have.
35

36 Juan (John) A. Omana, Jr., Community Development Director, requested Mr.
37 Schindler to elaborate to the Board what cities he talked to, what examples were
38 utilized, and who does this type of thing.
39

40 Mr. Schindler said, the City of Winter Garden has been doing this for years, and
41 when I spoke with their planning director there, they had nothing but good to say
42 about their process.

DRAFT

1 Acting Chairman Taylor asked, so, the City can only sell each parking space
2 once?

3
4 Mr. Schindler answered, once. It can only be utilized to support one business. It
5 can't be resold. It is not like Florida swampland.

6
7 Member Schofield stated, and it sets a preliminary cost of \$5,000 per space or a
8 price deemed appropriate by the City Commission. He questioned, so, it could
9 fluctuate from 0 to \$5,000?

10
11 Mr. Schindler responded, that's right. This is basically a third of the cost of – we
12 figured based on right-of-way cost and the cost of developing a parking space.
13 And this is a comparable figure used by Winter Garden.

14
15 Member Cartmill questioned, is this just basically codifying what we did on the
16 one property back here that was taken from residential and turned into...

17
18 Mr. Schindler interjected replying, no, that was the Minter property. No, this is
19 different. The Minter property only proposed to develop – well, they got basically
20 a buy on developing the parking spaces on Fourth Street because, in time, we
21 are going to pave Fourth Street farther north and we didn't want to tear up the
22 work that they had done. They got a first-round-buy in the tournament.

23
24 Mr. Omana added, but, there was a contribution made towards the parking
25 program.

26
27 Acting Chairman Taylor opened the hearing to public comment. Hearing none,
28 he closed that portion and entertained board discussion and/or a motion.

29
30 **MOTION:**

31
32 **Member Cartmill moved to recommend approval to the City Commission**
33 **the request by City of Lake Mary/Community Development Department**
34 **regarding a proposed revision to Section 154.67 (F) (5), City constructed**
35 **parking spaces in the DC (Downtown Centre) Zoning District, consistent with**
36 **staff's Findings of Fact listed in the Staff Report. Member Schofield**
37 **seconded the motion, which carried unanimously 5-0.**

38
39 It is noted that this item will move forward to the City Commission meeting of April
40 18, 2013.

LEGISLATIVE SIGN-IN SHEET
3/12, 2013
LOCAL PLANNING AGENCY MEETING
(please print)

THOSE SIGNING WILL RECEIVE A COURTESY COPY INFORMATION STATEMENT CONCERNING PUBLICATIONS OF DCA'S NOTICE OF INTENT.

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CITY MANAGER'S REPORT

DATE: May 16, 2013
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Promotional Agreement with CBS Radio for WineART Wednesdays. **(ATTACHMENT #1)**
2. Request for Proposals #13-04 – Professional Debris Removal Services. **(ATTACHMENT #2)**
3. Landscape maintenance renewal with Valleycrest Landscaping. **(ATTACHMENT #3)**
4. Annual health insurance renewal contract. **(ATTACHMENT #4)**
5. Retirement and Purchase of K-9 Axle. **(ATTACHMENT #5)**
6. Expenditure from Law Enforcement Trust Fund for donation to Lake Mary High School. **(ATTACHMENT #6)**
7. Disposal of marked Ford Police Interceptor rear seats and rear door panels. **(ATTACHMENT #7)**

ITEMS FOR COMMISSION INFORMATION:

1. Monthly Department Reports. **(ATTACHMENT #8)**



CITY MANAGER'S REPORT

DATE: May 16, 2013
TO: City Commission
FROM: Melissa Palmer, Senior Programs/Special Events Coordinator
SUBJECT: Promotional Agreement with CBS Radio for WineART Wednesdays

WineART Wednesdays is a monthly community event held by the City and community partners. Through the first three events, beginning February 2013, the City has sought and secured sponsorship to underwrite various costs including marketing and entertainment. CBS Radio has expressed interest in providing promotional services and sponsor solicitation to support the event.

Per the attached agreement, CBS Radio will be responsible for soliciting City approved sponsors to include one major car dealership sponsor. CBS Radio will provide City approved live entertainment and marketing through a variety of avenues, including radio promos and social media. The City will in turn provide space at the event for sponsors and limited spaces for showcased vehicles. The City will also include information on the event with CBS Radio and Sponsor logos on any City marketing efforts for WineART including Utility Billing when available.

Recommendation:

Request Commission authorize City Manager to execute the attached agreement with CBS Radio for Promotional Services for WineART Wednesdays.

CITY OF LAKE MARY, FLORIDA
WINEART WEDNESDAY SPECIAL EVENT AGREEMENT

THIS WINEART WEDNESDAY SPECIAL EVENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2013, by and between the **CITY OF LAKE MARY**, a Florida Municipal Corporation (“City”), and **CBS RADIO STATIONS, INC.**, a foreign corporation authorized to conduct business in Florida, owner and operator of Radio Station WOCL (FM) 105.9 SUNNY FM, (“Contractor” or “Station”).

WITNESSETH:

WHEREAS, City of Lake Mary conducts a WineArt Wednesday special event the first Wednesday of each month for the benefit of the public in downtown Lake Mary; and

WHEREAS, Contractor desires to contract with City to promote and support the Special Event, as provided in this Agreement; and

WHEREAS, Contractor represents and warrants to City that it has the personnel, tools, materials, and experience to provide the services as provided herein.

NOW THEREFORE, in consideration of the provisions contained in this Agreement, and other good and valuable consideration to which the parties acknowledge has been received, the parties agree as follows:

1.0 Incorporation of Recitals: The foregoing recitals are true and correct and by this reference are fully incorporated into this Agreement.

2.0 General Provisions:

2.1 Definitions.

- a. “Agreement” or “Contract” shall mean this Agreement between City and Contractor, and the attached Standard Terms and Conditions, regarding the Special Event services stated herein.
- b. “Advertise” shall mean the act of publicly announcing or calling attention to the Special Events and shall include, but not be limited to, the distribution of handbills or mass mailings, the use of outdoor advertising and announcements by billboard, poster, radio, television, or newspapers.
- c. “City Manager” shall mean the City Manager of Lake Mary, Florida, or his designee.
- d. “Effective Date” shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.
- e. “Public Records” is as described in Chapter 119, Florida Statutes.

f. "City" shall mean the City of Lake Mary, a Florida municipal corporation and its employees, agents, and contractors.

g. "Contractor" shall mean CBS Radio, Inc., a foreign corporation authorized to conduct business in Florida, owner and operator of Radio Station WOCL (FM) 105.9 SUNNY FM and MIX105.1, and its employees, agents, and contractors.

h. "Special Events" shall mean the WineArt Wednesday special event approved by City and held in downtown Lake Mary.

2.2 Engagement. City hereby engages Contractor, and Contractor agrees to perform the services outlined in this Agreement, as provided herein. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

3.0 Duties and Obligations. City and Contractor agree to the following provision of services in connection with the Special Events:

3.1 Sponsorship. Contractor acknowledges and agrees that the City shall have the right, at its discretion, to obtain local non-profits and other local partners to participate in the Special Events. The City, at its option, may provide space for these non-profits and partners to erect their own tent, table(s) and chair(s). City shall cooperate with Contractor to accommodate and coordinate the Contractor's needs in conjunction with any local non-profits or other local partners secured by the City.

3.2 Professional Main Stage of Entertainment. Contractor shall provide live music during the Special Events.

3.4 Advertising/Promotion. Contractor shall provide the following advertising and promotional services to the City in support of the Special Events:

a. Minimum of (20) promos each month on MIX 105.1.

b. Minimum of (20) promos each month on 105.9 SUNNY FM.

c. Minimum of (20) promos to air on the on-line radio stream at www.mix1051.com per month.

d. Minimum of (20) promos to air on the on-line radio stream at www.1059SUNNYFM.com per month.

e. Include event in event listing on mix1051.com.

f. Include event in event listing on 1059SUNNYFM.com.

g. Inclusion in Station e-mailer sent to about 10,000 MIX Plus Members.

h. Inclusion in Station e-mailer sent to about 5000+ Sunny Members.

- i. MIX 105.1 or 105.9 SUNNY FM promo team on-site each Wednesday with prizes (some months may be able to have both).
- j. Social Media Coverage and Facebook.
- k. Meaningful tie-in with Station sponsors.

3.6 City to Provide. Subject to the Contractor's prior approval to use Contractor's logo (said approval shall not be unreasonably withheld or delayed), the City agrees to provide the following to Contractor:

- a. Radio promotional partnership exclusivity to 105.1 or 1059 SUNNY FM for the Special Events through September 30, 2013.
- b. Right-of-first refusal to 105.9 SUNNY FM to be the exclusive radio partner for the Special Events after September 30, 2013, subject to Section 27.0 of this Agreement.
- c. Prominent location for Station to have a presence at the event (i.e. station tent, vehicle, signage, etc.), in accordance with City Code.
- d. Opportunity for Station air talent to be on-stage for music and announcements.
- e. Station logo and four City approved sponsors inclusion on promotional materials for the event (when available).
 - Fliers, FB Posts, email blasts, utility bills, if approved by City.
- f. Opportunity for Station to tie-in non-competing Station sponsors on a case-by-case basis.
- g. Provide a complimentary booth space (space only) for the first four City approved Station sponsors. If City approves, sponsors may be able to sell, or offer samples, or coupons from the booths.
- h. Opportunity for Station to tie-in one City approved exclusive automotive Station sponsor with the event. Sponsor to receive space for up to (4) vehicles in a location designated by City in its sole discretion.

3.7 City Special Event Policy. Contractor agrees to comply with the City's Special Event Code.

3.8 Permits. City shall obtain all local, state, and federal permits necessary to hold the Special Events. In the event that Contractor is required to obtain any government permits to perform its obligations under this Agreement, Contractor will obtain such permits with the cooperation of the City.

4.0 Compensation to Contractor. There shall be no monetary compensation due to Contractor for the services rendered under this Agreement. Contractor shall receive the benefit of the publicity and marketing of 105.9 SUNNY FM derived from the City's use of Contractor's 105.9 SUNNY FM logo and its on-air talent during the Special Events.

5.0 Due Diligence. Contractor acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the services required hereunder, the availability of materials and labor, the cost thereof, as necessary to complete the services within the time set forth herein. The Contractor warrants to the City that it has the competence and abilities to carefully, professionally, and faithfully complete the services in the manner and within the time limits prescribed herein. The Contractor will perform the services with due and reasonable diligence consistent with sound professional and labor practices.

6.0 Time is of the Essence. Time is of the essence of this Agreement.

7.0 No Assignment. This Agreement shall not be assigned or transferred.

8.0 Third Party Rights. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any third parties.

9.0 Further Assurances. From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s) and execute and deliver any further documents which may be necessary or desirable in order to carry out the purposes and intentions of this Agreement.

10.0 Legal Representation. The parties acknowledge that Brown, Garganese, Weiss, and D'Agresta, P.A., have acted as counsel for City in connection with this Agreement, and have not given legal advice to any party other than City.

11.0 Severability. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void, or unenforceable provision or provisions causes this Agreement to fail in its essential purposes.

12.0 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the trial of courts located in Seminole County, Florida, and any objections as to jurisdiction or venue in such courts being expressly waived.

13.0 Attorney's Fees. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post judgment collection proceedings.

14.0 Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15.0 Notices. Any notice, request, instruction, or other document to be given a part of this Agreement shall be in writing and shall be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

To City of LAKE MARY:

Jacqueline B. Sova, City Manager
P.O. Box 958445
Lake Mary, Florida 32795-8445
PH: (407) 585-1419
FAX: (407) 585-1498

To Contractor:

CBS Radio Stations, Inc.
Attn: _____
40 West 57th Street
New York, New York 10019
PH: (212) 649-9696
FAX: (212) 792-5053

16.0 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

17.0 Public Record. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Contractor related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the City or the Contractor. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Contractor is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City. Upon request by the City, the Contractor shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal business hours of the Contractor be open and freely exhibited to the City for the purpose of examination and/or audit.

18.0 Independent Contractor. Contractor shall be considered an independent contractor under this Agreement.

19.0 Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

20.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

21.0 General Liability Insurance. Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$_____ Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming City as a named, additional insured, as well as furnishing City with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of insurance policies must accompany this signed Agreement. Said insurance coverages procured by Contractor as required herein shall be considered, and Contractor agrees that said insurance coverages it procures as required herein shall be considered as primary insurance over and above any other insurance, or self-insurance, available to City, and that any other insurance, or self-insurance available to City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor as required herein.

Nothing herein shall be construed to extend City's liability beyond that provided in Section 768.28, Florida Statutes.

22.0 Indemnification and Hold Harmless. For all services performed pursuant to this Agreement, each party agrees, to the fullest extent permitted by law and without waiving the City's right to sovereign immunity, to indemnify and hold harmless the other party, and its employees, officers, and attorneys, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the grossly negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from its own or its agents': (1) performance of services pursuant to this Agreement; (2) failure to properly train employees and agents under its control or direction; (3) failure to remit any local, state, and federal taxes due as a result of the Special Events; and (4) failure to properly plan, promote, manage, and operate the Special Events.

The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole option of the non-indemnifying party, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against non-indemnifying party or its employees, officers, and attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them. In all events the non-indemnifying party shall be permitted to choose legal counsel of its sole

choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable.

23.0 Standard of Care. In performing its services hereunder, the Contractor shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar locality.

24.0 Termination. This Agreement may be terminated by written Agreement of the parties. Notwithstanding, either party reserves the right to terminate this Agreement for the other party's substantial nonperformance of the terms and conditions of this Agreement; provided, however, the nonperforming party does not cure the nonperformance within thirty (30) calendar days after written notice from the other party specifying the nonperformance.

25.0 Term. The Term of this Agreement shall be from the effective date until September 30, 2013, except that the indemnification and hold harmless in Paragraph 22.0 shall remain in full force and effect for any claims, losses, damages, personal injuries, or liability which may occur under this Agreement.

26.0 Contractor's Signatory. The undersigned individuals executing this Agreement on behalf of the parties hereby represent and warrant that he/she has the full authority to sign said Agreement and fully bind the party he/she represents to the terms and conditions set forth in this Agreement.

27.0 Right of First Refusal. Provided Contractor has fully performed its responsibilities under this Agreement to the satisfaction of the City, the City agrees that Contractor shall have the right to be the first party to negotiate with the City for the City of Lake Mary contract to promote WineArt Wednesday after September 30, 2013 at downtown Lake Mary. Said right shall automatically expire on December 31, 2013. This paragraph shall not be construed in any way as prohibiting the City from contracting with any other party for the aforementioned contract if the City and Contractor are unable to negotiate a mutually satisfactory agreement within a reasonable period of time thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

[signatures to follow]

CITY:

CITY OF LAKE MARY,
a Florida municipal corporation.

CONTRACTOR:

CBS RADIO STATIONS, INC.,
a foreign corporation authorized to
conduct business in Florida,
owner and operator of Radio Station
WOCL (FM) 105.9 SUNNY FM.

By: _____
Jacqueline B. Sova, City Manager

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Carol A. Foster, City Clerk

Date: _____

Date: _____

Promotional Services Agreement
Standard Terms and Conditions

1. Representations and Warranties. Each party hereto represents, warrants and covenants to the others that: (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and (ii) the execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other agreements' obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith.

a. CBS Radio represents and warrants to Client that it will conduct this promotion in accordance with any and all applicable federal and state laws, rules and regulations, including without limitation, the rules and regulations of the Federal Trade Commission and the Federal Communications Commission.

b. Client represents and warrants to CBS Radio that it will not use CBS Radio's Personal Information for any purpose outside the provisions of services contemplated by this Agreement and that it will not disclose any Personal Information, Sensitive Personal Information, or any station database to anyone other than the Client's personnel or Client's authorized representatives without first obtaining the express consent of CBS Radio. Personal Information is defined, separately or in combination, as a person's name, email address, mailing address, telephone number, birth date or age, personal preferences, and non-personal information collected from a person, which shall include information collected from a person that cannot be used to identify or contact a person (collectively "Personal Information"). Personal Information that is sensitive or confidential in nature, shall include any one of the following identifiers: a person's social security number, credit card number, debit card number with or without password or pin, state identification card number, driver's license number or any financial/employment history that would be provided by an applicant for a credit application ("Sensitive Personal Information"). Client also warrants and represents that it will not use a website user's telephone number which may be provided in a station database or an individual entry for any interactive website activity or event (including, but not limited to a contest, sweepstakes, or marketing survey) for telemarketing purposes unless the website user has given his or her written affirmative consent to such use, identified the specific telephone number to use, and has signed the consent form. Such consent may be requested electronically with an opt-in click box and accompanying disclosure statement at the time of the user's registration or entry, or in subsequent correspondence. Performance of the warranties and representations set forth in this section are material terms of this Agreement.

2. Indemnity. Client shall indemnify, defend, and hold harmless CBS Radio, its parent company(s), affiliates and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses (collectively "Liabilities"), resulting from (a) any breach of any obligation contained in this Agreement; (b) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against CBS Radio as a result of or in connection

with products or services provided by the Client under this Agreement, which claim does not result from the intentional acts or the gross negligence of CBS Radio; (c) claims against CBS Radio resulting from any announcements, advertisements or other commercial copy produced, provided or approved by Client for broadcast on a station owned by CBS Radio or its affiliates, including proceedings or litigation alleging infringement, unlawful use or violations of copyright; (d) any defect, alleged or real, in any product of Client's sold or provided as samples to third parties by Client or by CBS Radio as part of such party's responsibilities under this Agreement; and/or (e) any and all claims in connection with the products or services provided by the Client under this agreement, including any inquiry, investigation or enforcement proceeding brought by or before any federal, state or local governmental agency, or any private cause of action brought by or on behalf of an individual because of Client's non-compliance with any local, state or federal law or regulation, including but not limited to, the CAN-SPAM Act of 2003 and the telemarketing "Do Not Call" registry. CBS Radio shall indemnify, defend, and hold harmless Client, its affiliates and their respective officers, directors, employees and representatives, and the successors and assigns of any of them, from and against, and reimburse them for, all Liabilities resulting from any breach of any obligation contained in this Agreement. All of the foregoing indemnities shall survive the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, CBS Radio shall not be responsible for, and shall not indemnify Client with respect to, compliance of the Promotion with law.

3. Trademarks. Client hereby grants to CBS Radio, and CBS Radio hereby accepts from Client for the Term of this Agreement the right to use the names, designs, illustrations, logos and trademarks of Client in connection with the Promotion; provided, however, that CBS Radio shall be bound by any restriction which Client informs CBS Radio of in advance and in writing.

4. Entire Agreement; Choice of Law; Severability. This Agreement constitutes the entire agreement between the parties and shall supersede any and all other agreements, whether oral or otherwise, between the parties. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of New York, excluding any conflict of laws rules that might otherwise be applicable. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

5. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed original, and all of which together will constitute one and the same instrument.



CITY MANAGER'S REPORT

DATE: May 16, 2013
TO: City Commission
FROM: Bruce Paster, P.E., Director of Public Works
SUBJECT: Request for Proposals (RFP) #13-04 - Professional Debris Removal Services

DISCUSSION:

The City of Lake Mary advertised for proposals for Professional Debris Removal Services - RFP #13-04, and on April 11, 2013, we received submittals from the following firms:

1. Arbor Tree & Land, Inc., Lake Worth, Florida
2. Ceres Environmental Services, Inc., Sarasota, Florida
3. CrowderGulf Disaster Recovery, Theodore, Alabama
4. DRC Emergency Services, Mobile Alabama
5. TAG Grinding Services, Inc., Dadeville, Alabama

The review team of Tom Connelly, Bruce Paster, and Nate Counsell, Vice President of Thompson Consulting Services, reviewed and analyzed the submittals and based on the attached evaluation criteria stated in the RFP choose the most responsive firm to have the opportunity to provide the City with debris removal services.

Though all the firms who submitted a proposal appeared extremely capable and responsive, the firm receiving the most points by each reviewer was **TAG Grinding Services, Inc.**

Coordination with Thompson to verify startup procedures and locations is done upon completion of the contract. TAG will also identify, contact, recruit and then train local crews upon contract execution. Prior to a storm event (landfall) crews would be checked in and certified according to FEMA guidelines. In the past, Public Works

performed initial emergency road clearance (first push), now first push would be performed by our debris contractor.

RECOMMENDATION:

City Commission authorize the City Manager to enter into contract negotiations with TAG Grinding Services, Inc. for Professional Debris Removal Services.

Criteria	Possible Points
Qualifications of Firm	10
Technical Plan	10
Project Management	5
Financial Capability	10
References	10
Pricing	55
	100

PROFESSIONAL DEBRIS REMOVAL SERVICES

		Units		A
	ITEM DESCRIPTION		UNIT PRICE	PROJECTED
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under other pay items below 0 - 15.9 miles 16.0 - 30.9 miles 31-60 miles	85,000 10,000	/cy /cy /cy	\$ - \$ - \$ -
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or City.	95,000	/cy	\$ -
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CITY. Grinding of disaster related debris delivered to the DMS by Contractor or City	85,000	/cy	\$ -
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CITY. Burning of disaster related debris delivered to the DMS by Contractor or City.	5,000	/cy	\$ -
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CITY. Burning of disaster related debris delivered to the DMS by Contractor or City.	5,000	/cy	\$ -
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE CITY, City to pay all tipping fees directly. 0 - 15.9 miles 16.0 - 30.9 miles 31-60 miles	25,000 25,000	/cy /cy /cy	\$ - \$ - \$ -
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE CITY, City to pay tipping fees directly. 0 - 15.9 miles 16.0 - 30.9 miles 31-60 miles	500 500	/cy /cy /cy	\$ - \$ - \$ -
8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO AN APPROVED LANDFILL AS DIRECTED BY THE CITY, City to pay all tipping fees directly. 0 - 15.9 miles 16.0 - 30.9 miles 31-60 miles	7,500 2,500	/cy /cy /cy	\$ - \$ - \$ -
9	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW.	1,000	/tree	\$ -
10	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) and place them on public property or ROW. 6 inches to 11.99 inches diameter 12 inches to 23.99 inches diameter 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	25 25 50 10 5	/tree /tree /tree /tree /tree	\$ - \$ - \$ - \$ - \$ -
11	REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contactor shall backfill holes and ruts left by excavation of the stump. 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	10 25 5	/stump /stump /stump	\$ - \$ - \$ -
12	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.	100	/unit	\$ -

EQUIPMENT AND LABOR RATES

ITEM	DESCRIPTION	A HOURLY PRICE
1	JD 544 Wheel Loader with debris grapple	
2	JD 644 Wheel Loader with debris grapple	
3	Extendaboom Forklift with debris grapple	
4	753 Bobcat Skid Steer Loader with debris grapple	
5	753 Bobcat Skid Steer Loader with bucket	
6	753 Bobcat Skid Steer Loader with street sweeper	
7	30-50 H Farm Tractor with box blade or rake	
8	2 – 2 ½ cu. yd. Articulated Loader with bucket	
9	3 – 4 cu. yd. Articulated Loader with bucket	
10	JD 648E Log Skidder or equivalent	
11	CAT D4 Dozer	
12	CAT D5 Dozer	
13	CAT D6 Dozer	
14	CAT D7 Dozer	
15	CAT D8 Dozer	
16	CAT 125 – 140 HP Motor Grader	
17	JD 690 Trackhoe with debris grapple	
18	JD 690 Trackhoe with bucket and thumb	
19	Rubber Tired Excavator with debris grapple	
20	JD 310 Rubber Tired Backhoe with bucket and hoe	
21	210 Prentiss Knuckleboom with debris grapple	
22	CAT 623 Self-Loader Scraper	
23	Hand-Fed Debris Chipper	
24	30 Ton Crane	
25	50 Ton Crane	
26	100 Ton Crane (8 hour minimum)	
27	40 – 60' Bucket Truck	
28	Greater than 60' Bucket Truck	
29	Fuel/ Service Truck	
30	Water Truck	
31	Portable Light Plant	
32	Lowboy Trailer with Tractor	
33	Flatbed Truck	
34	Pick-up Truck (unmanned)	
35	Self-Loading Dump Truck with debris grapple	
36	Single Axle Dump Truck, 5 – 12 cu. yd.	
37	Tandem Axle Dump Truck, 16 – 20 cu. yd.	
38	Tandem Axle Dump Truck, 21 – 30 cu. yd.	
39	Tandem Axle Dump Truck, 31 – 50 cu. yd.	
40	Tandem Axle Dump Truck, 51 – 80 cu. yd.	
41	Chainsaw (without operator)	
42	Temporary Office Trailer	
43	Mobile Command and Communications Trailer	
44	Laborer, with small hand tools	
45	Skilled Sawman	
46	Crew Foreman with cell phone	
47	Tree Climber	

\$0.00

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.



CITY MANAGER'S REPORT

DATE: May 16, 2013
TO: City Commission
FROM: Kathy Gehr, Assistant Parks and Recreation Director
SUBJECT: Landscape maintenance renewal with Valleycrest Landscaping

The landscape maintenance contract with ValleyCrest Landscaping expired on April 30, 2013. ValleyCrest performs all grounds maintenance functions on Rinehart Road, Rinehart Trail, Municipal Services Complex and Lake Mary Boulevard.

Section 2 of the current contract executed May 2, 2011 (attached) provides for the contract to be extended for not more than two (2) terms of one (1) year each with the same terms and conditions upon mutual consent of ValleyCrest Landscaping and the City. The proposed one year renewal contract term will begin May 1, 2013, and end April 30, 2014. This is the second and final extension of this contract. The current annual contract with ValleyCrest is a sum not to exceed \$116,396.00. This amount does not include any irrigation repairs, flowers, or other special requirements.

RECOMMENDATION:

Staff recommends the City Commission approve renewal of the maintenance contract with ValleyCrest Landscaping for a period of one year in an amount not to exceed \$116,396.00 and authorize the City Manager to execute same.

**CONTRACT FOR RINEHART ROAD,
LAKE MARY BOULEVARD AND MUNICIPAL SERVICES COMPLEX
LANDSCAPE MAINTENANCE**

THIS CONTRACT entered into in duplicate original this 2nd day of May ~~April~~ 2011, by and between the CITY OF LAKE MARY, a Florida municipal corporation, whose address is 100 North Country Club Road, Lake Mary, FL 32746, hereinafter referred to as "CITY" and VALLEYCREST LANDSCAPE MAINTENANCE, INC., a Florida corporation, whose address is 1174 Florida Central Parkway, Longwood, FL 32750, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, it is hereby agreed by and between the parties hereto, in consideration of the mutual consideration, obligations, agreements and covenants hereinafter stated, as follows:

1. SCOPE OF WORK

- A. CONTRACTOR shall provide all grounds maintenance services as described herein on the roadway median right-of-way and trail on Rinehart Road between Lake Mary Boulevard and 46A, and the median and right-of-way on Lake Mary Boulevard from the easternmost City limits to Lake Emma Road, and the Municipal Services Complex located at Wallace Court.
- B. CONTRACTOR shall plan and effectively manage the grounds maintenance program for the PROJECT. CONTRACTOR shall furnish all work, supervision, labor, material, supplies and equipment and shall provide work plans as specified in the Contract Documents.
- C. CONTRACTOR shall provide the following services to the PROJECT consistent with the Standards and General Conditions contained in the Landscape Maintenance Specifications in the Contract Documents, specifically pages 6 thru 14 of RFP 11-04 dated February 11, 2011:
 - 1. Provide an annual grounds maintenance plan and a monthly work plan for scheduled work to be performed by CONTRACTOR which shall be submitted to the Parks and Recreation Director of City of Lake Mary, or his designee, for review and approval;
 - 2. Mow, edge and trim grass; clean and rake; prune shrubs, trees and bushes; and maintain plant beds; and
 - 3. Remove and dispose of trash and debris on the median, in the rights-of-way, on sidewalks and in traffic lanes.
 - 4. Provide additional related maintenance on a project-by-project basis as approved in writing by the Parks and Recreation Director.

2. COMMENCEMENT AND TERM OF CONTRACT

- A. The term of this Contract shall begin on May 1, 2011, and terminate at midnight on April 30, 2012, unless extended.
- B. This Contract may be extended for not more than two (2) terms of one (1) year each

upon the same terms and conditions as are herein stated, upon mutual consent of the CONTRACTOR and the CITY. If either party does not intend that the Contract be extended for an additional term, that party shall give notice to the other party not less than ninety (90) days prior to the last day of the current term of the Contract.

- C. In order to ensure that the work will be performed in accordance with the terms of this Contract, the CONTRACTOR warrants that it will prosecute the work with faithfulness and diligence and that it will provide adequate personnel at all times.

3. CONTRACT SUM

The CITY agrees to pay the CONTRACTOR the sum of One Hundred Sixteen Thousand Three Hundred Ninety Six Dollars and no/100 (\$116,396.00) for twelve (12) months of work inclusive of all labor, material, supplies, insurance coverage and any and all other costs or expenses required to perform this Contract. The initial term of this Contract is for approximately twelve (12) months. Payment of the contract sum shall be in equal monthly payments of Nine Thousand Six Hundred Ninety Nine Dollars and 67/100 (\$9,699.67.00) for each month of work performed by CONTRACTOR pursuant to the terms and conditions of the Contract Documents.

4. PAYMENT

The CONTRACTOR shall submit monthly invoices for payment on the first day of the month following the month in which services for which payment is due have been performed. All invoices shall be submitted in triplicate to the Parks and Recreation Director, City of Lake Mary, Post Office Box 958445, Lake Mary, FL 32795-8445.

5. CONTRACT DOCUMENTS AND SERVICES

- A. Services to be performed under the terms of this contract are set forth in "Landscape Maintenance for Lake Mary Boulevard, Rinehart Road Medians and Trail, and Municipal Complex Property" as set forth in that certain Request for Proposals number 11-04 (RFP 11-04) dated February 11, 2011, issued by the City of Lake Mary and any additions and amendments thereto, which "Landscape Maintenance Contract" as amended or supplemented are hereby incorporated as terms and conditions of this contract by reference and adoption as if same were fully set out herein. In the event of a conflict, the RFP 11-04 shall control over this contract.

6. MATERIAL

All material and supplies used by CONTRACTOR in the performance of this Contract shall be of good quality, free of any contaminants and proper for and appropriate to the intended use.

7. CONTRACTOR'S REPRESENTATIONS

To induce the CITY to enter into this Contract, the CONTRACTOR makes the following representations and assumes full responsibility, therefore:

- A. The CONTRACTOR declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient investigations to fully satisfy himself that such site is correct and suitable for the work to be performed under this Contract.

- B. The CONTRACTOR declares that he has read and carefully considered all Contract Documents and that he understands them and agrees to their sufficiency for the work required under this Contract.
- C. The CONTRACTOR declares that he has researched and understands all applicable federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work required under this Contract and that CONTRACTOR agrees to abide by and comply with same.
- D. The CONTRACTOR declares that he has carefully studied the physical conditions at the PROJECT that may affect cost, progress or performance of the work required under this Contract.
- E. The CONTRACTOR declares that he has made all site inspections and investigations that he deems necessary for the performance required under this Contract at the contract sum and that no additional site inspections, investigations or studies will be required by the CONTRACTOR for such purposes.
- F. The CONTRACTOR declares that he has given the CITY written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents.
- G. The CONTRACTOR declares that he has read and fully understands all Contract Documents and agrees that under no circumstances, conditions or situations shall the Contract Documents be more strongly construed against the CITY than against the CONTRACTOR.
- H. The CONTRACTOR declares and agrees that the approval or acceptance of any part of the work performed or material or supplies by the CITY shall not operate as a waiver by the CITY of strict compliance with the terms and conditions of the Contract Documents.
- I. The CONTRACTOR declares and agrees that the CITY will require him to repair, replace or restore all turf, shrubs, foliage, trees, plantings or other things which are damaged or destroyed by CONTRACTOR, its officers, agents, or employees in the performance of this Contract.

8. TERMINATION

- A. The CITY may, by written notice to the CONTRACTOR, terminate this Contract, in whole or in part, at any time, because of the failure of the CONTRACTOR to fulfill his Contract obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all work affected unless the notice directs otherwise. Prior to any notice of termination, the CITY shall give CONTRACTOR written notice of any defects or deficiencies. In the event that the CONTRACTOR shall fail to cure the defects or deficiencies in performance as noticed, this Contract may be canceled as provided herein.
- B. If the termination is due to the failure of the CONTRACTOR to fulfill his Contract obligations, the CITY may take possession of the site and all materials and supplies thereon owned by the CONTRACTOR and may perform the work required by whatever method the CITY may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment and the CONTRACTOR shall be liable to the

CITY for reasonable additional costs occasioned to the CITY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR.

- C. The rights and remedies of the CITY provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

9. INDEMNIFICATION

The CONTRACTOR agrees to hold harmless, indemnify and defend the CITY, its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising in any way whatsoever from, allegedly arising from, or related to the provision of work hereunder by the CONTRACTOR, its officers, agents, or employees. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the CITY to the CONTRACTOR, the Two Hundred Fifty Dollars and no/100 (\$250.00) of the compensation set forth in Section 3 of this Contract shall be deemed to be such specific consideration. The CONTRACTOR acknowledges the adequacy and sufficiency of said specific consideration.

10. INSURANCE

- A. The CONTRACTOR shall provide, pay for and maintain in force at all times during the terms of this Contract, such insurance, including Worker's Compensation Insurance, Comprehensive General Liability Insurance, Property Damage Insurance and Business Vehicle Insurance, as well as provide to the CITY the protection contained in the foregoing indemnification undertaken by the CONTRACTOR.
- B. Policies shall only be issued from companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. All policies required to be carried pursuant to this Section shall be occurrence policies which provide primary coverage for all claims based on actions of the CONTRACTOR occurring during the policy period. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- C. The CONTRACTOR shall specifically protect the CITY by naming the CITY as a named or additional named insured under such policies.
- D. COMPREHENSIVE GENERAL LIABILITY INSURANCE
The CONTRACTOR shall carry limits of not less than Five Hundred Thousand Dollars and no/100 (\$500,000.00) combined single limit, One Hundred Thousand Dollars and no/100 (\$100,000.00) per person / Two Hundred Thousand Dollars and no/100 (\$200,000.00) per incident or occurrence for injuries, including accidental or wrongful death to any person or such coverage as is deemed acceptable to the CITY. This policy will include coverage for blanket contractual liability, the CITY's protective liability, broad form property damage and personal injury. Exclusions for explosion, collapse, underground excavation, subsurface water, pollution, pollution clean-up costs and care, custody and control shall be removed.

E. PROPERTY DAMAGE INSURANCE

The CONTRACTOR shall carry liability limits in an amount not less than One Million Dollars and no/100 (\$1,000,000.00) for property damage on account of any one claim and in an amount not less than One Million Dollars and no/100 (\$1,000,000.00) for property damages on account of any one occurrence.

F. BUSINESS VEHICLE INSURANCE

The CONTRACTOR shall carry liability limits in an amount not less than Five Hundred Thousand Dollars and no/100 (\$500,000.00) Combined Single Limit One Hundred Thousand Dollars and no/100 (\$100,000.00) on account of any one occurrence or judgment. This policy will include endorsements providing coverage for mobile equipment and equipment not owned and hired.

G. Prior to the contract execution hereunder, the CONTRACTOR shall furnish to the CITY a certificate evidencing the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the CITY in such insurance shall not be effective until thirty (30) days after written notice thereof to the CITY. CITY reserves the right to require a certified copy of such policies upon request.

H. The maintenance of the insurance coverage set forth herein shall not be construed to limit the CONTRACTOR's liability under the provisions of the indemnification clause.

11. ASSIGNMENTS

Neither party to this Contract shall assign this Contract, nor any interest arising herein, without the written consent of the other.

12. SUBCONTRACTORS

A. In the event the CONTRACTOR, during the term of this Contract, requires the services of any subcontractors in connection with services specified in this Contract, the CONTRACTOR must secure the prior written approval of the CITY.

B. In the event the CITY and the CONTRACTOR subsequently agree to allow subcontractors, the CONTRACTOR shall require the subcontractor to provide, in the same minimum amounts, general liability insurance, property damage insurance and Worker's Compensation Insurance as is required by the CONTRACTOR.

C. The CONTRACTOR agrees to insert the clauses hereof entitled "Insurance", "Subcontractors" and "Equal Employment Opportunity" in all subcontracts.

D. Within five (5) calendar days after the award on any subcontract either by himself or a subcontractor, the CONTRACTOR shall deliver to the CITY a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted. The CONTRACTOR shall at the same time furnish a statement signed by the subcontractor acknowledging the inclusion in his subcontract of the clauses of this Contract entitled "Insurance", "Equal Employment Opportunity" and "Subcontractors". Nothing contained in this Contract shall create any contractual relation between the subcontractor and the CITY.

13. INDEPENDENT CONTRACTOR

It is agreed by the parties that, at all times and for all purposes within the scope of this Contract, the relationship of the CONTRACTOR to the CITY is that of independent contractor and not that of employee. No statement contained in this Contract shall be construed so as to find the CONTRACTOR an employee of the CITY, and neither the CONTRACTOR nor any of his employees, agents or subcontractors shall be entitled to any of the rights, privileges or benefits of a City of Lake Mary employee.

14. EMPLOYEE STATUS

Persons employed by the CONTRACTOR in the performance of work pursuant to this Contract shall have no claim to pension, 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.

15. WORK NOT PROVIDED FOR

No claim for work furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.

16. NOTICES

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

City of Lake Mary
Director of Parks and Recreation
City of Lake Mary, Florida
Post Office Box 958445
Lake Mary, FL 32795-8445

ValleyCrest Landscape Maintenance, Inc.
1174 Florida Central Parkway
Longwood, FL 32750

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notice.

17. EQUAL OPPORTUNITY EMPLOYMENT

The CONTRACTOR agrees that he will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

18. RECORDS AND AUDITS

- A. The CONTRACTOR shall maintain in his place of business all books, documents, papers and other evidence pertaining to work performed under this Contract. CONTRACTOR shall maintain detailed time records of all per hour work performed under the terms of this Contract. Time records shall clearly set forth in an organized and legible manner sufficient for post-audit and pre-audit by date and the type of work performed with specificity.
- B. Such records shall be available at CONTRACTOR's place of business at all reasonable times during the terms of this Contract and for five (5) years from the date of final payment under this Contract for audit or inspection by the CITY or other duly authorized representatives.

19. PUBLIC ENTITY CRIMES

The CONTRACTOR warrants that it has not violated any state or federal law with respect to the transaction of business with any public entity. The CONTRACTOR shall, prior to execution of this Contract, file a sworn statement with the CITY of whether the CONTRACTOR, or an affiliate of the CONTRACTOR, has been convicted of a public entity crime. If the CONTRACTOR requests approval of subcontractors, the CONTRACTOR shall, prior to approval of the subcontractor by the CITY, require the subcontractor to file a sworn statement with the CITY of whether the subcontractor, or an affiliate of the subcontractor, has been convicted of a public entity crime. For the violation or breach of this provision, the CITY shall have the right to terminate this Contract at its sole discretion, without further liability to CONTRACTOR.

20. GOVERNING LAW

This Contract shall be governed by the laws of the State of Florida.

21. DESIGNATION OF AGENT FOR SERVICE OF PROCESS AND VENUE

If the CONTRACTOR is an out-of-state corporation, partnership or sole proprietorship, the CONTRACTOR hereby irrevocably appoints the Secretary of the State of Florida as its agent for service of all legal process for the purpose of this Contract only. Notwithstanding any law, regulation or Contract to the contrary, the venue for any action brought by any party to this Contract for any reason shall be Seminole County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written in one or more counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

WITNESSES:

VALLEYCREST LANDSCAPE MAINTENANCE, INC.

Susan B. Thorne
Signature

David F Harting
Signature

SUSAN B. THORNE
Typed / Printed Name

DAVID F HARTING
Typed / Printed Name

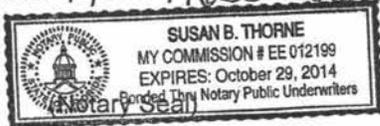
[Signature]
Signature

BRANCH MANAGER
Title

KATHY GENE
Typed / Printed Name

STATE OF FLORIDA:)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 2nd day of May, 2011, by David F. Harting as President for ValleyCrest Landscape Maintenance, Inc. who is personally known to me or who produced his Florida Driver's License as identification and did/did not take an oath. DL # H635-1166-59-105-0



Susan B. Thorne
Notary Public

SUSAN B. THORNE
Typed / Printed Name

ATTEST:

CITY OF LAKE MARY, FLORIDA

Carol A. Foster
Carol A. Foster, City Clerk

John C. Litton
John C. Litton, City Manager

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

APPROVED BY
CITY COMMISSION

The foregoing instrument was acknowledged before me this 2nd day of May, 2011, by John C. Litton as City Manager for the City of Lake Mary, Florida who is personally known to me or who produced his Florida Driver's License as identification and did/did not take an oath.



Mary A. Campbell
Notary Public

MARY A. CAMPBELL
Typed / Printed Name



CITY OF LAKE MARY
CONTRACT EXTENSION AGREEMENT

RINEHART RD, LAKE MARY BOULEVARD AND MUNICIPAL SERVICES
COMPLEX LANDSCAPE MAINTENANCE

In accordance with Section 2B of the Agreement for Rinehart Rd, Lake Mary Boulevard and Municipal Services Complex Landscape Maintenance, dated May 2, 2011, between the CITY OF LAKE MARY and VALLEYCREST LANDSCAPE MAINTENANCE, INC., both parties hereby mutually agree to extend the contract for the second additional twelve (12) month option. All other terms from the original agreement shall remain in effect during the extension period. The new term end date will be April 30, 2014.

CITY OF LAKE MARY, FLORIDA

JACKIE SOVA, CITY MANAGER

DATED: _____

VALLEYCREST LANDSCAPE MAINTENANCE, INC.

DAVID HARTING, BRANCH MANAGER

DATED: _____



CITY MANAGER'S REPORT

DATE: May 16, 2013
TO: City Commission
FROM: Jackie Sova, City Manager
SUBJECT: Annual health insurance renewal contract

The annual renewal for our group insurance is July 1, 2013. Staff worked with the City's new Agent of Record, the Gehring Group, to review and negotiate renewal options. This year there are more moving parts that need to be addressed with the renewal process. We must ensure that our plans are designed to accommodate the impacts of the Healthcare Reform Act that go into effect this year, including the payment of new fees. We moved to a fixed fee commission basis with the Gehring Group resulting in a 25% reduction of that portion of the insurance cost. Overall, health insurance costs are trending up at 10%.

Last July, the City transitioned from a fully-insured health plan to a self-funded health plan choosing Aetna as its administrator and fiduciary with a two-year contract term. First and foremost, both the Gehring Group and Aetna have confirmed that our plans comply with all provisions of the Healthcare Reform Act. Renewal claims experience is based on seven (7) months of actuals which are still considered immature under a self-funded plan. The City incurred two (2) rather large non-reoccurring claims partially covered by reinsurance. However, based on our projections for this year we show that when compared to projections for the first year of self-funding, we are excited to report the City was able to fully fund operating the employee health clinic within those funding parameters.

As we enter into the second year, administrative fees remain the same. Because our self-funding plan is in its early stages, our claims experience is immature, and coupled with the two (2) large claims, the reinsurance portion of our plan was quoted with substantial increases. Taking into consideration the savings recognized with the Agent of Record contract, the new fees that will be required by the Healthcare Reform Act, and looking hard at how we fund healthcare, we have been able to minimize the

overall increase to 5.5% or \$80,560, which is under the 10% trend. The total estimated cost for healthcare for this renewal period is \$1,545,245. Staff is recommending the City and the employees share this increase with the City absorbing 65% of the per employee cost. Because of low participation and changes that would need to be made as the result of Healthcare Reform and employee clinic eligibility issues, it is recommended that the high-deductible HSA Plan be eliminated leaving the effected employees with the choice of Base Plan or the Buy-Up Plan.

The good news is that our contracts for dental, life, accidental death and dismemberment (AD&D), long term disability (LTD), and other ancillary products such as vision, short term disability (STD), and supplemental life are also up for renewal. With the assistance of the Gehring Group, I am happy to report all favorable renewals.

New bi-weekly payroll deductions for medical and dental (as compared to current rates) are as follows:

Medical & Dental	Option	Employee	Dependent Coverage Hired after 2/1/90	Dependent Coverage Hired before 2/1/90
New	Base	\$ 0.00	\$278.83	\$219.46
<i>Current</i>		<i>\$0.00</i>	<i>\$261.47</i>	<i>\$202.10</i>
<i>Increase</i>		<i>\$0.00</i>	<i>\$17.36</i>	<i>\$17.36</i>
New	Buy-up	\$ 10.91	\$321.67	\$262.30
<i>Current</i>		<i>\$10.13</i>	<i>\$301.27</i>	<i>\$241.90</i>
<i>Increase</i>		<i>\$0.78</i>	<i>\$20.40</i>	<i>\$20.40</i>

If approved, open enrollment for benefits selection will be scheduled for the week of May 20, 2013.

RECOMMENDATION:

That the Commission authorize the City Manager to execute the contracts with Aetna for health & reinsurance benefits, Cigna for dental insurance, Lincoln Financial for basic life, AD&D, and LTD and voluntary supplemental plans with Lincoln Financial for STD and supplemental life, and EyeMed for vision.

City of Lake Mary
 Executive Summary
 Effective Date: July 1, 2013

CURRENT

RENEWAL

		2012 - 2013 Plan Year			2013 - 2014 Plan Year		
		Aetna			Aetna		
		Employer	Employee	Total	Employer	Employee	Total
Health Insurance							
Select Buy-Up							
Employee	80	\$547.34	\$21.95	\$569.29	\$573.47	\$23.64	\$597.11
Employee & Family	34	\$547.34	\$595.32	\$1,142.66	\$573.47	\$640.97	\$1,214.44
	114						
Select Base							
Employee	36	\$547.34	\$0.00	\$547.34	\$573.47	\$0.00	\$573.47
Employee & Family	17	\$547.34	\$509.09	\$1,056.43	\$573.47	\$548.12	\$1,121.59
	53						
Choice POS (HSA)							
Employee	0	\$547.34	(\$55.45)	\$491.89	<i>Not Offered</i>		
Employee & Family	0	\$547.34	\$440.42	\$987.76			
	0						
Monthly Total	167	\$91,405.78	\$30,651.41	\$122,057.19	\$95,769.49	\$33,002.22	\$128,771.71
Annual Total		\$1,096,869.36	\$367,816.92	\$1,464,686.28	\$1,149,233.88	\$396,026.64	\$1,545,260.52
\$ Increase		N/A	N/A	N/A	\$52,364.52	\$28,209.72	\$80,574.24
% Increase		N/A	N/A	N/A	4.77%	7.67%	5.50%
Dental Insurance							
		CIGNA			CIGNA		
		Employer	Employee	Total	Employer	Employee	Total
Employee	104	\$29.18	\$0.00	\$29.18	\$28.19	\$0.00	\$28.19
Employee & Family	62	\$29.18	\$57.42	\$86.60	\$28.19	\$56.00	\$84.19
	166						
Monthly Total		\$4,843.88	\$3,560.04	\$8,403.92	\$4,679.54	\$3,472.00	\$8,151.54
Annual Total		\$58,126.56	\$42,720.48	\$100,847.04	\$56,154.48	\$41,664.00	\$97,818.48
\$ Increase		N/A	N/A	N/A	(\$1,972.08)	(\$1,056.48)	(\$3,028.56)
% Increase		N/A	N/A	N/A	-3.39%	-2.47%	-3.00%
LIFE/AD&D							
		Lincoln Financial Group			Lincoln Financial Group		
		Employer	Employee	Total	Employer	Employee	Total
Benefits Volume		\$7,854,235	\$0	\$7,854,235	\$7,854,235	\$0	\$7,854,235
Life / \$1,000		\$0.170	\$0.000	\$0.170	\$0.170	\$0.000	\$0.170
AD&D / \$1,000		\$0.035	\$0.000	\$0.035	\$0.035	\$0.000	\$0.035
Monthly Premium		\$1,610.12	\$0.00	\$1,610.12	\$1,610.12	\$0.00	\$1,610.12
Annual Premium		\$19,321.42	\$0.00	\$19,321.42	\$19,321.42	\$0.00	\$19,321.42
\$ Increase		N/A	N/A	N/A	\$0.00	\$0.00	\$0.00
% Increase		N/A	N/A	N/A	0.00%	0.00%	0.00%
LTD							
		Lincoln Financial Group			Lincoln Financial Group		
		Employer	Employee	Total	Employer	Employee	Total
Benefits Volume		\$652,713	\$0	\$652,713	\$652,713	\$0	\$652,713
LTD / \$1,000		\$0.31	\$0.00	\$0.31	\$0.28	\$0.00	\$0.28
Monthly Premium		\$2,023.41	\$0.00	\$2,023.41	\$1,827.60	\$0.00	\$1,827.60
Annual Premium		\$24,280.92	\$0.00	\$24,280.92	\$21,931.16	\$0.00	\$21,931.16
\$ Increase		N/A	N/A	N/A	(\$2,349.76)	\$0.00	(\$2,349.76)
% Increase		N/A	N/A	N/A	-9.68%	0.00%	-9.68%
ANNUAL TOTAL		\$1,198,598.26	\$410,537.40	\$1,609,135.66	\$1,246,640.94	\$437,690.64	\$1,684,331.58
\$ Increase		N/A	N/A	N/A	\$48,042.68	\$27,153.24	\$75,195.92
% Increase		N/A	N/A	N/A	4.01%	6.61%	4.67%



CITY MANAGER'S REPORT

DATE: May 16, 2013
TO: City Commission
FROM: Steve Bracknell, Chief of Police
SUBJECT: Retirement and Purchase of K-9 Axle

After four years of faithful service, with many searches, seizures and arrests under his harness, K-9 Axle is ready to retire at age seven.

The Lake Mary Police Department requests approval to allow his handler, Pfc. Ryan Snider, to purchase Axle for the sum of ten dollars (\$10.00), as has been customary with retiring canines in the past.

Pfc. Snider will sign our standard canine purchase agreement (copy attached), which transfers all responsibility and liability for Axle to him, along with his commitment to ensure that he will provide for Axle's reasonable medical care, feeding and handling for the rest of his natural life.

RECOMMENDATION:

The Commission authorize the purchase of canine Axle by his handler, Pfc. Ryan Snider for the sum of ten dollars.

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2013, by and between the CITY OF LAKE MARY, FLORIDA, (hereinafter referred to as "CITY") and Pfc. Ryan Snider, an officer within the CITY'S POLICE DEPARTMENT.

WITNESSETH:

WHEREAS, the CITY is the owner of a K-9, Axle, who has served the citizens of Lake Mary for 4 years and has reached the age of retirement.

WHEREAS, Axle's handler, Pfc. Ryan Snider, has requested to purchase Axle from the City; and

WHEREAS, on _____, the City Commission approved the recommendation of the City Manager to fully retire Axle and accept Ryan Snider's offer to purchase.

NOW, THEREFORE, in consideration of TEN DOLLARS AND ZERO CENTS (\$10.00), the parties agree as follows:

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

2. Release, Hold Harmless and Indemnification Agreement. Pfc. Ryan Snider hereby agrees to release, hold harmless and indemnify the CITY from any claims, liabilities, losses, obligations, damages, penalties, or costs applicable to claim that could be asserted by the CITY, NEW OWNER, or any third party including, but not limited to, reasonable attorney's fees arising from the purchase of Axle. Pfc. Snider shall assume all financial, medical and civil liabilities for any and all actions of Axle.

3. Future Care. Pfc. Ryan Snider agrees to provide customary and humane care to include any and all reasonable medical needs to Axle for the rest of his natural life.

4. Prohibitions. Pfc. Ryan Snider agrees not to sell, give away or in any way profit from the CITY'S conveyance of Axle without the express written approval from the CITY.

5. Entire Agreement. This agreement represents the entire agreement of the parties on the matters contained herein.

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

ATTEST:

CITY OF LAKE MARY, FLORIDA

CAROL A. FOSTER, CITY CLERK

JACKIE SOVA, CITY MANAGER

Date: _____

Approved by the City Commission on _____.

WITNESSES:

OWNER:

Signature

RYAN SNIDER

Printed Name

Signature

Printed Name



CITY MANAGER'S REPORT

DATE: May 16, 2013
TO: City Commission
FROM: Steve Bracknell, Chief of Police
SUBJECT: Expenditure from Law Enforcement Trust Fund for donation to Lake Mary High School

The Lake Mary Police Department would like to make a donation toward Lake Mary High School's new Ram Tower project.

The Ram Tower will serve as both an educational tool and a Lake Mary landmark. The tower will be built to provide a safe vantage point for the rehearsal and training of the LMHS Marching Rams. Modeled after FSU Marching Chief's tower design and equipped with solar paneling and LED lighting to provide illumination for the tower at night, it will serve as a community landmark.

We request a donation from the LE Trust Fund of \$1,000 to assist Lake Mary High School with this project.

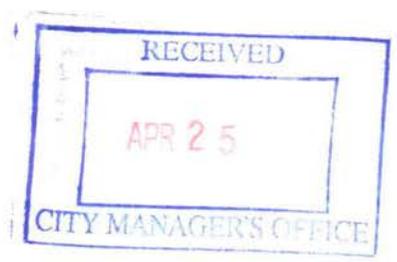
BUDGET IMPACT:

The total expenditure from the Law Enforcement Trust Fund account will not exceed \$1,000 and will be appropriated from fund balance.

RECOMMENDATION:

The City Commission approve the \$1,000.00 expenditure from the LE Trust Fund to assist Lake Mary High School with the construction of the Ram Tower.

ATTACHMENT: (Letter and detailed Ram Tower information from Lake Mary High School).



April 23, 2013

To whom it may concern:

Thank you for taking time to peruse though our exciting project proposal. All of us at LMHS are very excited about this RAM TOWER becoming a reality. With your help and support, we will make it happen. We began this project six months ago and since launching the TOWER website we have fundraised over \$6000.

Please consider being a part of this worthwhile plan as we work to place Lake Mary High School, its facility and band program as a landmark in our community for decades to come. It will also serve as a testament to all Rams past, present, and future.

Thank you for your consideration and time,

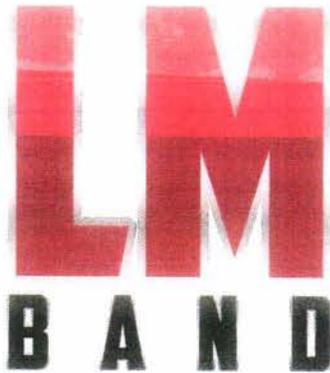
A handwritten signature in black ink that reads "Mike Mitchell".

Mike Mitchell, Band Director

Note: If you are a US taxpayer, your contribution will be tax-deductible and you will receive a tax receipt directly. Check with your employer to see if charitable contribution matches are an option (thanks to LMHS alum Chad Michael Eyer for this great idea!). For any questions about the Ram Tower campaign or about arranging a special contribution, please contact the Lake Mary High School Band office at (407) 320-9560 or email Mr. Mitchell (mike_mitchell@seps.k12.fl.us).

Our Project

Hi everyone, my name is Ava Sigman. I'm a junior at Lake Mary High School and a proud member of the LMHS Marching Rams. These past couple years our band program has been changing – getting more involved in the community, promoting greater standards of excellence within our own band program, and reaching out to alumni, all of which promote both school wide and community pride.



“Ram Tower” aka “Alumni Tower” was designed, not only for its functional purpose, as a large multilevel observation platform and marching band teaching tool, but as a symbol of pride and welcome to everyone who has ever contributed to the success of the Marching Rams. From my terrified little freshman self, slinking into the band room on the first day of summer band camp to the eruptive cheer that never wanted to end as this past season's scores declared what we already knew: that we were a Superior band capable of working together to put on a spectacular show, marching band has framed and supported my high school experience. Ram Tower is nothing less than the physical embodiment of that adoration. An unmistakable landmark, this permanent structure will stand firm, a testament to the dedication

of all bandies who wish to be remembered by the band program as much as they themselves remember fondly their time on the field.

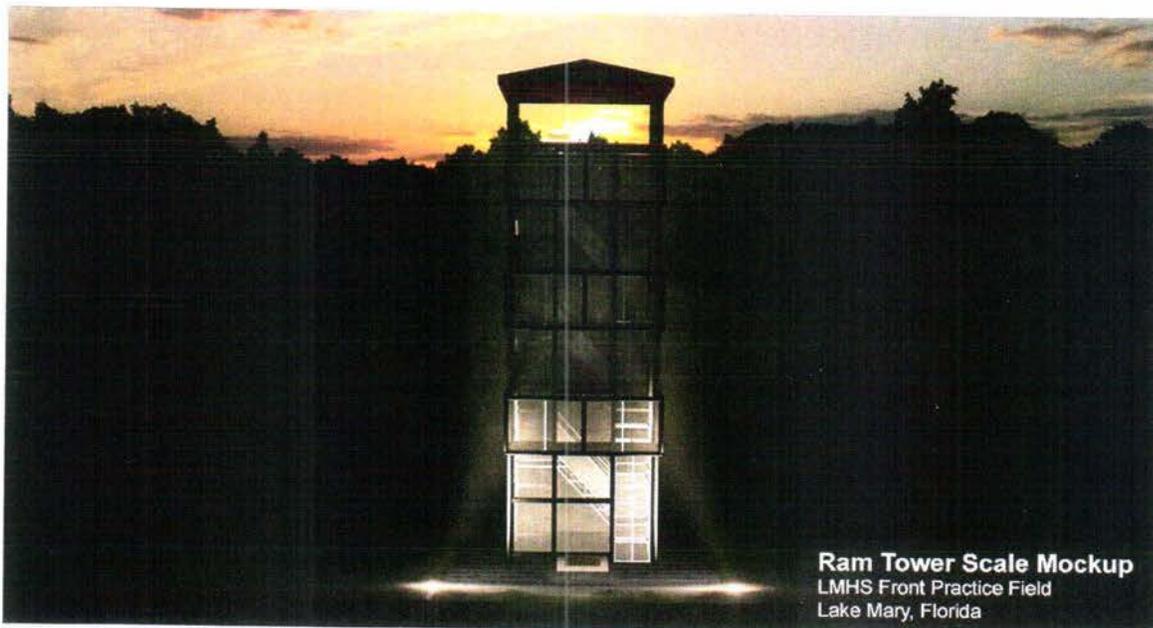
Why Ram Tower?

Standing tall at just over **30 feet tall**, Ram Tower will give our students, staff, and guest instructors a safe vantage point from which the Marching Rams take the teaching and execution of our marching shows to the next level. To do this, we approached the people who've been building landmark towers across the nation: Band Towers Unlimited (BTU). Their talented team has built the band towers for the Florida State University, Virginia Tech, and Ohio State University—some of the biggest names in the world of college marching band.

Taking the same design built for the FSU Marching Chiefs, the world's largest collegiate marching band, Lake Mary High School has worked closely with BTU to create something brand new. Ram Tower will use the same primary structure as FSU's installation, but we're rotating it 90° and installing three “observation decks” which will more than double the viewing capacity. This means in addition to our instructional staff and student leadership, **alumni are free to visit** the observation decks during any Marching Rams rehearsal!

Additionally, our band is working closely with the Lake Mary High School Physics Department to install affordable **solar paneling**, cells, and wiring to power two LED spotlights which will illuminate the tower site after sunset. A glowing beacon in the Lake Mary community, Ram Tower will be the first and largest design of its type in the world.





Where the Funds Go

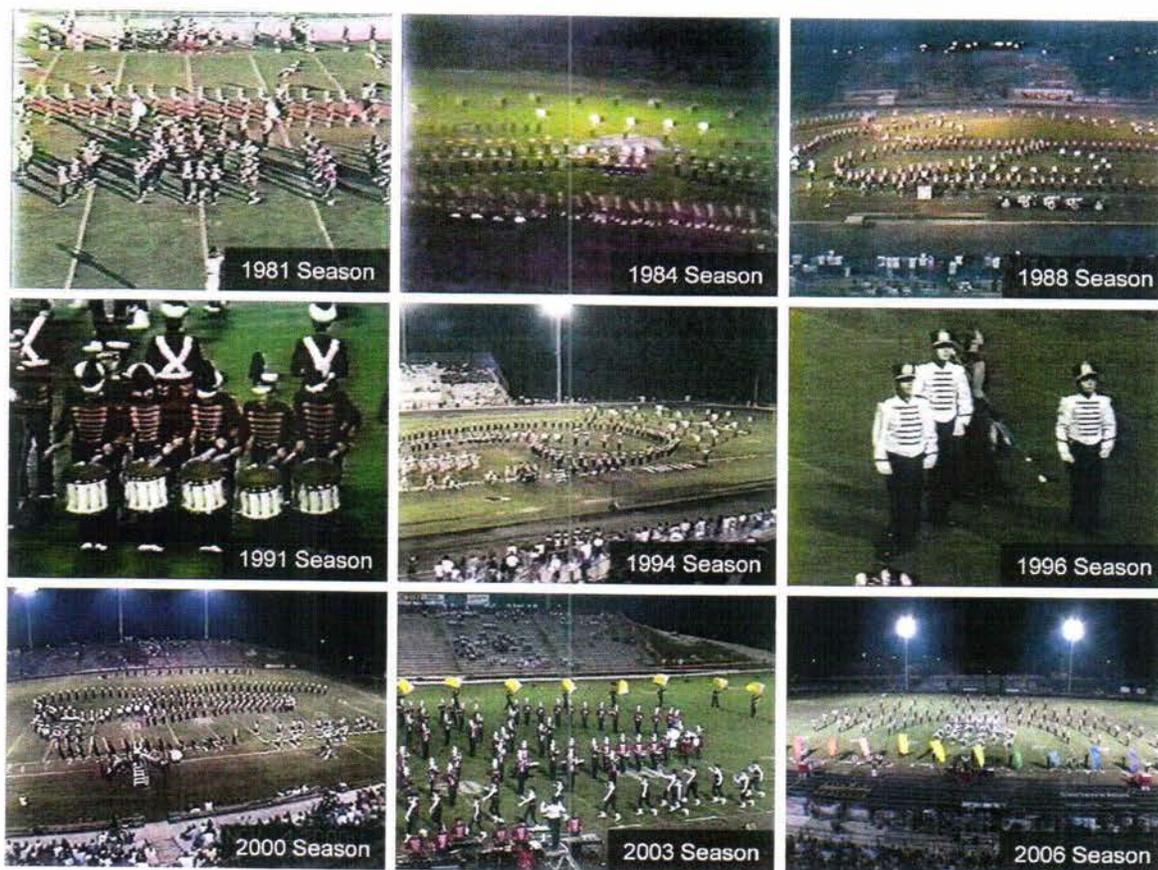
Funding will go directly to the construction and installation of Ram Tower. In addition to the primary structure, funding will cover the cost of the concrete foundation, rebar grid, all platforms, safety railings and signage, two coats of our custom black and red Rustoleum urethane, shipping, labor, and safety inspections. If we surpass our fundraising goal, remaining funds will go towards the 2013-14 season, including private lessons, registration fees, and clinicians. While the band has a dramatic impact on each of its students, its operation is very expensive and fundraising is always on our minds to ensure we can give our students the tools and the environment to nurture their growth as performers, leaders, and as contributing members of society.

Where You Come In

To build Ram Tower, we need your help! In addition to our eternal gratitude and the gratitude of those who come after us, we are offering backers a number of really awesome perks in exchange for donations. Below are some of our offers:

Option: Marching Rams DVD Anthology

Contains all Marching Rams field shows from 1981 through 2012. *VHS to DVD transfer generously donated by veteran Marching Rams parent Russ Monckton.*



Sample images from the Marching Rams DVD Anthology

Option: Professionally engraved foundation brick

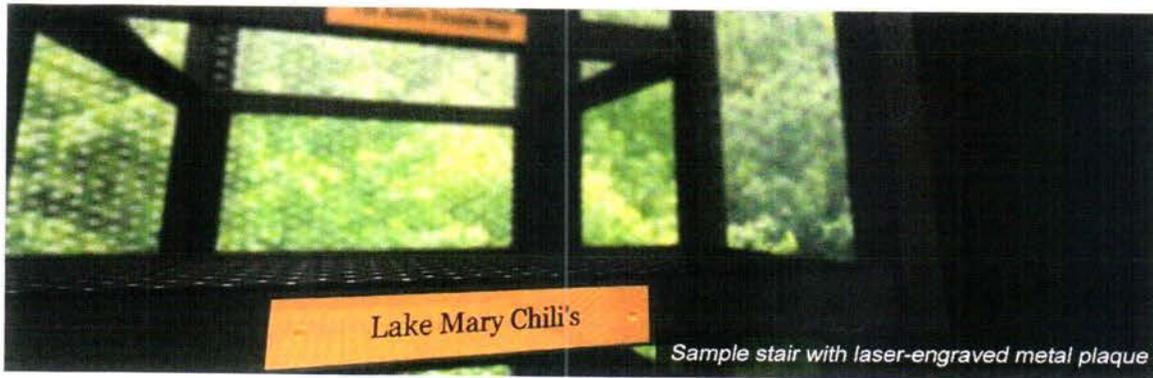
Choice of 4"x8" or 12"x12". Includes the donor's name (with optional personal message) for permanent installation in the concrete slab. These bricks will actually serve as part of the foundation for Ram Tower, where it will be visible to thousands of students, parents, teachers, and staff members far into the future!



Sample 12"x12" brick for Ram Tower foundation. 4"x8" also available.

Option: Dedicated stair with engraved metal plaque

These laser-engraved name plaques will be affixed to the tower for as long as it stands, a functional, interesting time capsule at the heart of the Lake Mary Marching Rams! How cool would it be to have the “Rose Tyler Step” or the “Pond Family Step” or even the “Lake Mary Menchies Step”?



Option: Naming a level of Ram Tower

For our most generous donors, we offer the naming of the three levels of the tower. With the levels in such constant use, lower, middle, and upper level will just not catch on as names, especially with teenagers. But “Subway Side”, “Porter Floor”, and “Skywalker Deck” will hold their significance so long as there are people in Lake Mary. We'll permanently install a brass plaque to the railing of your observation deck and refer to it by name as Ram Tower becomes part of the Marching Rams culture.



Other Ways You Can Help

We understand some folks just can't contribute, but that doesn't mean you can't help:

- Ask folks to get the word out and make some noise about Ram Tower!
- Remind friends and family to share this through Facebook, Twitter, e-mail, text message, snail mail...it all helps!

Thank you,
Ava Sigman and the Ram Tower Team
Lake Mary High School Band

Extra special thanks to videos and pictures contributed by Russ Monckton, Dr. Sonia Bhatia, The Pearman Family, and the incredible parents and historians who have captured these amazing moments for us to share with our loved ones.

Also Find This Campaign On:

- [Facebook](#)
- [Twitter](#)
- [YouTube](#)
- [Website](#)

Team on This Campaign:



• [McGuire Brannon](#)

Project Leader, Alum (Class of '06) Director, Pro Series



• [Mike Mitchell](#)

Project Leader, Director of Bands, Lake Mary High School



• [Austin Thomas](#)

Drum Major (Class of '13)



• [Jerome Hall](#)

Student Leadership (Class of '13)



[Julie Ward](#)

Band Booster President



• [Karina and Juliana Mills](#)

Alum (Class of '07)



• [Julie Frame](#)

Fmr. Booster President ('05-'08) & Band Parent ('94-'08)



• Maestro360@gmail.com

Alum (Class of '98)



• patricia@sigmanlaw.com

Band Booster Board



• [Sara Flatow](#)

Drum Major (Class of '84)

Help make it happen for the team! Contribute to Ram Tower: A symbol of community pride, achievement, and unity.

[Contribute Now](#) ▶

0.0942188 Complete

\$6,030

Raised of \$64,000 Goal

22 days left

Verified Nonprofit Campaign

Flexible Funding campaign

[Contribute Now ▶](#)

This campaign will receive all of the funds contributed by Mon 13 May 11:59PM PT.

Perks

for your contribution

- **\$10**
Bando

[We'll send you a very special shout-out on Twitter and Facebook.](#)

[Estimated delivery: September 2013](#)

[0 claimed](#)

- **\$20**
Lieutenant

[• A shout-out on Twitter and Facebook • Thank you postcard signed by Mr. Mitchell featuring a group shot of the Marching Rams](#)

[Estimated delivery: September 2013](#)

[4 claimed](#)

- **\$30**
Sergeant

[• Same as Lieutenant. Plus: • A DVD of this coming year's halftime show that YOUR generous donation supported, signed by Mr. Mitchell and all the seniors from the Marching Rams Class of 2014!](#)

[Estimated delivery: November 2013](#)

[0 claimed](#)

- **\$50**

Section Leader

• Same as Lieutenant. Plus: • The COMPLETE Marching Rams DVD Anthology including field performances from EACH school year from 1981 through 2012!

Estimated delivery: August 2013

0 claimed

• \$100 Brass Captain

• Same as Section Leader. Plus: • YouTube video shout-out by Mr. Mitchell • Your name will be permanently added as a donor to the brand-new Ram Tower website which will launch in September

Estimated delivery: September 2013

1 claimed

• \$150 Field Commander

• The COMPLETE Marching Rams DVD Anthology. Plus: • Your own, engraved, 4" x 8" brick installed at the base of Ram Tower, visible to thousands of students, parents, and staff for years to come. Families and organizations can add up to two lines of text to your custom brick. This option is just one more way to etch your name onto the school's history.

Estimated delivery: September 2013

6 out of 48 claimed

• \$200 Band Captain

• The COMPLETE Marching Rams DVD Anthology. Plus: • A laser-engraved metal plaque permanently affixed to your own stair on Ram Tower • YouTube video shout-out by Mr. Mitchell • Your name will be permanently added as a donor to the Ram Tower website

Estimated delivery: September 2013

3 out of 24 claimed

• \$300

Drum Major

• The COMPLETE Marching Rams DVD Anthology. Plus: • Your own, engraved, 12" x 12" brick installed at the base of Ram Tower, visible to thousands of students, parents, and staff for years to come. Families and organizations can add up to six lines of text to your custom brick. This option is just one more way to etch your name onto the school's history. • YouTube video shout-out by Mr. Mitchell • Your name will be permanently added as a donor to the Ram Tower website

Estimated delivery: September 2013

4 out of 120 claimed

• \$500 Staff Member

• The COMPLETE Marching Rams DVD Anthology. Plus: • Your name laser-engraved onto Ram Tower's large, brass dedication plaque, sitting proudly at the front-center of the foundation. • You will be thanked by name at the Ram Tower dedication ceremony! • YouTube video shout-out by Mr. Mitchell • Your name will be permanently added as a donor to the Ram Tower website

Estimated delivery: September 2013

5 claimed

• \$3,000 Band Director

For our most generous donors, we offer the naming of the three levels of the tower. With the levels in such constant use, lower, middle, and upper level will just not catch on as names, especially with teenagers. But "Subway Side", "Porter Floor", and "Skywalker Deck" will hold their significance so long as there are people in Lake Mary. We'll permanently install a brass plaque to the railing of your observation deck and refer to it by name as Ram Tower becomes part of the Marching Rams culture.

Estimated delivery: September 2013

0 out of 3 claimed

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CITY MANAGER'S REPORT

DATE: May 16, 2013

TO: City Commission

FROM: Joe Wallace, Police Lieutenant

SUBJECT: Disposal of marked Ford Police Interceptor rear seats and rear door panels

DISCUSSION: The Police Department has been storing rear seats and door panels that were permanently removed from Ford Police Interceptors during the initial installation of the prisoner transport cages. These items are not considered to be a part of the standard equipment set up of the vehicles for their daily function. We have approximately nine (9) rear seats and nine (9) sets of rear door panels with the associated trim in our possession that have accumulated during the last outfitting of the vehicles.

RECOMMENDATION: Request Commission declare seats and door panels surplus and authorize City Manager to dispose of same through Govdeals.com.

MEMO



TO: Bryan Nipe, Director of Parks & Recreation
 FROM: Dee Gracey, Administrative Assistant
 DATE: May 8, 2013

**PARKS AND RECREATION MONTHLY REVENUE AND EXPENSE REPORT
 FOR THE MONTH OF: APRIL 2013**

ACTIVITY	CURRENT MONTH	THIS MONTH LAST YEAR	CURRENT YTD	PREVIOUS YTD
EVENTS CENTER				
non-revenue uses	10	13	75	63
rentals	23	27	161	171
revenue	\$ 38,368.11	\$ 42,489.96	\$ 288,001.66	\$ 284,493.50
expenses	\$ 27,325.44	\$ 26,928.96	\$ 181,856.47	\$ 199,154.46

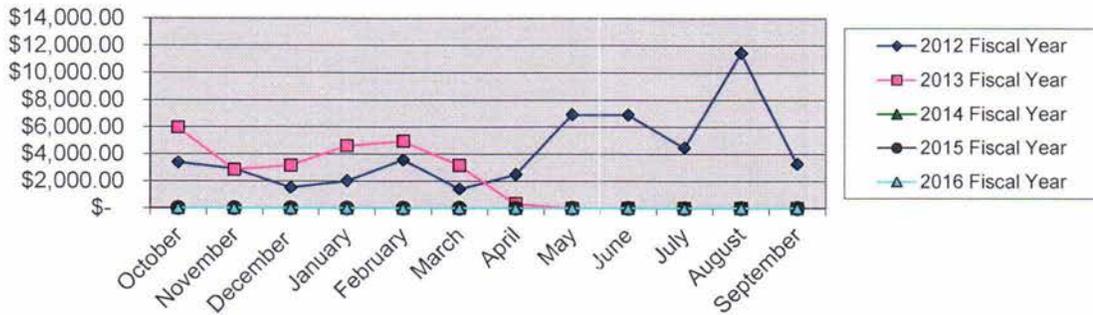
SENIOR CENTER				
non-revenue uses	2/5.0	2/6.0	19/45.75	17/45.25
rentals	1	0	10	7
classes	82	120	755	841
individual participants				
revenue	\$ 509.47	\$ 813.17	\$ 14,713.22	\$ 13,684.36
expenses	\$ 8,240.77	\$ 7,676.74	\$ 58,450.26	\$ 58,824.11

TENNIS CENTER				
memberships	140	111		
revenue	\$ 334.22	\$ 2,473.11	\$ 25,056.24	\$ 17,234.29
expenses	\$ 4,165.60	\$ 5,568.57	\$ 41,252.95	\$ 38,442.84

OTHER REVENUES				
Farmers Market	\$ 5,740.29	\$ 1,734.74	\$ 18,180.57	\$ 21,061.35
Skate Park	\$ 362.29	\$ 430.87	\$ 2,344.81	\$ 6,706.52
Splash Park	\$ 1,040.56	\$ 1,400.96	\$ 1,113.20	\$ 3,143.33
Park Rentals	\$ 50.00	\$ 180.00	\$ 675.00	\$ 430.00
Sports Complex	\$ 1,328.08	\$ 1,020.23	\$ 14,913.66	\$ 16,825.59
Leagues	\$ 1,300.00	\$ 2,275.00	\$ 11,050.00	\$ 8,775.00
Concession	\$ 1,070.02	\$ -	\$ 1,302.54	\$ 436.73
TOTAL OTHER REVENUES	\$ 10,891.24	\$ 7,041.80	\$ 49,579.78	\$ 57,378.52

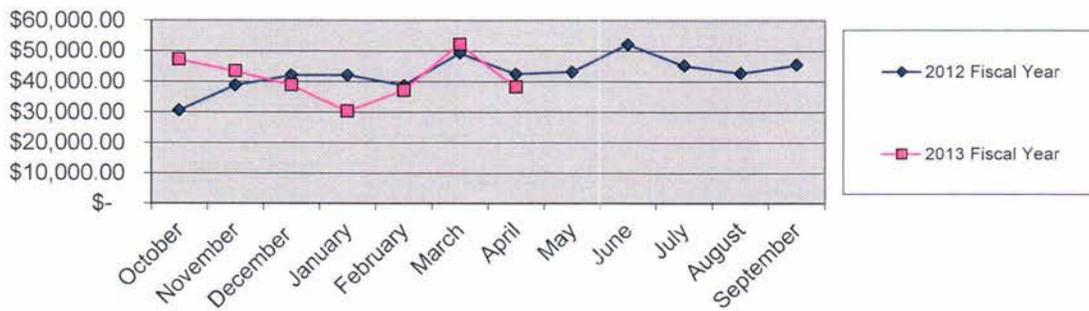
TOTAL REVENUE \$ 50,103.04 \$ 52,818.04 \$ 377,350.90 \$ 372,790.67

**TennisCenter Revenue Report
(Provided by Finance Department)**



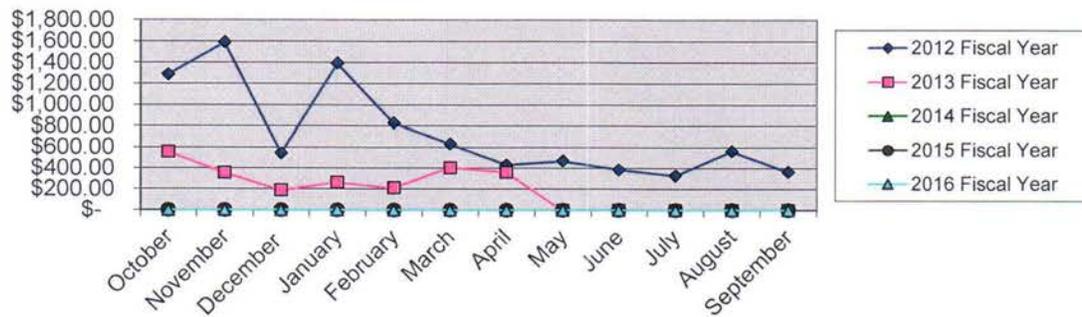
Month	2012 Fiscal Year	2013 Fiscal Year	2014 Fiscal Year	2015 Fiscal Year	2016 Fiscal Year
October	\$ 3,375.69	\$ 5,981.39	\$ -	\$ -	\$ -
November	\$ 2,899.54	\$ 2,848.98	\$ -	\$ -	\$ -
December	\$ 1,513.79	\$ 3,152.74	\$ -	\$ -	\$ -
January	\$ 2,011.99	\$ 4,615.52	\$ -	\$ -	\$ -
February	\$ 3,564.81	\$ 4,966.32	\$ -	\$ -	\$ -
March	\$ 1,395.36	\$ 3,157.07	\$ -	\$ -	\$ -
April	\$ 2,473.11	\$ 334.22	\$ -	\$ -	\$ -
May	\$ 6,926.87	\$ -	\$ -	\$ -	\$ -
June	\$ 6,902.53	\$ -	\$ -	\$ -	\$ -
July	\$ 4,462.91	\$ -	\$ -	\$ -	\$ -
August	\$ 11,447.28	\$ -	\$ -	\$ -	\$ -
September	\$ 3,256.81	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 50,230.69	\$ 25,056.24	\$ -	\$ -	\$ -
Operating Costs	\$ (80,816.29)	\$ (41,252.95)	\$ -	\$ -	\$ -
Est. Maintenance	\$ (8,107.68)	\$ (4,803.16)	\$ -	\$ -	\$ -
Revenue after Costs	\$ (38,693.28)	\$ (20,999.87)	\$ -	\$ -	\$ -

Events Center Revenue Report
(Provided by Finance Department)



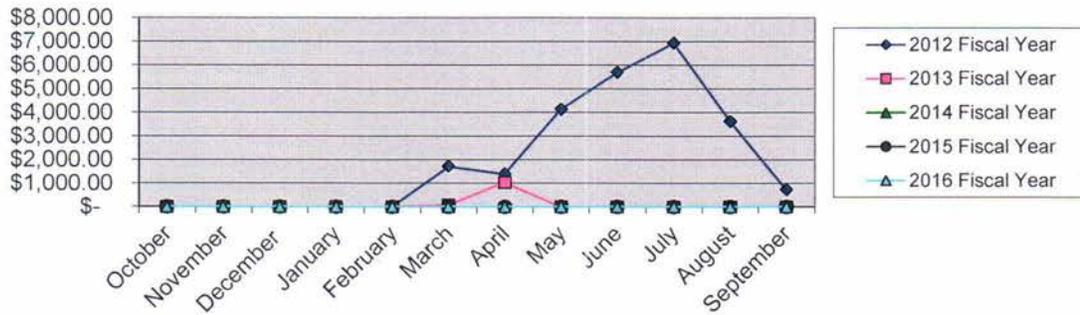
Month	2012 Fiscal Year	2013 Fiscal Year	2014 Fiscal Year	2015 Fiscal Year	2016 Fiscal Year
October	\$ 30,627.71	\$ 47,245.73	\$ -	\$ -	\$ -
November	\$ 38,877.40	\$ 43,518.38	\$ -	\$ -	\$ -
December	\$ 42,152.14	\$ 38,953.78	\$ -	\$ -	\$ -
January	\$ 42,192.04	\$ 30,396.63	\$ -	\$ -	\$ -
February	\$ 38,834.23	\$ 37,286.87	\$ -	\$ -	\$ -
March	\$ 49,320.02	\$ 52,232.16	\$ -	\$ -	\$ -
April	\$ 42,489.96	\$ 38,368.11	\$ -	\$ -	\$ -
May	\$ 43,240.91		\$ -	\$ -	\$ -
June	\$ 52,182.65		\$ -	\$ -	\$ -
July	\$ 45,224.94		\$ -	\$ -	\$ -
August	\$ 42,809.63		\$ -	\$ -	\$ -
September	\$ 45,496.78		\$ -	\$ -	\$ -
Total Revenue	\$ 513,448.41	\$ 288,001.66	\$ -	\$ -	\$ -
Operating Costs	\$ (347,547.82)	\$ (181,856.47)	\$ -	\$ -	\$ -
Maintenance Staff Costs	\$ (32,430.60)	\$ (20,096.64)	\$ -	\$ -	\$ -
Revenue after Costs	\$ 133,469.99	\$ 86,048.55	\$ -	\$ -	\$ -

Skate Park Revenue Comparisons (Provided by Finance Department)



Month	2012 Fiscal Year	2013 Fiscal Year	2014 Fiscal Year	2015 Fiscal Year	2016 Fiscal Year
October	\$ 1,288.54	\$ 557.51	\$ -	\$ -	\$ -
November	\$ 1,589.61	\$ 355.41	\$ -	\$ -	\$ -
December	\$ 542.99	\$ 189.70	\$ -	\$ -	\$ -
January	\$ 1,392.54	\$ 263.19	\$ -	\$ -	\$ -
February	\$ 830.14	\$ 212.25	\$ -	\$ -	\$ -
March	\$ 631.83	\$ 404.46	\$ -	\$ -	\$ -
April	\$ 430.87	\$ 362.29	\$ -	\$ -	\$ -
May	\$ 469.22	\$ -	\$ -	\$ -	\$ -
June	\$ 386.77	\$ -	\$ -	\$ -	\$ -
July	\$ 328.28	\$ -	\$ -	\$ -	\$ -
August	\$ 563.57	\$ -	\$ -	\$ -	\$ -
September	\$ 365.07	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 8,819.43	\$ 2,344.81	\$ -	\$ -	\$ -
Est. Operating Costs	\$ (27,825.71)	\$ (15,135.80)	\$ -	\$ -	\$ -
Revenue after Costs	\$ (19,006.28)	\$ (12,790.99)	\$ -	\$ -	\$ -

Splash Park Revenue Comparisons (Provided by Finance Department)



Month	2012 Fiscal Year	2013 Fiscal Year	2014 Fiscal Year	2015 Fiscal Year	2016 Fiscal Year
October	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ 14.02	\$ -	\$ -	\$ -	\$ -
January	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ 1,728.35	\$ 72.64	\$ -	\$ -	\$ -
April	\$ 1,400.96	\$ 1,040.56	\$ -	\$ -	\$ -
May	\$ 4,145.73	\$ -	\$ -	\$ -	\$ -
June	\$ 5,696.91	\$ -	\$ -	\$ -	\$ -
July	\$ 6,933.00	\$ -	\$ -	\$ -	\$ -
August	\$ 3,624.99	\$ -	\$ -	\$ -	\$ -
September	\$ 730.20	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 24,274.16	\$ 1,113.20	\$ -	\$ -	\$ -
Est. Operating Costs	\$ (35,447.24)	\$ (11,370.22)	\$ -	\$ -	\$ -
Revenue after Costs	\$ (11,173.08)	\$ (10,257.02)	\$ -	\$ -	\$ -



WORK ORDER EXPENSES

TYPE	Apr-13	YTD	Apr-12	YTD	Apr-13	YTD	Apr-12	YTD
LABOR	31%	29%	41%	37%	\$ 2,980.68	\$ 30,903.42	\$ 4,105.15	\$ 30,985.20
MATERIALS	67%	22%	17%	30%	\$ 6,380.23	\$ 26,072.04	\$ 1,682.65	\$ 21,709.85
CONTRACTOR	2%	49%	42%	33%	\$ 240.00	\$ 44,201.54	\$ 4,237.00	\$ 24,561.71
TOTALS	100%	100%	100%	100%	\$ 9,600.91	\$101,177.00	\$ 10,024.80	\$ 77,256.76

WORK ORDERS BY BUILDING

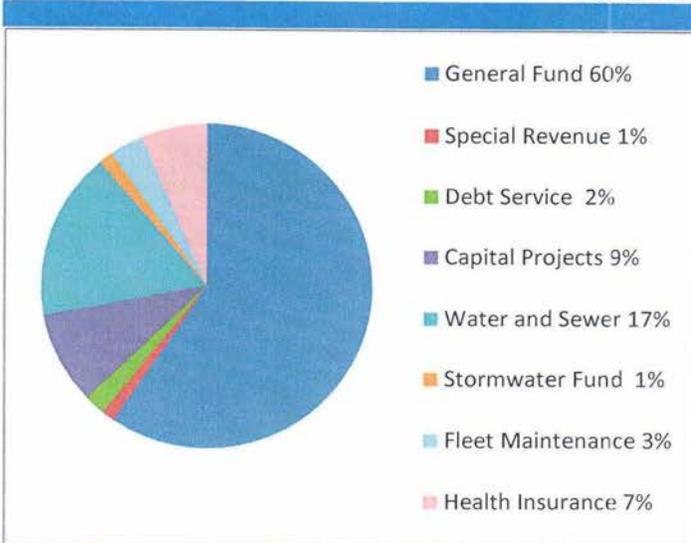
FACILITY	Apr-13	YTD	Apr-12	YTD
CITY HALL	8	70	8	66
EVENTS CENTER	5	43	7	76
EMPLOYEE HEALTH CLINIC	1	6	0	0
FLEET	2	10	1	9
FRANK EVANS MUSEUM	0	11	2	12
LIBERTY PARK	0	2	1	2
MUNICIPAL COMPLEX	12	51	4	39
PARKS BUILDING	1	16	3	14
POLICE DEPARTMENT	7	45	14	66
PUBLIC WORKS BUILDING	3	26	5	19
SPORTS COMPLEX	5	17	2	23
STATION #33	6	24	5	29
STATION #37	6	18	4	26
TENNIS CENTER	1	11	5	19
TRAILHEAD PARK	2	10	0	4
WATER TREATMENT PLANT	0	11	2	19
TOTALS	59	371	63	423

WORK ORDERS BY CATEGORY

FACILITY	Apr-13	YTD	Apr-12	YTD
APPLIANCES	3	17	2	22
DOORS - INT, EXT, & HARDWARE	8	23	4	28
ELECTRICAL	22	117	17	103
FIRE ALARM SYTEMS	0	4		2
FIRE SPRINKLER SYSTEMS	0	0	5	5
HVAC	4	21	2	31
JANITORIAL	1	12	4	14
MISCELLANEOUS	10	47	4	39
PAINT - INTERIOR & EXTERIOR	0	7	1	9
PEST CONTROL	0	7		7
PLUMBING	7	28	3	35
PREVENTATIVE MAINTENANCE	3	83	20	114
SECURITY SYSTEMS	1	4		8
SEPTIC TANKS	0	0		0
VENDING	0	1	1	6
TOTALS	59	371	63	423

City of Lake Mary Budget Snapshot as of April 30, 2013

(59.33% of fiscal year elapsed)



General Fund Revenues			
Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	\$ 5,943,112	\$ 5,768,606	97.1%
Franchise & Utility Taxes	6,081,614	2,949,266	48.5%
Business Tax Receipts	119,000	116,583	98.0%
Permits	855,415	774,139	90.5%
Fines & Forfeitures	47,686	66,878	140.2%
Intergovernmental	1,371,427	696,352	50.8%
Charges for Services	1,206,250	764,928	63.4%
Investment Income/Other	264,000	176,276	66.8%
Operating Transfers In	900,000	525,000	58.3%
Total Revenues	\$ 16,788,504	\$ 11,838,028	70.5%

General Fund Expenditures			
Expenditures	Budget	Year-to-Date	%
City Commission	\$ 94,797	\$ 50,291	53.1%
City Manager	484,962	230,630	47.6%
City Attorney	95,000	53,637	56.5%
City Clerk	213,963	114,051	53.3%
General Government	570,403	309,933	54.3%
Risk Management	15,550	11,898	76.5%
Finance	579,599	290,808	50.2%
Community Development	649,910	342,856	52.8%
Building	471,913	218,337	46.3%
Facilities Maintenance	347,013	159,522	46.0%
Police Operations	4,724,846	2,565,359	54.3%
Fire Combat	4,399,708	2,273,178	51.7%
Fire Prevention	333,661	173,568	52.0%
Support Services	918,590	468,471	51.0%
PW Admin & Engineering	218,008	117,339	53.8%
Streets/Sidewalks	442,428	217,242	49.1%
Parks & Recreation	1,614,774	845,114	52.3%
Events Center	378,981	181,856	48.0%
Senior Center	112,383	58,450	52.0%
Tennis Center	86,246	41,253	47.8%
Transfers Out	882,330	514,692	58.3%
Total Expenditures	\$ 17,635,065	\$ 9,238,485	52.4%
<i>Fund Balance Forward</i>	14,418,585	16,369,093	113.5%
Current Fund Balance	\$ 13,572,024	\$ 18,968,636	139.8%

Debt Service Funds			
Revenues	Budget	Year-to-Date	%
Transfers In	\$ 574,515	\$ 335,134	58.3%
Expenditures			
PIRRB Series 2007	\$ 292,672	\$ 292,672	100.0%
PIRRN Series 2012	\$ 179,257	\$ 179,257	100.0%

Special Revenue Funds			
Revenues	Budget	Year-to-Date	%
Impact Fees	\$ 330,962	137,464	41.5%
Cemetery Sales	4,000	1,000	25.0%
Fines & Forfeitures	12,455	10,058	80.8%
Investment Income/Other	5,130	3,653	71.2%
Total	\$ 352,547	\$ 152,175	43.2%

Expenditures			
	Budget	Year-to-Date	%
Training	\$ 18,000	\$ 15,702	87.2%
Operating & DARE	11,710	5,987	51.1%
Contributions	750	750	100.0%
Capital	112,014	108,362	96.7%
Heritage Park	25,000	8,050	32.2%
Cemetery Operations	9,175	2,264	24.7%
Total	\$ 176,649	\$ 141,115	79.9%
<i>Fund Balance Forward</i>	1,025,912	985,368	96.0%
Current Fund Balance	\$ 1,201,810	\$ 996,428	82.9%

Capital Projects Fund			
Revenues	Budget	Year-to-Date	%
Investment Income	\$ 11,000	\$ 7,588	69.0%
Grants	-	-	0.0%
Intergovernmental/Other	2,607,500	3,947	0.2%
Total	\$ 2,618,500	\$ 11,535	0.4%

Expenditures			
	Budget	Year-to-Date	%
Capital Projects	3,539,731	1,262,359	35.7%
Total	\$ 3,539,731	\$ 1,262,359	35.7%
<i>Fund Balance Forward</i>	1,023,405	2,696,267	263.5%
Current Fund Balance	\$ 102,174	\$ 1,445,443	1414.7%

Water and Sewer Fund			
Revenues	Budget	Year-to-Date	%
Water Sales	\$ 2,275,000	\$ 1,109,763	48.8%
Sewer Revenue	1,725,000	1,073,467	62.2%
Reclaimed Water	190,000	116,450	61.3%
Water Impact Fees	255,000	(2,559)	-1.0%
Sewer Impact Fees	110,000	(5,603)	-5.1%
Investment Income/Other	154,500	120,520	78.0%
Total	\$ 4,709,500	\$ 2,412,038	51.2%

Expenditures			
	Budget	Year-to-Date	%
Operating Expenses	1,631,697	759,133	46.5%
Capital Projects	485,000	154,217	31.8%
Wholesale swr/reclaimed	1,298,300	641,699	49.4%
Transfers Out	949,935	554,129	58.3%
Total	\$ 4,364,932	\$ 2,109,178	48.3%
<i>Beg Unrestrict Net Assets</i>	12,782,410	13,980,865	109.4%
Available Net Assets	\$ 13,126,978	\$ 14,283,725	108.8%

Stormwater Utility Fund			
Revenues	Budget	Year-to-Date	%
Stormwater Fees	\$ 378,320	\$ 120,219	31.8%
Interest/Other	5,000	3,112	62.2%
Total	\$ 383,320	\$ 123,331	32.2%

Expenditures			
	Budget	Year-to-Date	%
Operating Expenses	255,524	107,660	42.1%
Capital Projects	60,000	100,000	166.7%
Total	\$ 315,524	\$ 207,660	65.8%
<i>Unrestricted Net Assets</i>	524,891	879,946	167.6%
Available Net Assets	\$ 592,687	\$ 795,617	134.2%

Fleet Maintenance Internal Service Fund			
Revenues	Budget	Year-to-Date	%
Fleet Transfers & Income	\$ 950,211	\$ 437,316	46.0%
Expenditures			
Operating Costs	\$ 278,539	\$ 137,314	49.3%
Vehicle Purchases	\$ 575,500	\$ 509,780	88.6%

Health Insurance Internal Service Fund			
Revenues	Budget	Year-to-Date	%
Charges for Service/Other	1,833,775	993,704	54.2%
Expenditures			
Health Insurance Expense	1,432,775	536,772	37.5%
Health Clinic Expense	\$ 357,750	\$ 135,472	37.9%

City of Lake Mary, Florida
General Fund Revenues
As of April 30, 2013

Account Code	Description	2010 Budget	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Y-T-D	% FYTD
	Millage Rate	3.6355	3.6355	3.6355	3.6355	3.6355	3.6355	
311-10	Ad valorem tax	\$ 7,201,252	\$ 7,325,514	6,470,685	6,072,711	5,943,112	5,768,606	97%
	Franchise & Utility:							
313-10	Progress Energy - Franchise	1,229,400	1,390,771	1,283,358	1,224,950	1,219,190	532,055	44%
313-11	FP&L - Franchise	525,655	618,712	586,291	545,433	576,381	206,531	36%
313-40	Propane - Franchise	7,990	6,871	7,090	10,010	7,700	4,096	53%
313-70	Solid Waste - Franchise	380,590	398,317	402,902	419,745	420,000	246,840	59%
	Total Franchise	2,143,635	2,414,671	2,279,641	2,200,138	2,223,271	989,522	45%
314-10	Progress Energy - Utility	1,175,000	1,427,828	1,348,464	1,249,356	1,281,040	581,615	45%
314-11	FP&L - Utility	438,150	608,592	607,667	601,224	561,393	294,571	52%
314-20	Telecommunications	2,355,000	2,239,495	2,025,484	2,011,704	1,970,830	1,061,706	54%
314-80	Propane Gas - Utility	43,500	45,090	45,535	47,512	45,080	21,852	48%
	Total Utility	4,011,650	4,321,005	4,027,150	3,909,796	3,858,343	1,959,744	51%
	Total Franchise & Utility	6,155,285	6,735,676	6,306,791	6,109,934	6,081,614	2,949,266	48%
	Licenses and Permits:							
321-60	Business Tax Receipts	122,500	118,244	119,026	115,373	119,000	116,583	98%
322-10	Building Permits	469,750	446,621	501,449	851,192	755,000	730,591	97%
322-20	Electrical Permits	35,000	23,460	31,702	63,819	50,040	18,665	37%
322-30	Plumbing Permits	18,500	14,431	12,861	43,686	31,625	11,286	36%
322-40	Mechanical Permits	29,500	22,539	23,054	25,243	18,750	13,597	73%
	Total Licenses & Permits	675,250	625,295	688,092	1,099,313	974,415	890,722	91%
	Fines & Forfeitures:							
351-10	Court Fines	119,850	61,303	66,172	59,132	38,670	28,537	74%
351-30	False Alarm Fees	6,250	4,300	1,850	4,225	2,016	1,900	94%
351-50	Violation of Local Ordin.	1,200	6,174	12,901	7,810	7,000	36,441	521%
	Total Fines & Forfeitures	127,300	71,777	80,923	71,167	47,686	66,878	140%
	Intergovernmental:							
312-41	Local Option Gas Tax	207,753	216,519	204,746	224,965	244,939	122,512	50%
334-00	Grants	13,449	5,142	18,575	3,241	-	-	-
335-12	State Rev. Share/Gas Tax	247,957	257,351	268,887	275,591	282,494	155,360	55%
335-14	Mobile Home License	50	59	35	108	50	62	124%
335-15	Alcoholic Beverage Lic.	7,500	11,101	20,566	9,829	9,500	5,079	53%
335-18	1/2 Cent Sales Tax	801,368	801,704	795,364	800,438	824,124	410,429	50%
	Firefighter Supplement	-	11,730	10,580	11,200	10,320	2,910	28%
	Total Intergovernmental	1,278,077	1,303,606	1,318,753	1,325,372	1,371,427	696,352	51%

City of Lake Mary, Florida
General Fund Revenues
As of April 30, 2013

Account Code	Description	2010 Budget	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Y-T-D	% FYTD
Charges for Services:								
341-80	County Business License	12,500	12,368	12,665	10,715	11,000	8,576	78%
341-21	Zoning Fees	10,000	13,507	25,615	21,798	15,000	14,715	98%
341-22	Site Plan Fees	5,000	1,600	6,400	3,200	3,200	5,400	169%
341-22	Developer Bonus	-	17,000	-	-	-	-	-
342-10	Police Services	20,000	96,202	71,190	63,085	45,000	34,780	77%
342-60	Rescue Transport Fees	335,000	459,725	657,144	609,044	465,000	336,819	72%
347-10	Community/Events Center Rent	350,000	465,931	499,973	513,448	495,000	288,002	58%
347-30	Farmers Market	28,000	27,879	36,838	31,379	35,000	18,181	52%
347-40	Skate Park Fees	12,500	14,794	16,296	8,819	13,500	2,344	17%
347-45	Splash Park Fees	25,000	25,157	23,504	24,274	25,000	1,113	-
347-50	Park Rentals	700	990	675	630	800	675	84%
347-60	Sports Complex Rentals	24,000	22,620	24,658	27,330	25,000	16,914	68%
347-70	Softball Leagues	16,000	17,250	16,875	13,930	17,000	11,050	65%
347-80	Concession Revenues	9,500	11,619	5,444	679	1,750	1,303	74%
347-90	Tennis Center Revenues	55,000	56,801	52,204	50,231	54,000	25,056	46%
	Total Charges for Services	903,200	1,243,443	1,449,481	1,378,562	1,206,250	764,928	63%
Other:								
361-10	Interest	289,000	325,340	229,730	192,570	132,000	70,158	53%
363-10	Streetlighting	-	46,643	32,802	32,780	32,000	18,212	57%
364-00	Sale of Capital Assets	-	408	15,815	51,917	-	234	-
369-00	Other Miscellaneous Rev.	100,329	158,056	113,923	160,062	100,000	87,672	88%
	Total Other Revenue	389,329	530,447	392,270	437,329	264,000	176,276	67%
Transfers In:								
381-00	Transfers from W&S	850,000	850,000	850,000	850,000	900,000	525,000	58%
381-00	Transfers from Cemetery FD	-	-	-	125,000	-	-	-
	Total Transfers In	850,000	850,000	850,000	975,000	900,000	525,000	58%
	Total General Fund Revenue	17,612,193	18,685,758	17,556,995	17,469,388	16,788,504	11,838,028	71%
	Carry-forward Fund Balance	13,375,292	13,375,292	15,145,583	15,066,183	16,369,093	16,369,093	100%
	Total Available	\$ 30,987,485	\$ 32,061,050	\$ 32,702,578	\$ 32,535,571	\$ 33,157,597	\$ 28,207,121	85%

FINANCE DEPARTMENT
MONTHLY REPORT
April 2013

Purchasing/AP Activity	Apr-13	FYTD	Apr-12	FYTD
Purchase Orders Encumbered	17	281	30	251
Bids/RFPs Processed	1	4	1	3
Express Purchase Orders Processed	9	72	9	62
Express P.O. - Average \$ Value	\$210		\$239	
Checks Issued to Vendors	218	1,573	203	1,313
P-Card Transactions	253	1,794	233	1,547
P-Card Average \$ Value	\$190		\$122	

Accounting/Payroll Activity				
Journal entries Prepared and Posted	43	257	29	249
Items Deposited	2,875	21,065	3,100	22,286
Deposited Items Returned	4	30	4	31
Credit/Debit Card transactions	336	2,367	307	2,285
Credit/Debit Card Sales	\$43,355	\$310,846	\$29,134	\$289,931
Employees Paid	384	3,010	372	3,019

Utilities Activity				
Utility Refund Checks	0	143	2	104
Utility Turn-offs for Non-payment	15	138	16	118
Door Hangers for Non-pay prepared	74	846	135	878
Delinquent Letters Mailed Out	374	2,651	394	3,030
Utility Service Complaints Handled	27	151	15	173
Garbage Service Complaints Handled	12	78	12	50
Existing Utility Accounts Closed	86	469	68	419
New Utility Accounts Opened	69	453	65	428
Utility Bank Draft Customers	1,034		984	
Electronic Utility Payments	1,028		976	
Paperless Billing Customers	568		616	
Current Residential Water Customers	4,703		4,682	
Current Residential Sewer Customers	2,553		2,534	
Current Residential Garbage Customers	4,818		4,782	
Current Commercial Water Customers	443		442	
Current Commercial Sewer Customers	379		381	
Current Commercial Garbage Customers	242		247	

Items of Interest During Reporting Period



Lake Mary Police Department

MONTHLY REPORT - APRIL 2013

	FY 2013 APR	FY 2013 YTD	FY 2012 APR	FY 2012 YTD
Monthly Call Volume	4,759	31,230	4,339	30,849
Response Times (in minutes)				
Priority 1	3.6		2.53	
Priority 2	4.57		3.47	
Priority 3	8.13		6.71	

UCR Crimes				
Murders	0	0	0	0
Sex Offenses, Forcible	0	3	0	4
Robbery	1	1	0	1
Assault/Battery	8	60	1	32
Burglary	3	38	6	36
Theft, all other	20	126	14	130
Motor Vehicle Theft	0	5	1	6
Theft of Motor Vehicle Parts	0	5	2	8
Arson	0	0	0	0
D.U.I.	7	25	4	18

Total Arrests				
Adults	40	233	39	232
Juveniles	0	28	3	21

Traffic Calls				
Crashes	51	366	41	385
Criminal Citations	14	101	20	113
Citations- non criminal	439	2,610	320	2,096
Parking citations	4	54	9	125
K9 Deployments	7	41	1	27
Agency Assist; outside Jurisdiction	48	291	46	407

Alarms				
Total	76	587	85	473
Business	58	413		
Residential	18	201		

Total Responses to City Ordinance Violations				
	36	74	44	215



Lake Mary Police Department

IMPORTANT EVENTS

Patrol Division

The S.W.A.T. team and a select number of road patrol officers participated in the Special Olympics Torch Run that brings awareness to persons with disabilities. The officers completed a 13 mile run.

Patrol officers provided support for the City sponsored Family Fun Day, Wine Art Wednesday, the Trailblazer 5K Run and Relay for Life.

Our new K-9, Neso, and his handler, Pfc. Lena Delgenio, have completed 600 hours of specialized training, are certified, and are now on patrol in Lake Mary.

Criminal Investigations Division

Detectives Tomassi and Reguero were co-recipients of the Hugh Thomas Law Enforcement Officer of the Year Award for their outstanding efforts surrounding a child abuse case.

Investigators conducted surveillance on the basketball court at Lake Mary Ave. and Country Club Rd. in response to multiple petty thefts of cell phones and wallets.

Felony cases were cleared by arrest or request for warrant for:

- Aggravated Battery (occurred at Cheers)
- Felony Criminal Mischief (Clermont Avenue)
- Grand Theft (\$27,000 urns from Oaklawn Cemetery)
- Grand Theft from CVS Pharmacy

Major case follow-ups being conducted for Armed Robbery at Publix (Weldon).

Community Relations Division

Participated in Family Fun Day and provided the public with crime prevention materials and handouts.

Attended the 10th birthday celebration of Lake Mary Life Magazine.

Participated in Salute Our Military event sponsored by the Scottish Rite.

Support Services Division

Hosted two training sessions in April; Active Shooter and Crisis Negotiation.

Human Resources

April 2013 Report

Employment	04/13	YTD	04/12	YTD
Applications received/acknowledged	21	493	36	550
New Hire Orientations	1	21	2	19
Resignations/Terminations	1	15	1	14
Current Vacancies (FT/PT Employment Opportunities)	2	20	5	30
Positions filled in house	0	3	0	9
Positions filled outside	1	21	3	20
Surveys Conducted/Completed	3	18	8	61
Employee Evaluations	45	123	44	115
Employee Verifications	10	31	4	45
Personnel Actions Initiated	17	215	32	391
Grievances Filed	0	0	0	0
Employee Insurance Assistance	3	27	9	88
Current Full Time Employees	175		171	
Current Part Time Employees	20		17	
Special Projects				
Preparing for Open Rnrollment Meetings				
Insurance				
	04/13	YTD	04/12	YTD
On the Job Injuries - Medical Attention Required	0	0	3	12
On the Job Injuries - No Medical Attention Requirec	0	2	0	5
City Vehicle Accidents Reported - Under \$500	0	5	1	3
City Vehicle Accidents Reported - Over \$500	0	2	1	4
Loss/Damage Reports - Under \$500	0	6	2	10
Loss/Damage Reports - Over \$500	0	2	0	0
Damage to City Property by Others - Under \$500	0	0	0	0
Damage to City Property by Others - Over \$500	0	2	0	1
Liability/Claimant Incident Reports - Under \$500	0	0	0	3
Liability/Claimant Incident Reports - Over \$500	0	2	1	1
Special Hearings/Mediations	0	1	0	0

PUBLIC WORKS UPDATE

April 2013

Streets/Sidewalks – 432

1. 2013 asphalt paving program bid opening on May 9th.

Water Treatment – 434

1. 12-month average daily water demand 3.08 million gallons (8% less than previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.25, plant capacity 9.99 MGD.
2. Bid package complete to repaint elevated storage tank.
3. WTP building, ground storage tanks and air stripper towers painting project complete.

Water Distribution/Wastewater Collection – 435

1. Meter Change-out Program – Goal for 2013 is to change out 489 meters (41 per month), this is to keep track with a 12-year change out program. 230 meters have been changed out through May 3rd.
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 2012, ten more in 2013.

	Apr-13	FYTD	Apr-12	FYTD
Work Orders Completed	35	176	43	221
Sidewalks Repaired (Feet)	20	535	233	628
Street Signs Installed	11	92	11	86
Streets Paved (Miles)	0	0.40	0	0
Paved Streets Maintained (Asphalt - Tons)	2.50	42.25	1.50	14.75
Millions Gallons Treated	96.50	641.98	112.00	680.00
New Water Meters Installed	1	22	5	17
Waterlines Installed (Feet)	0	0	120	120
Waterline Breaks Repaired	23	94	11	64
Meters Exchanged	19	343	44	318
Turn-On/Turn-Off (Customer Request)	155	922	133	848
Turn-Offs/Non-Payment	15	138	16	118
Water System Dist. Valves Exercised	30	110	44	272
Vehicle Preventative Maint. Inspections	48	325	50	316
Vehicles/Equipment Serviced	87	623	87	555



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



Monthly Report

April 2013

Administration and Emergency Operations

We responded to 305 emergency alarms, had 143 transports, and logged over 942 hours of training.

Emergency Operations personnel had an additional 70 public contacts for sharps boxes, blood pressures, child car seat installations, public relations, etc.

Battalion Chief Toby Palmer was assigned as the Battalion Chief of Training and Safety.

We began the Battalion Chief testing to fill the vacant shift Battalion Chief position.

We have continued our monthly Leadership Training and received very positive feedback for the Officers and Firefighters.

Work was completed by the Fire Department on the new website.

Fire Prevention

Conducted 108 inspections and 74 plan reviews.

Attended/Instructed at Seminole County Juvenile Firesetter's Class.

Coordinated fire alarm hands on class for Emergency Operations at Marriott- x3 shifts.

Wrote an article for FFMIA.

Participated in website work group/training/writing new content and updating website.

Worked on interview material/process for P/T Inspector position.

Participated in Leadership Academy.

Public Education Events

14 commercial building - 911 checks

Participated in Family Fun Day – Sparky, table and engine display

Conducted a fire drill at CFE – 300 participants

Lake Mary Prep Health/Safety Fair – display/engine, Sparky – 120 participants

Woodbridge Block Party – table, engine, Sparky – 16 people

Station Tour – family of 3

**CITY CLERK'S OFFICE MONTHLY REPORT
APRIL 2013**

	FY 2013		FY 2012	
	APRIL 13	YTD	APRIL 12	YTD
MINUTES PREPARED (SETS)	1	12	2	14
ORDINANCES CREATED	0	0	0	2
ORDINANCES PREPARED	0	2	3	9
RESOLUTIONS CREATED	0	0	0	1
RESOLUTIONS PREPARED	0	3	3	13
PROCLAMATIONS PREPARED	6	20	4	19
PUBLIC HEARING NOTICES PUBLISHED	3	5	7	18
OCCUPATIONAL LICENSES				
NEW	15	176	30	165
RENEWALS	6	379	2	328
TRANSFERS	4	24	3	16
REVENUE GENERATED	\$1,105.00	\$34,668.00	\$1,603.75	\$29,524.25
INSPECTIONS OF BUSINESSES	0	0	0	0
BUSINESSES W/O LICENSE	0	0	0	0
REVENUE PAID BY UNLICENSED BUSINESSES	0	0	0	0
FOOD TRUCKS LICENSED (MONTHLY FOOD TRUCK CRAVE)	4	34	5	38
REVENUE GENERATED	\$200.00	\$1700.00	\$250.00	\$1840.00
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	4	22	8	31
RECORDS DESTROYED (CUBIC FEET)	0	0	0	0

Building Division Monthly Report April 2013

Community Development Department



TO: City Commission
 FROM: Joe Lancaster, Building Official
 Bobbie Jo Keel, Permit/Zoning Coordinator
 VIA: Jackie Sova, City Manager
 DATE: May 1, 2013

FY2012-2013 WORKLOAD DATA

BUILDING PERMITS ISSUED					BUILDING PERMIT VALUATIONS			
ACTIVITY - PERMIT TYPE	Apr-13	YTD	Apr-12	YTD	Apr-13	YTD	Apr-12	YTD
COMMERCIAL - NEW	1	1	0	0	\$19,771,104	\$ 19,771,104	\$ -	\$ -
COMMERCIAL - ALTERATION	4	22	5	33	\$1,106,167	\$ 2,169,113	\$ 474,435	\$ 1,892,370
RESIDENTIAL - NEW	6	25	10	19	\$1,301,988	\$ 5,072,570	\$ 22,190	\$ 1,888,390
RESIDENTIAL - ALTERATION	25	46	13	39	\$2,024,665	\$ 2,137,113	\$ 2,472,616	\$ 2,683,865
ELECTRICAL - NEW/ALTERATION	15	53	21	66	\$259,651	\$ 4,101,080	\$ 103,916	\$ 302,328
ELECTRICAL - TEMP/PREPOWER	3	8	17	22	\$300	\$ 800	\$ 17,000	\$ 17,370
MECHANICAL - NEW/ALTERATION	29	62	27	66	\$816,478	\$ 1,116,137	\$ 275,621	\$ 641,207
PLUMBING - NEW/ALTERATION	25	49	19	48	\$158,761	\$ 222,079	\$ 42,483	\$ 139,046
ROOFING - TILE, METAL & FLAT	0	7	0	1	\$ -	\$ 41,090	\$ -	\$ 17,600
RE-ROOFING	19	37	17	35	\$ 481,375	\$ 929,707	\$ 167,417	\$ 338,806
SWIMMING POOL	2	4	1	5	\$42,000	\$ 75,500	\$ 37,355	\$ 129,433
SCREEN ENCLOSURE	1	1	1	3	\$3,800	\$ 3,800	\$ 3,300	\$ 16,300
FENCE	7	19	9	15	\$ 21,976	\$ 45,286	\$ 16,135	\$ 44,499
SIGN	1	13	2	16	\$ 180	\$ 40,273	\$ 1,155	\$ 37,332
FOUNDATION ONLY	0	1	0	0	\$ -	\$ 186,180	\$ -	\$ -
DEMOLITION	0	3	0	0	\$ -	\$ 75,000	\$ -	\$ -
TOTALS	138	351	142	368	\$25,988,445	\$ 35,986,832	\$ 3,633,623	\$ 8,148,546

BUILDING INSPECTIONS PERFORMED				
TYPE	Apr-13	YTD	Apr-12	YTD
BUILDING	192	587	620	995
ELECTRICAL	81	248	275	458
MECHANICAL	21	98	75	177
PLUMBING	59	145	141	255
TOTALS	353	1078	1111	1885

FIRST STEP MEETINGS

1. Day/Spa-Wellness Center-120 E. Crystal Lk. Ave
2. Station Pointe-187 E. Crystal Lk. Ave

MAJOR PROJECTS

1. Fountain Parke
2. Enclave @ Tuscany
3. Verizon

Monthly Report – APRIL 2013

Community Development Department



TO: Mayor and City Commission
 FROM: Gary Schindler, City Planner
 VIA: Jackie Sova, City Manager
 DATE: May 16, 2013
 RE: Planning and Development Activity

FY2012-2013 WORKLOAD DATA

	FY2012		FY2013	
	APRIL	Total YTD	APRIL	Total YTD
Land Use Amendments	0	2	0	2
Rezoning	0	3	0	3
Conditional Use	0	4	0	4
Subdivisions/Plat	0	1	1	2
Site Plans	0	1	1	2
Variances	0	0	0	0
Vacates	1	1	0	1
Annexations	0	0	0	0
DRI Development Agreement & Amendments	0	0	0	0
PUD Development Agreement & Amendments	0	1	0	1
Development Agreements, New	0	0	0	0
DRC Reviews	1	2	2	4
Home Occupation Review	6	23	2	25
Business License Review	29	166	12	178
Arbor Permits (non-development related)	15	85	15	100
Zoning Verification Letters	0	5	3	8
Site Permits Issued	0	6	2	8
Building Permits Review	39	269	53	322
Number of Pages Scanned	0	0	0	0

Significant Meetings & Issues:

April 9 – Chris Mahnken regarding Station Pointe & The Forest Club HOA meeting
 April 10 – Station House DRC
 April 11 – reThink Survey Review meeting with City staff
 April 12 – Meeting with Debbie Beiger regarding Lake Mary Point Shopping Center signage & Website training
 April 17 – MetroPlan Bike Share Group meeting
 April 18 – Met with Terry Shaw regarding proposed Fountain View Office Building & Leadership Training
 April 19 – SunRail Transit Options meeting

April 23 – First Step meeting for a spa at 120 E. Crystal Lake Avenue

**April 24 – Grace United Methodist Church DRC meeting, Station Pointe First Step meeting, MetroPlan
Bicycle Pedestrian Advisory Committee meeting & UCF Advisory Board meeting**

April 25 – Planners Technical Advisory Committee

April 26 – MetroPlan Transportation Technical Committee