



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA**

THURSDAY, SEPTEMBER 05, 2013 7:00 PM

- 1. Call to Order**
- 2. Moment Of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: August 22, 2013**
- 6. Special Presentations**
- 7. Unfinished Business**
 - A. Ordinance No. 1494 - Amending sections 30.39, 91.70, 91.74, and 91.78 of the Code of Ordinances regarding code enforcement liens and Property Maintenance Code - Second Reading (Public Hearing) (Bruce Fleming, Sr. Code Enforcement Officer)**
- 8. New Business**

- A. IZON, LLC Application for Seminole County Jobs Growth Incentive (Jackie Sova, City Manager)**
- B. Ordinance No. 1495 - 2013/2014 Tentative Millage Rate - First Reading (Public Hearing)**
- C. Ordinance No. 1496 - 2013/2014 Tentative Budget - First Reading (Public Hearing)**
- D. Ordinance No. 1497 - Amending Chapter 150 Appendix C, Stormwater Management, providing for an increase in stormwater fees - First Reading (Public Hearing) (Dianne Holloway, Finance Director)**
- E. Interlocal agreement between the City and Seminole County for the Florida Yards & Neighborhoods Program (Bruce Paster, Public Works Director)**
- F. Resolution No. 923 - Providing policy regarding citizen participation in compliance with Florida Statute 286.0114 (Jackie Sova, City Manager)**

9. Other Items for Commission Action

10. Citizen Participation

11. City Manager's Report

A. Items for Approval

a. None

B. Items for Information

a. None

12. Mayor and Commissioners Report - (3)

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: September 19, 2013

1 MINUTES OF THE LAKE MARY CITY COMMISSION WORK SESSION held August
2 22, 2013, 5:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club
3 Road, Lake Mary, Florida.
4

5
6 The work session was called to order by Mayor David Mealor at 5:03 P.M.
7

8 Mayor David Mealor	Jackie Sova, City Manager
9 Commissioner Gary Brender	Carol Foster, City Clerk
10 Commissioner George Duryea	Dianne Holloway, Finance Director
11 Commissioner Allan Plank	John Omana, Community Dev. Dir.
12 Deputy Mayor Jo Ann Lucarelli	Steve Noto, Planner
13	Bruce Paster, Public Works Director
14	Bryan Nipe, Parks & Recreation Dir.
15	Randy Petitt, Human Resources Mgr.
16	Steve Bracknell, Police Chief
17	Craig Haun, Fire Chief
18	Mary Campbell, Deputy City Clerk
19	

20 I. Items for Discussion
21

22 A. Update on reThink and Lynx
23

24 Ms. Sova said we will hear from reThink about the survey information we discussed at
25 Strategic Planning. She introduced Courtney Miller and Nicole Masters of reThink, and
26 Diane Poitras of FDOT.
27

28 Courtney Miller, Program Manager for reThink, came forward and gave an update on
29 the survey (copy attached). She said reThink is a program of the Florida Department of
30 Transportation. She said it's called reThink because we ask people to rethink how they
31 get to work. We will talk about carpools, vanpools, riding the bus, biking, walking—all
32 the options to help people save money, decrease traffic, improve air quality, and
33 conserve natural resources.
34

35 Ms. Miller said staff reached out to us to survey the business communities within Lake
36 Mary with a special target of west of I-4 where there are tons of employees. There are
37 a lot of commute challenges because where you live is not where you work and you
38 spend a lot of money and time just trying to get to work.
39

40 Ms. Miller said the survey started in May and so far have had 534 responses. It is still
41 active because we are actively working with different employers and we intend to grow
42 these numbers, get more data, and see what we learn.
43

44 Ms. Miller said we usually just ask transportation questions but for the sake of what staff
45 was looking for we looked at demographics. The majority is female, age is 40 or older
46 (61%), education is Bachelor's Degree or higher (63%), household income was \$75,000

1 or more, majority is white, and no children in the household for the majority. We asked
2 that question because we talked to a lot of commuters and found that kids make it
3 difficult because of daycare or after school activities which makes it hard to rethink your
4 commute.

5
6 Ms. Miller said 95% of the folks that responded to the survey drive alone to work. To
7 give some perspective, the national trend is 75% drive alone to work.

8
9 Ms. Miller said we asked where people work and 44 businesses were represented and
10 the highest was Hartford Insurance. Pershing is a big one with about 800 folks but also
11 AAA, CSE and AECOM.

12
13 Ms. Miller said they asked which station is closest to your home. With this question was
14 paired the system map so you can get a sense of where it was. A lot of people in Lake
15 Mary are pretty close (about 40%).

16
17 Ms. Miller said they looked at how travel times on SunRail compare to your current
18 commute and how the cost of a SunRail pass compares to your current commute. We
19 provided them with the estimated travel time between station to station and the pass
20 information for SunRail. About 41% said it would be quicker or about the same and
21 cheaper or about the same.

22
23 Ms. Miller said we get people on or off the train here and we asked how people get to
24 their final destination. We have Link 45 and we presented them with a map. We asked
25 if they had ever been on a Lynx bus and 76% said no. Eighty percent didn't even know
26 the service was there. Based on the current service area and knowing there will be at
27 least one bus connection from the SunRail station, we asked would you get on the bus.
28 Seventeen percent said yes but 85% said they cannot because it doesn't go where they
29 work or they will not. We are up against that perception issue when it comes to public
30 transportation.

31
32 Ms. Miller said we talked about cost. We set it up getting people to think how much they
33 pay for gas and tolls each month. Sixty percent spend more than \$100 per month. We
34 asked do you have a car payment and about half said the car is paid off. About 87%
35 said Insurance was at least \$50 a month.

36
37 Ms. Miller said we asked how often people go home from work early. It was interesting
38 because of our emergency ride home. If an unexpected emergency comes up, your
39 carpool partner will not be able to get off work to take you home. We will reimburse for
40 an emergency ride home whether it be a taxi, rental car, or a spouse coming to pick you
41 up. We reimburse up to four times a year up to \$150 each time.

42
43 Ms. Miller said we asked if SunRail was a viable option and 36% said yes. We asked
44 the folks who said no what would it take and 42% want shuttles. They want to be
45 dropped off at the front door. They don't want to get off at International Parkway and
46 have to hike a half mile to get to their door. Discounted passes are also out there and

1 we talked about incentives such as discounts at local businesses. Employers offering a
2 pre-tax benefit is an option on the table where you set aside you own money and can
3 save money at tax time. They can put a little on the table and they get a dollar for dollar
4 tax deduction up to \$245 a month for each person.
5
6 Ms. Miller said we will continue outreach. Nicole Masters has been actively reaching
7 out to employers west of I-4 and the Rinehart area and would be happy to answer
8 questions. We want to know from you what our next steps are. We built on the survey
9 data and were able to tabulate. We are very interested in what we do with this
10 information.
11
12 Mayor Mealor asked Ms. Miller if she had done similar survey data elsewhere.
13
14 Ms. Miller answered affirmatively. We are working with the City of Maitland. We also do
15 site specific surveys.
16
17 Mayor Mealor asked how that data compared with what we just saw as it relates to
18 willingness to utilize SunRail and/or Lynx or a shuttle service.
19
20 Ms. Miller said that 60/40 split is replicated in many of these surveys. The Maitland one
21 is still open and we have one open with the Winter Park Chamber of Commerce and
22 was seeing that 60/40 split a lot and that is 40% will ride. Shuttles have a distinct
23 image. They want a hired driver to give personalized service and higher level
24 experience than a bus. We see that replicated in all the different communities and work
25 sites.
26
27 Commissioner Plank asked if this was strictly a survey of businesses.
28
29 Ms. Miller answered affirmatively.
30
31 Commissioner Plank asked if there were plans to survey residents to find out who
32 doesn't work in Lake Mary and if they would use SunRail.
33
34 Ms. Miller said city staff has been thinking along those lines. We have that open and
35 have 300 responses so far. Two hundred fifty were on line and 50 from a WineArt
36 event. We heard a lot from the people who live in the area. We will be at other
37 community events such as the Farmer's Market to get more info.
38
39 Commissioner Brender asked what surprised them the most.
40
41 Ms. Miller said how many people live really close. Forty percent of the trips people
42 make are two miles or less and 90% of those trips are by car. When you talk to people
43 you can ask them questions.
44
45 Commissioner Brender said we are looking at 40,000 people in Heathrow going to work.
46 He asked Ms. Miller the comeback rate and how many she would expect.

1
2 Ms. Miller said the survey wasn't statistically accurate. We didn't do a proper sampling
3 and these were people coming to us. She said maybe 1%. We look at national trends
4 and the number of people using public transportation anywhere. It is a smaller number
5 but is a number she can handle because it will be less seed money to get a shuttle
6 going. We can start small. Small sometimes means affordable.
7
8 Commissioner Brender said we could be looking at 400 to 500 people that would show
9 up at SunRail trying to get over to Heathrow.
10
11 Ms. Miller said if we can educate them to be begin with that that seat is available.
12
13 Commissioner Brender said they are not interested in hiking across that quarter mile
14 parking lot to the door—they want the door.
15
16 Mayor Meador said Ms. Miller was saying they weren't surprised at the 40/60 split but we
17 are seeing it somewhat consistently. He said he had not taken field trips to other
18 venues where there have been success stories. He asked Ms. Miller if their entry point
19 mirrored what she was seeing right now.
20
21 Ms. Miller said she would do some research and find out. We hear the success stories
22 but was it instantly a success.
23
24 Mayor Meador said we are making a significant investment on an activity that we plan to
25 be successful. While some data may be discouraging as presented this evening, it may
26 be anticipatory and better outcomes expected down the road once something is in
27 place. He said if she could share through staff or the City Manager would be
28 appreciated.
29
30 Ms. Sova said next up is Lynx.
31
32 Michael Knispel, Service Planner with Lynx, came forward. He said Stewart Boggs was
33 requested on other business by the CEO. Several months back staff contacted Lynx on
34 how we thought we could best serve the Lake Mary community once SunRail goes live.
35 It was twofold question because you are going to have the large business centers and a
36 lot of people coming into Lake Mary to go to work and you have a large residential
37 population going to work. We are hoping they take the SunRail. The City is making a
38 large investment in the transit mode.
39
40 Mr. Knispel said currently Lake Mary service is one route. It is Link 45 that runs from
41 the Walmart Center on 17-92 to Seminole State College with a little dog leg that goes
42 down to the former Workforce of Central Florida. We have hourly service for 14-3/4
43 hours a day so it's not a service you want to rely upon to get you where you need to go.
44
45 Mr. Knispel said we have quite a few stops with average ridership of 10 to 20 people per
46 day. Near Seminole State there is a housing complex east of the tracks and shopping

1 plazas on Rinehart and near Lake Emma Road. There is a major apartment complex
2 where we get a lot of ridership on Lake Emma at Sand Pond Road. Those are our
3 major concentrations of riders. Most of those are transit dependent. We don't carry
4 those people that have options because of the nature of the service they choose to take
5 their cars.
6

7 Mr. Knispel said there are a lot of things coming up in the future: SunRail, I-4
8 construction, certain demographic changes, Verizon call center, more people moving
9 into the area, there is expansion all over Seminole County, so the need for transit is
10 going to increase because the roads can't handle the capacity.
11

12 Mr. Knispel said some of the assumptions we make when considering new routes and
13 services is future services are not currently budgeted. Lynx gets a stipend to keep
14 services operating at a bare minimum to serve people we currently serve. We are not
15 expected to go further whether or not the need or desire is there. A lot of our future
16 services are based on land use and demographic patterns. We have had quite a few
17 studies done over the last few years. We had a short range plan done. Our Lynx 2030
18 was completed a couple of years ago. We are in the second year of our new TVP, and
19 we are in the process of having the comprehensive operations analysis done and will
20 have new recommendations on service standards.
21

22 Mr. Knispel said what we are looking at for the future consists of Link 45 being extended
23 west to Ronald Reagan Boulevard, Sanford and Maitland past the Educational
24 Leadership Center which would be a new employment center we would begin serving
25 and also extend it north to Heathrow at 46A and International Parkway to help better
26 serve the business corridor on International Parkway. We are also proposing an
27 extension of our 46W route that starts in Sanford to extend it to the Lake Emma Loop to
28 streamline Link 45 to get people from SunRail to the International Corridor where they
29 would be going to work.
30

31 Mr. Knispel said one of his favorite recommendations is the circulator/Neighbor Link
32 combination. It is a new hybrid service that Lynx would offer to Lake Mary. In the
33 morning hours between 6:00 and 9:00 you would have a circulator that starts at SunRail
34 and would operate in a counterclockwise direction to get people from SunRail to the
35 business corridor on Primera Boulevard and the Sand Pond Road Loop. It would then
36 begin serving the residential areas to get people to the SunRail station. That would
37 operate four hours in the morning and four hours in the afternoon in a clockwise
38 direction to get people from SunRail to their houses and then pick up in the business
39 districts and get them back to SunRail so they can go home. During the day that same
40 bus would operate as the Neighbor Link service where people would call two hours
41 ahead and get picked up and dropped off anywhere within the defined geographic area
42 on the map. We will have the subscription based service if somebody on a regular
43 basis goes from their home on Country Club Road and they need to go to Panera Bread
44 they can have that subscription set up every day to get to work and get home.
45

1 Mr. Knispel showed recommendations that are coming out of their comprehensive
2 operations analysis of how the service in Sanford would look. We wanted to include this
3 to give a picture of how service in Lake Mary would tie into service in Sanford. We
4 would connect you to Sanford service at the SunRail station and at a new transfer
5 center which would be created as a result of our Link 46E, a new route 109, and the
6 Link 45. You would have comprehensive service throughout the area that would get
7 people to SunRail, to the employment districts, and also function as a shuttle for folks
8 who need to go to medical appointments and employment during the day in the general
9 Lake Mary area.

10
11 Mr. Knispel said nothing goes without a cost. The Link 45 currently operates six days a
12 week for 14-3/4 hours. This would increase the amount of hours we operate and the
13 costs associated with it annually. The circulator/Neighbor Link would operate for less
14 hours because it is only operating 30 minutes in the morning, 30 minutes in the
15 afternoon, and then hourly during the day. On Saturday it would operate as a Neighbor
16 Link service to get people back and forth and allow them access to areas that they can't
17 get to because of the nature of the road network. Combined services in Fiscal Year '14
18 would be \$1 million and \$1.33 in Fiscal Year '15.

19
20 Commissioner Brender asked what is ridership was like now. He asked if there was a
21 daily rate.

22
23 Mr. Knispel said there was an average ridership for Link 45 but did not have that with
24 him but could get it to staff in the morning.

25
26 Commissioner Duryea asked the time it takes to go from the SunRail station up to the
27 business center or Primera on the circulator.

28
29 Mr. Knispel said it shouldn't take more than 10 to 15 minutes to get them from the
30 SunRail station to Primera Boulevard.

31
32 Commissioner Duryea said there were no other stops.

33
34 Mr. Knispel said it would operate as an express on that corridor. It would not stop for
35 pickups. It would stop for drop-offs. The nature of the service the way it was designed
36 is that anybody who wanted to get on the vehicle to go to SunRail would either get on
37 Link 45 traveling in the eastbound direction or get on the circulator on the opposite end
38 of the circle when it is going down Lake Emma.

39
40 Commissioner Brender asked if there was survey data that tells you if this proposal
41 goes forward you would have some amount of ridership.

42
43 Mr. Knispel said we know the existing ridership is there. Is there a latent amount? We
44 are sure there is but the amount we don't know. With our COA there is the possibility
45 they did surveys in that area to find out where people want to go but that hasn't been
46 released to us yet.

1
2 Commissioner Plank asked if the \$1 million mentioned was inclusive of the current Link
3 45 service or is that in addition to.
4
5 Mr. Knispel said it was inclusive. The Link 45 would be extended and the whole
6 package is being included in this so it would be from beginning to end in between Lake
7 Mary Road and Ronald Regan and the Verizon call center.
8
9 Commissioner Brender asked the time from Ronald Reagan to the Verizon call center.
10
11 Mr. Knispel said approximately 45 minutes with stops and morning traffic. From
12 SunRail to the end of the line would take 20 to 25 minutes.
13
14 Commissioner Brender said that would be the regular Link 45 and would be stopping at
15 those five or six stops on Lake Mary Boulevard.
16
17 Mr. Knispel said that was correct.
18
19 Ms. Sova asked the projected start date for these rearranged routes.
20
21 Mr. Knispel said pretty much at your will. We do service changes three times a year in
22 December, April and August. We are projecting to implement some significant changes
23 to serve SunRail. The current Link 45 alignment concluded in April. Without these
24 changes mentioned, the current Link 45 will be deviated to go into the SunRail station
25 and come out as part of the package we are putting together for SunRail It wouldn't be
26 extended and the frequency would only be during peak periods when SunRail is in
27 operation.
28
29 Ms. Sova said she knew SunRail is contributing additional buses for each of the stops.
30 She asked if they were subsidizing any costs for any period of time.
31
32 Mr. Knispel said that was not his area of expertise and could not answer that question.
33 They are contributing to some of our operational expenses for some of the extensions
34 but how significant those contributions are he couldn't say.
35
36 Commissioner Brender said through current funding that you have you plan to include
37 the SunRail station into link 45 at your current "whatever" that is being paid now.
38
39 Mr. Knispel said that is going to be one of SunRail's contributions. The initial concept
40 was for it to serve Lake Mary on Country Club Road but in discussion with staff it has
41 been altered to have it go up Palmetto and serve the station and then come back down.
42
43 Mayor Mealor relinquished the gavel to Deputy Mayor Lucarelli at this time (5:37 P.M.)
44 and left the meeting.
45

1 Ms. Sova said in your timing in the analysis, in particular drop-offs and pick-ups on
2 International Parkway, she asked Mr. Knispel if he knew how many planned stops you
3 have and where they are planning the stops because there are a couple of businesses
4 that are much larger than the Verizon Center of Excellence. There are a lot of big
5 buildings along that stretch of road with a lot of employees.

6
7 Mr. Knispel said we are engaged in having a comprehensive operating analysis
8 performed and are going to receive new service standards and some of those standards
9 are going to be bus stop placement and the distance between bus stops in different
10 corridors. It may result having extra bus stops on International Parkway. It could also
11 wind up having some stops removed from the Lake Mary corridor to improve operational
12 efficiencies.

13
14 Ms. Sova asked the timetable to have that information.

15
16 Mr. Knispel said he could have that information along with the ridership in the morning.

17
18 Ms. Miller said that million dollar number is shocking and asked to give some
19 information on a more economical middle ground. Lynx has a vanpool program that
20 traditionally is for longer commutes for folks going 20+ miles each way to work. They
21 lease a vehicle directly from Lynx, the group drives it, and they set their own schedule
22 and route. They go where they need to go when they need to go there. The rate for a
23 10 passenger is \$510 a month. It is a new vehicle and includes maintenance,
24 insurance, roadside assistance. The group splits the cost of gas and tolls.

25
26 Ms. Miller said here is something Lynx can do and is in between vanpooling and private
27 shuttles. You use a vanpool vehicle and is an alternative to the agency van. Instead of
28 one trip in the morning and one trip in the afternoon you do multiple trips. It is \$525 a
29 month but doesn't include insurance because multiple trips mean more chances of
30 something happening. Lynx is working on a bundled package and for about \$700 a
31 month you get that vehicle, insurance, maintenance, and roadside assistance. That
32 commuter group coordinates it. Starting small means more economical and
33 manageable and maybe that's how we get a sense of who would ride in a future
34 circulator and future express bus and fill the gap in the meantime.

35
36 Mr. Knispel said that million dollar price tag comes with enhanced frequency. You are
37 looking at a 30-minute frequency on a corridor that currently receives a 60-minute
38 frequency. It improves the picture all around.

39
40 Commissioner Plank said the 30-minute was only a portion of the day.

41
42 Mr. Knispel said if this proposal is ignored then SunRail picks up the tab for 30-minute
43 frequency in the AM peak and PM peak. This is not inclusive of any contributions
44 SunRail would make. The cost of operating the service would be the number we
45 presented absent any SunRail contributions.

1 Commissioner Brender asked how much Seminole County was paying for Link 45 now.
2
3 Mr. Knispel said he didn't know but guessed around \$300,000 for the current level of
4 service.
5
6 Mr. Noto said the reThink survey validated all the work that's gone into planning the City
7 over the years and how many people live here and work here. It sums up the work, live,
8 and play.
9
10 Commissioner Plank said it appears with that kind of percentage being local he thought
11 it is very important to get comparative figures. We have seven years before we have to
12 pay the bill. We need to get the numbers for who lives here but works elsewhere and
13 who lives elsewhere but works here. That appears to be our primary market for SunRail
14 and the connections.
15
16 Ms. Miller said we will pull additional data. To tag along on live, work and play, that is
17 fantastic and is what the change in demographics want. If everyone is doing those
18 things in a car it is still traffic, air quality, and affects quality of life.
19
20 There being no further business, the work session adjourned at 5:47 P.M.
21

DRAFT

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held August 22, 2013,
2 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road, Lake
3 Mary, Florida.

4
5
6 I. Call to Order
7

8 The meeting was called to order by Mayor David Mealor at 7:05 P.M.
9

10 II. Moment of Silence
11

12 III. Pledge of Allegiance
13

14 IV. Roll Call
15

16 Mayor David Mealor
17 Commissioner Gary Brender
18 Commissioner George Duryea
19 Commissioner Allan Plank
20 Deputy Mayor Jo Ann Lucarelli
21

Jackie Sova, City Manager
Carol Foster, City Clerk
Dianne Holloway, Finance Director
John Omana, Community Dev. Dir.
Bruce Paster, Public Works Director
Bryan Nipe, Parks & Recreation Dir.
Randy Pettitt, Human Resources Mgr.
Steve Bracknell, Police Chief
Bruce Fleming, Sr. Code Enf. Off.
Craig Haun, Fire Chief
Katie Reischmann, City Attorney
Mary Campbell, Deputy City Clerk
22
23
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28

29 V. Approval of Minutes: August 8, 2013
30

31 **Motion was made by Commissioner Brender to approve the minutes of the**
32 **August 8, 2013, meeting, seconded by Deputy Mayor Lucarelli and motion carried**
33 **unanimously.**
34

35 Mayor Mealor recognized students from the University of Central Florida's College of
36 Nursing. Any group is welcome here and if there is any way the City Commission or
37 City Manager may be helpful do not hesitate to contact us.
38

39 VI. Special Presentations
40

41 A. Certificate of Recognition presented to Deputy Mayor Jo Ann Lucarelli on
42 behalf of the Florida League of Cities
43

44 Mayor Mealor said this Certificate of Recognition is presented to Deputy Mayor Jo Ann
45 Lucarelli on behalf of the Florida League of Cities. We are honored that representing

1 the Florida League of Cities is a fellow colleague from the City of Apopka, Ms. Kathy
2 Till.

3
4 Kathy Till said she was present on behalf of the Florida League of Cities. She
5 recognized Jackie Sova who attended their round table this afternoon with State
6 Representative Mike Clellan. We had a good productive meeting. She said Ms. Sova
7 has been very involved in those meetings and thanked her for her participation.

8
9 Ms. Till said about a year ago the League asked her to lead a pilot project where we
10 developed a team of advocates in the tri-county region. This project is based on a
11 model by the League of California cities that is similar in size and demographics to the
12 State of Florida. It is a program they have had for many years and it has been very
13 successful, and the League decided it was time to start doing that in the State of
14 Florida. We work with a group of local elected officials and they become our team of
15 advocates to work with our state legislators. Part of what they do is help create
16 strategies and to build relationships with those legislators. When called up they make
17 the phone calls, send out the e-mails, they go to meetings, attend round tables, and are
18 very involved in the advocacy process. We have been focusing on building those
19 relationships so when the legislators go to Tallahassee that the decisions they make are
20 informed decisions and they know the impact they will have on the local communities.
21 We also do that so when one of our team members needs to reach out to the legislators
22 they know them very well and they can call them and those phone calls are accepted
23 and responded to and we get the ear of the Legislature.

24
25 Ms. Till said Deputy Mayor Lucarelli has been involved in this project since its inception.
26 She has been an integral part of helping us develop those strategies as well as being on
27 call to respond to the call to action when we needed her. Yesterday she presented
28 them with a fantastic idea which they are going to implement and that is we are going to
29 have a virtual brown bag lunch. We are doing that in response to our annual
30 conference that the League just had. We couldn't get to all the workshops so we
31 divided and conquered and everybody went to different workshops. Her
32 recommendation is that each of us share what we learned with the rest of the team.

33
34 Ms. Till presented to Deputy Mayor Jo Ann Lucarelli a plaque on behalf of the Florida
35 League of City to recognize her excellence in advocacy for the past year. We look
36 forward to working with her in the coming years. Ms. Till read the plaque:

37
38 Certificate of Advocacy Excellence presented by the Florida League of
39 Cities to Deputy Mayor Jo Ann Lucarelli, City of Lake Mary Tri-County
40 Advocacy Team member, in honor of your excellence in exemplifying the
41 highest standard advocacy service in the fight for home rule, the Florida
42 League of Cities thanks you for your service and continue support.

43
44 Ms. Till said the plaque was signed by the current president, P.C. Wu, council member
45 from the City of Pensacola.

1 VII. Unfinished Business

2
3 A. Ordinance No. 1491 – Amending Police Officers’ Retirement System –
4 Second Reading (Public Hearing) (Jackie Sova, City Manager)

5
6 The City Attorney read Ordinance No. 1491 by title only on second reading.

7
8 Ms. Sova said this action will bring the plan into compliance with the Internal Revenue
9 Code and also delete the words “administered by national or state bank” in the
10 investment section so that it can provide some investment flexibility for the plan.

11
12 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1491. No
13 one came forward and the public hearing was closed.

14
15 **Motion was made by Deputy Mayor Lucarelli to approve Ordinance No. 1491 on**
16 **second reading, seconded by Commissioner Brender and motion carried by roll-**
17 **call vote: Commissioner Brender, Yes; Commissioner Duryea, Yes;**
18 **Commissioner Plank, Yes; Deputy Mayor Lucarelli, Yes; Mayor Mealor, Yes.**

19
20 B. Ordinance No. 1492 – Amending Firefighters’ Retirement System – Second
21 Reading (Public Hearing) (Jackie Sova, City Manager)

22
23 The City Attorney read Ordinance No. 1492 by title only on second reading.

24
25 Ms. Sova said this changes the Firefighters’ Pension Plan to be in compliance with the
26 Internal Revenue Code and delete the words “administered by national or state bank” to
27 the investment section for flexibility to the plan.

28
29 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1492. No
30 one came forward and the public hearing was closed.

31
32 **Motion was made by Deputy Mayor Lucarelli to approve Ordinance No. 1492 on**
33 **second reading, seconded by Commissioner Brender and motion carried by roll-**
34 **call vote: Commissioner Duryea, Yes; Commissioner Plank, Yes; Deputy Mayor**
35 **Lucarelli, Yes; Commissioner Brender, Yes; Mayor Mealor, Yes.**

36
37 C. Ordinance No. 1493 – Amending Chapter 150, Appendix C, Stormwater
38 Management, providing for clarification of stormwater management fee billing
39 methodology – Second Reading (Public Hearing) (Jackie Sova, City
40 Manager)

41
42 The City Attorney read Ordinance No. 1493 by title only on second reading.

43
44 Ms. Sova said this brings the ordinance into compliance with our current billing and
45 provides for additional definitions of items that we do bill.

1 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1493. No
2 one came forward and the public hearing was closed.

3
4 **Motion was made by Commissioner Plank to approve Ordinance No. 1493 on**
5 **second reading, seconded by Commissioner Brender and motion carried by roll-**
6 **call vote: Commissioner Plank, Yes; Deputy Mayor Lucarelli, Yes; Commissioner**
7 **Brender, Yes; Commissioner Duryea, Yes; Mayor Mealor, Yes.**

8
9 VIII. New Business

- 10
11 A. Ordinance No. 1494 – Amending Sections 30.39, 91.70, 91.74, and 91.78 of
12 the Code of Ordinances regarding code enforcement liens and Property
13 Maintenance Code – First Reading (Public Hearing) (Bruce Fleming, Sr. Code
14 Enforcement Officer)

15
16 The City Attorney read Ordinance No. 1494 by title only on first reading.

17
18 Bruce Fleming, Sr. Code Enforcement Officer, came forward. Recently the Florida
19 Supreme Court held a ruling that invalidated municipal and county code enforcement
20 liens with provisions that rendered the lien co-equal or superior to all other liens. That
21 proposes amending Sections 30.39, 91.70, 91.74, and 91.78 and removing the wording
22 that our ordinance has that gives our code enforcement liens superiority over other
23 liens.

24
25 Mr. Fleming gave some history of what transpired and the court's thinking and decision
26 making process as it relates to this particular provision for this aspect of our code. It
27 involved the City of Palm Bay versus Wells Fargo, a mortgage company. It was for a
28 foreclosed property. After years of dealing with code enforcement issues that were
29 associated with the property, a code enforcement board found that the property owners,
30 including the bank, had violated the code of ordinances and thereby established a
31 municipal lien against the property. At the conclusion of the foreclosure, Wells Fargo
32 Bank contested the city's position as it relates to the code enforcement lien being co-
33 equal to the mortgage on the property. They filed an appeal of that provision to the
34 Supreme Court. The Supreme Court heard the arguments from the city as well as the
35 mortgage company, and in this particular case the Supreme Court struck down all
36 provisions that related to code enforcement whereby a code enforcement lien was
37 considered or classed as co-equal to a mortgage.

38
39 Mr. Fleming said basically they went under the concept of first in first out. If the code
40 enforcement lien pre-dates the establishment of a mortgage on a property then it can
41 remain as superior. However, if a mortgage is on a property and a code enforcement
42 lien comes subsequently then that code enforcement lien cannot be classified as co-
43 equal. With that the Lake Mary Code of Ordinances that were cited contained that
44 provision making the code enforcement liens in Lake Mary co-equal to all state, county,
45 municipal tax liens and superior in dignity to all other liens until paid. Consistent with

1 Supreme Court ruling and determination, these sections of the Code of Ordinances
2 should be amended to reflect the court's ruling by removing the co-equal provision.
3

4 Mr. Fleming said staff requests that the Commission adopt the entire International
5 Property Maintenance Code. About a year ago, staff had requested and was approved
6 to adopt Chapter 1 of the International Property Maintenance Code. Since that time a
7 review of the provisions of the International Property Maintenance Code as it relates to
8 the Lake Mary Property Maintenance Code. We have determined that it is in the best
9 interest of the health, safety and welfare of the residents of Lake Mary and to ensure
10 that structures are safe, sanitary, and fit to occupy and use, we should adopt the
11 International Property Maintenance Code. It is a stricter standard that we would like to
12 be in place for the City of Lake Mary.
13

14 Mr. Fleming said we would like to amend Section 91.78(A) of the Code of Ordinances to
15 provide that notices that are required in code enforcement matters or in accordance with
16 Florida Statute 162.12, as it may be amended from time to time, and 91.78 of the Code
17 be amended that the notice has to go the name and address of the property owner
18 according to the records of the county tax collector or to any other address provided by
19 the property owner, in writing, to the local government for the purpose of receiving
20 notices, and 91.78(C) requiring the property owners remedy, correct, or remove a
21 violation within ten days. Currently our ordinance allows 15 days for things like cutting
22 grass or removing debris, junk and trash. We would like to be more consistent with the
23 ordinance and require that it be removed within ten days. There is already a portion of
24 our Property Maintenance Code whereby a mortgage company is required to register a
25 vacant, abandoned, or foreclosed property with the city clerk's office within ten days. In
26 order to build consistency, we propose that we have the same provision for the
27 requirement of removing the violations.
28

29 Commissioner Brender asked if the Supreme Court took home rule and gave it a heave-
30 ho.
31

32 Ms. Reischmann answered affirmatively and many cities filed a Friends of the Court as
33 her firm and the League of Cities did. The court said what the cities had done was
34 against state law. There is nothing in 162 which is the statute on code enforcement.
35

36 Commissioner Brender asked Mr. Fleming if he sensed this would make any major
37 difference in how we operate.
38

39 Mr. Fleming answered negatively. The enforcement protocol shall remain consistent
40 with how it has always been. The only area of concern as it relates to the Supreme
41 Court's decision is when dealing with a foreclosed property and establishing a lien and
42 as a lien begins to build, at the foreclosure that lien is wiped out. That is an area of
43 concern, that is an area that we in my profession are hopeful the Legislature will
44 address at some point in the future but going forward from this point, we will continue to
45 enforce the code the same way we always have.
46

1 Commissioner Brender asked if this was something we should be looking at the
2 Legislature to fix.

3
4 Ms. Reischmann said in actuality there is a fix that happens by virtue of the fact that the
5 title companies don't want to issue title policies when there is a code lien even if the
6 final judgment wipes it clean because it is still sitting there. Cities frequently have title
7 companies calling to ask for a release of lien and at that point you can say why do you
8 need a release of lien if you have all these wonderful legal protections and then they will
9 say because we aren't totally satisfied with the final judgment of foreclosure wiping out
10 our code lien. At that point you can negotiate to get the property brought into
11 compliance or get some payment on the code lien.

12
13 Commissioner Plank asked if the title companies were under a legal obligation to do
14 that or is it they just want everything to be neat.

15
16 Ms. Reischmann said they don't want to have to insure a title that has a code lien on it
17 even if the final judgment supposedly wiped it out.

18
19 Commissioner Plan said once we go into foreclosure the City Manager has the ability to
20 negotiation adjustments on liens that we have. If we refuse to make an adjustment then
21 legally that doesn't preclude the title company from proceeding under the change.

22
23 Ms. Reischmann said the title company doesn't want to issue the title policy if they think
24 there might be a claim from the city at some point in the future because of the lien. The
25 title company is always going to have that concern. They can write a title policy with an
26 exception for the city's code lien but who wants to get a title policy that has an exception
27 for a \$100,000 code lien.

28
29 Commissioner Plank asked Ms. Reischmann if she felt we still had leverage.

30
31 Ms. Reischmann answered affirmatively.

32
33 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1494. No
34 one came forward and the public hearing was closed.

35
36 Commissioner Brender asked if the International Property Maintenance Code was a
37 stricter code than our current code and what are we signing into and are we signing out
38 to any kind of organization any kind of authority.

39
40 Mr. Fleming said the way we intend for it to work is that we will continue to administer
41 the Lake Mary Property Maintenance Code. In rare cases with exceptional difficulties
42 we will invoke and use the International Property Maintenance Code. There are sterner
43 portions of the International Property Maintenance Code that deal with the items that the
44 Lake Mary Property Maintenance Code does not deal with. We want to be able when
45 deemed necessary and appropriate have that as an additional tool to deal with issues
46 we go through in dealing with these code enforcement issues.

1
2 Commissioner Brender said it becomes a tool for us but we are not assigning any kind
3 of authority to an organization outside the City.

4
5 Mr. Fleming said absolutely not.

6
7 **Motion was made by Deputy Mayor Lucarelli to approve Ordinance No. 1494 on**
8 **first reading, seconded by Commissioner Brender and motion carried by roll-call**
9 **vote: Deputy Mayor Lucarelli, Yes; Commissioner Brender, Yes; Commissioner**
10 **Duryea, Yes; Commissioner Plank, Yes; Mayor Meador, Yes.**

11
12 B. Interlocal Agreement between Seminole County and the City of Lake Mary
13 relating to Jurisdictional Transfer of Roads: Pine Bay Drive, Cypress Knee
14 Lane, Palm Crest Lane, and Emma Oaks Trail (Bruce Paster, Public Works
15 Director)

16
17 Ms. Sova said several years ago when we annexed Huntington Phase 4 into the City we
18 did not take the roads with that. From time to time that has caused some confusion and
19 conflict as to who is going to handle the potholes, street cleanings and things like that.
20 We would like to agree to accept those roads: Pine Bay Drive, Cypress Knee Lane, and
21 Palm Crest Lane. Emma Oaks Trail falls wholly within our city limits and we would like
22 to have that roadway transferred to the City as well. What would come with that is
23 \$180,600 for a sidewalk that the County has already committed and designed. We
24 have subsequently gotten from Duke Energy approval that will allow us to put the
25 sidewalk there. There are some power lines overhead.

26
27 Ms. Sova said additionally to all of this there is a stormwater outfall system known as
28 Myrtle Lake Hills Outfall along and beneath Emma Oaks Trail. The County wishes to
29 continue to manage that. If this is approved they will draw up the easement for them to
30 continue to maintain that.

31
32 **Motion was made by Deputy Mayor Lucarelli to authorize the Mayor to execute**
33 **the Interlocal Agreement between Seminole County and the City of Lake Mary**
34 **relating to Jurisdictional Transfer of Roads for Pine Bay Drive, Cypress Knee**
35 **Lane, Palm Crest Lane, and Emma Oaks Trail. Seconded by Commissioner Plank**
36 **and motion carried by roll-call vote: Commissioner Brender, Yes; Commissioner**
37 **Duryea, Yes; Commissioner Plank, Yes; Deputy Mayor Lucarelli, Yes; Mayor**
38 **Meador, Yes.**

39
40 IX. Other Items for Commission Action

41
42 There were no items to discuss at this time.

43
44 X. Citizen Participation

45
46 No one came forward at this time and citizen participation was closed.

1
2 XI. City Manager's Report

3
4 1. Transit Oriented Development (TOD) Sewer Improvements

5
6 Ms. Sova said this item is related to transit oriented development sewer improvements.
7 We are looking to design a system in the area of Palmetto east of the railroad tracks
8 and north of the Boulevard. We need to get this design done and have it shovel ready.
9 We are not intending to build the entire system at this point but we have previously
10 allowed for the sleeve under the tracks, we are looking to get the lift station location
11 handled, and this is all part of our future in the TOD area. We are looking for approval
12 for design with Inwood for \$44,446.

13
14 Commissioner Brender said in the end this will essentially sewer all the way out to the
15 city limits in that section.

16
17 Ms. Sova said that was correct.

18
19 **Motion was made by Commissioner Brender to authorize the City Manager to**
20 **enter into an agreement with Inwood Consulting Engineers for the Lake Mary**
21 **Boulevard sewer design in an amount not to exceed \$44,446, seconded by Deputy**
22 **Mayor Lucarelli and motion carried unanimously.**

23
24 2. Central Park Event Request for Food Trucks

25
26 Ms. Sova said this is a request for food trucks in Central Park at an event. Ms. Renee
27 Rose Currier of Altamonte Springs has submitted an event permit for Kidcentric Orlando
28 on Sunday, September 22, 2013. The permit has been approved and includes the
29 rental of the gazebo and the use of City Hall rest rooms. She has subsequent to that
30 asked for two food trucks. According to our code the food trucks have to be 750 feet
31 from restaurants and it doesn't make reference to public or city-owned areas. We have
32 only allowed food trucks here at this point at our own events and not for other events.
33 We are requesting Commission direction.

34
35 Deputy Mayor Lucarelli said she didn't object.

36
37 Ms. Sova said this out of our permissions at this point.

38
39 Commissioner Brender said if we allow this one and 4th Street, Flippers shut down, he
40 asked if there was a limit and how do we do that.

41
42 Ms. Sova said therein lies our question. This is only for two and they are specialty
43 foods related to this special event.

44
45 Mr. Nipe said we don't get too many requests from individuals to have privately-run
46 events with food trucks. As a privately-run event he was not so sure it's going to garner

1 the interest that will actually make something like this profitable for the food trucks. His
2 suggestion was to allow this one to go forward and see how it goes and if it becomes
3 problematic in the future where we have more and more privately-run events that start
4 to compete with the restaurants then we will reel it back in. Currently there is no rule in
5 place as it relates to food trucks on publicly or city-owned land within the city limits.
6

7 Commissioner Brender thought we should propose that we allow this one, and only this
8 one, and see how it works and then let the Commission take action on any future
9 request. We can always say this is getting ridiculous so let's shut it down.

10
11 Commissioner Plank said he had no problem with letting this one run and see what
12 happens.

13
14 Mayor Meador said the request is for an experimental trial run.

15
16 **Motion was made by Commissioner Brender to allow two food trucks for the**
17 **Kidcentric Orlando event on September 22, 2013, for an experimental trial run,**
18 **seconded by Deputy Mayor Lucarelli and motion carried unanimously.**

19
20 3. Surplus of Unit #2251 – 2010 Marked Chevy Impala Police Sedan

21
22 Ms. Sova said this a request to surplus Unit #2251 which is a 2010 marked Chevy
23 Impala police sedan. It was in a serious accident and we want it to come out of the
24 fleet. She asked the Commission to declare Unit #2251 surplus and allow her to
25 dispose of.

26
27 Ms. Sova said to replace this we will be getting our very first police Explorer Interceptor
28 SUV.

29
30 **Motion was made by Commissioner Plank to declare Unit #2251 surplus and**
31 **authorize the City Manager to dispose of, seconded by Commissioner Brender**
32 **and motion carried unanimously.**

33
34 Ms. Sova said today our Police Department participated in Kicks 4 Guns hosted by the
35 City of Sanford and also participating with the City of Altamonte Springs. As of 3:00
36 they had taken in a total of 861, 7 of them stolen and 39 of them illegal. That was a
37 great effort on their part and she applauded them for that.

38
39 Ms. Sova said all non-emergency offices will be closed on Monday, September 2nd, in
40 observance of Labor Day. Waste Management will not collect solid waste or recycling
41 on the holiday but will have a makeup day the preceding Saturday, August 31st for those
42 with a normal Monday collection.

43
44 Ms. Sova said the Parks & Recreation Department will hold a free bike/skate day at the
45 skate park on Saturday, September 7th, from noon to 9:00 P.M. You can ride your BMX

1 bike from noon until 2:00 P.M. and then skateboards, scooters, and skates from 2:00
2 P.M. to 9:00 P.M.

3
4 Ms. Sova said as a matter of information the Board of Adjustment has changed its
5 meeting times from 7:00 P.M. to 6:00 P.M.

6
7 Ms. Sova said if the Commission had no objection she was going to allow non-
8 emergency personnel to use accrued leave time to take the day before Christmas and
9 the day before New Year's off so we can have extended holidays and close the building.

10
11 There were no objections from the Board.

12
13 XII. Mayor and Commissioners Reports (2)

14
15 Mayor Meador said we are now in the second week of the opening of school and thought
16 it was a smooth transition. He appreciated the public safety department in a proactive
17 manner conditioning the community as to what to expect. We were very fortunate that
18 the Superintendent extended an invitation to him and the Mayor of Sanford and took
19 part in the opening ceremonies.

20
21 Mayor Meador said Leadership Seminole has been meeting and Government Day will be
22 September 6th. A number of our team participate in that and he thanked them for giving
23 their time. That is a very important program and is a great opportunity for those 53
24 students to be exposed to what goes on in this county that is rather effective.

25
26 Mayor Meador said this week we had the Mayors/Managers meeting and the Chairman
27 of the County Commission gave an update on several items. It was hosted by the
28 airport. As he was in the Vigilante Room he reflected back on the impact that the Navy
29 has had in this community. The Vigilante and aircraft that's memorialized at the Sanford
30 Orlando International Airport is significant aircraft in that it changed all of military and
31 civilian aviation. It was a plane ahead of its time and to be that room was very
32 meaningful. We were reminded that the airport has a \$2.53 billion annual impact on our
33 community and region.

34
35 Commissioner Duryea had no report at this time.

36
37 Commissioner Plank said he had the pleasure of attending the Private Business
38 Association of Seminole County meeting last week. They had a very good speaker on
39 what's going to happen on I-4. He said hoped they were not a frequent user of I-4 is the
40 only thing he could preface this with. Construction will begin in the Fall of 2014.
41 SunRail is scheduled to start operating in the Spring of 2014 so we have a small
42 window there. It will affect the area from State Road 434 to Kirkman initially, which is a
43 21-mile segment. It will involve the construction of 57 new bridges, 81 bridges that will
44 either be replaced or modified, and reconstruction of 15 major intersections along I-4. It
45 will be two lanes down the center, one in each direction. They are not going to be
46 reversible lanes as they have in some other states. The project is the first—and we

1 hope successful—private/public endeavor. The persons that successfully get the
2 contract will also be the concessionaire and operate and maintain the toll lanes for a
3 given period of time once construction is finished. The project will take six years to
4 complete if it is done on schedule. The good news is we have SunRail coming in the
5 Spring of 2014, and we have an incentive for people as an alternative for using I-4. The
6 bad news is there is going to be a lot of construction on I-4 for a six-year period.

7
8 Commissioner Plank said the Historical Society asked him to thank the Commission for
9 giving them permission to serve wine at their art reception. It went over very well. We
10 were officially at capacity, the limit of the space in the building that the Fire Marshal is
11 happy with. It was a huge success and everybody had a good time. It is part of their
12 new program to bring the community more involvement with what has already been a
13 great increase in the museum. He urged everyone to go to the museum. The art
14 exhibit is still there.

15
16 Deputy Mayor Lucarelli said she attended the League of Cities annual conference. One
17 of the sessions she attended was Economic Development and Growth Management.
18 She will make sure to get the City Manager a copy of her notes to pass around. They
19 went over a lot of bills that passed or didn't pass.

20
21 **SIDE 2B**
22

23 Deputy Mayor Lucarelli said they were reinforcing Home Rule and they will want our
24 help to get the word out to our citizens and educate them on what that means because
25 most people don't understand what it means, and how it will impact them personally if it
26 goes away.

27
28 Deputy Mayor Lucarelli said Rotary is doing a Champions Ride for Charities to benefit a
29 couple of local charities in the area. There is a 10-mile ride, a 33-mile ride, a 66 and
30 100-mile. It's not a race and you can go at your own pace. The money goes to a
31 couple of local charities that they are supporting. It is Saturday, September 8th off
32 International Parkway in the AAA area. The website is
33 www.championsrideforcharities.com. Class 21 is trying to get a good showing up there;
34 if not in the ride then at the finish line with cold beverages.

35
36 Mayor Mealor said that weekend will be nice in terms of some of our Seminole County
37 service organizations and it serves the entire county. Walk On Water will sponsor the
38 run at Colonial Town Park on Saturday morning and on Sunday morning at AAA the
39 Champions Ride for Charities.

40
41 Commissioner Brender said he attended the League of Cities and got a lot out of the
42 trade shows and a couple will be going to Mr. Paster. There were some new
43 technologies in how to put down brick pavers in giant sections almost like tile. He said
44 he had information on that he would share with staff.

1 Commissioner Brender said on September 6th he would be helping out with the new
2 class for Leadership Seminole as a facilitator.

3
4 XIII. City Attorney

5
6 Ms. Reischmann said she believed the City Manager had updated them on the EPOCH
7 closing. It will probably be mid-September. We have issues with the lender.

8
9 Ms. Reischmann announced she would miss the next meeting because of a family
10 matter so Debra Babb-Nutcher from her office would be here.

11
12 XIV. Adjournment

13
14 There being no further business, the meeting adjourned at 7:55 P.M.

15
16
17
18 _____
19 David J. Meador, Mayor

Mary Campbell, Deputy City Clerk

20
21
22
23 ATTEST:

24
25
26
27 _____
28 Carol A. Foster, City Clerk



MEMORANDUM

DATE: September 5, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Bruce Fleming, Sr. Code Enforcement Officer

SUBJECT: Ordinance No. 1494 - Amending sections 30.39, 91.70, 91.74, and 91.78 of the Code of Ordinances regarding code enforcement liens and Property Maintenance Code - Second Reading (Public Hearing) (Bruce Fleming, Sr. Code Enforcement Officer)

Introduction: Recently, the Florida Supreme Court determined municipal ordinances with a provision granting “super priority” status to code enforcement liens conflicts with Florida Statute in that such provisions would preempt the authority of the Legislature.

Discussion: The Lake Mary Code of Ordinances Sections 30.39(E) Administrative Fines and Liens, 91.74(D) Demolition, and 91.78(C) Notice Provision contain a provision that code enforcement liens are co-equal to all state, county and municipal tax liens; superior in dignity to all other liens until paid. Consistent with the Supreme Court determination, these sections of the Code of Ordinances should be amended to reflect the Court’s ruling by removing the “co-equal” provision.

Additionally, the Commission adopted Chapter One of the International Property Maintenance Code as part of Section 91.70(C) of the Lake Mary Code. After further review, adoption of the entire International Code would provide additional standards to ensure the health, safety and welfare of residents and that the structures are safe, sanitary and fit for occupancy and use.

Finally, amending Section 91.78(A) of the Code of Ordinances to provide notices required by this section be in accordance with F.S. 162.12 as it may be amended from time to time, 91.78(B) notices to the name and address of the property owner according

to the records of the County Tax Collector or to any other address provided by the property owner in writing to the local government for the purpose of receiving notices, and 91.78(C) requiring property owners to remedy, correct or remove a violation within 10 days.

Recommendation: Request Commission amend Sections 30.39, 91.70, 91.74 and 91.78 of the Lake Mary Code of Ordinances.

ORDINANCE NO. 1494

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING SECTION 30.39(E), ADMINISTRATIVE FINES; LIENS, OF CHAPTER 30, BOARDS, COMMISSIONS AND AGENCIES, AND AMENDING SECTIONS 91.74(D), AND 91.78, OF CHAPTER 91, HEALTH AND PUBLIC SAFETY, LAKE MARY PROPERTY MAINTENANCE CODE, TO REPEAL CLAUSES DECLARING THAT CODE ENFORCEMENT LIENS TAKE PRIORITY OVER OTHER LIENS AND TO REVISE NOTICE REQUIREMENTS; AND TO AMEND SECTION 91.70(C), INTENT, DEFINITIONS, AND ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE, TO ADOPT THE ENTIRE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND EFFECTIVE DATE.

WHEREAS, the City Commission previously adopted Chapter 1 of the International Property Maintenance Code and desires to adopt the entire International Property Maintenance Code as part of Section 91.70(C) in order to provide additional standards to help ensure the health, safety and welfare of City residents and to ensure that structures are safe, sanitary and fit for occupancy and use; and

WHEREAS, Lake Mary Code Sections 30.39(E), 91.74(D) and 91.78(C) need to be amended to repeal the clause that code enforcement liens take priority over other liens, due to the Florida Supreme Court ruling in *City of Palm Bay v. Wells Fargo Bank, N.A.*, 114 So. 3d 924 (Fla. 2013); and

WHEREAS, the City Commission desires to amend Lake Mary Code Section 91.78(A) to provide notices required by this section be in accordance with F.S. 162.12 as it may be amended from time to time, 91.78(B) notices to the name and address of the property owner according to the records of the County Tax Collector or to any other address provided by the property owner in writing to the local government for the purpose of receiving notices, and 91.78(C) requiring the record owner of property to remedy, correct, or remove the violation within 10 days instead of 15 days, and to modify Section 91.78 to mirror Section 30.41.

WHEREAS, words with double underlined type shall constitute additions to the original text and ~~strike through~~ 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 30.39(E), Administrative fines; liens, of Chapter 30, Boards, Commissions and Agencies, is hereby amended as follows:

Sec. 30.39 ADMINISTRATIVE FINES; LIENS

* * *

(E) A certified copy of an order imposing a fine, or fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. ~~All liens filed by the Code Enforcement Board shall be liens co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles, and claims,~~ until paid or extinguished. Upon petition to the circuit court, the order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property of the violator, but the order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the City Commission and the City Commission may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, the Code Enforcement Board may authorize the City Attorney to foreclose on the lien. No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under Sec. 4, Art. X of the State Constitution.

* * *

SECTION 2. Section 91.70(C), Intent, Definitions, and Adoption of International Property Maintenance Code, of Chapter 91, Health and Public Safety, Lake Mary Property Maintenance Code, is hereby amended as follows:

* * *

(C) The City of Lake Mary adopts ~~Chapter One of the~~ International Property Maintenance Code, ~~2009~~ 2012 Edition, as may be amended from time to time, for regulating and governing the conditions and maintenance of all buildings and structures within the city and is made a part of this chapter by reference as fully and completely as if set forth herein. A copy of said Code will be on file in the Office of the City Clerk.

SECTION 3. Section 91.74, Demolition, of Chapter 91, Health and Public Safety, Lake Mary Property Maintenance Code, is hereby amended as follows:

§ 91.74 DEMOLITION

* * *

(D) Contents of notice. The condemnation notice must be in writing and include the following:

* * *

(5) Notice that if the defects are not corrected pursuant to the order or a hearing is not requested within the time allowed, the city may cause correction of the defects and charge the reasonable costs and expenses incurred by the city for such corrections against the property, to include and not be limited to, a property lien ~~coequal with the lien of all state, county and municipal taxes, superior in dignity to all other liens~~ until paid.

* * *

(G) Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the Building Official shall cause the structure to be demolished and removed, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate ~~coequal with the lien of all state, county and municipal taxes, superior in dignity to all other liens~~ until paid.

SECTION 4. Section 91.78, Notice Provisions, of Chapter 91, Health and Public Safety, Lake Mary Property Maintenance Code, is hereby amended as follows:

§ 91.78 NOTICE PROVISIONS

* * *

(A) If a Code Official determines that a prohibited condition or public nuisance as described herein exists, the Code Enforcement Officer shall so notify the record owner of the property where the condition exists and order that the owner cause the condition to be removed or corrected. Notices required by this section shall be provided in accordance with F.S. § 162.12, as it may be amended from time to time. The notice shall be given by certified mail to the record owner as that name and address is shown upon the records of the County Tax Collector. Notice shall be deemed complete when personally delivered or mailed.

(B) The notice required by division (A) shall contain the following:

(1) The name and address of the owner of the property according to the records of the County Tax Collector ~~Property Appraiser~~ for the most current year, or to any other address provided by the property owner in writing to the local government for the purpose of receiving notices.

* * *

(5) A requirement that the record owner of the property remedy, correct, or remove the violation within ~~45-10 days from the date of notice, or alternatively file application for a hearing on the issue of the~~

existence of the alleged violation before the City Code Enforcement Board.

(C) In the event that the record owner fails to comply with the requirement to remedy, correct, or remove the violation within 45 10 days of notice, or fails to request a hearing on the issue of the violation before the City Code Enforcement Board, then and in that event, the city is hereby authorized to enter upon the said property, remedy, correct, or remove the violation, and assess the cost thereof together with an administrative charge of \$100 against the property. That special assessment shall constitute a lien ~~coequal with the lien of all state, county, and municipal taxes, superior in dignity to all other liens~~ until paid, against the property and shall be recorded upon the public records of the county.

* * *

SECTION 5. 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 6. CONFLICTS. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of any conflict.

SECTION 7. 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 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 5th day of September, 2013.

FIRST READING: August 22, 2013

SECOND READING: September 5, 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

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MEMORANDUM

DATE: September 5, 2013

TO: City Commission

FROM: Jackie Sova, City Manager

SUBJECT: IZON, LLC Application for Seminole County Jobs Growth Incentive (Jackie Sova, City Manager)

The attached Seminole County Jobs Growth Incentive Trust Fund Application is provided for your consideration by the Metro Orlando Economic Development Commission, with cooperation and participation by Seminole County. The applicant, IZON, LLC, is a digital media company based in Longwood, Florida. Per the application, the existing digital media and development facility will remain in Longwood and the firm is seeking to locate the manufacturing and distribution portion of the business in an existing Lake Mary building. IZON's manufacturing project is proposed to create an estimated 400 new jobs in 2014. The average base wage of new jobs created is \$37,000 which is 95% of Seminole County's average annual salary of \$38,937. The company is proposing to occupy and improve a 50,000 square foot leased facility. Along with \$2,000,000 in equipment purchases, the proposed capital investment or lease value proposed is \$2,450,000.

Seminole County has identified three incentive scenarios. Option 1 is the company's request of \$1,600,000 in grant funds or \$4,000 per job with a 50/50 County/City share. Option 2 is a midrange option of \$1,200,000 in grant funds or \$3,000 per job with a 50/50 County/City share. Option 3 would provide \$800,000 or \$2,000 per job with a 50/50 County/City share. Also attached for your review are summaries of the Fiscal Return on Investment (ROI) based on each funding option which highlight the ROI to Seminole County only, the City of Lake Mary only, and all Countywide Taxing Authorities.

As part of the interlocal agreement, IZON, LLC will be required to secure its obligations relating to this agreement by causing to be issued, in favor of Seminole County, a performance bond, letter of credit, real property lien, promissory note, or other surety satisfactory to Seminole County.

The following documents have been provided for consideration:

1. A proposed Seminole County/City of Lake Mary Jobs Growth Incentive Program Interlocal Funding Agreement (IZON, LLC) (subject to a change in amounts due to the various options provided).
2. Seminole County Jobs Growth Incentive Trust Fund Application Form with IZON, LLC as the applicant.
3. Fiscal Return on Investment – Option 1
4. Fiscal Return on Investment – Option 2
5. Fiscal Return on Investment – Option 3

RECOMMENDATION:

Request Commission consider application from IZON, LLC

**SEMINOLE COUNTY / CITY OF LAKE MARY
JOBS GROWTH INCENTIVE PROGRAM INTERLOCAL FUNDING AGREEMENT
(IZON, LLC)**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2013, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 North Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, it is the policy of COUNTY and CITY to aggressively stimulate economic growth in Seminole County and the City of Lake Mary by, among other things, either attracting new business or encouraging the expansion of existing business into and within their respective jurisdictions; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the City of Lake Mary and the increased tax revenues resulting from business expansion are beneficial to the sustained health of the local economy; and

WHEREAS, CITY and COUNTY have determined that offering a Jobs Growth Incentive Program encourages both existing business to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County and the City of Lake Mary; and

WHEREAS, CITY and COUNTY have enacted Jobs Growth Incentive Ordinances and have the fiscal capacity to conduct and accomplish the programs relating thereto; and

WHEREAS, IZON, LLC, hereinafter referred to as “COMPANY,” will expand its business in COUNTY and CITY and thereby create certain full-time employment opportunities at a certain average salary level and make certain capital investments all in accordance with COUNTY's economic development strategy, COMPANY's Jobs Growth Incentive Grant Application, and COUNTY's Jobs Growth Incentive Ordinance; and

WHEREAS, COMPANY is proposing to open a facility in the City of Lake Mary, Florida, 32746, at an approximate cost of TWO MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,450,000.00), which sum represents a significant capital investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY will enhance the economic base of both the COUNTY and the CITY, and is consistent with the stated goals and objectives of COUNTY's and CITY's Economic Development Strategies; and

WHEREAS, COMPANY is eligible to receive Job Growth Incentive Grants from COUNTY and CITY; and

WHEREAS, COUNTY and CITY find and declare that it is in the public's best interest and serves a public purpose to award a grant and/or other assistance to COMPANY pursuant to the terms of this Agreement; and

WHEREAS, COUNTY and CITY desire to enter into this Agreement for the purpose of facilitating the payment of CITY funds to COMPANY under a Jobs Growth Incentive Grant,

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

(1) Pursuant to its Jobs Growth Incentive Program Agreement with COMPANY, COUNTY agrees to pay to COMPANY the total sum of ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00) for COMPANY to locate its manufacturing and distribution facility in the City of Lake Mary, Florida 32746, upon COMPANY's fulfillment of certain conditions as expressed in said Agreement, a copy of which is attached to this Agreement as Exhibit A.

(2) CITY agrees to pay to COUNTY the sum of EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00) as its portion of the Jobs Growth Incentive Grant to COMPANY. Said sum shall be paid to COUNTY no later than thirty (30) days after COUNTY's verification to CITY that payment has been made to COMPANY pursuant to the Jobs Growth Incentive Program Agreement between COMPANY and COUNTY.

(3) COUNTY agrees to provide CITY with copies of all annual reports and other documents provided to COUNTY by COMPANY pursuant to COUNTY's Agreement with COMPANY, and further, COUNTY agrees to notify CITY when COMPANY has satisfied all of its obligations to CITY and COUNTY under COUNTY's Jobs Growth Incentive Program Agreement with COMPANY.

(4) In the event of COMPANY's default in its Agreement with COUNTY, all monetary recoverables shall become the sole property of COUNTY, and COUNTY shall refund fifty percent (50%) of those recoverables to CITY.

(5) (a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof.

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

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

(6) Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

(7) (a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

(8) In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CITY as provided hereinabove.

(9) (a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which

would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

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

(c) Pursuant to Section 216.347, Florida Statutes, the parties hereby agree that monies received by COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposed herein expressed on the day and year first above written.

ATTEST:

CITY OF LAKE MARY

CAROL FOSTER, City Clerk

By: _____
DAVID MEALOR, Mayor

Approved as to form and
legal sufficiency.

Date: _____

City Attorney

*[The balance of this page is left intentionally blank;
Attestations continued on following page.]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ROBERT DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2013 regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

MCC
8/26/13

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**SEMINOLE
COUNTY
JOBS GROWTH
INCENTIVE
TRUST FUND
APPLICATION
FORM**

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SEMINOLE COUNTY JOBS GROWTH INCENTIVE TRUST FUND APPLICATION FORM

I. Industry/Business Name: IZON, LLC _____ Federal I.D. NO. 27-
5485477

Name of Primary Contact: Joey DiFrancesco _____ Title: CEO _____

Address: 2005 Tree Fork Lane, Suite 109, Longwood, FL 3250 ___ Phone: 407) 679-929

II. **Business Description:** Briefly describe your business including major product lines, current location and levels of operation, divisions and subsidiaries, growth characteristics and any other pertinent information. Please note if this is a new business to Seminole County or an existing business expansion.

IZON LLC is a fully owned subsidiary of 3D Future Vision II, Inc. a Digital Media company based in Longwood Florida. 3D Future Vision has a reputation in the industry for its ability to convert movies from the 2D format to 3D and has successfully delivered major studio movies such as "The Chronicles of Narnia", Jack Black's "Gulliver's Travels" and "Conan the Barbarian". Over the past 5 years Joseph DiFrancesco and Michael Gibilisco, the major shareholders of 3D Future Vision II have invested time and money to develop technology to manufacture the IZON 3D Consumer Smart Televisions without glasses. This IZON 3D technology for consumer televisions was presented and received tremendous interest from buyers and distributors at the Consumer Electronics Show. The current plans of 3D Future Vision II and IZON are to file with the SEC to take the company public and begin manufacturing and distributing in large scale these 3D consumer televisions without glasses. This would enable IZON to be first to the consumer market with the 3D television technology without glasses. While 3D Future Vision II's intentions are to keep the current digital media and development facility in Longwood, we are in the process of determining where is the most attractive location for the manufacturing and distributing portion of the business. IZON's goal is to assemble the televisions in the United States and assist in putting Americans back to work. This manufacturing project would initially create an estimated 400 new jobs for the location where we decide to establish. The projected growth plans would put the job creation near 1,000 when the manufacturing process is completely built out.

Industry or Business Type:

NAICS Code/Number 334310 (TV Manufacturing)
North American Industry Classification System, 6 digit code for industry classification and statistical use.

III. Proposed Physical Development: (describe location and square footage of buildings by type of proposed use, existing or new construction or lease and other major on-site or near site improvements).

Applicant is currently evaluating several sites including 50,000 square feet at the "old Sieman's" site in Seminole County at 400 Rinehart Road, Suite 1060, Lake Mary, FL 32746. This portion of the building would be updated to include installation of 2 bay doors for a loading area, paint, floor covering and build out of an office and break room. In addition, equipment will be purchased to facilitate the assembly of the television sets.

IV. Property, Construction and Utility Estimates

A. Value of property to be purchased or lease*	\$ <u>450,000</u>
B. Value of new construction	\$ _____
C. Machinery, equipment or personal property value	\$ <u>2,000,000</u>
D. Total proposed capital investment or lease	\$ <u>2,450,000</u>

*Over 3 years

V. Total Grant Funds Requested:
\$1,600,000

Proposed Use of Grant Funds:

The funds will be used to purchase materials, working capital and inventory for use during assembly of 3D TVs.

VI. Job Creation:

A. Number of Jobs Currently on Payroll 37

37 Full-time

 Part-time

 Temporary

B. Number of Increased Jobs Proposed 400

Over the Next Two-Three (2-3) Years	Year 1 <u>2014</u> (actual number of new job proposed)	Year 2 <u> </u> (actual number of new job proposed)	Year 3 <u> </u> (actual number of new job proposed)
Full-time	400		
Part-time			
Temporary			

C. Average Base Annual Salary of New Jobs Created (Salary excluding benefits)
\$37,000

Breakdown of New Jobs by Type/Number/Salary

Type	Number of New Jobs	Average Annual Base Salary
Management/Administration	1	\$108,160
Professional	8	\$30,940
Technical	199	\$39,070
Service		
Trades	189	\$34,620
Other	3	\$27,040

VII. Project Spinoff Impacts

VII. Project Spinoff Impacts

- A. Identify any additional business development that is anticipated as a result of this relocation/ expansion.

The company is in discussions with Quality Manufacturing Services, Inc. to manufacture the circuit boards that would otherwise have been manufactured in China.

- B. Identify if **local or regional** contractors would be used for proposed development.

Local and regional contractors should have the opportunity to bid on the proposed build out of the warehouse facility.

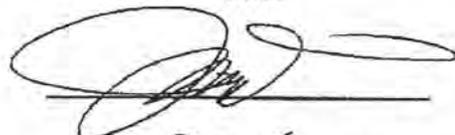
- C. Identify local products that would be used by type and general amount.

I hereby acknowledge that this application constitutes a request for a Jobs Growth Incentive Trust Fund Grant in the amount shown in Section V of this application and the information provided herein is a true and accurate representation of the company's existing and projected job formation, salary and construction schedules. I also acknowledge that award of funds are subject to Board of County Commissioner discretion for approval. If awarded, an executed contract and performance surety (e.g., letter of credit or performance bond) would be required. Also, I acknowledge that no action has been taken to date regarding the acquisition of buildings or property.

Signature of Chief Company Officer:

7/16/13
Date

Printed Name:



Witness:

J. Di Francesco

Allec Neubert

Fiscal Return on Investment - Summary

Name of Company		IZON, LLC	
Taxable Value/Capital Investment:	<i>Based on anticipated Real Estate and Tangible Personal Property Investment</i>	\$	2,450,000
Company Information:	IZON LLC is a Digital Media Company based in Longwood. This Expansion will create 400 new jobs in Seminole County manufacturing and assembling innovative television sets capable of 3D viewing without glasses.		<u>Option 1</u> \$4,000/job
Proposed Location:	City of Lake Mary, Seminole County	City of Lake Mary	\$ 800,000
Incentive Award (County Award Alone):		Seminole County	\$ 800,000
Analysis Date:	August 29, 2013		
Taxing Entities (Ad-Valorem):	Millage Rate*	Tax (\$)	
Countywide/General Fund	4.8751	\$	11,944
Countywide/Transportation		\$	-
Countywide/Fire MSTU		\$	-
St. Johns River Water Management District	0.3283	\$	804
School Board	8.3610	\$	20,484
City of Lake Mary	3.5895	\$	8,794
Total	17.1539	\$	42,027
<i>*Note: Based on 2012 millage rates, which are subject to change</i>			

<u>County Only</u>	<u>Return of Ad-Valorem</u>	
Seminole County/General Fund Only	67.0	Years
Seminole County/All BCC Millage Rates	67.0	Years

<u>City of Lake Mary Only</u>	<u>Return of Ad-Valorem</u>	
City of Lake Mary/General Fund Only	91.0	Years

<u>All Taxing Authorities</u>	<u>Return of Ad-Valorem</u>	
Countywide	19.0	Years

These projections are based on best available data as of the analysis date. Actual results may differ materially based on final assessment and actual build-out or completion of the project.

Fiscal Return on Investment - Summary

Name of Company		IZON, LLC	
Taxable Value/Capital Investment:	<i>Based on anticipated Real Estate and Tangible Personal Property Investment</i>	\$	2,450,000
Company Information:	IZON LLC is a Digital Media Company based in Longwood. This Expansion will create 400 new jobs in Seminole County manufacturing and assembling innovative television sets capable of 3D viewing without glasses.	<u>Option 2</u> \$3,000/job	
Proposed Location:	City of Lake Mary, Seminole County	City of Lake Mary	\$ 600,000
Incentive Award (County Award Alone):		Seminole County	\$ 600,000
Analysis Date:	August 29, 2013		
Taxing Entities (Ad-Valorem):	Millage Rate*	Tax (\$)	
Countywide/General Fund	4.8751	\$	11,944
Countywide/Transportation		\$	-
Countywide/Fire MSTU		\$	-
St. Johns River Water Management District	0.3283	\$	804
School Board	8.3610	\$	20,484
City of Lake Mary	3.5895	\$	8,794
Total	17.1539	\$	42,027
<i>*Note: Based on 2012 millage rates, which are subject to change</i>			

<u>County Only</u>	<u>Return of Ad-Valorem</u>	
Seminole County/General Fund Only	50.2	Years
Seminole County/All BCC Millage Rates	50.2	Years

<u>City of Lake Mary Only</u>	<u>Return of Ad-Valorem</u>	
City of Lake Mary/General Fund Only	68.2	Years

<u>All Taxing Authorities</u>	<u>Return of Ad-Valorem</u>	
Countywide	14.3	Years

These projections are based on best available data as of the analysis date. Actual results may differ materially based on final assessment and actual build-out or completion of the project.

Fiscal Return on Investment - Summary

Name of Company		IZON, LLC	
Taxable Value/Capital Investment:	<i>Based on anticipated Real Estate and Tangible Personal Property Investment</i>	\$	2,450,000
Company Information:	IZON LLC is a Digital Media Company based in Longwood. This Expansion will create 400 new jobs in Seminole County manufacturing and assembling innovative television sets capable of 3D viewing without glasses.		<u>Option 3</u> \$2,000/job
Proposed Location:	City of Lake Mary, Seminole County	City of Lake Mary	\$ 400,000
Incentive Award (County Award Alone):		Seminole County	\$ 400,000
Analysis Date:	August 29, 2013		
Taxing Entities (Ad-Valorem):	Millage Rate*	Tax (\$)	
Countywide/General Fund	4.8751	\$	11,944
Countywide/Transportation		\$	-
Countywide/Fire MSTU		\$	-
St. Johns River Water Management District	0.3283	\$	804
School Board	8.3610	\$	20,484
City of Lake Mary	3.5895	\$	8,794
Total	17.1539	\$	42,027

**Note: Based on 2012 millage rates, which are subject to change*

<u>County Only</u>	<u>Return of Ad-Valorem</u>	
Seminole County/General Fund Only	33.5	Years
Seminole County/All BCC Millage Rates	33.5	Years

<u>City of Lake Mary Only</u>	<u>Return of Ad-Valorem</u>	
City of Lake Mary/General Fund Only	45.5	Years

<u>All Taxing Authorities</u>	<u>Return of Ad-Valorem</u>	
Countywide	9.5	Years

These projections are based on best available data as of the analysis date. Actual results may differ materially based on final assessment and actual build-out or completion of the project.



MEMORANDUM

DATE: September 5, 2013

TO: City Commission

FROM: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1495 - 2013/2014 Tentative Millage Rate - First Reading (Public Hearing)

The Florida Department of Revenue provides procedural guidance as to what substantive issues should be discussed at the public hearings to adopt a millage rate and budget. This is the first Public Hearing and we must:

1. Discuss the percent increase in millage over the rolled-back rate needed to fund the budget, if any and the reasons ad valorem tax revenues are being increased over the rolled-back rate.
2. Hear comments about the proposed tax increase and discuss the reasons for the proposed increase over the rolled-back rate. The public can speak and ask questions before the governing body adopts any measures.
3. Adopt the tentative millage rate **before** the tentative budget.
4. Adopt the tentative millage rate and tentative budget, by **separate** votes.
5. Before adopting the millage levy ordinance, we must publicly announce the:
 - Name of the taxing authority
 - Rolled-back rate
 - Percent of increase over the rolled-back rate
 - Tentative millage rate to be levied

Additionally:

- If the tentatively adopted millage rate **is higher** than the proposed rate, each taxpayer must be mailed a revised TRIM Notice. The property appraiser prepares the revised TRIM Notice at the expense of the taxing authority and mails it within 10 to 15 days before the final hearing.
- The final millage rate cannot be higher than the tentatively adopted millage rate.
- The TRIM process must be completed within 101 calendar days.

ORDINANCE NO. 1495

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, ESTABLISHING THE AD VALOREM RATE FOR THE CITY OF LAKE MARY, FLORIDA FOR THE FISCAL YEAR 2014; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City of Lake Mary, Florida, is required by Chapter 200.065, Florida Statutes, to adopt an ad valorem tax millage rate pursuant to either a Resolution or an Ordinance; and

WHEREAS, said Resolution or Ordinance is required to state the percent, if any, by which the millage rate to be levied differs from the rolled-back rate, computed as the percentage change in the previous year's property tax revenue of the City.

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

1. The City of Lake Mary, Florida, hereby adopts an Ad Valorem Rate to be levied for the Fiscal Year 2014 beginning October 1, 2013, equal to 3.5895 mills, which is a 0.00 percent change from the rolled-back rate of 3.5895 as certified by the Seminole County Property Appraiser.

2. That all ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

3. If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section, portion of a section, subsection, or part of this Ordinance.

4. This Ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 19th day of September, 2013.

FIRST READING: September 5, 2013

SECOND READING: September 19, 2013

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER



MEMORANDUM

DATE: September 5, 2013

TO: City Commission

FROM: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1496 - 2013/2014 Tentative Budget - First Reading (Public Hearing)

The Florida Department of Revenue provides procedural guidance as to what substantive issues should be discussed at the public hearings to adopt a millage rate and budget. This is the first Public Hearing and we must:

1. Discuss the percent increase in millage over the rolled-back rate needed to fund the budget, if any and the reasons ad valorem tax revenues are being increased over the rolled-back rate.
2. Hear comments about the proposed tax increase and discuss the reasons for the proposed increase over the rolled-back rate. The public can speak and ask questions before the governing body adopts any measures.
3. Adopt the tentative millage rate **before** the tentative budget.
4. Adopt the tentative millage rate and tentative budget, by **separate** votes.
5. Before adopting the millage levy ordinance, we must publicly announce the:
 - Name of the taxing authority
 - Rolled-back rate
 - Percent of increase over the rolled-back rate
 - Tentative millage rate to be levied

Additionally:

- If the tentatively adopted millage rate **is higher** than the proposed rate, each taxpayer must be mailed a revised TRIM Notice. The property appraiser prepares the revised TRIM Notice at the expense of the taxing authority and mails it within 10 to 15 days before the final hearing.
- The final millage rate cannot be higher than the tentatively adopted millage rate.
- The TRIM process must be completed within 101 calendar days.

ORDINANCE NO. 1496

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, ESTABLISHING THE BUDGET FOR THE CITY OF LAKE MARY FLORIDA, FOR THE FISCAL YEAR 2014; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AMENDMENT BY RESOLUTION; PROVIDING FOR SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Lake Mary, Florida, must establish the Budget for the City of Lake Mary, Florida, for the ensuing Fiscal Year 2014, beginning October 1, 2013; and

WHEREAS, the City Commission of Lake Mary, Florida, has made a determination of the amounts of revenue available and the corresponding appropriations and expenditures for the Fiscal Year 2014.

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

1. That the approved budget for Fiscal Year 2014, as attached hereto is hereby declared to be adopted as the City of Lake Mary's Budget for the Fiscal Year 2014.

2. That all ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

3. This Ordinance may be amended by the City Commission from time to time by adoption of a Resolution to that effect.

4. If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section, portion of a section, subsection, or part of this Ordinance.

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

PASSED AND ADOPTED this 19th day of September, 2013.

FIRST READING: September 5, 2013

SECOND READING: September 19, 2013

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER



MEMORANDUM

DATE: September 5, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Dianne Holloway, Finance Director

SUBJECT: Ordinance No. 1497 - Amending Chapter 150 Appendix C, Stormwater Management, providing for an increase in stormwater fees - First Reading (Public Hearing) (Dianne Holloway, Finance Director)

DISCUSSION: Over the past several years, we have been discussing the fiscal sustainability of the City's Stormwater Fund. In Fiscal Year (FY) 2013, Resolution No. 907 was adopted on October 18, 2012, increasing the stormwater fees from \$3.00 to \$4.00 per EDU for one year only. Staff continues to perform projections of operating and capital improvement needs.

Keeping the rate at \$4.00 per EDU in FY 2014, projections show that funding will be sufficient to complete the FY 2014 planned capital improvements such as cold mix paving, the Downtown stormwater upgrades and the parking on E. Wilbur Avenue.

This ordinance is to amend the stormwater fee as follows:

Revising Section 7, Paragraph E(3) to establish the charge per EDU at \$4.00 per month and will consist of a base fee of \$1.93 per EDU applicable to all properties, plus a contribution fee of \$2.08 per EDU, applicable to all properties. All non-residential property with site mitigation facilities will pay the minimum charge consistent with (4) below.

RECOMMENDATION: The City Commission adopt Ordinance No. 1497 amending Chapter 155, Appendix C, Stormwater Management Regulations, Section 7, Stormwater Management Utility.

ORDINANCE NO. 1497

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING CHAPTER 155, APPENDIX C, OF THE CODE OF ORDINANCES ENTITLED "STORMWATER MANAGEMENT REGULATIONS"; PROVIDING FOR AN INCREASE IN STORMWATER FEES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

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

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

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

WHEREAS, the Lake Mary City Commission adopted Resolution 907 on October 18, 2013, increasing stormwater fees for Fiscal Year 2013; and

WHEREAS, the City Commission readdressed the increase in fees during its budget work session and desires to amend the Code of Ordinances to provide for the continued increase; and

WHEREAS, words with underlined type shall constitute additions to the original text and ~~strike-through~~ shall constitute deletions to the original text.

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

Section 1 Chapter 155, Appendix C, Stormwater Management Regulations, is amended as follows:

Amend Section 7 (E) (3) as follows:

(3) Charge per EDU. The charge per EDU will be \$4.00 ~~3.00~~ per month and will consist of a base fee of \$1.93 ~~1.45~~ per EDU applicable to all properties, plus a contribution fee of \$2.07 ~~1.55~~ per EDU, applicable to all properties. All non-residential

property with site mitigation facilities will pay the minimum charge consistent with (4) below.

(4) The minimum charge for developed property, in addition to the base rate charge, shall be a contribution fee of one (1) EDU.

* * *

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 this 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 be effective immediately upon passage and adoption.

PASSED AND ADOPTED this 19th day of September, 2013.

FIRST READING: September 5, 2013

SECOND READING: September 19, 2013

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

Approved as to form and legality:

CITY ATTORNEY, CATHERINE REISCHMANN



MEMORANDUM

DATE: September 5, 2013

TO: City Commission

VIA: Jackie Sova, City Manager

FROM: Danielle Koury, P.E., Stormwater Engineer

SUBJECT: Interlocal agreement between the City and Seminole County for the Florida Yards & Neighborhoods Program

DISCUSSION: The City of Lake Mary and Seminole County have been cooperating in a partnership to provide the Florida Yards and Neighborhoods (FYN) Program for the citizens of the City. The FYN Program is administered by Seminole County through the UF/IFAS Cooperative Extension Service Office. The program provides environmental education and outreach activities within the community to help residents reduce stormwater runoff, conserve water and enhance their community by improving home and landscape management.

Specifically, the FYN Program provides one FYN related workshop within the City each year, coordinates with Homeowner Associations, distributes flyers and brochures and satisfies the public outreach requirement for the City's NPDES permit.

Attached is the interlocal agreement with Seminole County for the Florida Yards & Neighborhoods Program. The City's contribution for this service is increasing from \$3,000.00 per year to \$4,000.00 per year for the term. The term of the agreement is five (5) years and renews automatically at the end of the term. The funding is available from the Stormwater Management Fund and is currently budgeted.

RECOMMENDATION: Request Commission authorize Mayor to execute interlocal agreement with Seminole County for the Florida Yards & Neighborhoods Program.

**INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY AND THE CITY OF LAKE MARY
FOR THE FLORIDA YARDS & NEIGHBORHOODS PROGRAM**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into this ____ day of _____, 2013, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY" and CITY OF LAKE MARY, a Florida Municipal Corporation, whose address is 100 North Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as the "CITY".

W I T N E S S E T H:

WHEREAS, COUNTY administers the Florida Yards and Neighborhoods Program (FYN) through the University of Florida/Institute of Food and Agricultural Sciences Cooperative Extension Service Office; and

WHEREAS, CITY has indicated its desire to continue to implement the FYN Program within the CITY, as identified in the attached Scope of Work, attached hereto as Exhibit A, (Scope); and

WHEREAS, in addition to the Scope the parties agree to share the cost of providing funding for the production and ongoing broadcast of FYN-related Public Service Announcements (PSAs), which will be broadcast on SGTV (Seminole Government Television) and local network stations; and

WHEREAS, the frequency, broadcast times and length of broadcasts on local network stations will be dependent on the number of local government and agency participants and cost shares for the PSAs are also being sought from other local governments and agencies in the Central Florida broadcast area; and

WHEREAS, in order to receive Florida Department of Environmental Protection (FDEP) pollutant load allocation credit (pollutant load reduction credit) for TMDL impaired waterbodies, FDEP is requiring a five (5) year commitment to the FYN Program and therefore, this Agreement is for a term of five (5) years, commencing on October 1, 2013 and ending on September 30, 2018 with provisions for renewal and termination thereafter; and

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained herein by and between the parties and for the mutual benefit of COUNTY and CITY, and their respective citizens, the parties agree as follows:

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

Section 2. CITY Responsibilities. As compensation for COUNTY's performance of the Scope, CITY shall pay COUNTY the sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) per year for the FYN Program for a total of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) over the five (5) year term of this Agreement. Payment amounts in future terms of this Agreement are subject to the provisions of Sections 5, 13 and 14 below. CITY's payment to COUNTY is due on January 1st of each year this Agreement is in effect.

Section 3. COUNTY Responsibilities.

(a) COUNTY shall provide a FYN coordinator to perform the Scope specified in Exhibit A.

(b) COUNTY shall invoice CITY in the amount of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), subject to the adjustment specified in Section 5 below, each October following execution of this Agreement by both the Chairman of the Seminole County Board of County Commissioners and the Mayor of CITY.

(c) As presented and reviewed by the Stormwater Technical Coordination Group, on October 10, 2007, the services rendered to CITY by the FYN Coordinator and through the PSA's, will be in the form of educational instruction and implementation for nutrient source control in order to meet the regulatory requirements, goals, and objectives of the City's National Pollutant Discharge Elimination System Permit (NPDES) and associated Total Maximum Daily Loads (TMDL) regulatory compliance activities.

Section 4. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 5. Adjustments in Payments. COUNTY's Public Works Department Director is authorized to adjust the annual payment amount specified in Sections 2 and 3 above, upon each five-year renewal of this Agreement as specified in Section 13 below. Any change to the payment amount must be in writing and acknowledged by both CITY and COUNTY. If CITY does not wish to pay the new payment amount or does not have funds available for the new payment amount, CITY may terminate this Agreement as provided in Section 14 below.

Section 6. Indemnification.

(a) COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold CITY harmless for loss, damage, or injury to persons or property, arising out of or resulting from COUNTY's activities described in Section 3 above, unless, however, such claim or demand arises out of or results from the negligence of CITY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2013), as the statute may be amended from time to time.

(b) CITY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold COUNTY harmless for loss, damage, or injury to persons or property, arising out of or resulting from CITY's activities, unless, however, such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by CITY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2013), as the statute may be amended from time to time.

(c) The principles of comparative negligence apply to loss, damage or injury as specified in subsections (a) and (b) above where the negligence of both CITY and COUNTY and their respective servants, agents, employees or assigns are involved.

(d) The parties further agree that nothing contained herein will be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and CITY beyond the waiver provided for in Section 768.28, Florida Statutes (2013), as the statute may be amended from time to time.

(e) The waiver of a provision in Section 4 by either party will not constitute the further waiver of this provision or the waiver of any other provision of this Section 5.

Section 7. Notice. Any notice delivered with respect to this Agreement must be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party has specified by written notice to the other party delivered in accordance herewith:

As to COUNTY:

Outreach Coordinator
Public Works Department
Seminole County Services Building
1101 East 1st Street
Sanford, FL 32771

As to CITY:

Director
Public Works Department
100 North Country Club Road
Lake Mary, FL 32746

Section 8. Governing Law. The laws of the State of Florida govern the validity, enforcement and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

Section 9. Parties Bound. This Agreement is binding upon and inures to the benefit of CITY and COUNTY, and their successors and assigns.

Section 10. Conflict of Interest.

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2013), as the statute may be amended from time to time,) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2013), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other party pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any State or federal agency.

(d) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 11. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

Section 12. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, it is the intent of the parties that the invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 13. Term. The term of this Agreement is five (5) years from the date of execution, and renews automatically at the end of the initial and each succeeding five-year term unless terminated by COUNTY or CITY as provided in Section 14 below.

Section 14. Termination. COUNTY or CITY has the right to terminate this Agreement for convenience upon at least ninety (90) days prior, written notice to the other party

(the "Early Termination Date"). Notwithstanding any such election to terminate, each party shall continue to pay all sums and perform all obligations on its part to be paid and performed hereunder for the period up to the Early Termination Date. Each party may continue to enforce against the other all rights and remedies relating to sums to be paid and obligations to be performed by the other for the period up to the Early Termination Date. Notwithstanding any such termination of this Agreement, each party will remain entitled to collect such sums and enforce such obligations as may relate to the period prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CITY OF LAKE MARY

CAROL ANN FOSTER, City Clerk

By: _____
DAVID MEALOR, Mayor

Date: _____

[Balance of this page intentionally left blank; signatory page continues on page 8.]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
ROBERT DALLARI, Chairman

Date: _____

For the use and reliance
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2013, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/dre
07/09/13

Attachment:

Exhibit A – Scope of Work

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**SCOPE OF WORK
CITY OF LAKE MARY
FLORIDA YARDS & NEIGHBORHOODS
PROGRAM COORDINATION
October 1, 2013 – September 30, 2018**

Introduction

The Florida Yards & Neighborhoods (FYN) Program began as a partnership of the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS), Cooperative Extension Service, Florida's Water Management Districts, the Florida Department of Environmental Protection (FDEP), the National Estuary Program, the Florida Sea Grant College Program, along with municipality and county utilities, numerous other non-governmental agencies, members of private industry, and concerned citizens. FYN addresses the serious problems of pollution, water shortages and disappearing habitats by enlisting Floridians in the battle to save our natural resources. The program, which is implemented through the counties' UF/IFAS Cooperative Extension Service offices, provides environmental education and outreach activities in the community to help residents reduce stormwater runoff conserve water and enhance their community by improving home and landscape management. This integrated approach to landscaping emphasizes nine interrelated principles:

1. Right plant, right place
2. Water efficiently
3. Fertilize appropriately
4. Mulch correctly
5. Attract wildlife
6. Manage yard pests responsibly
7. Recycling
8. Reduce stormwater runoff
9. Protect the waterfront

FYN is a University of Florida/IFAS educational program and not a regulatory agency; however, the FDEP, the U.S. Environmental Protection Agency (EPA), the U.S. Department of Agriculture (USDA) and local governments strongly support the program.

Objectives

The FYN coordinator shall administer the FYN Program in the City of Lake Mary from October 1, 2013, through September 30, 2018. The FYN coordinator will work with the City of Lake Mary staff and Seminole County Public Works Department Watershed Management Division to implement the FYN environmental education program.

The FYN Program in the City of Lake Mary will be an integrated Program Management between the Seminole County Public Works Department Watershed Management Division, University of Florida, Seminole County Extension Office and FYN Coordinator for Seminole County.

Scope of Work

- The FYN Coordinator shall implement the FYN Program in the City of Lake Mary and shall provide the City of Lake Mary with monthly reports and a final summary report at the end of each fiscal year to Danielle Koury, Stormwater Engineer, Public Works Department at dkoury@lakemaryfl.com or City of Lake Mary, 911 Wallace Court, Lake Mary, FL 32746. Specific tasks and deliverables covered by this agreement for the City of Lake Mary are presented below.

Task Identification

The coordinator shall perform the following tasks:

1. Coordinate FYN office activities in Seminole County and maintain an office presence for the program through personal participation. The office is located at the Seminole County Extension office.
2. FYN Coordinator will handle standard office duties, keeping contact records, maintain database of participants in FYN workshops, establish a FYN website, conduct mail-outs and compile survey responses and help with FYN presentations, coordinate events, publicity, reports, and invoices.
3. Assist the City of Lake Mary in meeting the goals and objectives of their National Pollutant Discharge Elimination System Permit (NPDES) & Total Maximum Daily Loads (TMDL's)
4. Help identify and work with appropriate City of Lake Mary staff, to establish partnerships with the business community, local governments, environmental agencies, civic and environmental organizations, and others.
5. Submit monthly progress reports by the fifth working day of the following month to Danielle Koury, Stormwater Engineer, Public Works Department at dkoury@lakemaryfl.com or City of Lake Mary, 911 Wallace Court, Lake Mary, FL 32746.

6. Submit a summary report at the end of the fiscal year that includes a final program assessment for all phases of the FYN Program to Danielle Koury, Stormwater Engineer, Public Works Department at dkoury@lakemaryfl.com or City of Lake Mary, 911 Wallace Court, Lake Mary, FL 32746. .
7. Submit information upon request for articles and program updates to be included in the City's publications and other approved publications and on the City's Web site and provide information for press releases a minimum of two weeks in advance.
8. Coordinate and conduct one (1) FYN related workshop within the City of Lake Mary.
9. Coordinate and conduct one (1) presentation at Homeowner Associations within the City of Lake Mary.
10. Conduct up to two (2) Countywide BMP (Best Management Practice) 6 hour Trainings. One will be in the fall and one in the spring.
11. Participate at one (1) event in the City that could promote FYN by utilizing a display, handing out brochures/handouts and talking to citizens.
12. Implement an education outreach plan for the new "Fertilizer Ordinance," which needs to be implemented by the end of 2013, per our NPDES Permit (posters, utility bill inserts, brochures).
13. Distribute FYN flyers and brochures at all FYN functions.
14. Provide all necessary documentation needed for the annual NPDES report (Park III.A.6) and create the necessary SOPs for the FYN Program required in the annual NPDES report.
15. Track and provide per event and year-end report on amount of attendance / participation and quantity of educational materials.
16. Provide all of the UF/IFAS FYN materials for FYN landscaping workshops, HOA meetings, and City Hall.

Deliverables: For the purposes of this contract, all due dates will be the 5th day of the following month unless otherwise stated.

Description	Due Date
Submit monthly progress Reports	October, November, December, January, February, March, April, May, June, July, August & September
Submit an annual (end of each fiscal year) summary report	September

Budget - \$4,000.00 annually – October 1, 2013 – September 30, 2018

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MEMORANDUM TO: *Mayor/City Commission
Jackie Sova, City Manager*

FROM: *Catherine D. Reischmann, City Attorney*

RE: *Resolution Establishing a Process for Citizen Participation
due to § 286.0114, Florida Statutes*

DATE: *August 27, 2013*

The Commission is asked to consider a resolution establishing a process for Citizen Participation due to the recent adoption of Fla. Stat. 286.0114, commonly known as the “Right to Speak” law. This Commission has always and will continue to provide ample citizen participation, but by adopting a policy and changing the order of Citizen Participation, the City is protected from any claims under the statute. The “Right to Speak” law also applies to all other City Boards.

RESOLUTION NO. 923

**A RESOLUTION OF THE CITY OF LAKE MARY,
FLORIDA, PROVIDING A POLICY REGARDING CITIZEN
PARTICIPATION IN COMPLIANCE WITH SECTION
286.0114, FLORIDA STATUTES; PROVIDING FOR
CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

WHEREAS, the Legislature of the State of Florida adopted S.B. 50, codified at Section 286.0114, *Florida Statutes*, with an effective date of October 1, 2013; and

WHEREAS, Section 286.0114, *Florida Statutes*, provides that members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114(1), *Florida Statutes*, defines “board or commission” as a board or commission of any state agency or authority or of any agency or authority of a county, municipal corporation, or political subdivision; and

WHEREAS, the legislative history of Section 286.0114, *Florida Statutes*, provides that it is intended to be consistent with Section 286.011(1), *Florida Statutes*, which provides that “All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, ... at which official acts are to be taken are declared to be public meetings open to the public at all times...”; and

WHEREAS, a “reasonable opportunity to be heard” pursuant to Section 286.0114, *Florida Statutes*, need not occur at the same meeting at which the board or commission takes official action on the proposition, if the opportunity occurs at a meeting that is during the decision making process and is within reasonable proximity in time before the meeting at which the board or commission takes the official action; and

WHEREAS, the requirement under Section 286.0114, *Florida Statutes*, that the public shall be given a reasonable opportunity to be heard does not prohibit a board or commission from maintaining orderly conduct or proper decorum in a public meeting; and

WHEREAS, the opportunity to be heard is subject to rules or policies adopted by the board or commission, as provided in Section 286.0114(4), *Florida Statutes*; and

WHEREAS, the opportunity to be heard requirement does not apply to certain actions of a board or commission, as provided in Section 286.0114(3), *Florida Statutes*; and

WHEREAS, the circuit courts have jurisdiction to issue an injunction for the purpose of enforcing Section 286.0114, *Florida Statutes*, upon the filing of an application for such injunction by a citizen of this state, pursuant to Section 286.0114(6), and to award attorney fees under Section 286.0114(7); and

WHEREAS, if a board or commission adopts rules or policies in compliance with this section and follows such rules or policies when providing an opportunity for members of the public to be heard, the board or commission is deemed to be acting in compliance with this section.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LAKE MARY, FLORIDA, AS FOLLOWS:

SECTION 1. That the City Commission of the City of Lake Mary hereby adopts the following procedure for Citizen Participation at City Meetings as follows:

1. Citizen Participation will be heard at the beginning of the City Commission meeting regarding any item on the agenda except as provided in paragraph 2 below.
2. As provided in Section 286.0114, *Florida Statutes*, public comment will not be heard on:
 - a. Emergency items, meaning an official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with Section 286.0114, *Florida Statutes*, would cause an unreasonable delay in the ability of the Commission to act;
 - b. Ministerial items, meaning an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
 - c. Quasi-judicial items.
3. If a proposition is considered by the City Commission at a regularly scheduled meeting which is not listed on the agenda, then the Mayor will offer the public an opportunity to speak to that item either at that meeting or the next regularly scheduled meeting during Citizen Participation.
4. City Commission Work Sessions. The City Commission holds Work Sessions to consider certain items which are not ready for official action. The public is always welcome to attend, and is welcome to provide comments regarding Work Session items to the Commission and Staff outside a meeting. Typically Work Sessions provide the Commission an opportunity to discuss the topic of the Work Session among themselves

and with City staff. Public comment will not be heard at Work Sessions, but public comment on Work Session items will be taken at the very next regular City Commission meeting following the Work Session during Citizen Participation.

5. Other Boards will hear public comment on items except those items exempted by state law, as provided under paragraph 2 above.

SECTION 2. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. Severability. If any section, sentence, phrase, word or portion of this Resolution is held to be invalid, unlawful or unconstitutional by any court of competent jurisdiction 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 Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

Passed and Adopted this 5th day of September, 2013.

CITY OF LAKE MARY, FLORIDA

DAVID J. MEALOR, MAYOR

ATTEST:

CAROL A. FOSTER, CITY CLERK

FOR THE USE AND RELIANCE OF THE CITY OF
LAKE MARY ONLY; APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CATHERINE D. REISCHMANN, CITY ATTORNEY