



## **LAKE MARY CITY COMMISSION**

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

**Regular Meeting  
AGENDA**

**THURSDAY, NOVEMBER 20, 2014 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: November 6, 2014**
- 6. Special Presentations**
- 7. Citizen Participation**
- 8. Unfinished Business**
- 9. New Business**
  - A. Ordinance No. 1521 - Amending Chapter 150, Building Code and Chapter 152, Floodplain Management - First Reading (Public Hearing) (Bruce Paster, Public Works Director)**

**B. Resolution No. 953 - Amend FY 2014 Budget (Dianne Holloway, Finance Director)**

**10. Other Items for Commission Action**

**11. City Manager's Report**

**A. Items for Approval**

- a. Agreement with Advanced Data Processing, Inc. (Intermedix) for Medical Transport Billing**
- b. SunRail Entry Feature Sign**
- c. Appointment to Metroplan's Citizen Advisory Committee**

**B. Items for Information**

- a. Monthly Department Reports**

**12. Mayor and Commissioners Report - (4)**

**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: December 4, 2014**

1 MINUTES OF THE SPECIAL CALLED LAKE MARY CITY COMMISSION MEETING  
2 held November 6, 2014, 6:15 P.M., Lake Mary City Commission Chambers, 100 North  
3 Country Club Road, Lake Mary, Florida.  
4

5  
6 I. Call to Order  
7

8 The meeting was called to order by Mayor David Mealor at 6:15 P.M.  
9

10 II. Roll Call  
11

12 Mayor David Mealor	Jackie Sova, City Manager
13 Commissioner Gary Brender	Carol Foster, City Clerk
14 Deputy Mayor George Duryea	Dianne Holloway, Finance Director
15 Commissioner Thom Greene	John Omana, Community Development Dir.
16 Commissioner Jo Ann Lucarelli	Gary Schindler, City Planner
17	Tom Tomerlin, Economic Development Mgr.
18	Wanda Broadway, Human Resources Mgr.
19	Bryan Nipe, Parks & Recreation Director
20	Steve Bracknell, Police Chief
21	Bruce Fleming, Sr. Code Enforcement Officer
22	Joe Landreville, Deputy Fire Chief
23	Katie Reischmann, City Attorney
24	Mary Campbell, Deputy City Clerk
25	

26 III. Approval of Minutes: October 16, 2014  
27

28 **Motion was made by Commissioner Lucarelli to approve the minutes of the**  
29 **October 16, 2014, meeting, seconded by Commissioner Greene and motion**  
30 **carried unanimously.**  
31

32 IV. Unfinished Business  
33

- 34 A. Ordinance No. 1518 – Amending, moving and repealing portions of Title V,  
35 Public Works, of the Code of Ordinances – Second Reading (Public Hearing)  
36 (Dianne Holloway)  
37

38 The City Attorney read Ordinance No. 1518 by title only on second reading.  
39

40 Ms. Holloway said the City water and wastewater systems were established  
41 approximately 40 years ago. Regulations as currently crafted the language is outdated,  
42 operations have changed in a way that conditions no longer apply, and there is a need  
43 to update current policies and practices that may not be specifically addressed. The  
44 proposed amendments address changes in nomenclature, eliminate unnecessary  
45 sections, clarify ambiguities, and ratify current practices. The overall intent is to  
46 combine common elements of the code, move them to more appropriate sections and

1 titles so that it becomes more user friendly for transparency reasons. The effective date  
2 is 90 days out to satisfy any statutory requirements. She clarified there were no  
3 changes to fees or charges.

4  
5 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1518. No  
6 one came forward and the public hearing was closed.

7  
8 **Motion was made by Commissioner Brender to approve Ordinance No. 1518 on**  
9 **second reading, seconded by Commissioner Lucarelli and motion carried by roll-**  
10 **call vote: Commissioner Brender, Yes; Deputy Mayor Duryea, Yes;**  
11 **Commissioner Greene, Yes; Commissioner Lucarelli, Yes; Mayor Mealor, Yes.**

12  
13 B. Ordinance No. 1519 – Franchise Agreement with Waste Pro of Florida, Inc.  
14 for Solid Waste Services – Second Reading (Public Hearing) (Dianne  
15 Holloway, Finance Director)

16  
17 The City Attorney read Ordinance No. 1519 by title only on second reading.

18  
19 Ms. Sova said as directed by the Commission, we issued an RFP in March 2014 that  
20 did conclude with contract negotiations for a new franchise with Waste Pro of Florida for  
21 solid waste, recyclables, yard trash, and bulk waste from residents within the city limits  
22 and also solid waste from commercial customers inside the city limits. There is some  
23 rate restructuring and is a small rate reduction for residential collection and some rate  
24 reductions for the larger dumpsters. We have begun our transition meetings and  
25 process so we are ready to go on March 1 when this becomes effective.

26  
27 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1519.

28  
29 Shirley Gray, 755 Oakland Hills Circle, Apartment 109, Lake Mary, Florida, came  
30 forward. She said she didn't want this to happen with Waste Pro. Four five years ago  
31 and it never happened after John Litton threw a picture that I took and sent it to him  
32 when they were negotiating on a table with maggots crawling all over it. The dumpster  
33 had broken down in the apartment complex, which happens, but it took days and days  
34 for them to bring a dumpster back. We never want to see that again and we haven't  
35 seen it since. The apartment management is right on that. Waste Management took  
36 care of it. When one would break down they would bring another one back in. She  
37 would just like them to keep on top of that.

38  
39 Susie Dolan, Local Municipal Marketer for Waste Pro, came forward. She wanted it  
40 noted that Ms. Gray has her business card as of this moment and should she have any  
41 issues at any time she is more than welcome to call.

42  
43 No one else came forward and the public hearing was closed.

44  
45 **Motion was made by Commissioner Brender to approve Ordinance No. 1519 on**  
46 **second reading, seconded by Commissioner Lucarelli and motion carried by roll-**

1 **call vote: Deputy Mayor Duryea, Yes; Commissioner Greene, Yes; Commissioner**  
2 **Lucarelli, Yes; Commissioner Brender, Yes; Mayor Mealor, Yes.**

3  
4 V. Swearing In – The Honorable Donna McIntosh

5  
6 A. Mayor David Mealor

7  
8 Judge McIntosh and Mayor Mealor came forward. Judge McIntosh administered the  
9 Oath of Office to Mayor Mealor.

10  
11 B. Commissioner Gary Brender

12  
13 Commissioner Brender came forward. Judge McIntosh administered the Oath of Office  
14 to Commissioner Brender.

15  
16 C. Commissioner-elect Sidney Miller

17  
18 Commissioner-elect Miller came forward. Judge McIntosh administered the Oath of  
19 Office to Commissioner-elect Miller.

20  
21 Mayor Mealor said he would like to acknowledge the work of Thom Greene. Mayor  
22 Greene served this community beautifully at a time that was very troubling for us  
23 because we lost one of the dearest colleagues one could ever want to serve with. He  
24 was willing to come back, we didn't miss a beat, and got us through the budget process.  
25 It is so appropriate that the leadership Mayor Greene provided for eight years took this  
26 city to another level and how appropriate that Mr. Miller was serving on the Planning &  
27 Zoning Board at that time.

28  
29 Commissioner Greene said he was honored and privileged and appreciated the  
30 Commission allowing him to serve out the rest of Allan's term. Allan was a great man  
31 and he did a great job and was honored to sit in this seat again. You keep up the good  
32 work. You have done an amazing job for the City of Lake Mary. He was sure Sid would  
33 do his part because he has the experience to do it. Good luck.

34  
35 Commissioner Miller said Randy Barrage is here and Randy is noted for giving  
36 speeches where he mentions everybody in the audience at least once. Randy is here  
37 with his wife Sharon and David Lindberg. He said he could see Owen Wentworth but  
38 his wife Sandy was unable to make it. Gene and Sherry Anderson are here, Carol  
39 Logan, Izzy and Peyton are here, and Dick Fess is here. He gave a special thanks to  
40 Randy Morris. He would not be sitting here if it were not for Randy Morris, Roger Penn  
41 and Gene Anderson. They had more to do with his decision to do this. He said he  
42 wished he could show the marvelous brochure. He was going to campaign like a tiger.  
43 We did the world's greatest brochure; it is magnificent. It has him and Martha and his  
44 children. It is just loaded with stuff. He recognized his grandchildren; Lydia Gwinn; his  
45 daughter Diane Miller; his younger son Chris; and Pat and Sonny Blake. He said Pat  
46 had something to do with his making this decision.

1  
2 Commissioner Miller said Allan Plank was a magnificent commissioner but was also the  
3 heart and soul of the Trailblazers and a lot of things. He took Allan's place on the  
4 Trailblazers and because of that was in touch with the last part of his life. He thought  
5 when he was passing away it was a sign to him. He always wanted to have a bigger  
6 role in Lake Mary and this is the opportunity. To follow behind Allan Plank sounded like  
7 a great thing for him. He thanked Thom Greene for keeping the sit warm. Thom did a  
8 great job. He said he counseled with Shirley Gray early on in his campaign and she  
9 waxed eloquently all the things I should not do. Carol Logan was a big help as well. He  
10 said his wife Martha would be here if she could. His wife loved Lake Mary as much as  
11 anybody.

12  
13 Mayor Mealar said her fingerprints are all over this community. We are blessed in this  
14 community. We talked about a legacy of leadership and what Commissioner Miller  
15 provided on the Planning & Zoning Board. To come from the advisory to the policy  
16 making group is a wonderful transition. He is going to be a great addition to this team.

17  
18 VI. Adjournment

19  
20 There being no further business, the meeting adjourned at 6:35 P.M.

21  
22 A reception was held immediately following in the conference room.  
23

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held November 6,  
2 2014, 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road,  
3 Lake Mary, Florida.

4  
5  
6 1. Call to Order  
7

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

10 2. Moment of Silence  
11

12 3. Pledge of Allegiance  
13

14 4. Roll Call  
15

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

Jackie Sova, City Manager  
Carol Foster, City Clerk  
Dianne Holloway, Finance Director  
John Omana, Community Development Dir.  
Gary Schindler, City Planner  
Tom Tomerlin, Economic Development Mgr.  
Wanda Broadway, Human Resources Mgr.  
Bryan Nipe, Parks & Recreation Director  
Steve Bracknell, Police Chief  
Bruce Fleming, Sr. Code Enforcement Officer  
Joe Landreville, Deputy Fire Chief  
Katie Reischmann, City Attorney  
Mary Campbell, Deputy City Clerk  
22  
23  
24  
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26  
27  
28  
29

30 5. Special Presentations  
31

32 A. Proclamation – Pancreatic Cancer Month  
33

34 The City Attorney read a proclamation proclaiming November 2014 as Pancreatic  
35 Cancer Awareness Month.  
36

37 Mayor Mealor presented the proclamation to Chris Bundy.  
38

39 Mr. Bundy thanked the Mayor and Commission. This is the fourth year in a row for the  
40 proclamation. It can't be overstated what proclamations do for awareness. On behalf  
41 of all the volunteers, patients, survivors, and those we've lost, including his grandfather,  
42 thank you very much and God bless.  
43

44 Ms. Sova asked Bryan Nipe and Dennis Helsley to come forward. This presentation is  
45 for our Employee of the Quarter.  
46

1 Mr. Nipe said it was his honor and privilege to recognize one of our staff members from  
2 the Parks & Recreation team. Dennis Helsley is the Employee of the Quarter for the  
3 entire city.

4  
5 Mr. Nipe read the nomination brought forward by Gary Wood on Dennis's team: Mr.  
6 Dennis Helsley is the type of coworker that every employee in the Parks Department  
7 enjoys working with. His knowledge, great attitude and enthusiasm in accomplishing  
8 any task given makes him one of the best. Mr. Helsley's spirit of teamwork, always  
9 willing to provide a helping hand is one of the best that I have ever seen from a  
10 coworker. Thank you Mr. Helsley for your 20 years of service with the City of Lake Mary  
11 and the great attitude you bring to the job place. Dennis's positive attitude and loyalty  
12 over time is much appreciated. This quarter in the absence of the lift operator for  
13 decorating the trees, Dennis volunteered for this responsibility. He has shown  
14 exceptional skill and caution while both high lift tree trimming and placing the lights. We  
15 appreciate all of Dennis's time and efforts and he is a great man and a pleasure to work  
16 with.

17  
18 Mr. Helsley thanked the Commission and said it had been a pleasure working for the  
19 City of Lake Mary.

20  
21 Mayor Meador said Dennis's work is noticed by others and he thanked him for the job  
22 that he does. He reflects beautifully and positively on our community.

23  
24 6. Citizen Participation

25  
26 Larry Volenec, new Regional Manager with Florida Power & Light, 425 North Williamson  
27 Boulevard, Daytona Beach, Florida, came forward. He said his boss has announced his  
28 retirement and is assuming his responsibilities as Regional Manager. He will still have  
29 responsibilities for Seminole, Volusia and Flagler Counties but will have a team of area  
30 managers handling the northern part of the state from Sarasota County across to Vero  
31 Beach, Indian River County, and north to the state line.

32  
33 Mr. Volenec said Mel Lock continues to be your dedicated governmental accounts  
34 representative. If there are issues with the governmental accounts he is more than  
35 happy to help you with that. If there are ever any issues you or any of your constituents  
36 have he asked they give him a call and let him try to help resolve those.

37  
38 Mr. Volenec said for five years running Florida Power & Light continues to have the  
39 lowest electric rates in the State of Florida of the 55 utilities. Our bills are 7% lower than  
40 five years ago. If you look at groceries, insurance, and health care everything is on the  
41 rise. In January we have announced we are going to reduce the bills another \$2.00 per  
42 1,000 kilowatt hours so we will be below \$100.00 per 1,000 kilowatt hours. That is for  
43 residential. We will be reducing them again another 1% for businesses because we feel  
44 it is very important to help economic recovery. Our bills are 25% lower than the national  
45 average. There is no electric generator in the State of Florida that has a lower emission  
46 rate than Florida Power & Light. Since 2001 we have reduced our use of foreign oil by

1 about 99%. We used to burn about 40 million barrels a year and are down to less than  
2 100,000 barrels now. That saved our customers about \$6.8 billion in fuel charges.  
3 Through use of natural gas for our combustion turbines there is very little emissions and  
4 greenhouse gases and they are 30% more efficient than the oil burning plants that they  
5 replaced. We are not giving dollars to foreign countries that aren't fond of us and we  
6 are using natural gas from the United States. Our reliability ranks in the top 25% of all  
7 major utilities across the U.S.

8  
9 Mr. Volenec thanked the Commission for their time. You have a beautiful community  
10 and look forward to working with you.

11  
12 Mayor Meador said Larry has been a remarkable representative and has always been so  
13 responsive. It is natural that he would have the promotion that has been granted. He  
14 has earned it.

15  
16 Jeff Lemon, 116 Pine Circle Drive, came forward. He said as a cancer survivor, he  
17 wanted to applaud the City for recognizing pancreatic cancer. He thought that was a  
18 wonderful thing and was sorry he didn't have a chance to speak to the gentleman and  
19 his son. That is another reason to be proud of the City.

20  
21 No one else came forward and citizen participation was closed.

22  
23 7. Unfinished Business

24  
25 There was no unfinished business at this time.

26  
27 8. New Business

28  
29 A. North Point Development (Public Hearing) (Gary Schindler, City Planner)

- 30 1. Resolution No. 951 – Rescind North Point Development of Regional  
31 Impact  
32 2. Resolution No. 952 – Adopt a Development Agreement

33  
34 The City Attorney read Resolutions Nos. 951 and 952 by title only.

35  
36 Mr. Schindler said Ms. Miranda Fitzgerald is present representing Duke Realty. The  
37 issue tonight is the proposed rescission of the DRI status of North Point. As long as it's  
38 a DRI, whoever the owner is has an ongoing responsibility and it never ends and there  
39 are financial obligations to this. When this was suggested to us we said we would  
40 consider this. He said Ms. Fitzgerald told them she has done this in a number of areas  
41 in Brevard and Orange Counties. We said we would consider this as long as we have  
42 tit for tat. We want to make sure we don't just open the floodgates. That is why there  
43 are two items before you. We have one resolution to rescind the DRI and then the  
44 proposed development agreement which is for 30 years. It does what the DRI does  
45 now.

1 Mayor Mealor said it is a system of checks and balances.

2  
3 Mr. Schindler answered affirmatively. We posted the three major entrances to North  
4 Point and received one call. The fellow asked what this does and he explained that  
5 what you are doing today as a DRI you will be able to do tomorrow if it should be  
6 rescinded. This is basically a continuation of the obligations without the DRI  
7 designation. The development agreement addresses impact fees, the formula whereby  
8 you can go from office to retail to hotel. There is nothing in the DRI now that will be  
9 radically different from what is in the development agreement.

10  
11 Deputy Mayor Duryea said it always occurs to me that when something is put forth to be  
12 changed it is always to the benefit of the property owner. He asked what benefit does  
13 the applicant get and how does that affect what is already in place.

14  
15 Mr. Schindler said as long as Duke Realty is designated as the owner or person that is  
16 responsible for the DRI, they have certain obligations in reporting, traffic modeling and  
17 maintenance studies to do periodically. We have reached a point in the DRI whereby all  
18 the major obligations have been met. The last time we did a modeling study there were  
19 no more roadway improvements to be done. We negotiated with them to make a  
20 contribution to Lynx of a certain amount to buy vans for vanpooling with the hope that  
21 there would be a group of employees in North Point that could benefit from that. There  
22 are obligations that are required in the DRI that no longer make sense. By rescinding  
23 the DRI, Duke Realty will no longer have these obligations but it will be a win-win  
24 situation for both them and the City.

25  
26 Mr. Omana said dovetailing on Mr. Schindler's comments, part of the rationale in the  
27 rescinding opportunity is the laws changed. Florida Statutes changed allowing you to  
28 do this. In response to Deputy Mayor Duryea's question of what are the pros and cons  
29 and who has benefits versus less benefits, the common denominator is we are taking  
30 the entitlements that were under the umbrella of the DRI and transferring over those  
31 same entitlements to the new umbrella which is the development agreement. We are  
32 still protected in the fact that we are just taking that transfer of entitlements that will be  
33 managed under a new agreement and at the end of the day any development that  
34 comes in within the remaining pods of the former DRI will still have to go through the  
35 regular processes such as conditional use, site plan approval, etc.

36  
37 Ms. Reischmann said we are required to rescind. We don't have any option. It is in part  
38 because the statute requires it but also we are in an area that developers are no longer  
39 required to do DRIs. DRIs are kind of a thing of the past. What this developer is  
40 gaining is this area is primarily built out so they no longer have to do some of the  
41 reporting and no longer have to seek regional approval for amendments. It seems that  
42 is beneficial to us because whatever changes out here will impact the City because  
43 most of it is built out anyway. We can control what goes on.

44  
45 Deputy Mayor Duryea asked what was in the DRI now that has future implications as to  
46 the applicant. We are taking away whatever the DRI says about their future.

1  
2 Mr. Schindler said we only have three parcels that are developable. He pointed out the  
3 parcels on the exhibit. We have identified that they are to pay the impact fees per the  
4 rest of the City. The DRI had special impact fees and now they will be treated just like  
5 everyone else. We are identifying the types of uses that will be in those development  
6 areas. It will be a smoother transition. We are retaining the equation for moving  
7 between office, hotel rooms, and retail square footage. It's going to make the process  
8 of development and review less cumbersome.

9  
10 Mr. Schindler said on October 14, 2014, the P&Z voted unanimously to (1) recommend  
11 approval of the rescission of the DRI for the North Point development and (2)  
12 recommend approval for the proposed development agreement.

13  
14 Mayor Meador asked if anyone wanted to speak in reference to Resolution No. 951  
15 and/or Resolution No. 952.

16  
17 Miranda Fitzgerald, Lowndes, Drosdick, Doster, Kantor & Reed Law Firm, 215 North  
18 Eola Drive, Orlando, Florida, came forward representing Duke Realty. Duke has been  
19 the master developer of this project for years. They took over from Shell Oil in the mid-  
20 80's.

21  
22 Ms. Fitzgerald said everybody that has spoken has given a good background on what  
23 we are doing and wanted to tell more about why. Duke Realty has sold every square  
24 inch of property that they own in this property so they are the legacy master developer.  
25 They really don't have any stake in the outcome any longer. The most recent sale in  
26 this project was to Pelloni. They bought the two properties on the north. The only other  
27 vacant property is a piece that's owned by Duke Energy on the south end. When we  
28 were negotiating the sale to Pelloni, we were begging them to step in and be the master  
29 developer because we don't want to do it anymore. We don't have any reason to be the  
30 master developer. We don't own anything anymore. Pelloni said they didn't want that  
31 obligation.

32  
33 Ms. Fitzgerald said when we were negotiating with Pelloni we were talking at that time  
34 about the rescission process. In 2011 when the legislature created DULAs (Dense  
35 Urban Land Areas) that the City qualifies for based on population, it put existing DRIs in  
36 a category where you could retain the DRI and move forward under Chapter 380 and all  
37 of the baggage that comes with that or you could rescind. That made it mandatory if a  
38 developer asked to have a DRI rescinded and you happen to be in one of these  
39 DULAs—there are a few other areas that you can rescind a DRI and reasons for  
40 rescinding a DRI—but it says if it is requested the city or the local government shall  
41 rescind the DRI as long as all the mitigation has been completed for the amount of  
42 development that has been constructed at the time of the rescission. That is clearly the  
43 case in North Point. There is another provision that says it either has to be completely  
44 finished with your mitigation or you have to have contractual obligations with the  
45 permitting agencies that allow them to enforce any additional mitigation.

1 Ms. Fitzgerald said when you look at it from one perspective, you have a DRI in the City  
2 that has had a lot of state oversight over the years. This is an opportunity to take that  
3 project and put it on more of an equal footing financially with other projects coming into  
4 the City. If you wanted to do a DRI today in the City of Lake Mary you couldn't. Part of  
5 the reason is why keep the state involved when they don't have to be involved. She  
6 said she very carefully went through the existing development order point by point and  
7 transferred all of the operative provisions from the development order into the  
8 development agreement and took out only those things that were state driven and not  
9 anything that was driven by the City or things that weren't applicable anymore. This  
10 project has completed its monitoring and modeling. It has fully mitigated its  
11 transportation.

12  
13 Ms. Fitzgerald said Filutowski is one of the owners. When she was thinking about how  
14 to transition the development conditions that are in the DRI over to the development  
15 agreement, she was thinking about what happens if Filutowski wanted to change their  
16 use and how the City would then control that going forward. If this were a DRI and they  
17 wanted to change anything, they and the master developer would have to seek  
18 permission from the state and the region to do that, which is costly, and just time alone  
19 can put you in situation where you have to amend your DRI. The way the statute is  
20 written today, once you're a DRI you are always a DRI. You never can eliminate it  
21 unless you abandon it, which we can't because we've got too much development, or  
22 you can rescind it. The only other way you can deal with it is go through the notification  
23 of proposed change process any time any change happens in that project which is  
24 extremely cumbersome and expensive. Her thought was if we could figure out a way  
25 through the conversion matrix to allow not just the undeveloped parcels but the  
26 developed parcels as well. If they wanted to do an expansion they would come to the  
27 City and say this is what we have today, this is our land use, this is the amount of  
28 square footage we have, and we would like to do an addition. At that point the City is  
29 going to evaluate that on trips and make the determination just as it would under any  
30 other project coming into the City whether additional mitigation needs to be done, if  
31 they're balancing the trips and keeping within that same trip parameter they wouldn't  
32 have to further mitigate. It allows for conversion of uses so if all a sudden the eye  
33 business changes and they wanted to do a hotel there is a provision and the conversion  
34 matrix would allow that change of use under the City's authority in that development  
35 order as long as those trips are balanced. If anyone comes in in the future and wants to  
36 change something in this project that is going to increase the impacts then you as the  
37 city have the control and authority under that development agreement to require  
38 additional mitigation. She felt it was fair to both parties. It is balanced and gives the  
39 City more control than the development order did because you don't have DCA, DEO,  
40 and regional planning council oversight. She said she would appreciate the  
41 Commission's support. She thought it was good for the City and Duke Realty who  
42 would love to move on to other things and not be involved with this project.

43  
44 No one else came forward and the public hearing was closed.

45

1 **Motion was made by Commissioner Lucarelli to approve Resolution No. 951,**  
2 **seconded by Commissioner Brender and motion carried by roll-call vote:**  
3 **Commissioner Miller, Yes; Commissioner Lucarelli, Yes; Commissioner Brender,**  
4 **Yes; Deputy Mayor Duryea, Yes; Mayor Mealor, Yes.**

5  
6 **Motion was made by Commissioner Lucarelli to approve Resolution No. 952,**  
7 **seconded by Commissioner Brender and motion carried by roll-call vote:**  
8 **Commissioner Lucarelli, Yes; Commissioner Brender, Yes; Deputy Mayor Duryea,**  
9 **Yes; Commissioner Miller, Yes; Mayor Mealor, Yes.**

10  
11 Mayor Mealor said because of the outcome of the election on November 4<sup>th</sup>, there is a  
12 request that Item 8-C, Ordinance No. 1520, be withdrawn.

13  
14 **Motion was made by Commissioner Brender to withdraw Ordinance No. 1520,**  
15 **seconded by Commissioner Lucarelli and motion carried unanimously.**

- 16  
17 B. Request to reduce Code Enforcement lien for 377 North Country Club Road;  
18 Robert Sabrkhani, Realty Executives (Bruce Fleming, Sr. Code Enforcement  
19 Officer)

20  
21 Bruce Fleming, Sr. Code Enforcement Officer, came forward. The Lake Mary Code  
22 Enforcement Board held a public hearing on May 21, 2013. The board found that the  
23 property owners, the Bank of America, and Maria McGowan had violated the Lake Mary  
24 Property Maintenance Code by failing to comply with the provisions of said code related  
25 to the overgrowth of grass and weeds, removal of all trash, rubbish and debris, and  
26 registering an abandoned foreclosed property with the office of the City Clerk. His  
27 records reflect that the foreclosure process started on February 4, 2013, being filed at  
28 the office of the Clerk of Court on February 26, 2013. The property owners were  
29 required to bring the property into compliance with the code within 14 calendar days of  
30 the hearing or pay a fine of \$250.00 per day for each day the violation continued. The  
31 board convened a compliance hearing on September 17<sup>th</sup> and determined that  
32 compliance had not been obtained; therefore, the board ordered the lien of \$250.00 per  
33 day be filed for 102 days of non-compliance beginning June 7, 2013, through  
34 September 17, 2013. The lien continued to accrue daily until November 23, 2013. On  
35 November 25, 2013, Code Enforcement conducted a subsequent inspection which  
36 revealed compliance had been obtained. An Affidavit of Compliance was filed for a total  
37 of 169 days of non-compliance. The outstanding balance at that point was \$42,250.00,  
38 the filing fees were \$47.00, and the interest accumulated at 4% per annum was \$837.45  
39 which brought the total to \$43,134.45 through December 31, 2013.

40  
41 Mr. Fleming said on November 27<sup>th</sup> the property owner submitted a request for  
42 consideration for the Commission to reduce the outstanding lien from \$43,000.00 down  
43 to \$4,250.00. An inspection by Code Enforcement revealed that the property remained  
44 in compliance. At that time the request was denied by the Commission.

1 Mr. Fleming said on October 28, 2014, an additional request was received from the new  
2 property owners which is Federal National Mortgage Association through its agent, Mr.  
3 Robert Sabrkhani of Realty Executives, for another consideration of a lien reduction.  
4 The current outstanding balance through November 30, 2014, is \$42,250.00 for the  
5 Code Enforcement lien, \$2,429.75 in interest calculated at 4% per annum, \$47.00  
6 recording fees, and \$570.00 in attorney's fees. The grand total outstanding as of today  
7 is \$45,296.75.

8  
9 Mr. Fleming said the property is currently in compliance with the board's order of May  
10 31, 2013. They have done a lot of remodeling work and it looks really good. He  
11 thought they may be in the process of trying to get the property sold. Therefore, staff  
12 offers no objection to consideration of abatement of the lien provided full remittance is  
13 made within 30 days of the reduction.

14  
15 Mayor Meador said the bottom line is there is \$46,246.75 outstanding. He asked what  
16 was the request.

17  
18 Mr. Fleming is they had not given him the request of what they would like the  
19 Commission to consider.

20  
21 Robert Sabrkhani of Realty Executives, 3899 West Lake Mary Boulevard, Lake Mary,  
22 Florida, came forward. He stated he was the broker in charge of this property as of  
23 about a month and a half ago. From the day he got it he has taken care of it. We tried  
24 to get it to a position where it is nice. We maintain our properties to the standard of the  
25 community or better. It is at that point and we are still working on it. We should be  
26 done in a couple of weeks and hopefully have a nice family moving in.

27  
28 Mayor Meador said he was going to bottom line this. The outstanding balance is  
29 \$46,000+. He asked Mr. Sabrkhani his request.

30  
31 Mr. Sabrkhani said if it is anything like other cities and counties he has dealt with, in  
32 general they reduce it to a level where it is reasonable and he can go back to the bank  
33 and say he has reduced it to a reasonable amount. Let's get this done so we can sell  
34 this property. He thought 10% of that fee is something he could go back to the bank  
35 and get them to pay it immediately through their attorney.

36  
37 Mayor Meador said a year ago there was a request for 10% which would have been  
38 \$4,250.00 and the Commission denied that. Now Mr. Sabrkhani is asking for  
39 consideration of 10% which would take it to \$4,625.00. He asked if that was correct.

40  
41 Mr. Sabrkhani said that is correct.

42  
43 Commissioner Brender said we have history of reducing liens like this substantially. He  
44 asked the City Manager if she was aware of any particular number that we have  
45 generally used in the past.

1 Ms. Sova said we have negotiated all of these to the best of our ability. We always  
2 make sure that we cover our legal fees, recording fees, and staff costs. At a minimum  
3 we recover those items. We have had the number of 10% come before us before.  
4

5 Commissioner Brender proposed that they look at that 10% number plus the \$47.00  
6 recording fees, \$570.00 in attorney's fees, and the estimated staff time of \$950.00.  
7

8 Commissioner Miller said he was confused. He asked if this was a foreclosure where  
9 the bank took over. He asked if they were aware of the \$42,000.00 lien. He asked if  
10 someone has acquired the property with that lien in it.  
11

12 Mr. Fleming said the foreclosure process started on February 4, 2013. Prior to, and  
13 unbeknownst to the City, the hearing of May 2013, Maria McGowan died. Now the  
14 owner of the property is the bank and the deceased Maria McGowan. As soon as the  
15 property goes into foreclosure or as soon as the investigation reveals the property is  
16 going into foreclosure, the person that the County says is the owner of the property as  
17 well as the mortgage company are notified because the City is requiring that the  
18 property owner take responsibility for the things that property owners are responsible for  
19 like junk, trash, grass and things of that nature. We also require mortgage companies  
20 or lenders to register potential foreclosed properties with the office of the City Clerk in  
21 case there are emergencies or issues that may occur during the process so we have a  
22 person the City can contact. The bank was notified of the condition of the property.  
23

24 Commissioner Miller asked if the reduction of this lien is going to result in a higher profit  
25 for the sale of the property. He asked if that was what we are doing here. He asked if  
26 we were creating more equity for the bank by reducing the lien.  
27

28 Mr. Fleming said notwithstanding the result of how much the bank may or may not be  
29 able to sell, we are not qualified to make those types of judgments. In Code  
30 Enforcement first and foremost is compliance and in cases of these abandoned  
31 properties to occupy them so they are no longer a nuisance to the community. We are  
32 trying to improve the community. What the bank does or what they make is no interest  
33 to the City.  
34

35 Commissioner Miller said when they ask us to cut their expense by \$46,000.00?  
36

37 Mayor Mealor said the issue is they can't sell that property with that lien on it. It makes  
38 it cost prohibitive. We had the same situation in the Timacuan community and also in a  
39 property just to the northeast of this property under consideration.  
40

41 Commissioner Miller said based on how the bank perceives the value of the property  
42 they cannot sell it with that lien against it.  
43

44 Commissioner Brender said we end up in a better position with having somebody in the  
45 house rather than having it empty.  
46

1 Commissioner Miller said he understood what was being said but thought they should  
2 follow up after the property is sold and everything is said and done just to see what  
3 really happened and whether we were allowing a bank to make another \$42,000.00 in  
4 profit on the sale of a house.

5  
6 Deputy Mayor Duryea said he thought what they have to stress to Commissioner Miller  
7 is all of these particular items were looked at individually. He didn't like the idea of  
8 blanketing the whole problem with what we did before. He agreed with Commissioner  
9 Miller. Why do we have these things in place if we don't hold them up. If they want to  
10 come back with half he would listen.

11  
12 Ms. Reischmann said there is a huge difference between a lien that's for mitigation  
13 costs where the City goes in and actually does repair or mowing versus a lien for actual  
14 penalty. We would treat those very differently. Our costs versus a penalty we are  
15 imposing.

16  
17 Commissioner Miller said an issue for him would be respect for that on the part of the  
18 person who had the lien placed against them if they believe they are going to get relief  
19 from it after it builds up to \$42,000.00. He questioned why it doesn't have any teeth.

20  
21 Mayor Mealor said the request was for 10% and Commissioner Brender offered 10%  
22 plus expenses that would take it to \$6,172.00.

23  
24 Commissioner Miller asked if they could ask the petitioner what he would accept. He  
25 asked if the only thing he would accept is \$4,200.00 or is he amenable to \$6-7,000.00.

26  
27 Mr. Sabrkhani said he could not answer that this minute; however, could say they have  
28 spent over \$20,000.00 already. If we don't settle this the way he was proposing it could  
29 just sit there and get deteriorated again. The whole idea is to sell this property and  
30 keep the City beautiful and have some family there. He couldn't say whether they  
31 would accept more or not but could go back to them with this.

32  
33 Mayor Mealor said according to the City Manager, in the past we have used 10% as a  
34 threshold. He thought Commissioner Brender makes a good point about the recovery.  
35 He recommended honoring the 10% request. We know the place is in compliance right  
36 now. He suggested directing staff to come back with a more defined policy related to  
37 this type of request.

38  
39 **Motion was made by Commissioner Brender to reduce the lien to 10% of the total**  
40 **amount plus associated fees outlined in staff report for a total of \$6,172.00**  
41 **provided it is paid in full within 30 days, seconded by Commissioner Lucarelli and**  
42 **motion carried 3 to 2 (Deputy Mayor Duryea and Commissioner Miller).**

- 43  
44 C. Ordinance No. 1520 – Establishing a temporary moratorium of two hundred  
45 and seventy days prohibiting the operation of any medical marijuana facilities  
46 within the City – First Reading (Public Hearing) (Gary Schindler, City Planner)

1  
2 Ordinance No. 1520 was withdrawn from the agenda earlier in the meeting. See Page  
3 11, Line 16.

4  
5 9. Other Items for Commission Action

6  
7 There were no items to discuss at this time.

8  
9 10. City Manager's Report

10  
11 A. Items for Approval

12 1. Appointment to Planning & Zoning Board and to Metroplan's Citizens'  
13 Advisory Committee and Municipal Advisory Committee

14  
15 Ms. Sova said this is a request for an appointment to the Planning & Zoning Board,  
16 Metroplan's Citizens' Advisory Committee and Municipal Advisory Committee. The  
17 Commission recently appointed alternate member Justin York as a regular member of  
18 the Planning & Zoning Board because Commissioner Miller came off the board and left  
19 a vacancy. Jeff Bales and Davis Wickham have both submitted board appointment  
20 forms. Both gentlemen have previously been on the LPA which we consolidated with  
21 P&Z.

22  
23 Ms. Sova said we need to appoint a representative to Metroplan. Sid Miller has been  
24 the City's representative on the Citizens' Advisory Committee since 2009 but since his  
25 election to the Commission he cannot serve on that committee any longer. The  
26 member must be a citizen of the City but not an elected official. The Citizens' Advisory  
27 Committee meets the fourth Wednesday of every month at 9:30 A.M. in downtown  
28 Orlando.

29  
30 Ms. Sova said we also need to appoint a member of the Commission to serve on the  
31 Municipal Advisory Committee to replace former commissioner Allan Plank. If we don't  
32 come up with a commissioner we can designate a senior staff member.

33  
34 Ms. Sova said we are asking the Commission to appoint a citizen to serve as an  
35 alternate member on P&Z to complete the term expiring December 31, 2015, appoint a  
36 citizen or business owner to Metroplan's Citizens' Advisory Committee, and appoint a  
37 member of the Commission or senior staff to serve on the Municipal Advisory  
38 Committee.

39  
40 Mayor Meador asked Commissioner Miller if he would be interested in serving on the  
41 Municipal Advisory Committee representing our city. He thought the skills he brought to  
42 the advisory committee will be most appropriate. He said if Commissioner Miller's  
43 schedule permits he would be an excellent representative. His background and work on  
44 the P&Z Board would be invaluable.

1 **Commissioner Miller accepted the appointment to the Municipal Advisory**  
2 **Committee.**

3  
4 **Motion was made by Deputy Mayor Duryea to appoint David Wickham to serve as**  
5 **the alternate member on the Planning & Zoning Board, seconded by**  
6 **Commissioner Brender and motion carried unanimously.**

7  
8 Mayor Mealor asked if the Commission would prefer that staff come back with  
9 recommendations for the Metroplan's Citizens' Advisory Committee.

10  
11 Commissioner Brender said we haven't collected a lot of names for the Citizens'  
12 Advisory.

13  
14 Ms. Sova said we are not flush with responses.

15  
16 Commissioner Miller said some of the requirements for Metroplan Orlando is 99.9%  
17 transportation, is a 35-person committee, is generally two full hours and sometimes  
18 longer, and meets on Robinson Street in downtown Orlando. Right now it is very timely  
19 for what it's doing because of all the work on I-4 and the Wekiva Expressway and  
20 firsthand information on everything happening. It's a good committee to sit on to  
21 understand everything going on in transportation.

22  
23 Commissioner Lucarelli said she would like to see if we could get more names rounded  
24 up.

25  
26 Ms. Sova said we can try.

27  
28 Mayor Mealor said Commissioner Miller will serve as our City representative of the  
29 Municipal Advisory Committee for Metroplan, and Mr. David Wickham will serve on the  
30 Planning & Zoning Board. We will await further nominations for the Citizens' Advisory  
31 Committee.

32  
33 **B. Items for Information**

34 **1. Update on projects on International Parkway**

35  
36 Ms. Sova said Mr. Tomerlin would provide an update on International Parkway as  
37 requested at the last meeting.

38  
39 Mr. Tomerlin said at the last meeting we had a workshop in which we addressed a  
40 marketing booklet looking at various opportunity sites throughout the City. We  
41 presented a concept in which we would divide out the City into different districts. The  
42 district the Commission wanted an update on was the International Business Center.  
43 This is in the neighborhood of AAA extending north to 46A where the new Verizon  
44 building is. He pointed out the area on the exhibit. With this particular development  
45 there were a lot of inquiries about what is occurring on the 7-1/2 acre parcel that is  
46 referred to as Central Park at Heathrow. It is the place where all the land is cleared on

1 one side of the Oval Park oval. He pointed out the area on the exhibit. It is what's  
2 occurring there.

3  
4 Mr. Tomerlin said in looking at the property appraiser records, if you go from the AAA  
5 building north to 46A there is a rough calculation of 2 million square feet of office space.  
6 If you use a conservative estimate and all that office space was occupied and each  
7 office worker occupied about 300 square feet, you are looking at about 6,500  
8 employees located in that district. What is occurring here is a professional office and  
9 retail mixed use development. Some of the uses committed there include a fitness club  
10 and a breakfast/lunch restaurant called Another Broken Egg. These uses are not Class  
11 A office space; however, those uses are true amenities to what has occurred in terms of  
12 complementing the Class A office space. In discussion with some of the larger office  
13 users, they were thrilled about an ability to walk to a place and have breakfast and  
14 lunch. That is what is occurring in that district.

15  
16 Mr. Tomerlin said there is some interest on the south side of Oval Park to continue this  
17 kind of pattern of amenity development, basically backfilling into an environment which  
18 has a heavy office use but now going in and establishing these kinds of uses that would  
19 complement that office use and make workers happy. There is a little bit of interest to  
20 install something similar to that. It is still very early in the planning stages at the south  
21 end of the Oval Park intersection.

22  
23 Commissioner Brender asked if there was anything directly to the west, the parcel that  
24 abuts Oval Park.

25  
26 Mr. Tomerlin said he didn't believe anything was currently knocking on the door.

27  
28 Commissioner Brender asked the size of Oval Park.

29  
30 Mr. Omana said about 7-1/2 acres.

31  
32 Deputy Mayor Duryea asked if anything was going on with the possible annexations on  
33 the south end of International Parkway.

34  
35 Mr. Tomerlin answered negatively. We have been working with a potential relocation of  
36 a project that is in that neighborhood that would locate out of unincorporated into the  
37 City of Lake Mary for a lot of business reasons on their end. In terms of annexation, no.  
38 The utilities are controlled by Seminole County on International Parkway. We have  
39 within our city limits the right-of-way of International Parkway. There could be an  
40 argument made that's a contiguous annexation anywhere along that stretch of road  
41 where the city line currently ends and southward to Lake Mary Boulevard. We have  
42 thought strategically about some approaches but right now had nothing to report.

43  
44 Ms. Sova said we have included in the packets information from Kittelson & Associates  
45 who we are going to engage to do a downtown traffic study proposal and look at the  
46 whole Downtown area including Country Club and the intersection at Lake Mary

1 Boulevard. There is also an update on the scoreboards at the Sports Complex. There  
2 are some changes happening there and the Little League helping out taking care of  
3 those scoreboards.

4  
5 Ms. Sova said all non-emergency offices will be closed on Tuesday, November 11<sup>th</sup>, in  
6 observance of Veteran's Day. Solid waste and garbage services are not affected.

7  
8 Ms. Sova said our annual holiday food drive is ongoing. You can drop off your non-  
9 perishable items at boxes located at city hall, fire stations, police department, and senior  
10 center. The donations will benefit Crystal Lake and Lake Mary Elementary Schools  
11 food pantries.

12  
13 Ms. Sova said we have a new vacancy on our Parks & Recreation Board. If anyone is  
14 interested in volunteering, please complete a board appointment information form  
15 available on the City's website.

16  
17 Mayor Meador recognized and welcomed the newly-elected Mayor of DeBary, Mr. Clint  
18 Johnson and his wife. He wished him every success in his new role.

19  
20 11. Mayor and Commissioners' Reports (3)

21  
22 Mayor Meador had no report at this time.

23  
24 Commissioner Miller had no report at this time.

25  
26 Commissioner Lucarelli said we had the Lake Mary-Heathrow Festival of the Arts a  
27 couple of weekends ago. The weather was perfect, attendance was great, and it was a  
28 great festival. She thanked all the City departments and employees, especially Bryan  
29 (Nipe) who is new on our board and the whole Parks & Rec Department. We couldn't  
30 have done it without them and the Police and Sheriff's Departments. Everyone works  
31 hard to put it together all year long and works hard the whole weekend. She thanked  
32 everyone.

33  
34 Commissioner Brender said he attended CALNO hosted by the School Board. Dr. Walt  
35 Griffin gave an update on Seminole County schools, graduation programs, and  
36 information in general. We think the school system here is good but when you see the  
37 numbers that they play with our school system is exceptional compared to most of the  
38 other counties in the state. It is a pleasure to see that kind of work going on and how  
39 efficiently they do maintain everything.

40  
41 Commissioner Brender said this afternoon we had the meeting of the Public School  
42 Facilities Advisory Committee. We have been working on an interlocal agreement  
43 between all the cities, the County and the School Board to make sure we are all on the  
44 same page as to what happens when development comes into the city, and we in turn  
45 inform the School Board and the School Board uses certain formulas in order to  
46 establish student loads and that kind of thing. We spent two hours wordsmithing the

1 interlocal. For the bulk of the work he thanked Steve Noto. As our planner he has been  
2 on the PTAC committee and has been the one who has done the lion's share of the  
3 work. Today we approved the interlocal agreement with a few changes in order to  
4 smooth a couple of things over. We were unable to get to a discussion which does  
5 involve school facilities and that is discussion regarding the stormwater fees and trash  
6 collection and the disagreements that some of the cities are having with the School  
7 Board over the payment of stormwater fees and trash collection. He was able to bring it  
8 up the last ten minutes and the School Board was amenable at that point since they  
9 didn't have time to discuss it. We will be scheduling another meeting in January and the  
10 agenda items will be those two items to see if we can address this. For some time it  
11 has been pushed aside numerous times and now everybody on the School Board has  
12 agreed it's time to get it out in the open, talk about it, and figure out what we are going  
13 to do.

14  
15 Mayor Mealor said Dr. Tomerlin and the work he is doing and the message we are  
16 telling to those who want to invest in our community, if you stop and think about our  
17 school district, the incredible relationship we have with Seminole State College and its  
18 partnership with UCF in terms of the talent pool, the educational and training  
19 opportunities, the schools, and the amenities we are putting in place we are trying to  
20 meet the needs of our citizens and their expectations. He thanked Commissioner  
21 Brender for that work and the City Manager has talked about giving him some additional  
22 data for that January meeting to compare and contrast what others do related to the  
23 impact the schools may have on a respective community.

24  
25 Deputy Mayor Duryea congratulated Commissioner Miller.

26  
27 Deputy Mayor Duryea said there is a talk being given by Dr. Jonathan Matusitz at UCF  
28 and the topic is the woman's role in the extremist Muslim terrorist movement. He  
29 thought it would be interesting for law enforcement to see the signs beforehand before  
30 we have to pick up the pieces later on.

31  
32 Deputy Mayor Duryea said the issue of annexation has always been something that  
33 intrigued him. We were almost successful at Colonial Park. Now that we are  
34 responsible for International Parkway down to Lake Mary Boulevard, he asked if there  
35 was the possibility of administratively annexing properties. He asked if that was  
36 something we could do or is it more trouble than it's worth.

37  
38 Ms. Reischmann said it is very statutory. You have to meet the statutory guidelines  
39 exactly. There are ways to annex by virtue of the enclaves that are created. You have  
40 to meet the exact requirements of the statute for that. There is involuntary annexation  
41 for commercial areas but that is very specific. Sometimes you have to have a  
42 referendum and sometimes you don't if it's unimproved property but most of what  
43 Deputy Mayor Duryea is talking about is improved so you would generally have to have  
44 a referendum.

45  
46 Deputy Mayor Duryea said a vote of all the people?

1  
2 Ms. Reischmann said a vote of the people that are living on the property and if you don't  
3 have anyone living then consent of a certain number of the owners depending on  
4 whether you have any registered voters living on the property. It is formulative. It could  
5 be worthwhile to look into it.

6  
7 Deputy Mayor Duryea said we have muddied the waters in the sense of this property  
8 here with eminent domain and shuddered to think what costs would be involved in trying  
9 an administrative annexation. He asked if that was something we could look at without  
10 having to spend a lot of staff time.

11  
12 Ms. Sova said we are familiar with what all those parcels are. As Mr. Tomerlin said we  
13 are tossing back and forth one of these parcels which abuts us and fits the  
14 qualifications. The company is partially in the City and partially in the County. We are  
15 looking at these properties. We can sit down with the City Attorney and look at them  
16 with a different point of view.

17  
18 Deputy Mayor Duryea said if we were seriously discussing annexation on an  
19 administrative basis, it would be easier to go to the property owners or real estate  
20 investment trust and say this is what we want to do, it's not going to cost a lot of money,  
21 but if you fight it you have all these legal costs. He didn't want to hold anybody hostage  
22 but thought there is an opportunity to square off that corner and still maintain our comp  
23 plan objectives.

24  
25 Ms. Sova said one of the biggest objectors would be the County itself.

26  
27 Deputy Mayor Duryea said if we do what's supposed to be done they can object all they  
28 want.

29  
30 Ms. Sova said we will look further into that.

31  
32 Commissioner Brender said during the voluntary annexation of Colonial Town Park that  
33 we started and went substantially through the process, the County finally stepped in and  
34 said this ain't going to happen. The County got to the property owners and at that point  
35 the County was in a position where the property was by and large undeveloped as of  
36 then. What they wanted were the impact fees and that kind of thing from the  
37 development. That kind of thing has already taken place and those impact fees have  
38 long been paid. One of the things he has reminded some of the County Commissioners  
39 about when we annex a property, we don't move it to Michigan; it actually stays in  
40 Seminole County and they still get their portions of the taxes. He talked to Dr. Tomerlin  
41 earlier in the week about some annexations. We should be exploring and see what's  
42 out there.

43  
44 12. City Attorney

45

1 Ms. Reischmann said she was pleased to announce that on the Portigiani case, the  
2 Commission's decision was approved by Judge Galluzzo at the circuit court and they  
3 chose to appeal that to the Fifth District Court of Appeals. That case was finalized by  
4 their reply brief that was filed September 19<sup>th</sup>. We would expect it would take at least a  
5 year and maybe two but it took less than one month. The court ordered that Petition for  
6 Writ of Cert is denied. Hats off to the Commission for a very sustainable order that went  
7 through all the way up to the appellate courts.

8  
9 Mayor Mealar said the whole point was the staff input and direction was to protect the  
10 property owner and we felt that was done. We will wish them the best.

11  
12 Mayor Mealar said we usually thank our Forest liaisons for being with us. However, one  
13 of that pair is in the hospital and asked to convey to Dr. Ellen McLaughlin our best  
14 wishes and hopes for a speedy recovery.

15  
16 13. Adjournment

17  
18 There being no further business, the meeting adjourned at 8:22 P.M.

19  
20  
21  
22  
23 \_\_\_\_\_  
24 David J. Mealar, Mayor

\_\_\_\_\_ Mary Campbell, Deputy City Clerk

25  
26 ATTEST:

27  
28  
29  
30 \_\_\_\_\_  
31 Carol A. Foster, City Clerk



## MEMORANDUM

DATE: November 6, 2014

TO: Mayor and City Commission

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

THRU: Bruce Paster, Public Works Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1521 – Amending Chapter 150, Building Code and Chapter 152, Floodplain Management

---

**DISCUSSION:** Changes are required to be made by the Federal Emergency Management Agency (FEMA) to the City's adopted Floodplain Management Ordinance, previously adopted by the City on May 17, 2012.

Attached is the revised Chapter 150, Building Code and Chapter 152, Floodplain Management Ordinance. The primary reason for the revisions is to modify and/or add wording to clarify intent. Additionally, Section 152.07 is being amended to reflect that the Planning and Zoning Board will hear and decide on requests for appeals and requests for variances rather than the Board of Adjustment. As you will recall, you previously merged the Board of Adjustment with the Planning and Zoning Board.

**RECOMMENDATION:** City Commission adopt Ordinance No. 1521 amending Chapter 150, Building Code and Chapter 152, Floodplain Management Ordinance.

**ORDINANCE NO. 1521**

**AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING CHAPTER 150 OF THE CODE OF ORDINANCES ENTITLED “BUILDING CODE” AND CHAPTER 152 ENTITLED “FLOODPLAIN MANAGEMENT” TO MEET REQUIREMENTS OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA); PROVIDING FOR THE PLANNING AND ZONING BOARD TO HANDLE VARIANCES AND REPEALS FROM CHAPTER 150; PROVIDING FOR SEVERABILITY, CODIFICATIONS AND EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Lake Mary, Florida and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

**WHEREAS**, the City of Lake Mary, Florida was accepted for participation in the National Flood Insurance Program on March 18, 1980 and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

**WHEREAS**, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

**WHEREAS**, section 553.73(5), Florida Statutes, allows adoption of local administrative amendments to the *Florida Building Code* to implement the National Flood Insurance Program; and

**WHEREAS**, the City Commission combined the duties of the Board of Adjustment with those of the Planning and Zoning Board making it necessary to amend the code.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION:**

**SECTION 1. That the Code of Ordinances is hereby amended as follows:**

**§ 150.03 ADOPTION OF STANDARD CODES**

**(f) Section 107**

**107.6.1** Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to **Section** 105.14 and Section 107.6 shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

## **§ 152.01 GENERAL PROVISIONS.**

**(A) Title.** These regulations shall be known as the Floodplain Management Ordinance of the City of Lake Mary, Florida, hereinafter referred to as "this chapter."

**(B) Scope.** The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

**(C) Intent.** The purposes of this chapter and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

**(D) Coordination with the Florida Building Code.** This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

**(E) Warning.** The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.

**(F) Disclaimer of Liability.** This chapter shall not create liability on the part of the City Commission of the City of Lake Mary, Florida or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

#### § 152.02 APPLICABILITY.

(A) **General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(B) **Areas to which this chapter applies.** This chapter shall apply to all flood hazard areas within the City of Lake Mary, Florida, as established in § 152.02(C) of this chapter.

(C) **Basis for establishing flood hazard areas.** The Flood Insurance Study for Seminole County, Florida and Incorporated Areas dated September 28, 2007, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at:

Seminole County Public Library  
Lake Mary Branch  
580 Greenway Blvd  
Lake Mary, FL 32746

**(D) Submission of additional data to establish flood hazard areas.** To establish flood hazard areas and base flood elevations, pursuant to § 152.05 of this chapter, the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as a flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the Florida Building Code.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

**(E) Other laws.** The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

**(F) Abrogation and greater restrictions.** This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, ~~or stormwater management regulations~~ **or the Florida Building Code**. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

**(G) Interpretation.** In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

### § 152.03 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR.

**(A) Designation.** The Public Works Director is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

**(B) General.** The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this chapter. The Floodplain Administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not

have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to § 152.07 of this chapter.

**(C) Applications and permits.** The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance;

(8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.

**(D) Determinations for existing buildings and structures Substantial improvements and substantial damage determinations.** For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work. In the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage. The determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant provisions of the Florida Building Code and this chapter is required.

**(E) Modifications of the strict application of the requirements of the Florida Building Code.** The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to § 152.07 of this chapter.

**(F) Notices and orders.** The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

**(G) Inspections.** The Floodplain Administrator shall make the required inspections as specified in § 152.06 of this chapter for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

**(H) Other duties of the Floodplain Administrator.** The Floodplain Administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to § 152.04 of this chapter;

(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations. Such submissions shall be made within six months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code and this chapter to determine that such certifications and documentations are complete; and

(5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Lake Mary, Florida are modified.

**(I) Floodplain management records.** Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction

requirements of the Florida Building Code, including flood insurance rate maps; letters of change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at:

Municipal Services Complex  
911 Wallace Ct.  
Lake Mary, FL 32746

#### § 152.04 PERMITS.

**(A) Permits required.** Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

**(B) Floodplain development permits or approvals.** Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

**(C) Buildings, structures and facilities exempt from the Florida Building Code.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this chapter:

- (1) Railroads and ancillary facilities associated with the railroad;
- (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50;
- (3) Temporary buildings or sheds used exclusively for construction purposes;
- (4) Mobile or modular structures used as temporary offices;

(5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity;

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features;

(7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete;

(8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system; and

(9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

**(D) Application for a permit or approval.** To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval;

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site;

(3) Indicate the use and occupancy for which the proposed development is intended;

(4) Be accompanied by a site plan or construction documents as specified in § 152.05 of this chapter;

(5) State the valuation of the proposed work;

(6) Be signed by the applicant or the applicant's authorized agent; and

(7) Give such other data and information as required by the Floodplain Administrator.

**(E) Validity of permit or approval.** The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

**(F) Expiration.** A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

**(G) Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other ordinance, regulation or requirement of this community.

**(H) Other permits required.** Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The St. John's River Water Management District; F.S. § 373.036;
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065, and Chapter 64E-6, F.A.C.;
- (3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055; and
- (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

**(5) Federal permits and approval.**

**§ 152.05 SITE PLANS AND CONSTRUCTION DOCUMENTS.**

**(A) Information for development in flood hazard areas.**

(1) The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

(a) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development;

(b) Where ~~flood hazard areas~~, base flood elevations, or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with ~~division (B) of this section~~ **§ 152.05(B)(2) or (3) of this chapter;**

(c) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with § 152.05(B)(1) or (2) of this chapter;

(d) Location of the proposed activity and proposed structures, and locations of existing buildings and structures;

(e) Minimum finished floor elevation set to at least 1.5 feet above the 100-year flood elevation. It is the responsibility of the developer to insure that all finished floor elevations are set to 1.5 feet above the 100-year flood elevation;

(f) Location, extent, amount, and proposed final grades of any filling, grading, or excavation;

(g) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose;

(h) Location, extent, and amount of the floodplain compensation area; and

(i) Existing and proposed alignment of any proposed alteration of a watercourse.

(2) The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

**(B) Information in flood hazard areas without base flood elevations (approximate Zone A).** Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

~~(1) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.;~~ Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

~~(2) Require the applicant to develop base flood elevation data prepared in accordance with currently accepted engineering practices;~~ Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

(3) Where base flood elevation and floodway data are not available from another source, ~~the base flood elevation is three and one-half feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than three and one-half feet. where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:~~

a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

b. Specify that the base flood elevation is three and one-half (3.5) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than three and one-half (3.5) feet.

(4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the

responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

**(C) Additional analyses and certifications.** As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in § 152.05(D) of this chapter and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents;

(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, ~~a floodway encroachment analysis~~ **hydrological and hydraulic analyses which that** demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH; and

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in §152.05(D) of this chapter.

**(D) Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

## § 152.06 INSPECTIONS.

**(A) General.** Development for which a floodplain development permit or approval is required shall be subject to inspection.

**(B) Development other than buildings and structures.** The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

**(C) Buildings, structures and facilities exempt from the Florida Building Code.** The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

**(D) Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.** Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator:

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with § 152.05(B)(3)(b) of this chapter, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

**(E) Buildings, structures and facilities exempt from the Florida Building Code, final inspection.** As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in § 152.06(D) of this chapter.

**(F) Manufactured homes.** The Building Official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

## § 152.07 VARIANCES AND APPEALS.

**(A) General.** The ~~Board of Adjustment~~ **Planning & Zoning Board**, as established by the city, shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to F.S. § 553.73(5), the Board of Adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.

**(B) Appeals.** The ~~Board of Adjustment~~ Planning & Zoning Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision of the ~~Board of Adjustment~~ Planning & Zoning Board may appeal such decision to the Circuit Court, as provided by Florida Statutes.

**(C) Limitations on authority to grant variances.** The ~~Board of Adjustment~~ Planning & Zoning Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in § 152.07(G) of this chapter, the conditions of issuance set forth in § 152.07(H) of this chapter, and the comments and recommendations of the Floodplain Administrator and the Building Official. The ~~Board of Adjustment~~ Planning & Zoning Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

**(D) Restrictions in floodways.** A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in § 152.05(C) of this chapter.

**(E) Historic buildings.** A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

**(F) Functionally dependent uses.** A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the variance meets the requirements of §152.07(D), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

**(G) Considerations for issuance of variances.** In reviewing requests for variances, the ~~Board of Adjustment~~ Planning & Zoning Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

**(H) Conditions for issuance of variances.** Variances shall be issued only upon:

- (1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;
- (2) Determination by the ~~Board of Adjustment~~ **Planning & Zoning Board** that:
  - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable. Increased costs to satisfy the requirements or inconvenience do not constitute hardship;
  - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws and ordinances; and
  - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

## § 152.08 VIOLATIONS.

**(A) Violations.** Any development that is not within the scope of the Florida Building Code but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this chapter, shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

**(B) Authority.** For development that is not within the scope of the Florida Building Code but that is regulated by this chapter and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

**(C) Unlawful continuance.** Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500 or imprisoned for not more than 90 days, or both; and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

## DEFINITIONS

### § 152.20 DEFINITIONS.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter have the meanings shown in this section. Where terms are not defined in this chapter and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code. Where terms are not defined in this chapter or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

**“ALTERATION OF A WATERCOURSE.”** A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

**“APPEAL.”** A request for a review of the Floodplain Administrator's interpretation of any provision of this chapter or a request for a variance.

**“ASCE 24.”** A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

“BASE FLOOD.” A flood having a 1% chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1% annual chance flood."

“BASE FLOOD ELEVATION.” The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

“BASEMENT.” The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

“DESIGN FLOOD.” The flood associated with the greater of the following two areas: [Also defined in 35 FBC, B, Section 1612.2.]

- (1) Area with a floodplain subject to a 1% or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

“DESIGN FLOOD ELEVATION.” The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 1612.2.]

“DEVELOPMENT.” Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

“ENCROACHMENT.” The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

“EXISTING BUILDING AND EXISTING STRUCTURE.” Any buildings and structures for which the "start of construction" commenced before March 18, 1980. [Also defined in FBC, B, Section 1612.2.]

“EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.” A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before March 18, 1980.

“EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.” The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).” The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

“FLOOD OR FLOODING.” A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

“FLOOD DAMAGE-RESISTANT MATERIALS.” Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

“FLOOD HAZARD AREA.” The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) The area within a floodplain subject to a 1% or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

“FLOOD INSURANCE RATE MAP (FIRM).” The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

“FLOOD INSURANCE STUDY (FIS).” The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

“FLOODPLAIN ADMINISTRATOR.” The office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the Floodplain Manager).

“FLOODPLAIN DEVELOPMENT PERMIT OR APPROVAL.” An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

“FLOODWAY.” The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a ~~designated height.~~ **one (1) foot.** [Also defined in FBC, B, Section 1612.2.]

“FLOODWAY ENCROACHMENT ANALYSIS.” An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations. The evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

“FLORIDA BUILDING CODE.” The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

“FUNCTIONALLY DEPENDENT USE.” A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

“HIGHEST ADJACENT GRADE.” The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

“HISTORIC STRUCTURE.” Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings.

“LETTER OF MAP CHANGE (LOMC).” An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change includes:

(1) “LETTER OF MAP AMENDMENT (LOMA).” An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) “LETTER OF MAP REVISION (LOMR).” A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) “LETTER OF MAP REVISION BASED ON FILL (LOMR-F).” A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) “CONDITIONAL LETTER OF MAP REVISION (CLOMR).” A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study. Upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

“LIGHT-DUTY TRUCK.” As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

“LOWEST FLOOR.” The **lowest** floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, **other than a basement,** usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the **non-elevation requirements of the** Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

“MANUFACTURED HOME.” A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "MANUFACTURED HOME" does not include a "RECREATIONAL VEHICLE" or "PARK TRAILER." [Also defined in 15C-1.0101, F.A.C.]

“MANUFACTURED HOME PARK OR SUBDIVISION.” A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“MARKET VALUE.” The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, actual cash value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

“NEW CONSTRUCTION.” For the purposes of administration of this chapter and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after March 18, 1980 and includes any subsequent improvements to such structures.

“NEW MANUFACTURED HOME PARK OR SUBDIVISION.” A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after March 18, 1980.

“PARK TRAILER.” A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in ~~15C-1.0101, F.A.C.~~ Section 320.01 F.S.]

“RECREATIONAL VEHICLE.” A vehicle, including a park trailer, which is: [Defined in ~~See~~ F.S. § 320.01(b) F.S.]

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

“SPECIAL FLOOD HAZARD AREA.” An area in the floodplain subject to a 1% or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 1612.2.]

“START OF CONSTRUCTION.” The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

**“SUBSTANTIAL DAMAGE.”** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 40% of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

**“SUBSTANTIAL IMPROVEMENT.”** Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten-year period, the cumulative cost of which equals or exceeds 40% of the market value of the structure before the improvement or repair is started. For each building or structure, the ten-year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this chapter. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the Building Official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

**“VARIANCE.”** A grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

**“WATERCOURSE.”** A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

## **FLOOD RESISTANT DEVELOPMENT**

### **§ 152.35 BUILDINGS AND STRUCTURES.**

Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to § 152.04(C) of this chapter, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of § 152.41 of this chapter.

### **§ 152.36 SUBDIVISIONS.**

**(A) Minimum requirements.** Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards **in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.**

**(B) Subdivision plats.** Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats and final plats;

(2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with §152.05(B)(1) ~~or (2)~~ of this chapter; and

(3) Compliance with the site improvement and utilities requirements of § 152.37 of this chapter.

#### § 152.37 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS.

**(A) Minimum requirements.** All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards **in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.**

**(B) Sanitary sewage facilities.** All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

**(C) Water supply facilities.** All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-

532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

**(D) Limitations on sites in regulatory floodways.** No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 105.3(1) of this chapter demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

**(E) Limitations on placement of fill.** Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

#### § 152.38 MANUFACTURED HOMES.

**(A) General.** All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this chapter.

**(B) Foundations.** All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this ordinance.

**(C) Anchoring.** All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

**(D) Elevation.** Manufactured homes that are placed, replaced, or substantially improved shall comply with § 152.38(D)(1) and (2) of this chapter, as applicable.

(1) General elevation requirement. Unless subject to the requirements of § 152.38(D)(2) below of this chapter, all manufactured homes that are placed, replaced, or substantially improved on sites located:

- (a) Outside of a manufactured home park or subdivision;
- (b) In a new manufactured home park or subdivision;
- (c) In an expansion to an existing manufactured home park or subdivision; or
- (d) In an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be

elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A).

(2) Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to § 152.38(D)(1) of this chapter, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

(a) Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A); or

(b) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

**(E) Enclosures.** ~~Fully e~~Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas.

**(F) Utility equipment.** Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

#### § 152.39 RECREATIONAL VEHICLES AND PARK TRAILERS.

**(A) Temporary placement.** Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

**(B) Permanent placement.** Recreational vehicles and park trailers that do not meet the limitations in § 152.39(A) of this ordinance for temporary placement shall meet the requirements of §152.38 of this chapter for manufactured homes.

#### § 152.40 TANKS.

**(A) Underground tanks.** Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

**(B) Above-ground tanks, not elevated.** Above-ground tanks that do not meet the elevation requirements of § 152.40(C) of this chapter shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

**(C) Above-ground tanks, elevated.** Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

**(C) Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

#### § 152.41 OTHER DEVELOPMENT.

**(A) General requirements for other development.** All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the Florida Building Code, shall:

(1) Be located and constructed to minimize flood damage;

(2) Meet the limitations of § 152.37(D) of this chapter if located in a regulated floodway;

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(4) Be constructed of flood damage-resistant materials;

(5) Have a minimum finished floor elevation 1.5 feet above the base flood elevation; and

(6) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

**(B) Fences in regulated floodways.** Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of § 152.37(D) of this chapter.

**(C) Retaining walls, sidewalks and driveways in regulated floodways.** Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of § 152.37(D) of this chapter.

**(D) Roads and watercourse crossings in regulated floodways.** Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of § 152.37(D) of this chapter. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of § 152.05(C)(3) of this chapter.

**Section 2. Severability.** In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance, which shall remain in full force and effect.

**Section 3: Conflicts.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**Section 4. 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 5: Effective date.** This ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_,  
2014.

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

Attest:

CAROL A. FOSTER, CITY CLERK

DAVID J. MEALOR, MAYOR

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

CATHERINE D. REISCHMANN, CITY ATTORNEY



## MEMORANDUM

DATE: November 20, 2014

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 953 - Amend FY 2014 Budget (Dianne Holloway, Finance Director)

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Resolution No. 953 summarizes budget amendment activity for FY 2014.

In the General Fund, there is a total increase of \$20,861 in both revenues and expenditures to account for:

- \$17,688 for the JAG grant to transform the police department training room.
- \$1,850 for the JAG Trick or Tracker grant to purchase inventory equipment.
- \$1,323 for the DOJ Bulletproof Vest Partnership.

Capital outlay in the Recreation Impact Fee Fund will be reduced by \$45,000. The Heritage Park project is currently on hold until Downtown construction activity slows to an acceptable level to accommodate the disruption this project will cause.

Additional funding for the Downtown R-O-W Upgrades project is provided in the amount of \$62,840. At the end of FY 2014 all funds received from the 2nd Generation Sales Tax will be spent.

In the Health Insurance Fund, an additional \$250,000 is needed to cover higher than expected medical claims and health clinic operational costs.

### **Recommendation:**

The City Commission adopt Resolution No. 953 amending the FY 2014 budget.

**RESOLUTION NO. 953**

**A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA,  
AMENDING THE FISCAL YEAR 2013-2014 BUDGET;  
PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

WHEREAS, the City Commission of Lake Mary, Florida, finds it desirable, in order to properly reflect new information and changes made during the year, to amend the Budget for the City of Lake Mary for the Fiscal Year 2014, beginning October 1, 2013 as provided herein; and

WHEREAS, Ordinance No. 1496 adopting the City's budget for Fiscal Year 2014, provides for amendment by Resolution.

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

1. The following funds are revised as specified herein:

**General Fund**

**Revenues:**

001-0000-331-00-00	Federal Grants	\$ 1,323
001-0000-334-00-00	State Grants	19,538

**Expenditures:**

001-0321-421-52-90	General Administrative – Discretionary Fund	\$ 11,000
001-0321-421-64-50	Capital Outlay	9,861

**Recreation Impact Fees**

**Revenues:**

113-0000-399-01-00	Cash Balance Forward	\$ (45,000)
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**Expenditures:**

113-0572-600-10-00	Capital Outlay	\$ (45,000)
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**2<sup>nd</sup> Generation Sales Tax Fund**

**Revenues:**

307-0000-399-01-00	Cash Balance Forward	\$ 57,333
307-0000-361-10-00	Interest	5,507

**Expenditures:**

307-0432-432-63-45	Downtown R-O-W Upgrades	\$ 62,840
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**Health Insurance Fund**

**Revenues:**

510-0000-399-01-00	Cash Balance Forward	\$ 250,000
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**Expenditures:**

510-0562-462-45-70	Medical Claims	\$ 230,000
510-0569-462-31-90	Employee Health Clinic	20,000

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

3. This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 20th day of November 2014.

CITY OF LAKE MARY, FLORIDA

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MAYOR, DAVID J. MEALOR

ATTEST:

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CITY CLERK, CAROL A. FOSTER

**City of Lake Mary, Florida**  
**2014 Operating Budget**  
**General Fund**  
**Summary of Revenues and Expenditures**

Description	2013		2013
	Current Budget	Current Amendment	Amended Budget
<b>Revenues:</b>			
Ad valorem taxes	\$ 6,083,271	-	\$ 6,083,271
Franchise and utility taxes	6,072,270	-	6,072,270
Licenses and permits	1,117,077	-	1,117,077
Fines and forfeitures	68,933	-	68,933
Intergovernmental	1,436,605	20,861	1,457,466
Charges for services	1,276,650	-	1,276,650
Other	287,000	-	287,000
Operating transfers in	985,000	-	985,000
Cash Balance Forward	-	-	-
<b>Total Revenues</b>	<u>17,326,806</u>	<u>20,861</u>	<u>17,347,667</u>
<b>Expenditures and Other Uses:</b>			
General Government	\$ 2,330,356	-	\$ 2,330,356
Finance	710,447	-	710,447
Building	488,410	-	488,410
Police	5,857,792	20,861	5,878,653
Fire	4,858,258	-	4,858,258
Public Works	732,458	-	732,458
Parks & Recreation and Facilities			
Maintenance	2,732,019	-	2,732,019
Transfers out	3,019,921	-	3,019,921
<b>Total Expenditures and Other Uses</b>	<u>20,729,661</u>	<u>20,861</u>	<u>20,750,522</u>
<b>Increase (Decrease) in Fund Balance</b>	(3,402,855)	-	(3,402,855)
Use of Carryforward Fund Balance		-	
Fund Balance Beginning of Year	17,541,260		14,418,585
Fund Balance End of Year	<u>\$ 14,138,405</u>		<u>\$ 11,015,730</u>

**Purpose of Amendment:**

1. Increase revenues and expenditures for FY 2014 police department grants..

**City of Lake Mary, Florida**  
**Fiscal Year 2014 Operating Budget**  
**Recreation Impact Fees Fund**  
**113-0572-452**

Description	2014 Current Budget	Current Amendment	2014 Amended Budget
<b>Revenues:</b>			
Impact Fees	\$ 14,330	\$ -	\$ 14,330
Interest	1,000	-	1,000
Carryforward Fund Balance	11,205	-	11,205
<b>Total Revenue</b>	<u>26,535</u>	<u>-</u>	<u>26,535</u>
<b>Expenditures:</b>			
Scheduling software	\$ 11,205	\$ -	\$ 11,205
Heritage Park	220,000	(45,000)	175,000
<b>Total Expenditures</b>	<u>231,205</u>	<u>(45,000)</u>	<u>186,205</u>
<b>Increase (Decrease) in Fund Balance</b>	(204,670)	(45,000)	(159,670)
Use of Carryforward Fund Balance			
Fund Balance Beginning of Year	<u>176,739</u>		<u>176,739</u>
Fund Balance End of Year	<u>\$ (27,931)</u>		<u>\$ 17,069</u>

**Purpose of Amendment:**

Reduce Heritage Park projects until Downtown construction activity slows to an acceptable level to accommodate the disruption this project will cause.

**City of Lake Mary, Florida**  
**Fiscal Year 2014 Operating Budget**  
**2nd Generation Sales Tax Fund**  
**307-0432-432**

Description	2014 Current Budget	Current Amendment	2014 Amended Budget
<b>Revenues:</b>			
Interest	\$ 6	\$ 5,507	\$ 5,513
Carryforward Fund Balance	-	-	-
<b>Total Revenue</b>	<u>6</u>	<u>5,507</u>	<u>5,513</u>
<b>Expenditures:</b>			
Downtown R-O-W Upgrades	\$ 239,300	\$ 62,840	\$ 302,140
Street Resurfacing	157,988	-	157,988
Cold Mix Paving	297,327	-	297,327
<b>Total Expenditures</b>	<u>694,615</u>	<u>62,840</u>	<u>757,455</u>
<b>Increase (Decrease) in Fund Balance</b>	(694,609)	(57,333)	(751,942)
Use of Carryforward Fund Balance			
Fund Balance Beginning of Year	<u>751,942</u>		<u>751,942</u>
Fund Balance End of Year	<u>\$ 57,333</u>		<u>\$ -</u>

**Purpose of Amendment:**

Increase project to spend down funds.

**City of Lake Mary, Florida**  
**Fiscal Year 2014 Operating Budget**  
**Health Insurance Fund**  
**510-0562-462**

Description	2014 Current Budget	Current Amendment	2014 Amended Budget
<b>Revenues:</b>			
Charges for service - contributions	\$ 1,560,998	-	\$ 1,560,998
Interest	4,000	-	4,000
Transfer in	300,000	-	300,000
<b>Total Revenue</b>	<u>1,864,998</u>	<u>-</u>	<u>1,864,998</u>
<b>Expenditures:</b>			
Administration fees	\$ 148,000	-	\$ 148,000
Stop loss premiums	205,100	-	205,100
Claims	1,276,500	230,000	1,506,500
Health clinic	247,694	20,000	267,694
<b>Total Expenditures</b>	<u>1,877,294</u>	<u>250,000</u>	<u>2,127,294</u>
<b>Increase (Decrease) in Fund Balance</b>	(12,296)	250,000	(262,296)
Use of Carryforward Fund Balance			
Fund Balance Beginning of Year	<u>590,249</u>		<u>590,249</u>
Fund Balance End of Year	<u>\$ 577,953</u>		<u>\$ 327,953</u>

**Purpose of Amendment:**

Unexpected increase in medical claims and clinic operational costs.



## CITY MANAGER'S REPORT

DATE: November 20, 2014  
TO: Mayor and City Commission  
FROM: Jackie Sova, City Manager  
SUBJECT: City Manager's Report

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### **ITEMS FOR COMMISSION ACTION:**

1. Agreement with Advanced Data Processing, Inc. (Intermedix) for Medical Transport Billing.
2. SunRail Entry Feature Sign.
3. Appointment to Metroplan's Citizen Advisory Committee.

### **ITEMS FOR COMMISSION INFORMATION:**

1. Monthly Department Reports.



## CITY MANAGER'S REPORT

DATE: November 20, 2014

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Agreement with Advanced Data Processing, Inc. (Intermedix) for Medical Transport Billing

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**BACKGROUND:** Advanced Data Processing, Inc. (Intermedix) is a leading national provider of billing and technology services for medical transport and currently provides services to 63 public entities within the State of Florida alone including Seminole County, Longwood, Sanford, Oviedo and Casselberry. They have been the City's provider since February 2005. Our current contract is set to expire on December 31, 2014.

For FY 2014, the City transported over 1,800 patients, which resulted in approximately \$850,000 in billing and collections of \$590,000. After adjustments, that is a collection rate of 74.19%. Staff has been very satisfied with the performance of this company and wishes to continue our relationship with them.

With the execution of the attached agreement:

- Fees are 7.25% for net collections – no change from January 1, 2010.
- The Medicaid beneficiary account billing charge is \$13 per account – no change from February 2005.
- Mailing of HIPAA-compliant Notice of Privacy Practices at \$88 per month – no change from February 2005.
- The term is for one year beginning January 1, 2015 with successive, automatic one-year renewals unless either party provides the other party with written notice of termination.
- The annual contract cost to the City is approximately \$45,000 per year.

Staff will continue to be engaged with Intermedix, monitor their performance and modify policy, procedures and this agreement as needed.

**RECOMMENDATION:** Authorize the City Manager to execute the agreement with Intermedix.

**AGREEMENT BETWEEN  
CITY OF LAKE MARY, FLORIDA  
AND  
ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX  
CORPORATION  
FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2015 ("Effective Date") by and between City of Lake Mary, a Florida municipal corporation, with principal offices located at 100 N. Country Club Road, Lake Mary, FL 32746 ("City") and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix").

**RECITALS**

WHEREAS, City provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

**AGREEMENT**

- 1. ENGAGEMENT OF INTERMEDIX.** During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by City, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").
- 2. SCOPE OF SERVICES.** Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the Billing Service (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. City reserves the right to request changes in the Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.
- 3. ACCESS TO BILLING SYSTEM.**

**3.01 Right to Use.** During the Term of this Agreement, Intermedix grants to City, access to Intermedix billing system solely to view City's accounts, run various reports, and access to all data associated with the billing and collection process which is wholly owned by City ("Billing Service"). During the Term of this Agreement, Intermedix will not in any way transfer to any third party or use in direct or indirect competition with City any information or data posted by or for the benefit of City on Intermedix's website and acknowledges that all such information is confidential ("Confidential Information"). Intermedix further acknowledges that its handling of information on behalf of City is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. Intermedix agrees to comply with all of such laws, rules and regulations and restrictions, as is commercially reasonably possible, at its sole cost and expense. This Access to Billing System Section and all obligations contained therein will survive any termination or expiration of this Agreement.

**3.02 User Restrictions.** City shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Billing Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the Billing System or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the Billing Service or in any way attempt to discover or reproduce source code for the Billing Service, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the Billing Service. City agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Billing Service, any other Service or the Documentation.

**3.03 Internet Access.** City shall be responsible for providing its own Internet access necessary to provide the Billing Service, and in no event shall City be provided with direct access (by modem or otherwise) to the Billing Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the Billing Services at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to City for its inability to access the Billing Service.

**3.04 Reporting.** Operational and financial data reports for City will be available on the Billing Services when the Billing Service is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to City. Notwithstanding the foregoing, City may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and City.

**3.05 Acknowledgement with Respect to Reports.** With respect to each report generated for City as part of the Billing Service, City acknowledges and agrees: (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding City's business. Accordingly, any particular report may not accurately represent the City's then-current or future financial condition.

**3.06 Intellectual Property.** City agrees that the equipment, computer hardware and software, billing and collection processing, Services, Billing Service and other related systems and equipment are the property and trade secrets of Intermedix, and that City will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix, except as required by the Public Records Act. City further agrees that, in connection with the use of certain data entry devices, City may gain access to the intellectual property of third parties. City understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. City agrees to enter into such arrangements at Intermedix's request, except if those arrangements require a waiver of the City's sovereign immunity or violation of laws applicable to municipalities. Intermedix agrees to indemnify and hold City harmless for any claims arising out of third party claims of breach of intellectual property law by Intermedix. This indemnity is not subject to the monetary limitation in Section 9.

**3.07 Audit Rights.** From time to time and upon reasonable prior written notice, Intermedix may audit City's use of the Services to help ensure that City is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of City. City will identify and cooperate with Intermedix (or its representatives) to provide Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records, all at Intermedix's expense.

#### **4. CITY RESPONSIBILITY.**

**4.01 Generally.** City is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the Billing Service. City will immediately (and in no greater than twenty four (24) hours from City's knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by City or its Users; (iii) any use of false identity information to gain access to or use the Billing Service or (iv) any loss or theft of a hardware device on which a User has access to the Billing Service (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), City shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the City has performed EMS.

**4.02** Rights Following Notification. Upon Intermedix's receipt of notification given by the City of a Security Breach Event, Intermedix shall have the right to immediately, without notice to City, suspend City's access to the Billing Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Billing Services, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by City in the performance of EMS by the City. To the extent that a Security Breach Event requires City to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if City intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, City shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to City's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to City's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

**4.03** Security. City acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. City is responsible for requiring its Users to use a password to access the Billing Services in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing Services, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall comply with the Identity Theft Red Flag Rules, and shall use commercially reasonable efforts to maintain the security of the Billing Services, but shall not be responsible for the City's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control. Intermedix agrees to indemnify and hold City harmless from any and all claims arising out of third party claims of breach of the security of Billing Services by Intermedix, but only to the extent caused by the willful misconduct or negligent act of Intermedix or its employees. This indemnity is not subject to the monetary limitation in Section 9.

## **5. COMPENSATION AND METHOD OF PAYMENT.**

**5.01** Fees. Intermedix shall be paid by City a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

- (a) Seven and twenty-five hundredths percent (7.25%) of all monies collected by Intermedix for EMS billing provided by City less refunds ("Net Collections"), plus
- (b) Thirteen dollars (\$13.00) per processed Medicaid beneficiary account, plus
- (c) Eighty-eight dollars (\$88.00) per month for mailing HIPAA-compliant Notice of Privacy Practices to patients as an insert into the initial billing notice to these patients. Intermedix reserves the right to increase these fees upon thirty (30) days written notice to City if postage is increased by the United States Postal Service, but only in an amount necessary to cover additional postage costs. Such increase shall not require agreement or consent by City; plus
- (d) All amounts set forth in any Exhibit, attached hereto.

**5.02** Intermedix shall submit the monthly invoices for fees for the Services to City of Lake Mary Fire Department, 911 Wallace Court, Lake Mary, FL 32746, Attn: Fire Chief. City shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event City disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

**5.03** Bank Accounts. City agrees that it will be solely responsible for the cost and maintenance of any and all of City's bank accounts, lock-box and/or remote deposit services. City, should it elect to participate in any credit card acceptance program, agrees to assume and be responsible for all costs associated with such program.

**5.04** Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. City shall promptly pay, and indemnify Intermedix against, all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

## **6. COLLECTION EFFORTS.**

**6.01** Alternative Collection Arrangements. Intermedix will have the right, on City's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the City if: (i) the total payments are for at least eighty percent (80%) of the amount of the bill and the length of payment does not exceed eighteen (18) months; (ii) an insurance company offers at least seventy percent (70%) of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to City, as Intermedix determines in its sole and complete discretion.

**6.02** Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of City and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that City has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from City with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

**6.03** Administrative Fee/Third Party Collection Costs. City will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts. City will be directly liable for all fees of third party collection agency.

**6.04 Excluded Persons.** If any refunds of patient accounts of City are required to be refunded to or offset by any government and commercial payor as a result of City's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.8. (an "Excluded Person Refund"), Intermedix shall not be required to refund to City any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

**7. SYSTEM SUPPORT.** Support and training of City's Users will be provided subject to and in accordance with the terms of the Scope of Services.

**8. INDEPENDENT CONTRACTORS.** Intermedix is an independent contractor of City and not an employee or agent of City; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for City the following types of standard forms and correspondence only; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of City; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on City. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

**9. LIMITATION ON LIABILITY.** [NOTE – ALL LIABILITY LIMITED TO 12 MONTHS FEES.] BOTH PARTIES' TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE BILLING SERVICES, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CITY TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO CITY UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

**10. INSURANCE.** Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000.

Intermedix shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

For all coverages: each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

## **11. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.**

**11.01 Confidential Information.** Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence; or (iii) that is subject to the Public Records Act. City shall be responsible for any intentional breach by any of its Users, or employees of any of the confidentiality obligations set forth herein.

**11.02 Use and Disclosure.** Except as expressly permitted by this Agreement or the Business Associate Agreement (Exhibit B) (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement"), if applicable.

**11.03 Return of Confidential Information.** Subject to Intermedix's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Discloser's Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

**11.04 HIPAA Business Associate Exhibit/Changes In HIPAA.** Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and City shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

**11.05 Right to Injunctive Relief.** The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Section 11 may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

**12. NON-SOLICITATION.** For the Term of this Agreement and for one (1) year after its termination, City or Intermedix shall not employ or hire any employee or former employees - who, pursuant to this Agreement, has had any contact with employees or representatives of either party or has worked on City's accounts, without the prior written consent of City and Intermedix.

**13. ATTACHMENTS.** The following named attachments are made an integral part of this Agreement:

- (a) Scope of Services (Exhibit A attached hereto and made a part hereof);
- (b) Business Associate Agreement (Exhibit B attached hereto and made a part hereof);
- (c) Optional Services (Exhibit C attached hereto and made a part hereof); and
- (d) Resolution No. 947 Transport Rates (Exhibit D attached hereto and made a part thereto).

## 14. TERM AND TERMINATION.

**14.01 Term.** This Agreement shall be effective for an initial one-(1) year period, commencing on the Effective Date unless terminated as provided in Section 14.02 below (the "Initial Term"). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement shall renew for successive, automatically renewable one (1) year periods ("Renewal Terms"; collectively, the Initial Term together with any Renewal Terms are the "Term"), unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

**14.02 Events Triggering Termination.** This Agreement shall be subject to termination under the following conditions.

(a) **Termination without Cause.** Following the period one (1) year from the Effective Date of this Agreement, either City or Intermedix may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

(b) **Termination with Cause.** If Intermedix materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from City specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(c) If City materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(d) **Termination Due to Bankruptcy.** If City or Intermedix: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

**14.03 Rights Upon Termination.** If this Agreement is terminated without cause, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement without cause, for a period of ninety (90) days (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to City of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the

effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Section 5 above. At the end of the Transition Period, Intermedix shall return all records to City in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

**15. FORCE MAJEURE.** Except for City's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement, neither City nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**16. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, inclusive of its rules governing choice of law and conflict of laws.

**17. GENERAL WARRANTIES AND DISCLAIMERS.**

**17.01 Corporate Authority.** Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

**17.02 Disclaimer.** THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

**18. EXPORT LAWS.** City shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which City receives access to the Services.

**19. ASSIGNMENT OF AGREEMENT.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon notice to City, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix.

**20. NOTICES.** Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To City:                      City of Lake Mary  
                                         Attn: City Manager  
                                         PO Box 958445  
                                         Lake Mary, FL 32795-8445

To Intermedix:              Brad Williams  
                                         CAO & VP  
                                         Intermedix Corporation  
                                         6451 North Federal Highway, Suite 1000  
                                         Fort Lauderdale, Florida 33308

**21. SEVERABILITY.** If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

**22. ENTIRE AGREEMENT.** This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any City purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

**23. AMENDMENT/WAIVER.** This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

**24. ATTORNEYS FEES.** Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this

Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

**25. CONSTRUCTION OF AGREEMENT.** This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

**26. NO THIRD PARTY BENEFICIARIES.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

**27. COUNTERPARTS.** The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

<b>ADVANCED DATA PROCESSING, INC., a subsidiary of INTERMEDIX CORPORATION, a DELAWARE CORPORATION</b>	<b>CITY OF LAKE MARY, FLORIDA, A MUNICIPAL CORPORATION</b>
-------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------

By: \_\_\_\_\_  
Name: Doug Shamon  
Title: President

By: \_\_\_\_\_  
Name:  
Title: City Manager

ATTEST: \_\_\_\_\_  
Name:  
Title: City Clerk

Approved as to form and legal sufficiency:  
By: \_\_\_\_\_  
City Attorney

**Exhibit A**  
**Scope of Services**

***Base Services and Obligations:***

- A.** Intermedix shall provide revenue cycle management services for City as described below. Intermedix shall, during the Term:
1. Prepare and submit initial claims and bills for City promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
  2. Assist City in identifying necessary documentation in order to process and bill the accounts.
  3. Direct payments to a lockbox or bank account designated by City, to which City alone will have signature authority.
  4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.
  5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.
  6. Provide appropriate storage and data back-up for records pertaining to City's bills and collections hereunder, accessible to City at reasonable times.
  7. Maintain records of services performed and financial transactions.
  8. Meet, as needed, with representatives of City to discuss results, problems and recommendations.
  9. Provide any City-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
  10. Intermedix will support the provider ("City") in filing and maintaining required documentation and agreements with commonly-used Payors (e.g. Medicare, Medicaid, Champus, etc.). The provider ("City") will maintain responsibility for enrollment, required documentation, and agreements with Out of State Payors, such as Out of State Medicaid programs, and other payors not commonly billed. Intermedix will keep the City apprised of important changes to industry regulations.

11. Provide reasonably necessary training periodically, as requested by City, to City's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.

13. Reconcile number of transports processed with those received.

14. Provide a designated liaison for City, patient and other Payor concerns.

15. Provide a toll free telephone number for patients and other Payors to be answered as designated by City.

16. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.

17. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.

18. Respond to any City, Payor or patient inquiry or questions promptly.

19. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.

20. Provide reasonable access to City for requested information in order for City to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the City's expense.

21. Provide timely reports in a mutually agreed upon format facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.

22. Process refund requests and provide City with documentation substantiating each refund requested.

23. Intermedix acknowledges its obligations as the City's Business Associate under the requirements of Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found in C.F.R. Part 681. Intermedix will ensure that its activities for the City are conducted in accordance with reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Intermedix will use reasonable efforts to ensure that any agent or third party who performs services on Intermedix's behalf in connection with this Agreement, including subcontractors, also agree to implement reasonable

policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Intermedix will alert the City of any red flag incident which it becomes aware, and the steps that are being taken to mitigate any potential security compromise.

24. Assign billing to patient account numbers providing cross-reference to City's assigned transport numbers.

25. Maintain responsibility for obtaining missing or incomplete insurance information.

26. Provide accurate coding of medical claims based on information provided by City.

27. Make recommendations for fee schedule changes and regularly advise the City on changes in statutes and industry regulations

28. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

29. Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after twelve (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by City.

30. Permit real-time read only electronic look-up access by City to Intermedix's Billing Service to obtain patient data and billing information.

31. Maintain records in an electronic format that is readily accessible by City personnel and that meets federal and state requirements for maintaining patient medical records.

32. Maintain daily deposit control sheets and original documentation.

33. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human Services (OIG).

34. Provide TripTix based reporting extract of data required by state or local regulatory authorities connectivity/interface in a format reasonably required by such authorities.

35. Provide HIPAA Privacy Notice to transported, billed patients as an insert into the initial billing notice mailed to patients.

**B. *City's Responsibilities and Obligations:***

1. From each person who receives EMS from City ("Patient"), City shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

- (i) the Patient's full name and date of birth;
- (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
- (iii) the Patient's social security number;
- (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
- (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
- (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
- (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
- (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
- (ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;
- (x) odometer readings or actual loaded miles flown such that loaded miles may be calculated;
- (xi) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

2. City will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on City's behalf.

3. City will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. City will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

4. City will timely process refunds identified by Intermedix for account overpayments.

5. City will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

6. City will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

7. City will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

8. City represents and warrants to the best of its knowledge, that all of its employees, and personnel involved in the delivery of EMS or otherwise performing services for City: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

9. City agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

10. City agrees to notify Intermedix in the event that their Electronic Patient Care Reporting (ePCR) vendor performs any system upgrades. Notification may be made in writing to [support@Intermedix.com](mailto:support@Intermedix.com).

**Exhibit B**  
**Business Associate Agreement**

The Business Associate Agreement (“Agreement”) previously executed between City and Intermedix, executed as of March 19, 2014 attached herewith, supplements and is made part of this Agreement.

## EXHIBIT B

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between CITY OF LAKE MARY ("Covered Entity") and INTERMEDIX CORPORATION, a DELAWARE CORPORATION, on behalf of itself and its subsidiaries and affiliates ("Business Associate"), effective as of the date executed by both parties below (the "Effective Date").

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the "Underlying Agreement"), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and use Protected Health Information ("PHI") that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules"; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined herein.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or Required By Law; or (iii) as otherwise permitted by this Agreement. Business Associate shall not Use or further Disclose PHI other than as permitted or required by this Agreement or as Required By Law. Further,

Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(e)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Business Associate shall implement administrative, physical and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

c. Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

e. Duty to Mitigate. Business Associate agrees to mitigate any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

f. Encryption. To facilitate Business Associate's compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the

HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than five (5) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Business Associate shall comply with the requirements of Section 3.b below.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410(c). Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing

inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's

request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of an activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Business Associate shall take reasonable steps within five (5) days to cure such breach or end such violation. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Entity may terminate its relationship with Covered Entity.

c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized persons as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

12. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

13. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

14. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

15. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

16. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity:           City of Lake Mary  
                                          PO Box 958445  
                                          Lake Mary, FL 32795-08445  
                                          Attn: City Manager  
                                          Telephone no: 407-585-1419  
                                          Facsimile no: 407-585-1498

If to Business Associate:       Intermedix Corporation  
                                          6451 N. Federal Highway, Suite 1000  
                                          Ft. Lauderdale, Fl 33308  
                                          Attn: Gregg Bloom, Chief Compliance Officer  
                                          Telephone no: 954-308-8702  
                                          Facsimile no: 954-308-8725

17. Business Associate recognizes that it must also comply with the Public Records Act, Chapter 119.

18. Business Associate will indemnify and hold Covered Entity harmless from any and all claims, damages, losses, or expenses, including but not limited to reasonable attorneys' fees, arising out of third party claims for breach of this Agreement, but only to the extent caused by the willful misconduct or negligent acts or omissions of Business Associate or its employees, agents, representatives, consultants or its subcontractors.

IN WITNESS WHEREOF, the parties hereto have duly executed this as of the Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

By: Jacqueline B. Sovo  
Name: Jacqueline B. Sovo  
Title: City Manager  
Date: March 19, 2014

By: Gregg Bloom  
Name: Gregg Bloom  
Title: Chief Compliance Officer  
Date: March 17, 2014

**Exhibit C**  
**Optional Services**

Intermedix will provide the following specific optional services by mutual written agreement between Intermedix and City:

1. If City has purchased TripTix® product pursuant to the terms and conditions of the Addendum to this Agreement, Intermedix shall provide TripTix® based reporting extract of data required by state or local regulatory authorities' connectivity/interface in a format reasonably required by such authorities.

**Exhibit D**  
**Resolution No. 947- Transport Rates**

**RESOLUTION NO. 947**

**A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, AMENDING RESOLUTION NO. 735, AMENDING FEES CHARGED FOR EMERGENCY MEDICAL SERVICES (EMS) TRANSPORT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission adopted Resolution No. 656 on July 19, 2001, establishing fees for EMS transport as the transport fee of Seminole County, which is the maximum allowable by Medicare/Medicaid; and

**WHEREAS**, the City Commission adopted Resolution No. 735 on February 3, 2005, amending fees for EMS transport to be the maximum allowable by Medicare/Medicaid; and

**WHEREAS**, it is the desire of the City to recover costs to the extent possible; and

**WHEREAS**, the City Commission has determined that fees will be adopted from time to time, to cover all or a portion of the costs of the services, training, and the use of equipment and facilities provided by the City; and

**WHEREAS**, it is the desire of the City to provide uniformity with Seminole County's fees for EMS transport services due to the interlocal response of Seminole County for coverage within the City limits.

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

**Section 1.** Resolution No. 735 is amended as follows:

The medical transport fee shall be set as per the EMS Transport Rate of Seminole County and shall automatically adjust per authorized adjustments by Seminole County. These fees currently are:

➤ BLS Emergency	\$453.00
➤ ALS-1 Emergency	\$538.00
➤ ALS-2 Emergency	\$780.00
➤ Mileage	\$9.00 per mile

**Section 2. Effective Date:** This Resolution shall take effect immediately upon passage and adoption.

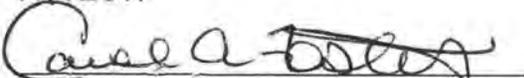
PASSED AND ADOPTED THIS 18<sup>th</sup> day of September 2014.

CITY OF LAKE MARY, FLORIDA



MAYOR, DAVID J. MEALOR

ATTEST:

  
CITY CLERK, CAROL A. FOSTER



## CITY MANAGER'S REPORT

DATE: November 20, 2014  
TO: Mayor and City Commission  
FROM: Stephen Noto, Senior Planner  
THRU: John Omana, Community Development Director  
VIA: Jackie Sova, City Manager  
SUBJECT: SunRail Entry Feature Sign

---

**BACKGROUND:** On September 20, 2014, staff brought forth five monument sign designs for a Downtown/SunRail entry sign to be located at N. Palmetto St. and Lake Mary Blvd. The proposed sign is part of the SunRail Enhancements and Station House projects. Since that meeting, staff has been working internally, and with FASTSIGNS of Sanford, Florida, to create a design for the intersection. Attached to this memo are two designs, each proposed at two different sizes, modeled after the sign at Trailhead Park. The total cost of the sign will not exceed \$25,000.00, which is the amount proposed as part of the enhancements package.

**REQUEST:** Funding for the sign is part of the SunRail Enhancement funds the City received from FDOT. While staff has not received clear direction from FDOT as to when the funds have to be spent, we know that it has to be around the "end of the year". That being said, staff is requesting that the City Commission direct staff to move forward with purchase and design of one of the four options presented. Final installation will not occur until the City completes its infrastructure improvements on N. Palmetto St. (i.e. traffic signal, right-turn lane, lift station, etc.).

**ATTACHMENTS:**

- Conceptual Sign Designs

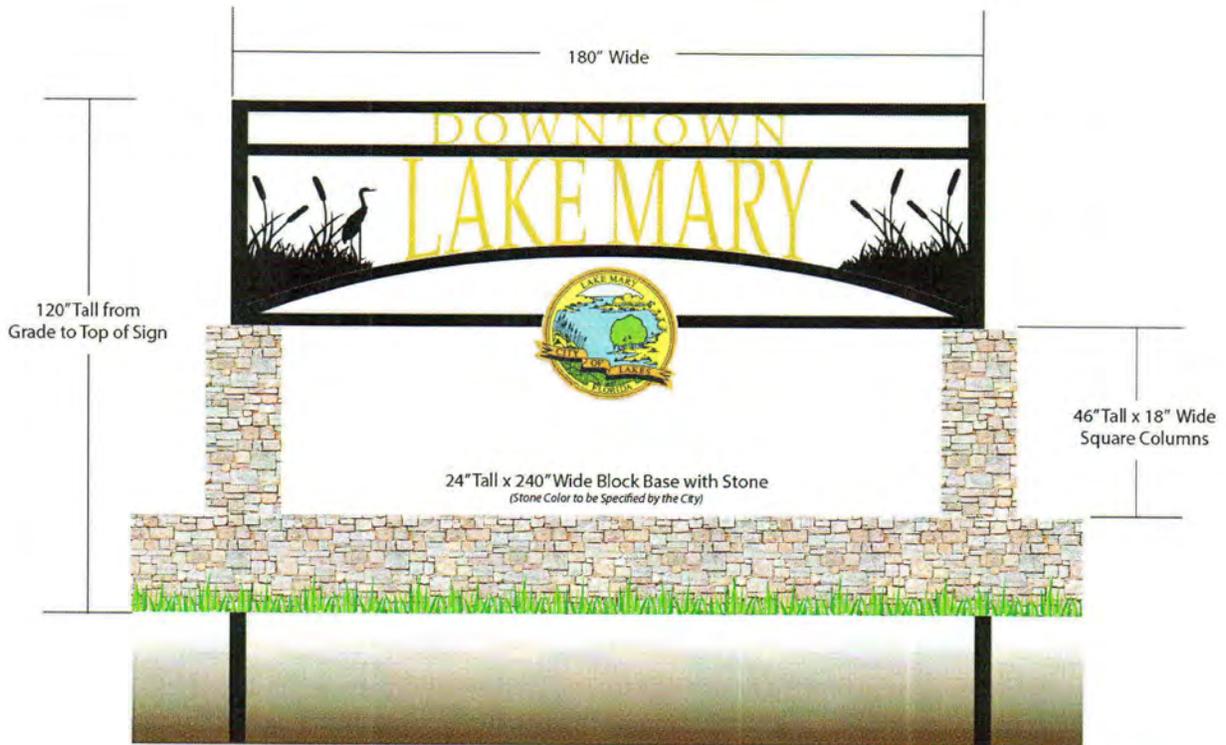
# FASTSIGNS®

## SANFORD/LAKE MARY

1265 Upsala Road, Suite 1133, Sanford, FL 32771

Tel: (407) 324-8338 - Fax: (407) 324-8339

498@fastsigns.com - www.fastsigns.com/498



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THIS IS THE PROPERTY OF FASTSIGNS. THE BORROWER  
AGREES IT SHALL NOT BE REPRODUCED, COPIED,  
DISPOSED OF, DIRECTLY OR INDIRECTLY, NOR USED  
FOR ANY PURPOSE WITHOUT THE PERMISSION OF FASTSIGNS.

Customer: *The City of Lake Mary*

Order #:      Estimate #: *11361*      Date: *10/27/2014*

Filename: *City of Lake Mary Rendering V1.pdf*

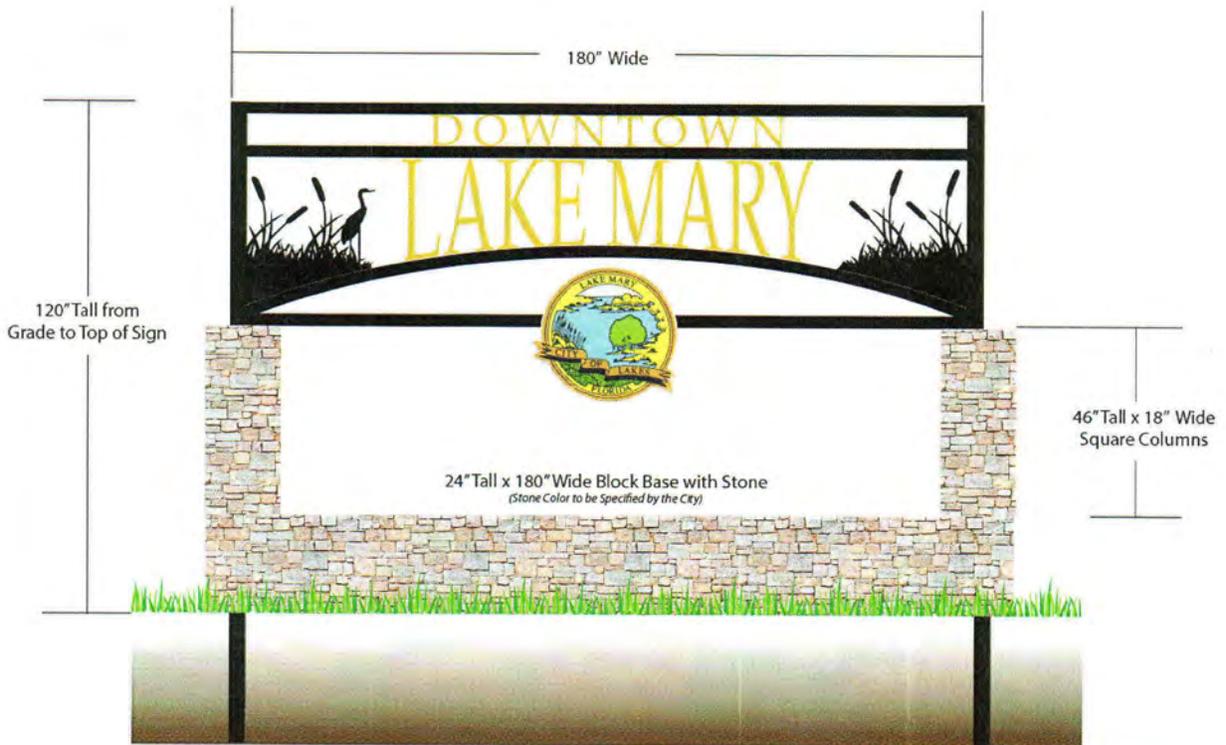
# FASTSIGNS®

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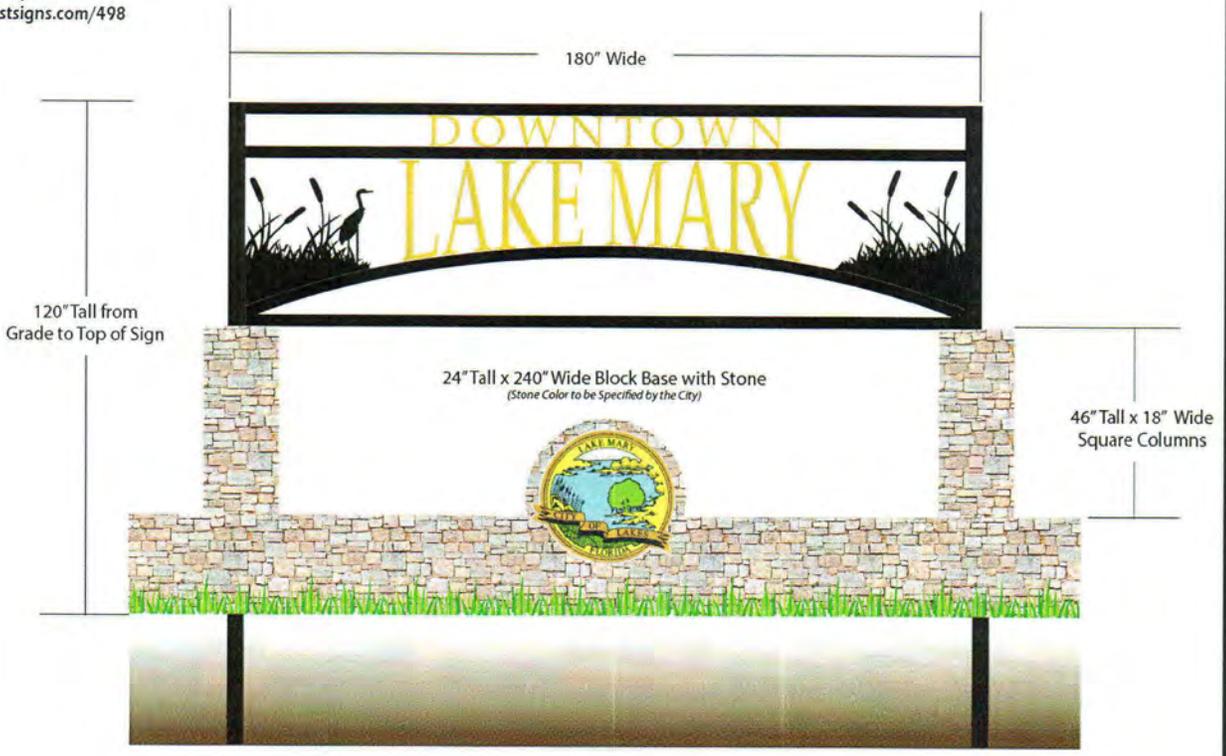
Customer: *The City of Lake Mary*

Order #:      Estimate #: 11361      Date: 10/27/2014

Filename: *City of Lake Mary Rendering V4.pdf*

# FASTSIGNS®

**SANFORD/LAKE MARY**  
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280 Line

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 FOR ANY PURPOSE WITHOUT THE PERMISSION OF FASTSIGNS.

Customer: <i>The City of Lake Mary</i>		
Order #:	Estimate #: <i>11361</i>	Date: <i>11/13/2014</i>
Filename: <i>City of Lake Mary Rendering V2.pdf</i>		

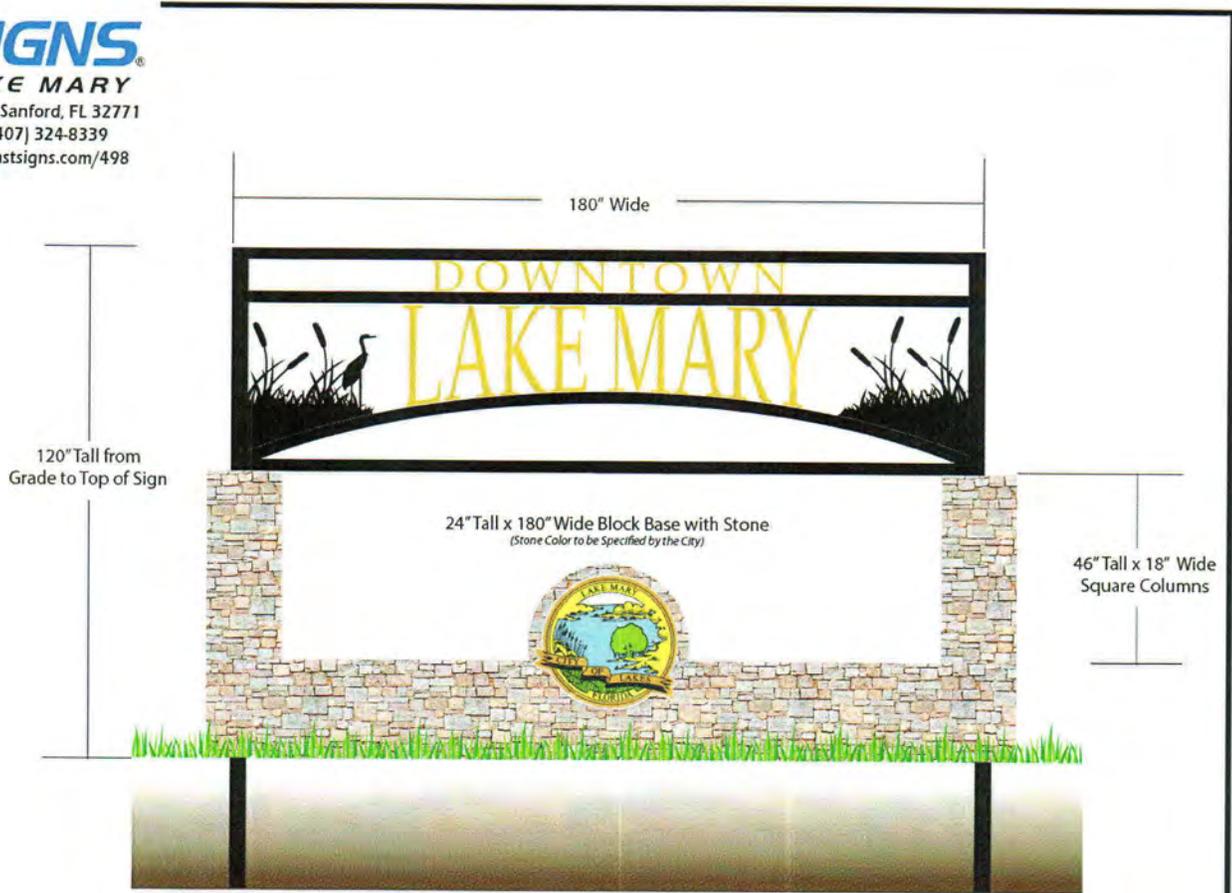
# FASTSIGNS®

**SANFORD/LAKE MARY**

1265 Upsala Road, Suite 1133, Sanford, FL 32771

Tel: (407) 324-8338 - Fax: (407) 324-8339

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Customer: <i>The City of Lake Mary</i>		
Order #:	Estimate #: <i>11361</i>	Date: <i>11/13/2014</i>
Filename: <i>City of Lake Mary Rendering V3.pdf</i>		



## CITY MANAGER'S REPORT

DATE: November 20, 2014  
TO: Mayor and City Commission  
FROM: Jackie Sova, City Manager  
SUBJECT: Appointment to Metroplan's Citizen Advisory Committee

---

At your last meeting, you directed staff to solicit a resident to represent the City on Metroplan's Citizen Advisory Committee. Former Commissioner Jan Jernigan would be interested in serving and as some of you will recall, she was formerly on their Municipal Advisory Committee.

**RECOMMENDATION:** The Commission appoint Jan Jernigan to Metroplan's Citizen Advisory Committee.

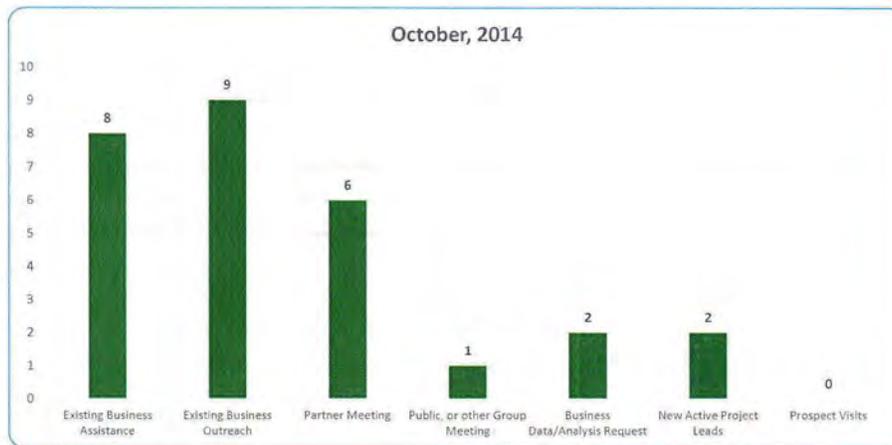
**CITY CLERK'S OFFICE MONTHLY REPORT  
OCTOBER 2014**

	FY 2015		FY 2014	
	OCT. 14	YTD	OCT. 13	YTD
MINUTES PREPARED (SETS)	2	2	2	2
ORDINANCES CREATED	0	0	0	0
ORDINANCES PREPARED	0	0	1	1
RESOLUTIONS CREATED	0	0	0	0
RESOLUTIONS PREPARED	0	0	0	30
PROCLAMATIONS PREPARED	2	2	1	1
PUBLIC HEARING NOTICES PUBLISHED	2	2	1	1
OCCUPATIONAL LICENSES				
NEW	56	56	44	44
RENEWALS	213	213	115	115
TRANSFERS	9	9	4	4
REVENUE GENERATED	\$12,540.50	\$12,540.50	\$9,091.00	\$9,091.00
CITY ELECTIONS HELD	0	0	0	0
DOCUMENTS RECORDED	4	4	4	4
RECORDS DESTROYED (CUBIC FEET)	0	0	0	0

**Activity Summary**

City of Lake Mary, Economic Development Activity Summary October, 2014	
Activity Code	Explanation
Existing Business Assistance	Existing business assistance with problem, and follow-up
Existing Business Outreach	Existing business outreach meeting or interview
Partner Meeting	Meeting with Economic Development partners
Public, or other Group Meeting	Public Meetings, or other group meeting
Business Data/Analysis Request	Data and analysis request processed
New Active Project Leads	Meetings associated with new projects that develop into follow-up action or incentive
Prospect Visits	Meeting with business potentially interested in relocating or expanding in Lake Mary

Activity Count	October, 2014
Existing Business Assistance	8
Existing Business Outreach	9
Partner Meeting	6
Public, or other Group Meeting	1
Business Data/Analysis Request	2
New Active Project Leads	2
Prospect Visits	0
<b>Total Count</b>	<b>28</b>



**Milestones:**

Substantial business retention efforts geared toward keeping existing companies here. One notable project is the potential relocation of a headquarter company into the City of Lake Mary.  
Briefed the City Commission on a new Economic Development Marketing piece called "Lake Mary: Business Opportunities" at the October 16, 2014, City Commission meeting.



The diagram to the left shows a typical pattern associated with workflow from a local (city) economic development office. Note concentration on existing businesses.

City of Lake Mary -  
Economic Development Activity Report

**Activity Detail**

**City of Lake Mary, Economic Development Activity Log  
October, 2014**

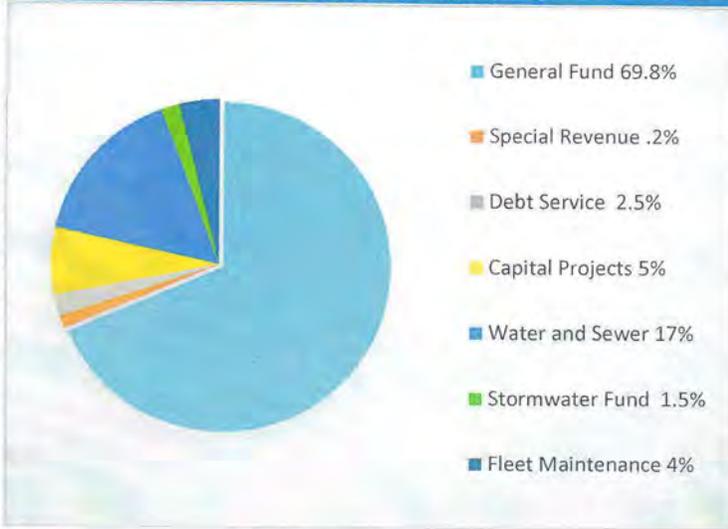
Name	Date	Activity Code	Explanation
Tom	10/1/14	Existing Business Assistance	Business assistance for non-profit company seeking to relocate to City. Tasks included real estate assistance and coordination with Planning. The organization eventually decided to pass on the purchase of a building for other reasons.
Tom	10/1/14	Existing Business Assistance	Meeting with local representative of Noah's Event Center to discuss project progress. Target opening date before the end of year.
Tom	10/1/14	Business Data/Analysis Request	Continued generation of content for the new Lake Mary "Business Opportunities" booklet.
Tom	10/7/14	Partner Meeting	Follow-up with County regarding penny sales tax project list.
Tom	10/7/14	Existing Business Assistance	Meeting with representatives of large land holding off Rinehart Road. Discussed entitlements and other aspects of moving the project forward.
Tom	10/7/14	Existing Business Assistance	Lunch meeting with Avatar Solutions - a Lake Mary company providing customer satisfaction surveys to the health care industry. Connected the firm with Seminole State College for purpose of sharing information regarding health informatics degree programs.
Tom	10/9/14	Existing Business Outreach	Business outreach meeting with Real Digital Media. They offer digital signage with most of their clients having over 500 locations; Subway is 1 of their large clients; they digitally change the signage from their office; they have been in business for 10 years with 7 of them being at this location
Tom	10/9/14	Existing Business Outreach	Business outreach meeting with Joyful Music and Dance Studio. They offer dance and music programs to children. They have been onsite for 3-1/2 years and formerly located on Waymont Court.
Tom	10/10/14	Business Data/Analysis Request	Brief discussion with Whole Foods Real Estate representative regarding desired attributes for new stores.
Tom	10/10/14	Existing Business Assistance	Lunch meeting with local development company. Discussed land resource within City and potential development opportunities.
Tom	10/14/14	Existing Business Assistance	First step meeting with new restaurant interested in the Macaroni Grill site in Primera.
Tom	10/14/14	Partner Meeting	Meeting with Seminole County Chamber's Lake Mary Council.
Tom	10/16/14	New Active Project Leads	Crafted letter for potential relocation project involving a corporate HQ operation. Project is currently exempt status (FS 288.075).
Tom	10/16/14	Public, or other Group Meeting	Attended the Chamber's annual Industry Recognition Lunch.
Tom	10/17/14	Existing Business Outreach	Meeting with local office developer to discuss future plans.
Tom	10/20/14	Partner Meeting	Meeting with Seminole County Economic Development to draft a letter to prospective business interested in relocating to the City.
Tom	10/21/14	Existing Business Assistance	Assistance to a local firm interested in relocating from a leased space to a site they can own.
Tom	10/23/14	Existing Business Outreach	Meeting with land owners of acreage located in Midtown Lake Mary. Discussed prospects and their desire for the sale and development of the site.
Tom	10/24/14	Partner Meeting	Meeting with Tom Krueger, Economic Development - City of Longwood.
Tom	10/28/14	Partner Meeting	Meeting with Seminole County Chamber's Lake Mary Council.
Tom	10/28/14	Existing Business Assistance	First step meeting with developer regarding Colonial Center Heathrow Parcel 1. This site is located at intersection of International Pkwy and Business Center Drive.
Tom	10/29/14	New Active Project Leads	Meeting with Florida Institute of Technology to discuss their goal to open a Women's Business Development Center in the Metro Area.
Tom	10/31/14	Partner Meeting	Meeting with Seminole County Public Schools to discuss current area of emphasis programs in high schools systemwide. Discussed potential for new programs of emphasis based on economic development needs.

# City of Lake Mary

## Budget Snapshot as of October 31, 2014

(8.33% of fiscal year elapsed)

### Fiscal Year 2014 - 2015 Adopted Budget



### General Fund Revenues

Revenues	Budget	Year-to-Date	%
Ad Valorem Taxes	\$ 6,327,960	\$ -	0.0%
Franchise & Utility Taxes	6,077,242	31,986	0.5%
Business Tax Receipts	118,110	105,634	89.4%
Permits	833,645	172,648	20.7%
Fines & Forfeitures	72,074	180	0.2%
Intergovernmental	1,577,791	26,178	1.7%
Charges for Services	1,408,350	110,005	7.8%
Investment Income/Other	212,000	13,264	6.3%
Operating Transfers In	1,015,000	84,583	8.3%
<b>Total Revenues</b>	<b>\$ 17,642,172</b>	<b>\$ 544,478</b>	<b>3.1%</b>

### General Fund Expenditures

Expenditures	Budget	Year-to-Date	%
City Commission	\$ 96,882	\$ 9,119	9.4%
City Manager	634,437	42,680	6.7%
City Attorney	95,000	-	0.0%
City Clerk	233,155	15,399	6.6%
General Government	1,098,953	24,274	2.2%
Risk Management	16,000	-	0.0%
Finance	514,731	35,436	6.9%
Information Systems	305,894	12,504	4.1%
Community Development	622,775	47,255	7.6%
Building	499,153	33,368	6.7%
Facilities Maintenance	390,739	19,286	4.9%
Police Operations	5,118,507	403,759	7.9%
Fire Combat	4,629,920	345,502	7.5%
Fire Prevention	374,775	25,930	6.9%
Support Services	946,119	65,300	6.9%
PW Admin & Engineering	246,365	17,809	7.2%
Streets/Sidewalks	502,699	49,402	9.8%
Parks & Recreation	1,766,449	122,399	6.9%
Events Center	443,838	48,167	10.9%
Community Center	124,242	16,012	12.9%
Senior Center	103,697	7,298	7.0%
Tennis Center	50,181	2,751	5.5%
Transfers Out	1,537,708	128,142	8.3%
<b>Total Expenditures</b>	<b>\$ 20,352,219</b>	<b>\$ 1,471,792</b>	<b>7.2%</b>
<i>Fund Balance Forward</i>	14,138,405	14,138,405	100.0%
<b>Current Fund Balance</b>	<b>\$ 11,428,358</b>	<b>\$ 13,211,091</b>	<b>115.6%</b>

### Debt Service Funds

Revenues	Budget	Year-to-Date	%
Transfers In	\$ 632,208	\$ 52,660	8.3%
<b>Expenditures</b>			
PIRRB Series 2007	\$ 291,807	\$ 276,340	94.7%
PIRRN Series 2012	\$ 331,773	\$ 283,140	85.3%

### Special Revenue Funds

Revenues	Budget	Year-to-Date	%
Impact Fees	\$ 28,400	3,121	11.0%
Cemetery Sales	4,000	-	0.0%
Fines & Forfeitures	7,250	423	5.8%
Investment Income/Other	4,200	202	4.8%
<b>Total</b>	<b>\$ 43,850</b>	<b>\$ 3,746</b>	<b>8.5%</b>
<b>Expenditures</b>			
Training	\$ 23,000	\$ 5,066	22.0%
Operating & DARE	13,000	-	0.0%
Contributions	13,500	-	0.0%
Capital	133,410	-	0.0%
Heritage Park	185,000	-	0.0%
Cemetery Operations	7,225	219	3.0%
<b>Total</b>	<b>\$ 375,135</b>	<b>\$ 5,285</b>	<b>1.4%</b>
<i>Fund Balance Forward</i>	721,287	721,287	100.0%
<b>Current Fund Balance</b>	<b>\$ 390,002</b>	<b>\$ 719,748</b>	<b>184.5%</b>

### Capital Projects Fund

Revenues	Budget	Year-to-Date	%
Investment Income	\$ 1,000	\$ -	-
Grants	-	-	0.0%
Intergovernmental/Other	434,000	-	0.0%
Transfers In	755,000	62,917	8.3%
<b>Total</b>	<b>\$ 1,190,000</b>	<b>\$ 62,917</b>	<b>5.3%</b>
<b>Expenditures</b>			
Capital Projects	1,962,108	56,230	2.9%
<b>Total</b>	<b>\$ 1,962,108</b>	<b>\$ 56,230</b>	<b>2.9%</b>
<i>Fund Balance Forward</i>	1,176,112	1,176,112	100.0%
<b>Current Fund Balance</b>	<b>\$ 404,004</b>	<b>\$ 1,182,799</b>	<b>292.8%</b>

### Water and Sewer Fund

Revenues	Budget	Year-to-Date	%
Water Sales	\$ 2,000,000	\$ 98,743	4.9%
Sewer Revenue	1,870,000	107,017	5.7%
Reclaimed Water	205,000	12,991	6.3%
Water Impact Fees	50,000	-	0.0%
Sewer Impact Fees	10,000	2,664	26.6%
Investment Income/Other	135,500	9,076	6.7%
<b>Total</b>	<b>\$ 4,270,500</b>	<b>\$ 230,491</b>	<b>5.4%</b>
<b>Expenditures</b>			
Operating Expenses	1,612,648	85,457	5.3%
Capital Projects	703,000	-	0.0%
Wholesale swr/reclaimed	1,333,000	3,054	0.2%
Transfers Out	1,039,500	85,583	8.2%
<b>Total</b>	<b>\$ 4,688,148</b>	<b>\$ 174,094</b>	<b>3.7%</b>
<i>Beg Unrestrict Net Assets</i>	14,683,952	14,683,952	100.0%
<b>Available Net Assets</b>	<b>\$ 14,266,304</b>	<b>\$ 14,740,349</b>	<b>103.3%</b>

### Stormwater Utility Fund

Revenues	Budget	Year-to-Date	%
Stormwater Fees	\$ 385,924	\$ 22,983	6.0%
Interest/Other	3,000	135	4.5%
<b>Total</b>	<b>\$ 388,924</b>	<b>\$ 23,118</b>	<b>5.9%</b>
<b>Expenditures</b>			
Operating Expenses	332,183	12,990	3.9%
Capital Projects	190,000	-	0.0%
<b>Total</b>	<b>\$ 522,183</b>	<b>\$ 12,990</b>	<b>2.5%</b>
<i>Unrestricted Net Assets</i>	268,592	268,592	100.0%
<b>Available Net Assets</b>	<b>\$ 135,333</b>	<b>\$ 278,720</b>	<b>206.0%</b>

### Fleet Maintenance Internal Service Fund

Revenues	Budget	Year-to-Date	%
Fleet Transfers & Income	\$ 1,090,103	\$ 68,343	6.3%
<b>Expenditures</b>			
Operating Costs	\$ 282,006	\$ 18,810	6.7%
Vehicle Purchases	\$ 888,500	\$ -	0.0%

**City of Lake Mary, Florida**  
**General Fund Revenues**  
**As of October 31, 2014**

Account Code	Description	2011 Actual	2012 Actual	2013 Actual	2014 Preliminary	2015 Budget	2015 Y-T-D	% FYTD
	Millage Rate	3.6355	3.6355	3.6355	3.5895	3.5895	3.5895	
311-10	Ad valorem tax	\$ 6,470,685	6,072,711	6,029,358	6,108,271	6,327,960	-	
	Franchise & Utility:							
313-10	Duke Energy - Franchise	1,283,358	1,224,950	1,128,047	1,146,509	1,134,190	-	
313-11	FP&L - Franchise	586,291	545,433	535,600	469,000	568,537	-	
313-40	Propane - Franchise	7,090	10,010	5,864	8,367	8,585	-	
313-70	Solid Waste - Franchise	402,902	419,745	428,368	441,060	442,491	31,986	7.23%
	Total Franchise	2,279,641	2,200,138	2,097,879	2,064,936	2,153,803	31,986	1.49%
314-10	Duke Energy - Utility	1,348,464	1,249,357	1,288,610	1,310,121	1,297,751	-	
314-11	FP&L - Utility	607,667	601,224	648,297	729,688	717,878	-	
314-20	Telecommunications	2,025,484	2,011,704	2,093,587	1,746,328	1,857,389	-	
314-80	Propane Gas - Utility	45,535	47,512	40,838	52,307	50,421	-	
	Total Utility	4,027,150	3,909,797	4,071,332	3,838,444	3,923,439	-	
	Total Franchise & Utility	6,306,791	6,109,935	6,169,211	5,903,380	6,077,242	31,986	0.53%
	Licenses and Permits:							
321-60	Business Tax Receipts	119,026	115,373	118,964	117,319	118,110	105,634	89.44%
322-10	Building Permits	501,449	851,192	1,543,828	864,080	720,524	157,959	21.92%
322-20	Electrical Permits	31,702	63,819	45,976	77,580	48,118	9,226	19.17%
322-30	Plumbing Permits	12,861	43,687	30,639	28,629	33,687	1,858	5.52%
322-40	Mechanical Permits	23,054	25,243	32,685	50,765	31,316	3,605	11.51%
	Total Licenses & Permits	688,092	1,099,314	1,772,092	1,138,373	951,755	278,282	29.24%
	Fines & Forfeitures:							
351-10	Court Fines	66,172	59,132	69,858	71,304	56,474	-	
351-30	False Alarm Fees	1,850	4,225	3,950	500	600	-	
351-50	Violation of Local Ordin.	12,901	7,810	33,586	47,850	15,000	180	1.20%
	Total Fines & Forfeitures	80,923	71,167	107,394	119,654	72,074	180	0.25%
	Intergovernmental:							
312-41	Local Option Gas Tax	204,746	224,965	249,978	250,577	258,107	-	
334-00	Grants	18,575	3,241	2,096	20,860	-	-	
335-12	State Rev. Share/Gas Tax	268,887	275,591	293,595	319,579	336,458	26,178	7.78%
335-14	Mobile Home License	35	108	114	71	60	-	
335-15	Alcoholic Beverage Lic.	20,566	9,829	5,572	10,604	12,000	-	
335-18	1/2 Cent Sales Tax	795,364	800,439	834,141	805,173	957,126	-	
	Firefighter Supplement	10,580	11,200	11,740	10,556	14,040	-	
	Total Intergovernmental	1,318,753	1,325,373	1,397,236	1,417,420	1,577,791	26,178	1.66%

**City of Lake Mary, Florida**  
**General Fund Revenues**  
**As of October 31, 2014**

Account Code	Description	2011 Actual	2012 Actual	2013 Actual	2014 Preliminary	2015 Budget	2015 Y-T-D	% FYTD
<b>Charges for Services:</b>								
341-80	County Business License	12,665	10,715	10,836	11,098	11,000	3,731	33.92%
341-21	Zoning Fees	25,615	21,798	22,074	20,334	17,000	1,300	7.65%
341-22	Site Plan Fees	6,400	3,200	10,200	12,849	8,000	-	
341-22	Developer Bonus	-	-	-	-	-	-	
342-10	Police Services	71,190	63,085	57,744	50,067	45,000	4,402	9.78%
342-60	Rescue Transport Fees	657,144	609,044	597,065	513,365	590,000	34,194	5.80%
347-10	Community/Events Center Rent	499,973	513,448	489,532	533,740	520,000	49,611	9.54%
347-15	Community Center	-	-	-	21,147	50,000	6,541	13.08%
347-20	Summer Camp Fees	-	-	-	51,475	45,000	-	
347-30	Farmers Market	36,838	31,379	29,719	23,107	25,000	1,602	6.41%
347-40	Skate Park Fees	16,296	8,819	4,221	3,198	4,000	498	12.45%
347-45	Splash Park Fees	23,504	24,274	22,811	25,760	24,000	240	1.00%
347-50	Park Rentals	675	630	1,082	783	850	75	8.82%
347-60	Sports Complex Rentals	24,658	27,330	29,288	30,620	30,000	7,411	24.70%
347-70	Softball Leagues	16,875	13,930	16,575	14,050	15,000	400	2.67%
347-80	Concession Revenues	5,444	679	2,435	7,326	7,500	-	
347-90	Tennis Center Revenues	52,204	50,231	40,729	23,364	16,000	-	
	Total Charges for Services	1,449,481	1,378,562	1,334,311	1,342,283	1,408,350	110,005	100.00%
<b>Other:</b>								
361-10	Interest	229,730	192,570	(1,038)	173,777	120,000	3,724	3.10%
363-10	Streetlighting	32,802	32,780	32,484	32,729	32,000	1,832	5.73%
364-00	Sale of Capital Assets	15815	51,917	388	701	-	-	
369-00	Other Miscellaneous Rev.	113,923	160,060	126,900	151,663	60,000	7,708	12.85%
	Total Other Revenue	392,270	437,327	158,734	358,870	212,000	13,264	6.26%
<b>Transfers In:</b>								
381-00	Transfers from W&S	850,000	850,000	900,000	985,000	1,015,000	84,583	8.33%
381-00	Transfers from Cemetery FD	850,000	125,000	900,000	985,000	1,015,000	84,583	8.33%
	Total Transfers In	1,700,000	975,000	1,800,000	1,970,000	2,030,000	169,166	8.33%
	Total General Fund Revenue	17,556,995	16,494,389	17,868,336	17,373,251	17,642,172	544,478	3.09%
	Carry-forward Fund Balance	15,145,583	15,066,183	16,369,093	17,541,260	14,138,405	14,138,405	100.00%
	Total Available	\$ 32,702,578	31,560,572	34,237,429	34,914,511	31,780,577	14,682,883	46.20%

FINANCE DEPARTMENT  
MONTHLY REPORT  
October 2014

<b>Purchasing/AP Activity</b>	<b>Oct-14</b>	<b>FYTD</b>	<b>Oct-13</b>	<b>FYTD</b>
Purchase Orders Encumbered	115	115	120	120
Bids/RFPs Processed	0	0	2	2
Express Purchase Orders Processed	18	18	13	13
Express P.O. - Average \$ Value	\$277		\$177	
Checks Issued to Vendors	296	296	194	194
P-Card Transactions	330	330	251	251
P-Card Average \$ Value	\$121		\$141	

<b>Accounting/Payroll Activity</b>				
Journal entries Prepared and Posted	53	53	38	38
Items Deposited	2,962	2,962	2,979	2,979
Deposited Items Returned	4	4	4	4
Credit/Debit Card transactions	533	533	418	418
Credit/Debit Card Sales	\$118,422	\$118,422	\$58,041	\$58,041
Employees Paid	562	562	378	378

<b>Utilities Activity</b>				
Utility Refund Checks	26	26	2	2
Utility Turn-offs for Non-payment	27	27	18	18
Door Hangers for Non-pay prepared	115	115	109	109
Delinquent Letters Mailed Out	330	330	349	349
Utility Service Complaints Handled	19	19	26	26
Garbage Service Complaints Handled	12	12	17	17
Existing Utility Accounts Closed	85	85	87	87
New Utility Accounts Opened	67	67	92	92
Utility Bank Draft Customers	1,124		1,082	
Electronic Utility Payments	1,126	1,126	1,109	1,109
Paperless Billing Customers	740		630	
Current Residential Water Customers	4,742		4,690	
Current Residential Sewer Customers	2,580		2,514	
Current Residential Garbage Customers	4,920		4,828	
Current Commercial Water Customers	445		446	
Current Commercial Sewer Customers	381		382	
Current Commercial Garbage Customers	242		239	

<b>IT Activity</b>				
Helpdesk tickets logged	122	122	128	128
Computer/Server/Network tickets	119	119	126	126
Cell Phone tickets	6	6	2	2
Helpdesk tickets resolved	125	125	130	130
Average resolution time (days)	1		1	
Intranet/Website Updates	6	6	12	12
Unique Website Visitors	18,627	18,627	16,169	16,169

<b>Items of Interest During Reporting Period</b>				

# Human Resources

## October 2014 Report

<b>Employment</b>	<b>10/14</b>	<b>YTD</b>	<b>10/13</b>	<b>YTD</b>
Applications received/acknowledged	81	81	2	2
New Hire Orientations	1	1	0	0
Resignations/Terminations	2	2	0	0
Current Vacancies (FT/PT Employment Opportunities)	7	7	1	1
Positions filled in house	0	0	1	1
Positions filled outside	1	1	0	0
Surveys Conducted/Completed	6	6	3	3
Employee Evaluations	9	9	13	13
Employee Verifications	5	5	6	6
Personnel Actions Initiated	47	47	39	39
Grievances Filed	1	1	1	1
Employee Insurance Assistance	1	1	4	4
Current Full Time Employees	171		174	
Current Part Time Employees	16		16	
<b>Special Projects</b>				
Benefit Fair prep				
Flu shots				
<b>Insurance</b>				
	<b>10/14</b>	<b>YTD</b>	<b>10/13</b>	<b>YTD</b>
On the Job Injuries - Medical Attention Required	0	0	2	2
On the Job Injuries - No Medical Attention Required	0	0	0	0
City Vehicle Accidents Reported - Under \$500	1	1	2	2
City Vehicle Accidents Reported - Over \$500	0	0	0	0
Loss/Damage Reports - Under \$500	0	0	2	2
Loss/Damage Reports - Over \$500	0	0	0	0
Damage to City Property by Others - Under \$500	0	0	0	0
Damage to City Property by Others - Over \$500	0	0	0	0
Liability/Claimant Incident Reports - Under \$500	0	0	1	1
Liability/Claimant Incident Reports - Over \$500	0	0	1	1
Special Hearings/Mediations	0	0	0	0

# PUBLIC WORKS UPDATE

**October 2014**

## Streets/Sidewalks – 432

1. Station House area parking, utility and road improvements substantial completion August 13<sup>th</sup>. Final Completion dependent upon Station House schedule (December).
2. Design of parking lot for Community Building complete, bid in December.
3. Rinehart Trail resurfacing complete.
4. Emma Oaks Trail sidewalk waiting on Duke transmission pole replacements.
5. Street pavement condition survey to begin in November.

## Water Treatment – 434

12-month average daily water demand 2.95 million gallons (3% less than previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.46, plant capacity 9.99 MGD.

## Water Distribution/Wastewater Collection – 435

1. Meter Change-out Program – ongoing.
2. Continuing decommission of galvanized water mains downtown.
3. Lift station pump maintenance program – all stations have been repaired/modified; we are experiencing a 25% reduction in electric use over 2011.
4. Lake Mary Blvd/TOD sewer design being revised to add sidewalk and turn lane on Palmetto Ave, 90% design completed.

	Oct-14	FYTD	Oct-13	FYTD
Work Orders Completed	43	43	27	27
Sidewalks Repaired (Feet)	120	120	40	40
Street Signs Installed	10	10	11	11
Streets Paved (Miles)	0.00	0.00	2.69	3
Paved Streets Maintained (Asphalt - Tons)	2.50	2.50	3.50	4
Millions Gallons Treated	100	100	103	103
New Water Meters Installed	2	2	6	6
Waterlines Installed (Feet)	0	0	160	160
Waterline Breaks Repaired	27	27	25	25
Meters Exchanged	36	36	39	39
Turn-On/Turn-Off (Customer Request)	152	152	179	179
Turn-Offs/Non-Payment	27	27	18	18
Water System Dist. Valves Exercised	5	5	30	30
Vehicle Preventative Maint. Inspections	50	50	49	49
Vehicles/Equipment Serviced	108	108	85	85



## **CITY MANAGER'S REPORT**

DATE: November 3, 2014

TO: Mayor and City Commission

FROM: Bobbie Jo Keel, Permitting/Zoning Coordinator

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: October Monthly Report

BUILDING PERMITS ISSUED					BUILDING PERMIT VALUATIONS			
ACTIVITY - PERMIT TYPE	Oct-14	YTD	Oct-13	YTD	Oct-14	YTD	Oct-13	YTD
COMMERCIAL - NEW	1	1	2	2	\$ 1,032,000	\$ 1,032,000	\$ 624,599	\$ 624,599
COMMERCIAL - ALTERATION	13	13	19	19	\$ 7,664,916	\$ 7,664,916	\$ 2,267,422	\$ 2,267,422
RESIDENTIAL - NEW	0	0	2	2	\$ -	\$ -	\$ 340,598	\$ 340,598
RESIDENTIAL - ALTERATION	16	16	7	7	\$ 145,338	\$ 145,338	\$ 20,912	\$ 20,912
ELECTRICAL - NEW/ALTERATION	35	35	31	31	\$ 906,768	\$ 906,768	\$ 812,193	\$ 812,193
ELECTRICAL - TEMP/PREPOWER	1	1	10	10	\$ 100	\$ 100	\$ 1,350	\$ 1,350
MECHANICAL - NEW/ALTERATION	28	28	24	24	\$ 518,883	\$ 518,883	\$ 268,847	\$ 268,847
PLUMBING - NEW/ALTERATION	19	19	17	17	\$ 105,440	\$ 105,440	\$ 150,987	\$ 150,987
ROOFING - TILE, METAL & FLAT	8	8	19	19	\$ 55,391	\$ 55,391	\$ 229,459	\$ 229,459
RE-ROOFING	25	25	20	20	\$ 1,165,370	\$ 1,165,370	\$ 201,993	\$ 201,993
SWIMMING POOL	2	2	3	3	\$ 95,300.00	\$ 95,300.00	\$ 113,845.00	\$ 113,845.00
SCREEN ENCLOSURE	2	2	1	1	\$ 14,452	\$ 14,452	\$ 6,500	\$ 6,500
FENCE	11	11	5	5	\$ 20,286	\$ 20,286	\$ 14,464	\$ 14,464
SIGN	7	7	5	5	\$ 17,655	\$ 17,655	\$ 16,699	\$ 16,699
FOUNDATION ONLY	0	0	0	0	\$ -	\$ -	\$ -	\$ -
DEMOLITION	0	0	0	0	\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>168</b>	<b>168</b>	<b>165</b>	<b>165</b>	<b>\$ 11,741,899</b>	<b>\$ 11,741,899</b>	<b>\$ 5,069,868</b>	<b>\$ 5,069,868</b>

BUILDING INSPECTIONS PERFORMED				
TYPE	Oct-14	YTD	Oct-13	YTD
BUILDING	234	234	344	344
ELECTRICAL	72	72	103	103
MECHANICAL	46	46	88	88
PLUMBING	47	47	44	44
<b>TOTALS</b>	<b>399</b>	<b>399</b>	<b>579</b>	<b>579</b>

### MAJOR PROJECTS

1. Fountain Parke
2. Station House
3. Central Parc
4. My Neighborhood Storage

### First Step Meetings

1. Extreme Youth Sports
2. Fred's Southern Kitchen
3. Florida Autism Center
4. Parcel 1-Colonial Cntr PUD/DRI
5. Summit Church Renovation



## **MEMORANDUM**

DATE: November 20, 2014  
TO: Mayor and City Commission  
FROM: Bryan Nipe, Parks and Recreation Director  
VIA: Jackie Sova, City Manager  
SUBJECT: Parks and Recreation Update for October 2014

---

### **Recreation:**

- Adult Softball  
6 team leagues on Monday (Men's) and Wednesday (Co-Ed).
- Adult Kickball  
Friday nights from 6:00pm-9:30pm (Co-Ed).
- Soccer Shots (youth clinic) – 184 participants overall in the Spring, Summer and Fall leagues. Morning and evening clinics available at the Lake Mary Sports Complex and Community Center: <http://www.soccershots.org/orlando>

### **Events Center:**

- 13% increase in revenue in FY 2015 over this point in FY 2014.
- Most non-revenue uses have been redirected to the Community Center.

### **Community Center:**

102 private rentals booked to date since May 1, 2014.

- Zumba: 8 classes per week, in both mornings and evenings.  
Averaging between 10-15 people per morning class. Around 20 people for evening classes.
- Yoga: Mondays at 11:00am and Thursdays at 7:30pm.  
Averaging between 3-5 people per class.
- Tri-Balance Martial Arts: Classes held every Monday & Thursday 5:30pm-6:30pm.  
Averaging between 10-12 participants per class.
- Young Rembrandts (youth art): Wednesday Classes from 5:00pm-6:00pm.  
Averaging between 1-2 participants per class.

**Tennis Center:**

- 155 Members – up from 150 in November 2013.
- Fall Mixer – Makeup event, Saturday December 5<sup>th</sup>.
- Men's Doubles Championship January 24<sup>th</sup> and 25<sup>th</sup>.

**Community Events:**

- WineART Wednesdays – First Wednesday of the month. The partnership with DailyCity.com Food Truck Bazaar has proven to be successful with increased visitors each month.
- Museum
  - Christmas Open House on Sunday, December 7th from 2:00pm-4:00pm.
- Holiday in the Park – December 5<sup>th</sup> from 6:00pm-8:00pm.

**Senior Center:**

- 17% increase in participation in FY 2015 over 2014.
- Coordinating with SunRail for monthly train trips for Seniors to Winter Park for lunch.

**Grounds and Facilities:**

- Steel Trailhead Sign refurbished and preserved by staff.
- Lighting and sound project at Central Park to provide an enhanced Holiday experience will be completed by the end of November.
- Overseeding of athletic fields will begin in late November.

# MEMO

TO: Bryan Nipe, Director of Parks & Recreation

FROM: Sean Cabrera, Recreation Specialist

DATE: November 10, 2014



## PARKS AND RECREATION MONTHLY ACTIVITY REPORT FOR THE MONTH OF: October 2014

EVENTS CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
non-revenue uses	1	13	1	13
rentals	26	26	26	26
revenue	\$ 49,611.13	\$ 44,065.58	\$ 49,611.13	\$ 44,065.58
expenses	\$ 48,167.36	\$ 33,735.16	\$ 48,167.36	\$ 33,735.16

SENIOR CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	2,522	2,159	2,522	2,159
individual participants	143	127	143	127
revenue	\$ 1,489.68	\$ 1,142.20	\$ 1,489.68	\$ 1,142.20
expenses	\$ 7,298.03	\$ 6,296.23	\$ 7,298.03	\$ 6,296.23

COMMUNITY CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
classes	59	-	59	-
non-revenue uses	8	-	8	-
rentals	19	-	19	-
rental revenue	\$ 6,541.10	-	\$ 6,541.10	-
expenses	\$ 16,011.87	-	\$ 16,011.87	-

TENNIS CENTER	Current Month	This Month Last YR	Current YTD	Previous YTD
memberships	155	150		
revenue	-	-	-	-
expenses	\$ 2,751.45	\$ 2,865.60	\$ 2,751.45	\$ 2,865.60

OTHER REVENUES	Current Month	This Month Last YR	Current YTD	Previous YTD
Farmers Market	\$ 1,601.88	\$ 2,007.08	\$ 1,601.88	\$ 2,007.08
Skate Park	\$ 498.25	\$ 372.62	\$ 498.25	\$ 372.62
Splash Park	\$ 239.62	\$ 462.27	\$ 239.62	\$ 462.27
Park Rentals	\$ 75.00	\$ 50.00	\$ 75.00	\$ 50.00
Sports Complex	\$ 7,410.75	\$ 2,078.79	\$ 7,410.75	\$ 2,078.79
Leagues	\$ 400.00	\$ 325.00	\$ 400.00	\$ 325.00
Concession (Trailhead & Sports Comp.)	-	-	-	-
Summer Camp	-	-	-	-
<b>TOTAL OTHER REVENUES</b>	<b>\$ 10,225.50</b>	<b>\$ 5,295.76</b>	<b>\$ 10,225.50</b>	<b>\$ 5,295.76</b>



**WORK ORDER EXPENSES**

TYPE	Oct-14	YTD	Oct-13	YTD	Oct-14	YTD	Oct-13	YTD
LABOR	61%	61%	64%	64%	\$ 7,351.48	\$ 7,351.48	\$ 9,281.37	\$ 9,281.37
MATERIALS	39%	39%	31%	31%	\$ 4,694.66	\$ 4,694.66	\$ 4,785.12	\$ 4,785.12
CONTRACTOR	0%	0%	5%	5%	\$ -	\$ -	\$ 19,592.97	\$ 19,592.97
<b>TOTALS</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>\$12,046.14</b>	<b>\$ 12,046.14</b>	<b>\$33,659.46</b>	<b>\$ 33,659.46</b>

**WORK ORDERS BY BUILDING**

FACILITY	Oct-14	YTD	Oct-13	YTD
CITY HALL	14	14	10	10
COMMUNITY CENTER	2	2		
EVENTS CENTER	3	3	10	10
EMPLOYEE HEALTH CLINIC	0	0	1	1
FLEET	1	1	1	1
FRANK EVANS MUSEUM	0	0	2	2
LIBERTY PARK	0	0	0	0
MUNICIPAL COMPLEX	5	5	10	10
PARKS BUILDING	1	1	3	3
POLICE DEPARTMENT	7	7	4	4
PUBLIC WORKS BUILDING	3	3	1	1
SPORTS COMPLEX	7	7	2	2
STATION #33	0	0	0	0
STATION #37	0	0	0	0
TENNIS CENTER	4	4	5	5
TRAILHEAD PARK	4	4	0	0
WATER TREATMENT PLANT	1	1	2	2
<b>TOTALS</b>	<b>52</b>	<b>52</b>	<b>51</b>	<b>51</b>

**WORK ORDERS BY CATEGORY**

FACILITY	Oct-14	YTD	Oct-13	YTD
APPLIANCES	4	4	3	3
DOORS - INT, EXT, & HARDWARE	2	2	2	2
ELECTRICAL	29	29	20	20
FIRE ALARM SYSTEMS	0	0	0	0
FIRE SPRINKLER SYSTEMS	0	0	0	0
HVAC	5	5	2	2
JANITORIAL	0	0	6	6
MISCELLANEOUS	8	8	15	15
PAINT - INTERIOR & EXTERIOR	1	1	0	0
PEST CONTROL	0	0	0	0
PLUMBING	2	2	3	3
PREVENTATIVE MAINTENANCE	0	0	0	0
SECURITY SYSTEMS	1	1	0	0
SEPTIC TANKS	0	0	0	0
VENDING	0	0	0	0
<b>TOTALS</b>	<b>52</b>	<b>52</b>	<b>51</b>	<b>51</b>



## MEMORANDUM

**Date:** November 20, 2014

**TO:** City Commission

**FROM:** Gary Schindler, City Planner *G.S.*

**THRU:** John Omana, Community Development Director *J.O.*

**VIA:** Jackie Sova, City Manager

**RE:** October 2014 Planning and Development Activity

### FY2014-2015 WORKLOAD DATA

	FY2014		FY2015	
	OCT	Total YTD	OCT	Total YTD
Land Use Amendments	0	0	0	0
Rezoning	3	3	0	0
Conditional Use	0	0	0	0
Subdivisions/Plat	0	0	1	1
Site Plans	1	1	1	1
Variances	0	0	0	0
Vacates	0	0	0	0
Annexations	0	0	1	1
DRI Development Agreement & Amendments	0	0	0	0
PUD Development Agreement & Amendments	0	0	0	0
Development Agreements, New	0	0	1	1
DRC Reviews	1	1	1	1
Home Occupation Review	7	7	8	8
Business License Review	39	39	61	61
Arbor Permits (non-development related)	17	17	14	14
Zoning Verification Letters	1	1	1	1
Site Permits Issued	0	0	1	1
Building Permits Review	32	32	39	39
Number of Pages Scanned	0	0	0	0

**Significant Meetings & Issues:**

**October 1 – Coast to Coast Connector Summit**

**October 7 – New Century Park DRI Meeting**

**October 8 – MetroPlan Orlando Strategic Business Plan, Williston Park Lot 8 Pre-con**

**October 14 – Sanford Noise Abatement Committee Meeting, Macaroni Grill Site First Step Meeting, Florida Autism Group First Step Meeting**

**October 20 – Meeting to discuss Lake Emma Townhome project**

**October 21 – Meeting to discuss International Parkway development activity**

**October 22 – Lake Emma Pre-PUD DRC, MetroPlan Bicycle & Pedestrian Advisory Committee**

**October 23 – Meeting to discuss bringing new corporate headquarters into the City**

**October 24 – MetroPlan Orlando Transportation Technical Committee, Station House Palm Tree Meeting**

**October 28 – First Step Meeting for HIBC Parcel I**

**October 30 - Summit Church First Step Meeting**



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



## **Monthly Report**

### **October 2014**

#### **Administration and Emergency Operations**

We responded to 421 emergency alarms, had 169 transports, and logged over 587.5 hours of training during the month of October.

Emergency Operations personnel had an additional 73 public contacts for sharps boxes, blood pressures, child car seat installations, public relations, etc.

Preparations continue for EMS and officer skills assessments. These will occur during the months of November and December 2014.

Emergency Operations and administrative staff participated in the events listed below for Fire Prevention.

#### **Fire Prevention**

Fire inspectors conducted 64 combined inspections and 60 plan reviews.

Activities included planning and preparation for FD Open House, Poster Contest marketing, picking up/judging, prize/certificate preparations, and public education material ordering and assembling hundreds of PR grab bags. Many site visits for construction related issues and assisting with SEED event.

Attended First Step, SEED, DRC, Pre-Con, Awards, and Heathrow Arts Festival meetings.

Conducted several interviews for vacant Fire Inspector position.

Created outline and program for EOC Drill for senior staff members.

Conducted EOC drill for senior staff members.

Attended Temple Terrace Fire Department Open House and conducted side by side burn demonstration for them.

Attended Home Depot Fire Safety Day and conducted a side by side burn demonstration during the event.

Participated in City's Ghost Walk – Station 33 – 2 nights – decorations, storytelling, Heathrow Arts Festival and in City Government Day at elementary schools.

Conducted (8) 911 checks, (1) Egress study for local business.

#### Public Education Events –

Grace United Fall Festival – engine display

Home Depot Fire Safety Day – table and engine display, side by side burn demo

Station Tour (7) – various groups

Kids Together – engine visit and safety talk

Kid City USA – engine visit and safety talk

Lady Bird – engine visit and safety talk (and engine visit later at Fall Festival)

H T E – Safety Fair – table display

National Night Out – table and engine display

Early Learning – engine visit

255 Primera – fire drill

7095 CR 46A – fire extinguisher training

1025 Greenwood – Workplace Fire Safety Presentation/Fire Warden Training

UCP School – engine visit

Duke Energy – Workplace Fire Safety Presentation

Duke Energy – fire extinguisher training

Spooktacular – engine/table



# Lake Mary Police Department

## MONTHLY REPORT - OCTOBER 2014

	FY 2015 OCT	FY 2015 YTD	FY 2014 OCT	FY 2014 YTD
<b>Monthly Call Volume</b>	4,442	4,442	5,466	5,466
<b>Response Times (in minutes)</b>				
Priority 1	4.27	4.27	3.45	3.45
Priority 2	5.91	5.91	3.79	3.79
Priority 3	7.72	7.72	7.29	7.29

### UCR Crimes

Murders	0	0	0	0
Sex Offenses, Forcible	0	0	0	0
Robbery	0	0	0	0
Assault/Battery	7	7	5	5
Burglary	11	11	3	3
Theft, all other	12	12	15	15
Motor Vehicle Theft	1	1	0	0
Theft of Motor Vehicle Parts	1	1	1	1
Arson	0	0	0	0
D.U.I.	4	4	1	1

### Total Arrests

Adults	38	38	23	23
Juveniles	4	4	6	6

### Traffic Calls

Crashes	75	75	59	59
Criminal Citations	7	7	6	6
Citations- non criminal	202	202	251	251
Parking citations	5	5	14	14
K9 Deployments	14	14	6	6
Agency Assist; outside Jurisdiction	54	54	46	46

### Alarms

Total	105	105	97	97
Business	58	58	60	60
Residential	47	47	37	37

### Total Responses to City Ordinance Violations

74	74	27	27
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# Lake Mary Police Department - IMPORTANT EVENTS

## Patrol Division

K-9 and Motor Unit presented demos at National Night Out & City Government Day at Lake Mary Elementary. The SWAT Team took part in the Bad To The Bone Obstacle Course competition hosted by Marion County Sheriff's Office in Ocala, placing ninth among 14 teams.

Motors Unit participated in Mock DUI at Hagerty High School.

Presented a K-9 Demonstration at UCF's Homecoming.

Provided security/traffic control for the Lake Mary Heathrow Festival of the Arts and Wine Art Wednesday.

Provided traffic control for Lake Mary's Ghost Walk, Lake Mary Prep's Spooktacular, 5K, No Limits Church Fall Festival and Learning Experience's Trunk or Treat Festival.

Hosted Traffic Homicide Investigation Training at Lake Mary P.D.

## Criminal Investigations Division

Nine cases were routed to the Economic Crime Task Force, with a total of 20 being worked.

Cases currently being worked include Elderly Neglect, Child Pornography, Armed Robbery and Residential Burglaries.

Attended Seminole, Volusia and Lake County Intel meetings, as well as CFIX, Safehouse, Domestic and Multidisciplinary Team meetings.

Attended training on Interview and Crime Interrogation Techniques, and received training from the State Attorney's Office on Wire Taps.

Assisted with National Night Out, Lake Mary Ghost Walk and the Lake Mary Heathrow Festival of the Arts.

Performed background investigations and voice stress analysis testing on police officer applicants.

## Community Relations Division (CRD)

Safety Week presentations were given to enthusiastic pre-schoolers at St. Peter's Pre-School, Kids Together and Ladybird Academy.

An extremely successful National Night Out was held with well over 600 in attendance, with several requests from the community to participate in 2015.

Multiple car seat installations were completed during the month of October.

A police department tour was given to 100 cub scouts and their families.

Participated in a very successful City Government Day with other city divisions.

Lake Mary P.D.'s Ghost Walk tour (scary) was deemed "the best year ever!" by attendees.

Officer Gillett attended Florida's Crime Prevention Conference focusing on crime prevention strategies that can be utilized in our city.

CRD manned a LMPD booth at the Lake Mary Heathrow Festival of the Arts and assisted there.

Grace Methodist Fall Festival - CRD manned a booth and did "meet and greet" with attendees.

Gave Seminole High School a DUI demo (with goggles to illustrate impairment) for students and faculty at their Red Ribbon week.

Gave robbery training to Insight Bank, instructing staff on best practices and safety procedures.

## Support Services Division

Kristine Babbish was hired for the new ECO full time position.

Support Services Supervisor Suzanne Garfinkel attended the National Center of Missing & Exploited Children Seminar that provided an overview of effective policies and practices within Communications in relation to missing children cases.

Support Services hosted an FDLE Falcon Training for fingerprint retention.

LMPD received a report of zero errors in their teletype FCIC/NCIC entries (Florida and National Crime Information Centers) during their September FDLE audit, which also covered the handling and dissemination of criminal history information and FDLE rules and regulations. Their FDLE Compliance Letter has been received and will be followed by an FDLE Technical and FBI audit next year.

Fingerprint Cards were provided to parents for their children, as well as 9-1-1 safety tips, during National Night Out by Records Specialist Kim Vandegrift and ECO Erin Ward.