



## **LAKE MARY CITY COMMISSION**

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

**Regular Meeting  
AGENDA**

**THURSDAY, JUNE 04, 2015 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: May 21, 2015**
- 6. Special Presentations**
  - A. Lifesaving Award - Officer Ron Tomassi, Lake Mary Police Department**
  - B. Proclamation - Code Enforcement Officer Appreciation Week**
- 7. Citizen Participation - This is an opportunity for anyone to come forward and address the Commission on any matter relating to the City or of concern to our citizens. This also includes: 1) any item discussed at a previous work session; 2) any item not specifically listed on a previous agenda but discussed at a previous Commission meeting or 3) any item on tonight's agenda not labeled as a public hearing. Items requiring a**

public hearing are generally so noted on the agenda and public input will be taken when the item is considered.

**8. Unfinished Business**

**9. New Business**

**A. Resolution No. 964 - Granting Duke Energy an Easement for the placement of lights in the new parking lot for the Community Center (Bruce Paster, Public Works Director)**

**B. Conditional Use Approval to allow a childcare center/private school (Florida Autism Center) in the PUD Zoning District, 791 Rinehart Road, Florida Autism Center/Todd Bullock, applicant (Public Hearing) (quasi-judicial) (Steve Noto, Deputy City Planner)**

**C. Request for Site Plan approval with variances for Lake Mary Pediatric Medical Office, 105 S. Country Club Road, Urgent Care Developers of W. Lake Mary, LLC, applicant (Public Hearing) (quasi-judicial) (Steve Noto, Deputy City Planner)**

**D. Ordinance No. 1526 - Rezoning from Planned Unit Development (PUD) to PUD (Revision to adopted Rinehart Place Final PUD), related to the proposed development of a Florida Hospital emergency medical facility, 950 Rinehart Road, Kimley-Horn & Associates, Inc./Jonathan Martin, P.E. for Adventist Health System/Sunbelt, Inc., applicant - First Reading (Public Hearing) (quasi-judicial) (Gary Schindler, City Planner) (Postponed 5/21/15)**

**10. Other Items for Commission Action**

**11. City Manager's Report**

**A. Items for Approval**

**a. None**

**B. Items for Information**

**a. Police Pension information**

**12. Mayor and Commissioners Report - (2)**

**13. City Attorney's Report**

**14. Adjournment**

**THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE**

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

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

**If a person decides to appeal any decision made by this Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Per State Statute 286.0105.**

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

**UPCOMING MEETINGS: June 18, 2015**

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held May 21, 2015,  
2 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road, Lake  
3 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.  
Bruce Paster, Public Works Director  
Bryan Nipe, Parks & Recreation Director  
Tom Tomerlin, Economic Development Mgr.  
Wanda Broadway, Human Resources Mgr.  
Colin Morgan, Deputy Police Chief  
Frank Cornier, Fire Chief  
Katie Reischmann, City Attorney  
Mary Campbell, Deputy City Clerk  
22  
23  
24  
25  
26  
27  
28

29 Mayor Mealor announced under New Business, Item A, Ordinance No. 1526, at the  
30 request of the applicant this item is being postponed to the June 4, 2015, Commission  
31 meeting.  
32

33 **Motion was made by Commissioner Brender to postpone Item 9.A., Ordinance No.**  
34 **1526, to the June 4, 2015, City Commission meeting, seconded by Commissioner**  
35 **Lucarelli and motion carried unanimously.**  
36

37 5. Approval of Minutes: May 7, 2015  
38

39 **Motion was made by Commissioner Miller to approve the minutes of the May 7,**  
40 **2015, meeting, seconded by Commissioner Lucarelli and motion carried**  
41 **unanimously.**  
42

43 6. Special Presentations  
44

45 A. City Employee of the 1<sup>st</sup> Quarter 2015 – Deputy Fire Chief Joe Landreville  
46

1 Mayor Mealor said we have two special presentations. One will be the for the City  
2 employee of the first quarter for 2015 but prior to that this is EMS Week. He asked the  
3 fire chief to come to the podium.  
4

5 Chief Cornier said it was an honor to present one of his personnel with the Employee of  
6 the Quarter. Before he moved forward with the presentation he wanted to let them  
7 know we are celebrating National EMS Week which is May 17<sup>th</sup> through the 23<sup>rd</sup>. He  
8 had members of the department from both stations present. He wanted to acknowledge  
9 them and thank them for their service they provide to the citizens and visitors to the City  
10 of Lake Mary.

11  
12 Mayor Mealor asked the team involved with the EMS units to come forward.

13  
14 Chief Cornier said all the firefighters are paramedics or EMTs so they perform in some  
15 capacity EMS services to the citizens and visitors.  
16

17 Chief Cornier said the person selected for Employee of the Quarter is no stranger to this  
18 Commission. He felt privileged and grateful to work with such a man. He read from the  
19 nomination form that he presented to city staff from which they made their selection for  
20 Employee of the Quarter.  
21

22 Chief Cornier said I am nominating Deputy Chief Landreville who in my opinion has  
23 accomplished more than any other employee in this past quarter and year. Deputy  
24 Chief Landreville has developed an enormous amount of respect from his peers and  
25 staff. There were many challenges for the department this past year, specifically with  
26 Chief Haun's illness. Deputy Chief Landreville assumed many roles to ensure the  
27 success of the Lake Mary Fire Department. His dedication, knowledge, skills, and  
28 tenacity proved to keep the fire department operating as smoothly as possible during  
29 this difficult period. He was also instrumental in assisting me on various aspects and  
30 requirements for the position of the Lake Mary Fire Department Chief position. Without  
31 his leadership and contributions, I feel we would not have been able to achieve the  
32 same results if he had not been such an integral part of this transition. Deputy Chief  
33 Landreville's character and values are not only an example to the department but also  
34 to the City. He projects a warm, cheerful attitude to our citizens and Lake Mary Fire  
35 Department personnel. I have seen him resolve conflicts and handle other difficult  
36 situations with remarkable patience and admirable tact. Deputy Chief Landreville is  
37 extremely humble and would not expect to be nominated for such recognition; however,  
38 I feel it is important to acknowledge his efforts and nominate him as Employee of the  
39 Quarter.  
40

41 Chief Cornier said joining Deputy Chief Landreville this evening is his wife, Beth.  
42

43 Mayor Mealor said this city owes Deputy Chief Landreville a debt of gratitude. In one of  
44 the most difficult times for all of us, certainly those in public safety, he came to the helm,  
45 we did not miss a beat, and it was that understated quiet leadership that guided us  
46 through the most difficult of times. On behalf of his Commission colleagues and City

1 Manager it is an honor to recognize him as the Employee of the Quarter. He  
2 congratulated Deputy Chief Landreville for a job well done.

3  
4 7. Citizen Participation

5  
6 Mayor Mealor said the guidelines as mandated by the state are listed on the agenda.

7  
8 Citizen Participation – This is an opportunity for anyone to come forward and address  
9 the Commission on any matter relating to the City or of concern to our citizens. This  
10 also includes: 1) any item discussed at a previous work session; 2) any item not  
11 specifically listed on a previous agenda but discussed at a previous Commission  
12 meeting; or 3) any item on tonight’s agenda not labeled as a public hearing. Items  
13 requiring a public hearing are generally so noted on the agenda and public input will be  
14 taken when the item is considered.

15  
16 No one came forward at this time and citizen participation was closed.

17  
18 Mayor Mealor thanked the liaisons from the Forest. We stand ready to work with them  
19 and their community at any time.

20  
21 8. Unfinished Business

22  
23 There was no unfinished business to discuss at this time.

24  
25 9. New Business

- 26  
27 A. Ordinance No. 1526 – Rezoning from Planned Unit Development (PUD) to  
28 PUD (Revision to adopted Rinehart Place Final PUD), related to the proposed  
29 development of a Florida Hospital emergency medical facility, 950 Rinehart  
30 Road, Kimley-Horn & Associates, Inc./Jonathan Martin, P.E. for Adventist  
31 Health System/Sunbelt, Inc., applicant – First Reading (Public Hearing) (Gary  
32 Schindler, City Planner (AT THE APPLICANT’S REQUEST, THIS ITEM IS  
33 BEING POSTPONED TO THE JUNE 4, 2015, COMMISSION MEETING)

34  
35 This item was postponed to the June 4, 2015, City Commission meeting earlier in the  
36 meeting. See Page 1, Line 33.

- 37  
38 B. Resolution No. 963 – FDOT Traffic Signal Maintenance and Compensation  
39 Agreement (Bruce Paster, Public Works Director)

40  
41 The City Attorney read Resolution No. 963 by title only.

42  
43 Mr. Paster said this is a traffic signal maintenance and compensation agreement  
44 between the Florida Department of Transportation and the City of Lake Mary. This is for  
45 the signal at 17-92 and Weldon Boulevard which is the only signal in the City. It is on a  
46 state road. We maintain it and the state compensates us for the maintenance. They

1 have been working hard on this with many municipalities. They have a lot more at stake  
2 than we do since we only have one signal. They made a lot of changes this year. One  
3 change is it is going to be a 20-year agreement rather than a one-year agreement.  
4 Something that affects us which is great is they are not going to prorate these any more  
5 based on state versus city legs of an intersection so we get the full compensation. In  
6 the first year it just about doubles our compensation from \$1,500 to \$3,000. Two years  
7 from now they are going to recognize the signal for being interconnected with other  
8 signals and monitored so the fiscal year rate will go up to \$4,500. After that they will  
9 look at the consumer price index and adjust accordingly throughout the term of the  
10 agreement. The compensation more than adequately takes care of our expenses on an  
11 annual basis for that signal.

12  
13 Commissioner Brender said this resolution just covers that one light.

14  
15 Mr. Paster said that is correct.

16  
17 **Motion was made by Commissioner Miller to approve Resolution No. 963,**  
18 **seconded by Commissioner Brender and motion carried unanimously.**

19  
20 10. Other Items for Commission Action

21  
22 There were no items to discuss at this time.

23  
24 11. City Manager's Report

25  
26 A. Items for Approval

27  
28 a. Employee Health Insurance

29  
30 Ms. Sova said this is the annual renewal of the employee health insurance. We have  
31 with us tonight Sam Acott from Florida Blue and our senior manager with the Gehring  
32 Group (our insurance agent for health) Anna Marie Studley.

33  
34 Ms. Sova said our benefits package includes group medical, dental, vision, life, AD&D,  
35 disability and employee assistance program benefits, COBRA for our participants,  
36 retirees, and their eligible dependents. Our renewal date is July 1<sup>st</sup> of every year.

37  
38 Ms. Sova said in March we received our first renewal offer from our current carrier,  
39 Aetna, and were shocked at what we got. There are several key factors that insurance  
40 companies use when they develop pricing, the first one being claims experience and we  
41 have had a tough year. The medical trend in our area is about 10-1/2 %. We had over  
42 \$1.3 million in catastrophic claims this year, health care reform fees the City has to pay,  
43 our re-insurance program that we have to pay, and the Patient Centered Outcomes  
44 Institute (Obamacare) fees that we have to pay.

45

1 Ms. Sova said after seeing our initial in March we instructed Gehring to go out to  
2 market. They marketed to over 50 carriers and with our experience there weren't that  
3 many interested. We evaluated Aetna and Florida Blue together. Aetna's best would  
4 have been a \$383,000 a year increase in cost. Florida Blue's first pass at it was about  
5 \$295,000 in expected cost increases and that is substantial. We went back in and  
6 worked our policy to change benefits and get it down to where the renewal amount was  
7 manageable for us that we could absorb the costs. She proposed that we absorb about  
8 75% of the cost of the health insurance increase. We got it down from the \$383,000 to  
9 \$137,000 through plan design changes and by combining the two policies. We used to  
10 offer two separate policies and by combining them there was a decrement of about 11%  
11 in the cost increase. That is to prevent adverse selection so the sickest people don't  
12 take the best insurance and rack it up. After offering two plans for several years she  
13 asked the Commission to reduce it to one. We need the cost savings. Overall by going  
14 to the single option we have gotten this down to a 9.1% increase.

15  
16 Ms. Sova said we still have five employees that were hired before February 1, 1990,  
17 and they get a discount on their dependent premiums so their premiums for family  
18 would be \$233.70 bi-weekly. If you are hired after February 1, 1990, all employees  
19 would pay \$12.00 bi-weekly for health insurance. She also has listed in the memo the  
20 Commission rate of \$26.00 a month and our retiree COBRA would be \$655.66 a month  
21 for the former employees. That is because it is monthly and no bi-weekly.

22  
23 Ms. Sova said we selected Cigna to continue with our dental and they bundled for us  
24 the life, AD&D, supplemental life, volunteer life, short term disability, and employer paid  
25 long-term disability. By combining those we were able to get a \$14,000 a year rate  
26 discount and a rate guarantee through 2018 for the life insurance and long-term  
27 disability, and through 2017 for the short-term disability. We think that will be an  
28 advantage to us.

29  
30 Ms. Sova said with Florida Blue we will be transitioning the employee assistance  
31 program to a program they have called New Directions.

32  
33 Ms. Sova pointed out what a great part our clinic played in this because we were able to  
34 treat people at the clinic for a lot less cost than it would have been on the insurance  
35 plan. Gehring provided a summary that shows that we avoided over a two-year period  
36 \$775,000 going to our healthcare plan. The clinic is working and is saving us money.  
37 For prescriptions we are saving about four to one by people getting their prescriptions at  
38 the clinic and we are also saving about 1-1/3 by people using the clinic for their regular  
39 visits. That is an experience that worked out better than she estimated when we asked  
40 to have a clinic.

41  
42 Ms. Sova asked the Commission to authorize the City Manager to execute a contract  
43 with Florida Blue for healthcare and Cigna for dental, life, long-term disability, voluntary  
44 supplemental plans, and supplemental life and short-term disability.

45  
46 Commissioner Brender said we have roughly 200 employees.

1  
2 Ms. Sova said there were 173 on the plan and the total cost sharing we will be doing  
3 amounts to \$54,000 a year. That is \$12.00 a pay period times 173 employees.  
4  
5 Commissioner Brender said we are tweaking a lot of the internal deductions and  
6 deductible limits.  
7  
8 Ms. Sova said there are plan design changes. The deductible goes up \$250, the family  
9 aggregate went up \$500. It depended on which plan you had before, what we called  
10 the low plan and the buy up, but we still have a good out of pocket max at \$1,500 for  
11 single and \$3,000 for family.  
12  
13 Commissioner Brender asked if the \$12 per pay period was worth it. That was  
14 previously zero dollars.  
15  
16 Ms. Sova said 131 were already paying \$10.91 each paycheck for the up plan so it is a  
17 small change. It is pre-tax so it is actually less than that net out of the check.  
18  
19 Commissioner Brender said assuming most of the employees are using the services of  
20 the clinic, they are not being impacted by the deductible that much unless they have a  
21 major event.  
22  
23 Ms. Sova said that is true if they continue to use the clinic.  
24  
25 Commissioner Lucarelli said she loved the clinic and has been pleased with the service.  
26  
27 Commissioner Miller commended the City Manager. She was handed a big problem  
28 and did a lot of work trying to come up with a good solution.  
29  
30 Deputy Mayor Duryea said for inpatient hospital services, 10% after the current year  
31 deductible. He asked if whatever the hospital charges the insurance company only pays  
32 10% of it.  
33  
34 Ms. Sova said the employee pays 10% up to their out of pocket maximum. One of the  
35 other good things about Florida Blue is their discounts are greater than some of the  
36 other plans we looked at. What the insurance company pays will be less. Their  
37 negotiated rates were better.  
38  
39 Deputy Mayor Duryea said if he went to the hospital today, he would pay \$1,500 plus  
40 10% of what the bill is.  
41  
42 Ms. Sova answered negatively. She said the \$1,500 would be the top. She explained  
43 first you meet your deductible of \$750 and then you start paying the 10% co-pay until  
44 you get to a total of \$1,500 and then you are done.  
45

1 Mayor Meador said from personal experience, one of the hospital administrators told him  
2 when he had his surgery that he was fortunate to be with Florida Blue.

3  
4 **Motion was made by Commissioner Miller to authorize the City Manager to**  
5 **execute a contract with Florida Blue for healthcare and Cigna for dental, life, long-**  
6 **term disability, voluntary supplemental plans, and supplemental life and short-**  
7 **term disability. Seconded by Commissioner Lucarelli and motion carried by roll-**  
8 **call vote: Commissioner Brender, Yes; Deputy Mayor Duryea, Yes;**  
9 **Commissioner Miller, Yes; Commissioner Lucarelli, Yes; Mayor Meador, Yes.**

10  
11 b. Surplus Fire Department bunker gear

12  
13 Ms. Sova said this is a request to surplus fire department bunker gear. We have again  
14 been approached by a local firefighter, Eduardo Idrogo, about donating our used fire  
15 bunker gear to less fortunate firefighters in Peru. These people have very little in the  
16 way of basic protective equipment and our used gear is a great enhancement to what  
17 they have and their personal safety. After performing an audit of our gear we have  
18 come up with nine sets of pants and coats that need to come out of service. It has  
19 already been replaced by newer equipment. She requested the Commission declare  
20 the referenced bunker gear surplus and authorize the donation to the less fortunate  
21 firefighters in Peru.

22  
23 **Motion was made by Deputy Mayor Duryea to declare the bunker gear outlined in**  
24 **the staff report surplus and authorize they be donated to firefighters in Peru,**  
25 **seconded by Commissioner Brender and motion carried unanimously.**

26  
27 Deputy Mayor Duryea asked if they would have Lake Mary Fire Department on them.

28  
29 Ms. Sova answered negatively. We clean them up and we make them sign a hold  
30 harmless waiver.

31  
32 Ms. Sova said all non-emergency offices will be closed on Monday, May 25<sup>th</sup>, in  
33 observance of Memorial Day. Waste Pro will be collecting solid waste and recycling on  
34 Monday as scheduled.

35  
36 Ms. Sova said we are looking for a resident to serve as an alternate member on the  
37 Planning & Zoning Board. If you know someone who is interested have them fill out a  
38 board appointment information form available on our website.

39  
40 Ms. Sova said according to the Census Population Report released today, our new  
41 population grew to 15,801 in 2014. That is an increase of 975 residents from the 2013  
42 estimate and we grew the fastest amongst the seven Seminole County cities at 6.6%.

43  
44 12. Mayor and Commissioners' Reports (1)

1 Mayor Mealor said he serves on the Board of Leadership Seminole and thanked the  
2 Commission for their engagement of sending representatives of the City to that ten-  
3 month program. He said Mr. Noto graduated this past Friday and it was a very  
4 impressive ceremony. Beyond the networking and information gathered, since its  
5 inception that group has donated nearly one million dollars back to the community in  
6 terms of service agencies. That was very impressive. He said Dr. Ann McGee,  
7 President of Seminole State, was selected as the Legacy Award winner.

8  
9 Mayor Mealor said Seminole State College has a number of recognitions. Their  
10 women's golf team won the National Championship by defeating the No. 1 team in the  
11 nation. The softball team finished their season with the highest winning percentage in  
12 the State of Florida. Their coach, Courtney Miller, is a Lake Mary resident and has the  
13 highest winning percentage of active coaches in the State of Florida and their Player of  
14 the Year for the State of Florida played on Seminole State's team. We wish them  
15 continued success.

16  
17 Mayor Mealor said of the 1,200 community colleges in the nation, there are only two  
18 institutions with four Jack Kent Cooke scholars this year. Jack Kent Cooke scholars  
19 receive \$30,000 per year toward their junior and senior years, and \$50,000 per year for  
20 as long as they are enrolled in professional and/or graduate schools. When you think  
21 about that incredible academic and athletic recognition, this speaks well of our state  
22 college.

23  
24 Commissioner Brender said he attended the Leadership Seminole luncheon and it is  
25 always nice to observe. It is terrific program to getting to know everything that goes on  
26 in the County as well as the cities. He said Ann McGee was the winner of the  
27 achievement award and she never takes it personally—it is always about the college.

28  
29 Commissioner Brender said he got ethically trained with Mr. Miller and the Mayor. We  
30 attended one of the earlier four-hour ethics training for city commissioners. About  
31 halfway through they announced that as of today you could do the course on line. We  
32 found out that this has nothing to do with 2014 and any forms you fill out this year (such  
33 as financial disclosure) is applicable only to 2014. We didn't have to do anything in  
34 2014. The next time this will have anything to do with this is when we sign the forms for  
35 2016. We are now handled for about a year and a half.

36  
37 Deputy Mayor Duryea had no report at this time.

38  
39 Commissioner Miller said on the golf team victory for Seminole State College, the team  
40 they defeated was No. 1 in the nation and was Daytona State. The game was played in  
41 Arizona.

42  
43 Commissioner Miller said he attended the Central Florida Water Initiative seminar at  
44 Champions Gate. It was facilitated by an organization called Trisect. It is the five  
45 counties of Central Florida—Polk, Lake, Osceola, Seminole and Orange Counties—and  
46 the three water management districts that support those counties are integrated to try

1 and come up with what are the millions of gallons per day do we need to get up to three  
2 million population to four million population and then five million. They have identified  
3 what programs are necessary to get the number we needed to increase was 250 or 350  
4 million gallons per day. Most of that was through conservation but there are several  
5 programs. If anyone wants to have any detailed information he would be happy to email  
6 or fax it. They only talked about water quantity and not water quality, and that is a  
7 subject for down the road.

8  
9 Commissioner Miller said at some point in time he would like the Commission to discuss  
10 a new policy and that policy would be the City of Lake Mary having a goal for all of our  
11 citizens to be on sewer. It is proven that if people who have septic tanks manage them  
12 according to the way they should manage them then they are probably close to the  
13 equivalent but the truth is many people who have septic tanks don't know they have one  
14 until it backs up and overflows. The management of septic tanks is a serious concern  
15 for the quality of our water. He has mentioned this to Mr. Paster who has more data  
16 than you can shake a stick about what needs to be done and where it is. All the data is  
17 there and the big issue gets to be a question of resistance of residents to doing it, the  
18 cost for them, the cost for us, and whether or not commissioners here agree that it is a  
19 policy that we should have for the future.

20  
21 Commissioner Lucarelli wished everyone a safe and happy Memorial Day weekend.

22  
23 13. City Attorney's Report

24  
25 Ms. Reischmann said Commissioner Brender said the ethics trainer said you didn't have  
26 to do the training next year.

27  
28 Commissioner Brender said you just don't have to check the box and the state is not  
29 auditing the results this year.

30  
31 Ms. Reischmann said she wanted to be sure no one got confused and thought you were  
32 good for 2016.

33  
34 14. Adjournment

35  
36 There being no further business, the meeting adjourned at 7:38 P.M.

37  
38  
39 \_\_\_\_\_  
40 David J. Mealor, Mayor

\_\_\_\_\_

Mary Campbell, Deputy City Clerk

41  
42 ATTEST:

43  
44  
45 \_\_\_\_\_  
46 Carol A. Foster, City Clerk



Lake Mary, Florida  
Office of the Mayor  
Proclamation

- Whereas,* Code Enforcement Officers provide for the safety, health and welfare of the citizens in the community through the enforcement of building, zoning, animal control, environmental and other codes and ordinances; and
- Whereas,* Code Enforcement Officers are often not credited for the jobs that they do in saving lives and improving neighborhoods; and
- Whereas,* every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and
- Whereas,* too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and
- Whereas,* Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and
- Whereas,* the Florida Association of Code Enforcement (FACE) has declared the first week of June be set aside by local governments to honor and recognize Code Enforcement Officers.

***NOW, THEREFORE, I, DAVID J. MEALOR,*** by virtue of the authority vested in me as Mayor of the City of Lake Mary, Florida, do hereby proclaim the week of **June 1, 2015, through June 5, 2015,** as:

**"CODE ENFORCEMENT OFFICER APPRECIATION WEEK"**

in the City of Lake Mary, Florida, and encourage citizens to join this Commission in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as Code Enforcement Officers.

Duly proclaimed this 4th day of June, A.D., 2015.

CITY OF LAKE MARY, FLORIDA

By: \_\_\_\_\_  
DAVID J. MEALOR, MAYOR





## MEMORANDUM

DATE: June 4, 2015

TO: Mayor and City Commission

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

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 964 - Granting Duke Energy an Easement for the placement of lights in the new parking lot for the Community Center (Bruce Paster, Public Works Director)

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**DISCUSSION:** In order to accommodate two new light poles to be constructed in the new Community Center parking lot Duke Energy is requiring an Easement. The easement will be 10 foot wide lying 5 feet on each side of the proposed electric cable feeding the new light poles. Attached is Resolution No. 964 allowing the Mayor to grant the attached Easement to Duke Energy.

**RECOMMENDATION:** Request Commission adopt Resolution No. 964 and authorize Mayor to execute the Duke Energy Easement for the installation of two new light poles at the new Community Center parking lot.

**RESOLUTION NO. 964**

**A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, GRANTING AN EASEMENT TO DUKE ENERGY FLORIDA, INC. FOR THE PURPOSE OF INSTALLING ELECTRIC SERVICE TO THE COMMUNITY CENTER PARKING FACILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake Mary, Florida, desires to promote downtown redevelopment; and

**WHEREAS**, the City of Lake Mary, Florida, has determined that in order to promote downtown redevelopment, unique policies and development tools are required; and

**WHEREAS**, Duke Energy Florida, Inc. requires an easement to install and service its facilities upon City property; and

**WHEREAS**, the City Commission of the City of Lake Mary, Florida, has determined that the Easement is in the best interest of the City and the public.

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

1. Allow the Mayor to execute the document entitled, "Easement", prepared by Duke Energy Florida, Inc. (Work Request #: 957128) included as Attachment "A".
2. EFFECTIVE DATE: This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 4<sup>th</sup> day of June 2015.

CITY OF LAKE MARY, FLORIDA

\_\_\_\_\_  
MAYOR, DAVID J. MEALOR

ATTEST:

\_\_\_\_\_  
CITY CLERK, CAROL A. FOSTER

**Seminole County, Florida**  
**Work Request #: 957128**  
**Address: 140 E. Wilbur Avenue**  
**Lake Mary, FL 32746**  
**STR: 09-20S-30E**

### **EASEMENT**

THIS EASEMENT ("**Easement**") is made this \_\_\_ day of \_\_\_\_\_, 2015 ("**Effective Date**"), from **CITY OF LAKE MARY** ("**GRANTOR**," whether one or more) to **DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY**, a Florida corporation, Post Office Box 14042, St. Petersburg, Florida 3373, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns ("**GRANTEE**");

### **WITNESSETH:**

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate and maintain in perpetuity, such Facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within the following described lands in Seminole County, Florida, and referred to hereinafter as the Easement Area to wit:

**Easement Areas defined as the West 10.00 feet and the South 10.00 of the North 80.00 feet of the following described property to accommodate present and future development:**

**Lots 15, 16, 17, & 18, Block 22, Plat of CRYSTAL LAKE WINTER HOMES, according to the Plat thereof, as recorded in Plat Book 2, Pages 114 through 116, inclusive, of the Public Records of Seminole County, Florida; together with the West 8.00 feet of 2<sup>nd</sup> Street lying East of Lot 18 vacated by Resolution recorded in Official Records Book 1539, Page 1470, Public Records of Seminole County, Florida.**

**Tax Parcel Number: 09-20-30-300-0320-0000**

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR**'s adjoining property for the purpose of exercising the rights herein granted; (d) to

trim, cut or remove from the Easement Area, at any time, trees, limbs, undergrowth, structures or other obstructions; (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of **GRANTEE**, might interfere with or fall upon the Facilities; (f) to allow third parties to attach equipment to the Facilities including but not limited to wires, cables and other apparatus; (g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement for the purposes described herein.

**GRANTOR** shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. **GRANTEE** shall have the right to remove any such obstruction(s) at **GRANTOR's** expense. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

**GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

This document prepared by Kristy Parker, Esquire

Return to: Duke Energy

3300 Exchange Place, NP4A

Lake Mary, FL 32746

IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed by its proper officers thereunto duly authorized and attested this \_\_\_\_\_ day of \_\_\_\_\_, 2015, and is effective as of the Effective Date herein.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Print or Type Name

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Signature of First Witness

\_\_\_\_\_  
Print or Type Name of First Witness

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Print or Type Name of Second Witness

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

The foregoing Easement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ and \_\_\_\_\_, its Mayor and its City Clerk, respectively of **CITY OF LAKE MARY**, who are personally known to me or who have produced \_\_\_\_\_ as identification.

GRANTOR:

**CITY OF LAKE MARY**  
\_\_\_\_\_  
Name of Municipality

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Print or Type Name

Grantor(s) mailing address:

\_\_\_\_\_  
100 N. Country Club Road  
\_\_\_\_\_  
Lake Mary, FL 32746

NOTARY SEAL

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
My Commission Expires:

This document prepared by Kristy Parker, Esquire  
Return to: Duke Energy  
3300 Exchange Place, NP4A  
Lake Mary, FL 32746

**Seminole County, Florida**  
**Work Request #: 957128**  
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IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed by its proper officers thereunto duly authorized and attested this 4 day of JUNE, 2015, and is effective as of the Effective Date herein.

**GRANTOR:**

CITY OF LAKE MARY  
Name of Municipality

**ATTEST:**

\_\_\_\_\_  
City Clerk  
CAROL A. FOSTER  
Print or Type Name

\_\_\_\_\_  
Mayor  
DAVID J. MEALOR  
Print or Type Name

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**Grantor(s) mailing address:**

\_\_\_\_\_  
Signature of First Witness  
SUSAN B. THORNE  
Print or Type Name of First Witness

100 N. Country Club Road  
Lake Mary, FL 32746

\_\_\_\_\_  
Signature of Second Witness  
MARY A. CAMPBELL  
Print or Type Name of Second Witness

State of FLORIDA )  
County of SEMINOLE ) ss

The foregoing Easement was acknowledged before me this 4TH day of JUNE, 2015, by DAVID J. MEALOR and CAROL A. FOSTER, its Mayor and its City Clerk, respectively of CITY OF LAKE MARY, who are personally known to me or who have produced \_\_\_\_\_ as identification.

**NOTARY SEAL**

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
My Commission Expires:



## MEMORANDUM

DATE: June 4, 2015

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP  
Deputy City Planner

THRU: John Omana, Community Development Director

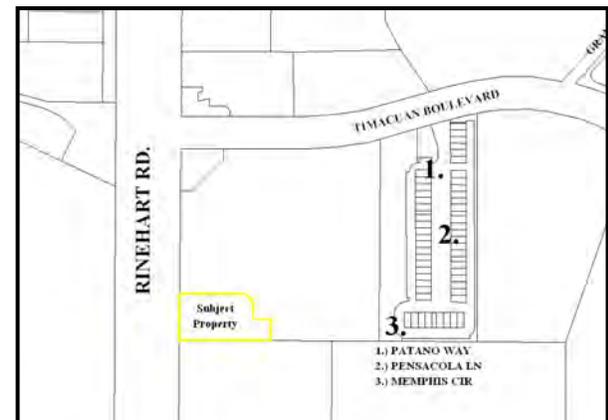
VIA: Jackie Sova, City Manager

SUBJECT: Conditional Use Approval to allow a childcare center/private school (Florida Autism Center) in the PUD Zoning District, 791 Rinehart Road, Florida Autism Center/Todd Bullock, applicant (Public Hearing) (quasi-judicial) (Steve Noto, Deputy City Planner)

**APPLICANT:** Florida Autism Center

**REFERENCE:** City Code of Ordinances and Comprehensive Plan

**REQUESTS:** The applicant is requesting conditional use approval for the operation of a childcare center/private school to be located at 791 Rinehart Rd., which is zoned Planned Unit Development (PUD). The subject property is located within Tract 4 of the Timacuan PUD, which allows for Neighborhood Commercial uses. Staff has interpreted Neighborhood Commercial uses as those outlined in the C-1 zoning district in the Land Development Code. The C-1 zoning category also allow those uses outlined in the PO, Professional Office, zoning district. As such, per Chapter 154.68, Elementary, Middle, and High Schools are a conditional use within the PO zoning district. Section 154.68 also outlines additional location criteria that will be reviewed after the Conditional Use findings below. Staff would also like to note that part of the use of the proposed business is to provide early intervention services to young children who have been diagnosed with autism.



**DISCUSSION:**

**Background:** On February 1, 2001, the City Commission approved the site plan for the Cornerstone at Lake Mary project, at the southeast corner of Timacuan Blvd. and Rinehart Rd. The subject property was noted on that plan as “Retail ‘A’”. In 2005, a site plan was approved on the subject property for the Federal Trust Bank, which operated at the site for a number of years. However, for approximately the last four to five years, the building has been vacant.

**Description:** The applicant is proposing to operate a childcare center/private school within the existing +/- 3,300 sq. ft. building on the subject property. The proposed use would provide multiple services to children ranging from therapy, applied behavior analysis, and a low-ratio school. The planned enrollment is a maximum of 17 students, with a maximum of 21 staff. The proposed hours of operation are 8:00am to 6:00pm, with staggered arrival/departure times. The applicant is planning to modify the drive-thru area of the bank in order to have a 30’ x 30’ outdoor play space for the children.

**Zoning**

<b>NW</b> M1A	<b>N</b> PUD	<b>NE</b> PUD
<b>W</b> M1A	<b>SITE</b> PUD	<b>E</b> PUD
<b>SW</b> M1A	<b>S</b> PO	<b>SE</b> PUD

**Future Land Use**

<b>NW</b> IND	<b>N</b> COM	<b>NE</b> COM
<b>W</b> IND	<b>SITE</b> COM	<b>E</b> COM
<b>SW</b> IND	<b>S</b> COM	<b>SE</b> COM

**FINDINGS OF FACT:** § 154.72 of the Code states that before any conditional use permit shall be approved, the Planning and Zoning Board shall make a written finding that the granting of the permit will not adversely affect the public interest, and that satisfactory provisions have been made concerning the following matters, where applicable:

<b>PROVISION No. 1:</b>	
Compliance with all applicable elements of the comprehensive plan.	
<b>FINDINGS OF FACT No. 1:</b>	
Provision met?	The operation of a childcare center/private school at this location complies with all applicable elements of the City’s Comprehensive Plan, specifically FLU Policy 1.4, Table GOP-1, Objective 7.
1. YES	

**PROVISION No. 2:**

Acceptable ingress and egress, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

**FINDINGS OF FACT No. 2:**

Provision met?	The proposed childcare center/private school will be operating in an already constructed facility that was approved by the Planning & Zoning Board and City Commission through the site plan process. Vehicular access to the site is available from Rinehart Rd. and Timacuan Blvd. There is also a right-turn lane on Rinehart Rd. adjacent to the site. The site currently has 21 parking spaces, two of which are handicapped. The applicant is looking at the potential for adding 6 more spaces at the east end of the site. There is adequate parking for the proposed use, even without the additional spaces.
1. YES	The intent is for clients of the business to utilize the existing flow in front of, and around, the existing building to drop-off and pick-up children. Appropriate locking mechanisms and other doorway safety measures will be in place to ensure children do not exit the building and run into the parking lot or in to traffic.

**PROVISION No. 3:**

Acceptable economic, noise, glare, or odor effects of the conditional use on adjoining properties and properties generally in the district.

**FINDINGS OF FACT No. 3:**

Provision met?	The use of the space as a childcare center/private school will not present any economic, noise, glare or odor effects to adjoining properties or other properties. The nearest on-site structure is 90' to the north, and is a retail building. The nearest off-site structure is approximately 90' to the south and is buffered with landscaping. A majority of the day the children will be indoors.
1. YES	

**PROVISION No. 4:**

Acceptable location, availability, and compatibility of utilities.

**FINDINGS OF FACT No. 4:**

Provision met?	The existing utilities are in an acceptable location and are readily available and compatible for the proposed childcare center/private school use. The final item that requires additional coordination is a dumpster/dumpster enclosure. The prior bank use was not required to have an on-site dumpster or dumpster enclosure. As this is a change of use, the applicant will be required to coordinate with Waste Pro and the Finance Department to determine the appropriate means to have trash removal completed on site. This will need to be complete prior to the opening of the facility.
1. YES	

**PROVISION No. 5:**

Acceptable screening and buffering.

**FINDINGS OF FACT No. 5:**

Provision met?	The site currently has acceptable screening and buffering. The Cornerstone at Lake Mary site was developed over ten years with acceptable screening and buffering. Additional buffering was added when the bank was developed.
1. YES	

**PROVISION No. 6:**

General compatibility with adjacent properties and other properties in the district.

**FINDINGS OF FACT No. 6:**

Provision met?	The childcare center/private school use is compatible with adjacent properties. Cornerstone at Lake Mary was developed under the Neighborhood Commercial definition as part of the Timacuan PUD. As a result, the center has developed with a mix of C-1 uses. The surrounding uses are of retail and professional office in nature, which are generally compatible with the proposed use. A childcare center/private school is an appropriate use for the area.
1. YES	

**FINDINGS OF FACT No. 7:**

Staff finds that the request to operate a childcare center/private school use to be located at 791 Rinehart Rd. within the Planned Unit Development (PUD) zoning district does not

adversely affect the public interest, is a reasonable request based on the aforementioned findings of fact and recommends approval with one condition:

1. Prior to the issuance of a CO, the applicant shall provide a letter from Waste Pro outlining the preferred method of trash pickup. In the event a dumpster/dumpster enclosure is required, the applicant shall coordinate permitting with the City.

**SIMILAR CONDITIONAL USE REQUESTS:**

**2015-CU-01:** On April 2, 2015, the City Commission approved a conditional use for the UCP Seminole Campus, a Pre-K to 3<sup>rd</sup> grade childcare center/charter school, to be located at 756 N. Sun Dr. within the PO, Professional Office, zoning district.

**2014-CU-01:** On August 7, 2014, the City Commission approved a conditional use for the Seminole Science Charter School to be located at 3580 N. US. HWY. 17/92, within the C-1, General Commercial, zoning district.

**ADDITIONAL LOCATIONAL CRITERIA:** § 154.68 of City Code states that in reviewing a proposed location for consistency with the Comprehensive Plan, the city shall consider the following additional locational criteria during the public hearing process:

<b>PROVISION No. 1:</b>	
The school site shall be of sufficient size to ensure that the building and ancillary facilities are located away from flood plains, flood prone areas, wetlands and other environmentally sensitive areas, including historic or archeological resources. School size and land area requirements for public schools should meet the minimum standards of the Seminole County School Board.	
<b>FINDINGS OF FACT No. 1:</b>	
Provision met?	The proposed childcare center/private school will be located within an existing facility and is not located by any flood plains, wetlands, etc.
1. YES	

<b>PROVISION No. 2:</b>	
Public schools shall be centrally located within their intended attendance zones to the maximum extent possible.	
<b>FINDINGS OF FACT No. 2:</b>	
Provision met?	This provision does not apply to the proposed use.
1. YES	

**PROVISION No. 3:**

Central water and sewer facilities shall be available to the site and stormwater provisions must meet extent possible.

**FINDINGS OF FACT No. 3:**

Provision met?	The proposed childcare center/private school is located in an existing facility with the appropriate infrastructure.
1. YES	

**PROVISION No. 4:**

Access to the site shall be from a collector or minor collector road and sufficient vehicle stacking lanes should be provided to avoid detrimental impacts on adjacent roads.

**FINDINGS OF FACT No. 4:**

Provision met?	Access is available from Rinehart Rd. and Timacuan Blvd. There is a right-turn lane on Rinehart Rd. adjacent to the site. In the event of stacking, flow around the building is an option.
1. YES	

**PROVISION No. 5:**

Schools shall be designed to minimize the impacts to adjacent land uses through control of site aspects such as traffic, landscaping, buffers and building layout. Schools shall also provide safe access for pedestrians, cars, and buses and shall be encouraged to provide for convenient access to mass-transit.

**FINDINGS OF FACT No. 5:**

Provision met?	Access is available from Rinehart Rd. and Timacuan Blvd. There is also a right-turn lane on Rinehart Rd. adjacent to the site. There is no LYNX service on Rinehart Rd.
1. YES	

**PROVISION No. 6:**

School sites shall be located away from land uses that generate noise, odors, dust, truck traffic and/or other hazards to the health and safety of the students.

**FINDINGS OF FACT No. 6:**

Provision met?	The surrounding land uses are commercial and office in nature that do not generate noise, odors, dust, truck traffic and/or other hazards to the health and safety of the students.
1. YES	

**PROVISION No. 7:**

New elementary, middle or high schools shall not be located in the city's High Tech Industrial Corridor which is targeted for major economic growth and development.

**FINDINGS OF FACT No. 7:**

Provision met?	The subject property is not within the City's High Tech Industrial Corridor.
1. YES	

**PROVISION No. 8:**

Elementary and middle schools should be located where land uses are predominately low-medium to high density residential and include housing types and densities sufficient to meet the school's enrollment capacity with students that are predominately within walking distance of the school.

**FINDINGS OF FACT No. 8:**

Provision met?	The subject property is part of the Timacuan PUD, which has a number of single-family detached, single-family attached, and rental units. Legends Lake Mary, Woodbridge Lakes, Manderley, Feather's Edge, and Fountain Parke are all located within the Rinehart Corridor.
1. YES	

**PROVISION No. 9:**

High schools shall be located away from residential areas unless there is sufficient buffering to protect the adjacent land uses from the intensity and activity of the school. The campus should provide adequate onsite parking.

**FINDINGS OF FACT No. 9:**

Provision met?	The proposed childcare center/private school will not have high school grades.
1. YES	

**PROVISION No. 10:**

If the city determines that the site is consistent with the Comprehensive Plan as outlined above, the only remaining requirements to commence construction is city determination that the site plan complies with state and local laws, building permit and site permit issuance, as applicable.

**FINDINGS OF FACT No. 10:**

Provision met?	The site is consistent with the Comprehensive Plan as outlined above. City staff will coordinate with the applicant to ensure that the site complies with state and local laws, building permit and site permit issuance, as applicable.
1. YES	

## **FINDINGS OF FACT No. 11:**

Staff finds that the applicant has met the intent of the 10 locational provisions of Chapter 154.98.

**PLANNING AND ZONING BOARD:** At their regular May 12, 2015 meeting, the Planning and Zoning Board voted unanimously, 5-0, to recommend approval of proposed Conditional Use, per the stated findings of fact.

## **ADDITIONAL INFORMATION:**

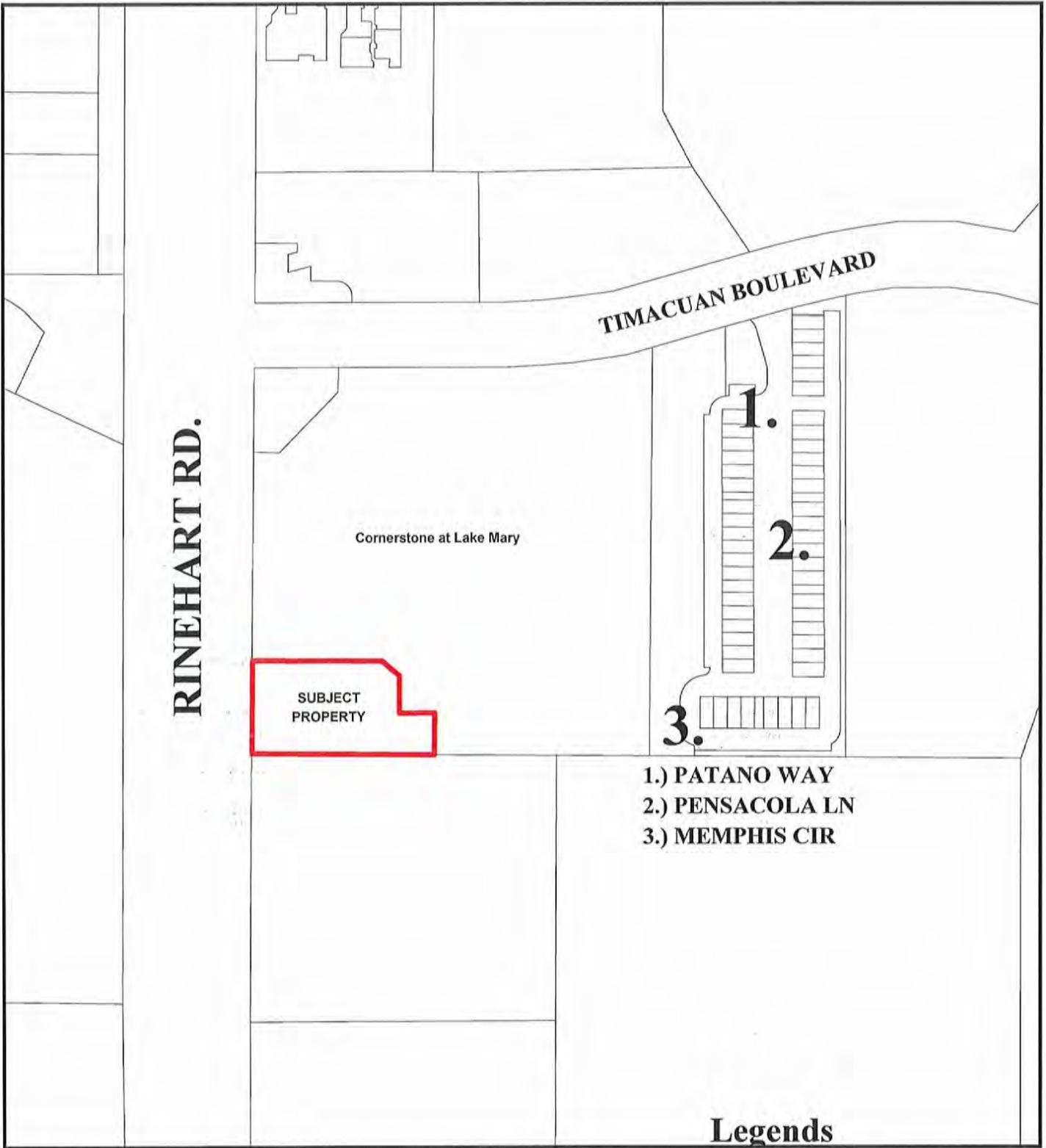
§ 154.72(B) In approving any conditional use, the Planning and Zoning Board may also require appropriate conditions and safeguards as part of the terms under which the conditional use permit is granted. Violations of those conditions and safeguards shall be deemed a violation of this section.

§ 154.73(A) Any conditional use approved as required by this subchapter shall expire one year after the conditional use permit was granted unless a building permit based upon and incorporating the conditional use is obtained within the aforesaid 12-month period.

§ 154.73(B) An extension of one additional year may be granted upon request of the applicant where conditions have not changed during the first year. The request for the conditional use approval extension must be filed with the city at least 30 days prior to the expiration of the aforesaid 12-month period.

## **ATTACHMENTS**

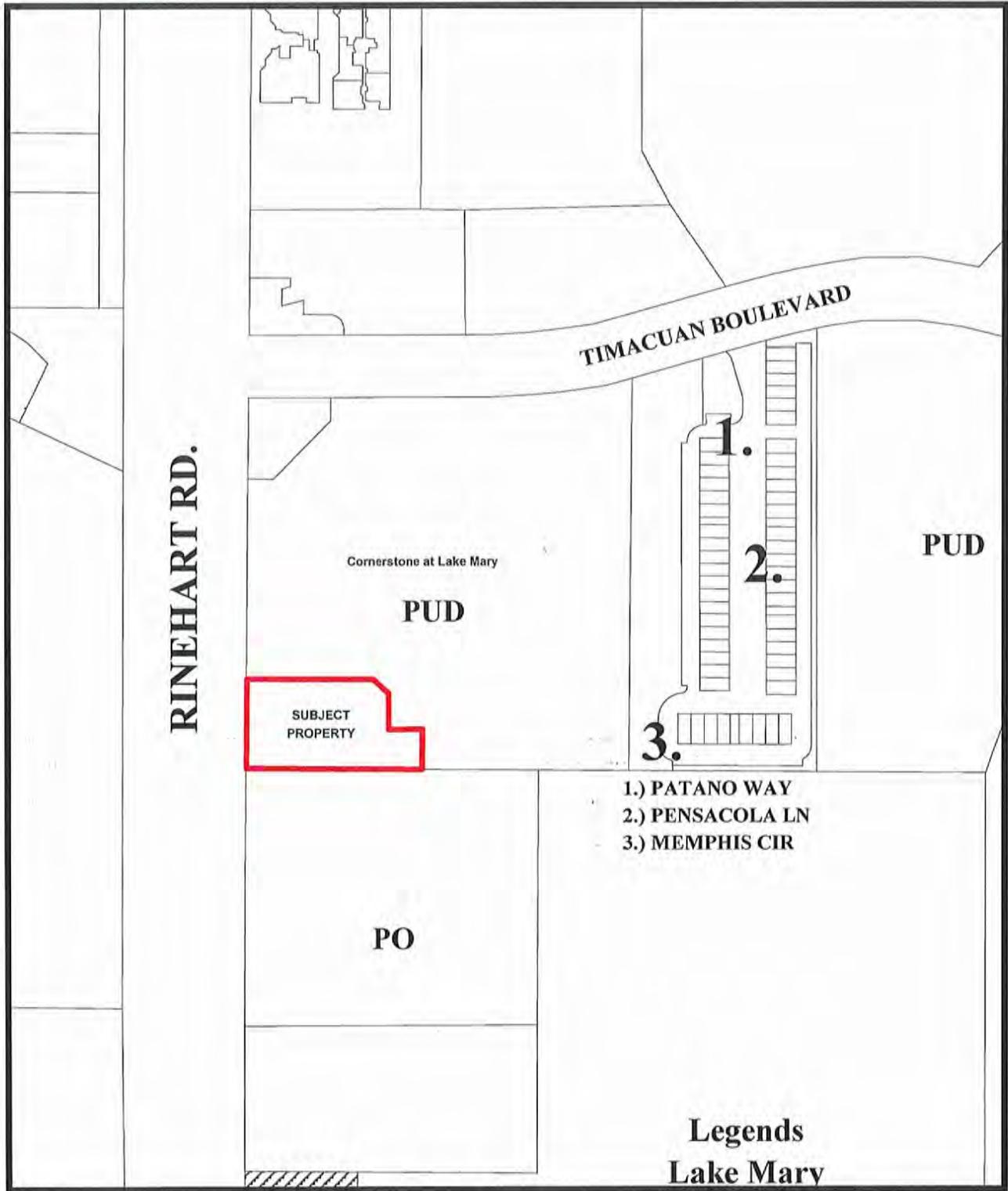
- Location map
- Zoning Map
- Future Land Use Map
- Aerial of Property
- 8.5 x 11 of previously approved Federal Trust Bank site plan
- Description of Services Letter and Site Improvement Concepts
- May 12, 2015 Planning & Zoning Board Synopsis



# LOCATION MAP

## 791 Rinehart Road



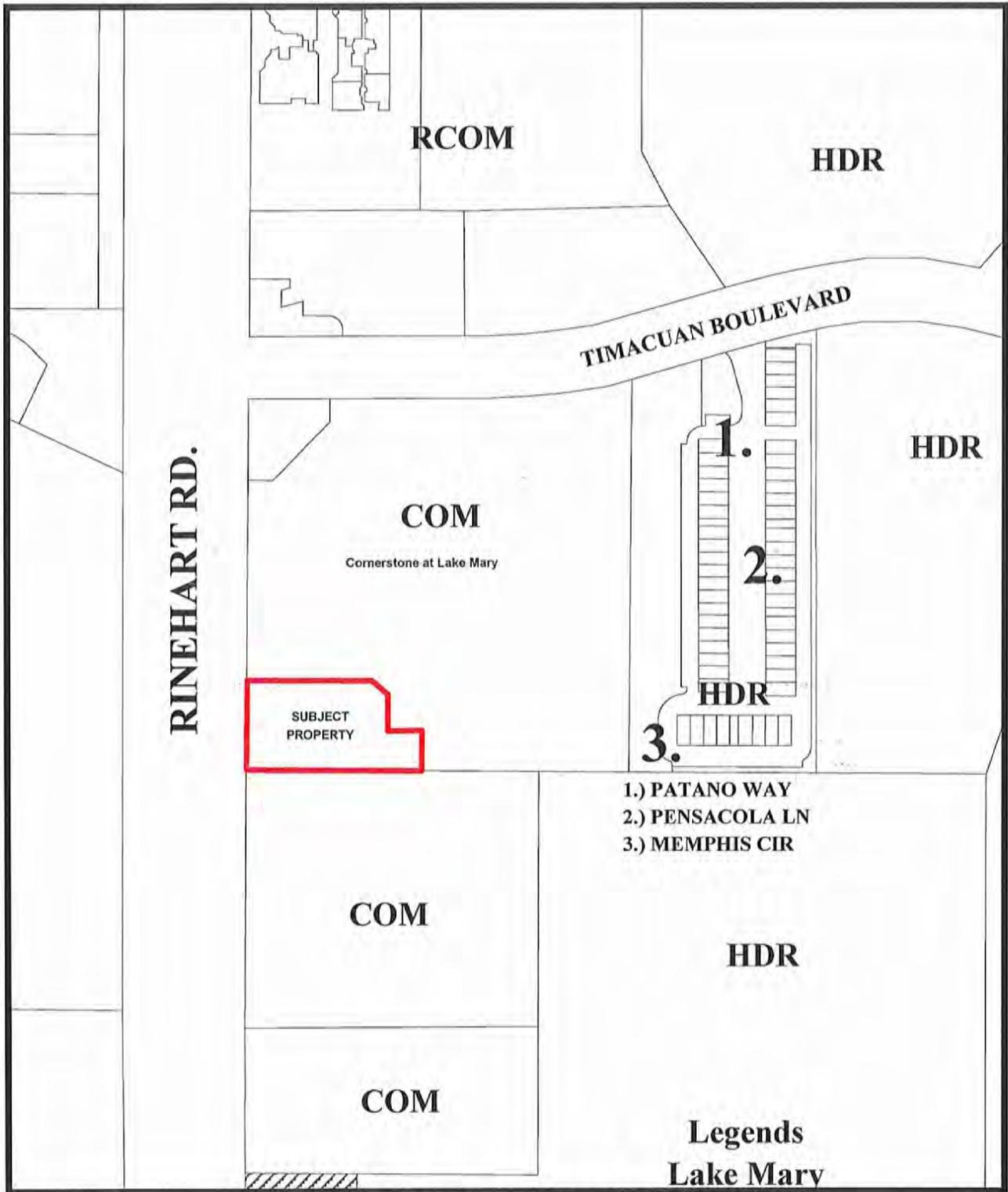


## Zoning Map



<b>A-1</b> Agriculture	<b>R-1AAA</b> Single Family	<b>PUD</b> Planned Unit Development	<b>M-1A</b> Light Industrial
<b>RCE</b> Rural Country Estate	<b>R-M</b> Residential	<b>PO</b> Professional Office	<b>M-2A</b> Industrial
<b>R-1A</b> Single Family	<b>R-2</b> One & Two Family	<b>C-1</b> General Commercial	<b>DC</b> Downtown Center
<b>R-1AA</b> Single Family	<b>R-3</b> Multiple Family	<b>C-2</b> Commercial	<b>GU</b> Government Use

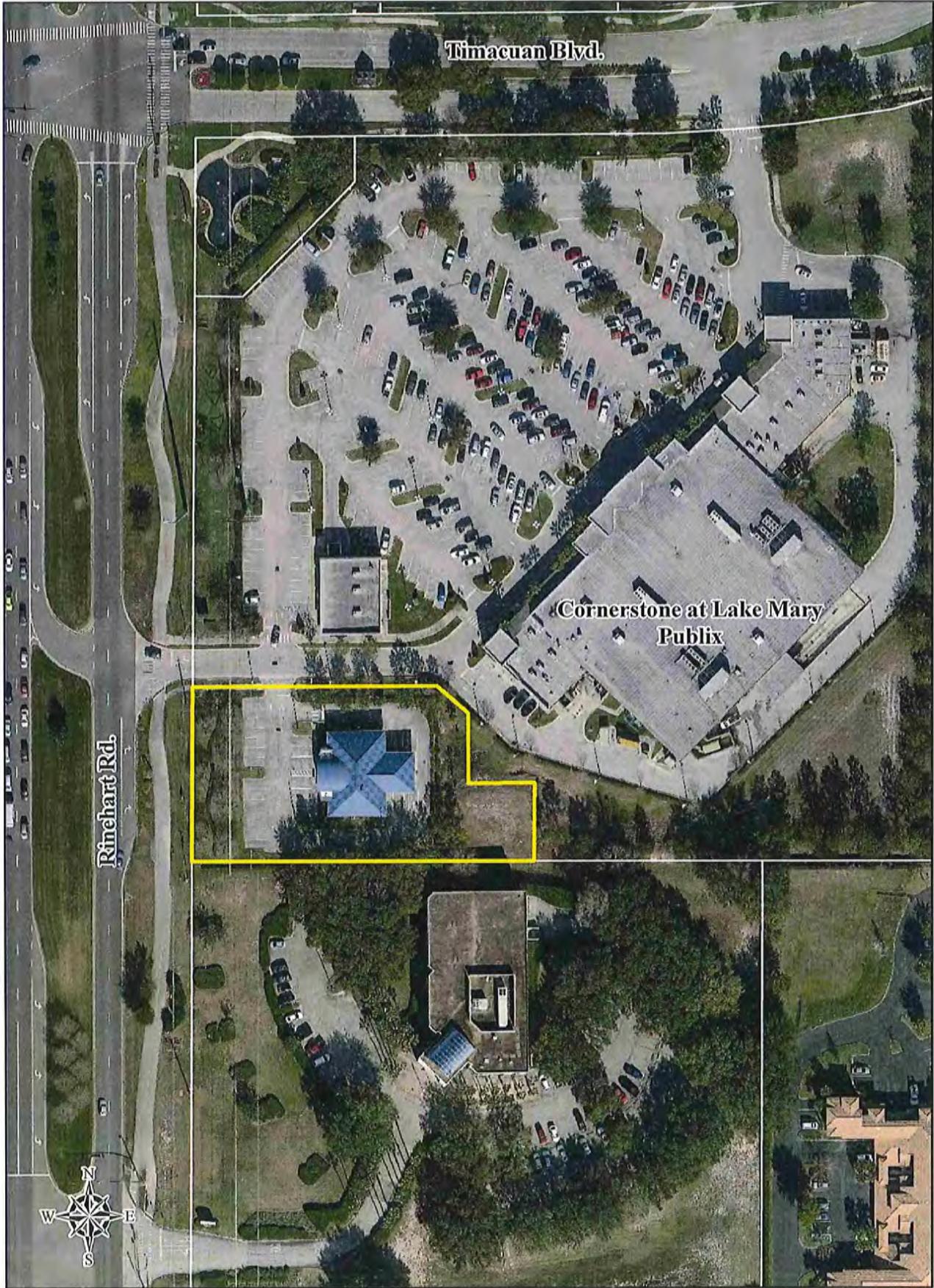




## Future Land Use Map

<b>RR</b> Rural Residential	<b>OFF</b> Office	<b>PUB</b> Public / Semi-Public Lands
<b>LDR</b> Low Density Residential (Max 2.5 DU / Acre)	<b>RCOM</b> Restricted Commercial	<b>DDD</b> Downtown Development District
<b>LMDR</b> Low / Medium Density Residential (Max 4 DU / Acre)	<b>COM</b> Commercial	<b>REC</b> Recreation
<b>MDR</b> Medium Density Residential (Max 6 DU / Acre)	<b>IND</b> Industrial	<b>SC PD</b> Seminole County PD
<b>HDR</b> High Density Residential (Max 9 DU / Acre)	<b>HIPTI</b> High Intensity Planned Development	





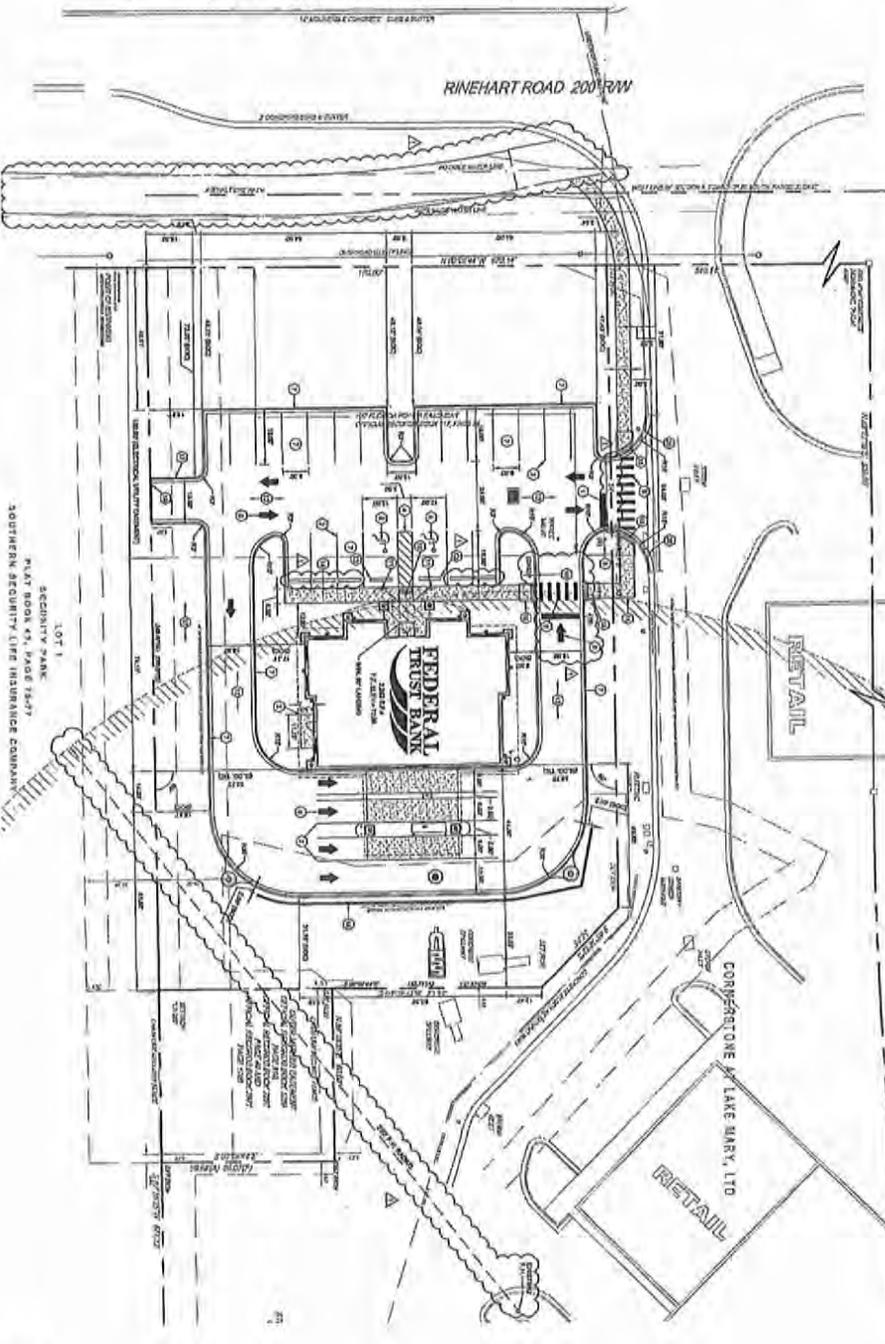
**GENERAL SITE NOTES**

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAKE MARY, FLORIDA.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.
5. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND LANDSCAPE FEATURES.
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9. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND LANDSCAPE FEATURES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

Item No.	Description	Quantity	Unit
1	Excavation	100	CY
2	Concrete	50	CY
3	Rebar	100	LB
4	Gravel	200	CY
5	Asphalt	100	CY
6	Paint	100	GA
7	Landscaping	100	SQ YD
8	Signage	100	SQ FT
9	Lighting	100	HP
10	Drainage	100	LF

**GENERAL NOTES:**

1. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.
2. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND LANDSCAPE FEATURES.
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**KEYNOTES**

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2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LAKE MARY, FLORIDA.
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**SITE DATA**

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**LEGEND**

- 1. EXISTING UTILITIES
- 2. PROPOSED UTILITIES
- 3. EXISTING CONCRETE
- 4. PROPOSED CONCRETE
- 5. EXISTING ASPHALT
- 6. PROPOSED ASPHALT
- 7. EXISTING GRAVEL
- 8. PROPOSED GRAVEL
- 9. EXISTING SIGNAGE
- 10. PROPOSED SIGNAGE

**LEGEND**

- 1. EXISTING UTILITIES
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- 5. EXISTING ASPHALT
- 6. PROPOSED ASPHALT
- 7. EXISTING GRAVEL
- 8. PROPOSED GRAVEL
- 9. EXISTING SIGNAGE
- 10. PROPOSED SIGNAGE

**SITE DIMENSION PLAN**  
**FEDERAL TRUST BANK**  
**FLORIDA CONCEPTS, INC.**  
**CITY OF LAKE MARY, FLORIDA**

Activity	Name	Date	Revision
Designed by:	J.T.P.	12/04	
Drawn by:	H.M.J.	12/04	
Checked by:	J.E.M.	12/04	
Approved by:	J.E.M.	12/04	

Scale: 1" = 20'  
 Date: DEC., 2004  
 Job No. F8901  
 File: SDP  
 Approved: [Signature] 12/2004

**cph** Engineers  
 Planners  
 Landscaps Architects  
 Surveyors  
 Construction Management  
 140 West Palm Beach Street, Suite 100, Lake Mary, FL 32746  
 Phone: 407.833.8200 Fax: 407.833.8201



**www.FLAutism.com**

## **DESCRIPTION OF SERVICES**

### **Therapy Center**

FAC's primary program involves providing Early Intervention (EI) services to young children with a diagnosis of autism. These children are typically between 18mo and 4 years of age and are not yet attending school. We provide high hour applied behavior analytic therapy in a 1:1 ratio with a Board Certified Behavior Analyst overseeing the program. The direction of the program is guided by parent goals, developmental milestones and behavior analytic assessments such as the Verbal Behavior Milestones Assessment and Placement Program (VBMAPP) or the assessment of basic language and learning skills (ABLLS). We will work in collaboration with other service providers such as Speech therapists, Occupational therapists, Physical therapists and any other caregivers to develop individualized instruction based on the principles and techniques of Applied Behavior Analysis. In addition to EI services, we also provide similar after school therapy to children with developmental disabilities up to age 13.

### **Applied Behavior Analysis**

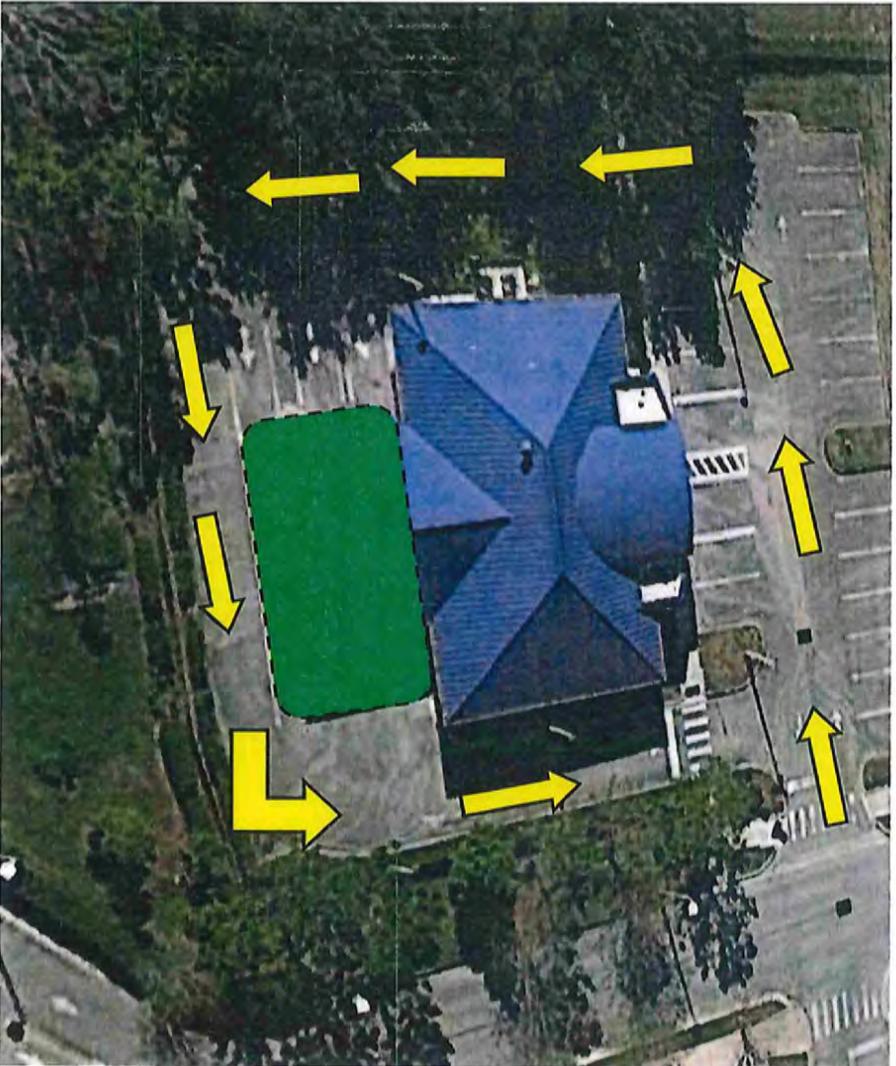
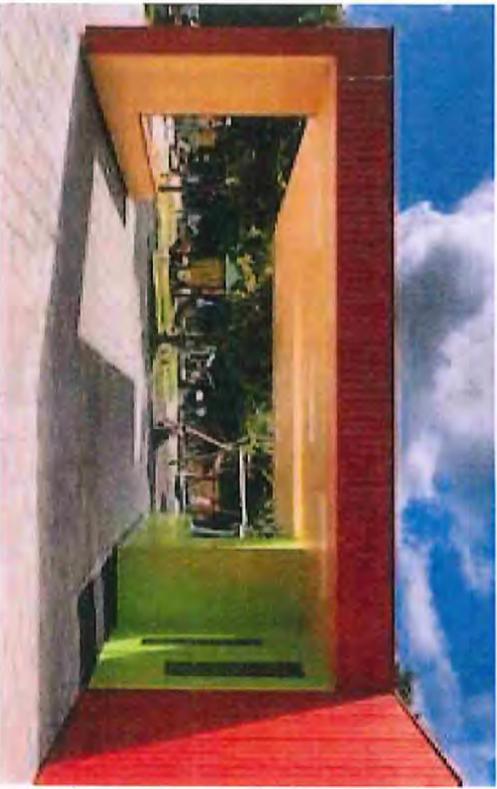
Behavior analysis is a scientifically validated approach to understanding behavior and how it is affected by the environment. In this context, "behavior" refers to actions and skills. "Environment" includes any influence – physical or social – that might change or be changed by one's behavior. On a practical level, the principles and methods of behavior analysis have helped many different kinds of learners acquire many different skills – from healthier lifestyles to the mastery of a new language. Since the 1960s, therapists have been applying behavior analysis to help children with autism and related developmental disorders.

Today, ABA is widely recognized as a safe and effective treatment for autism. It has been endorsed by a number of state and federal agencies, including the U.S. Surgeon General and the New York State Department of Health. Over the last decade, the nation has seen a particularly dramatic increase in the use of ABA to help persons with autism live happy and productive lives. In particular, ABA principles and techniques can foster basic skills such as looking, listening and imitating, as well as complex skills such as reading, conversing and understanding another person's perspective. ~ [www.autismspeaks.org](http://www.autismspeaks.org)

### **School at FAC**

In order to serve our families that need high hour therapy services but cannot transport between facilities, we offer low ratio private school focusing on academic skills. Our classrooms are a 1:1 and 3:1 up to a 6:1 ratio of no more than 12 students. Our current school placements now are two 1:1 students from 9:00am-12:00pm. Therapy begins immediately following school. The goal of our school program is to get students ready to transfer to a degree providing program or public school.

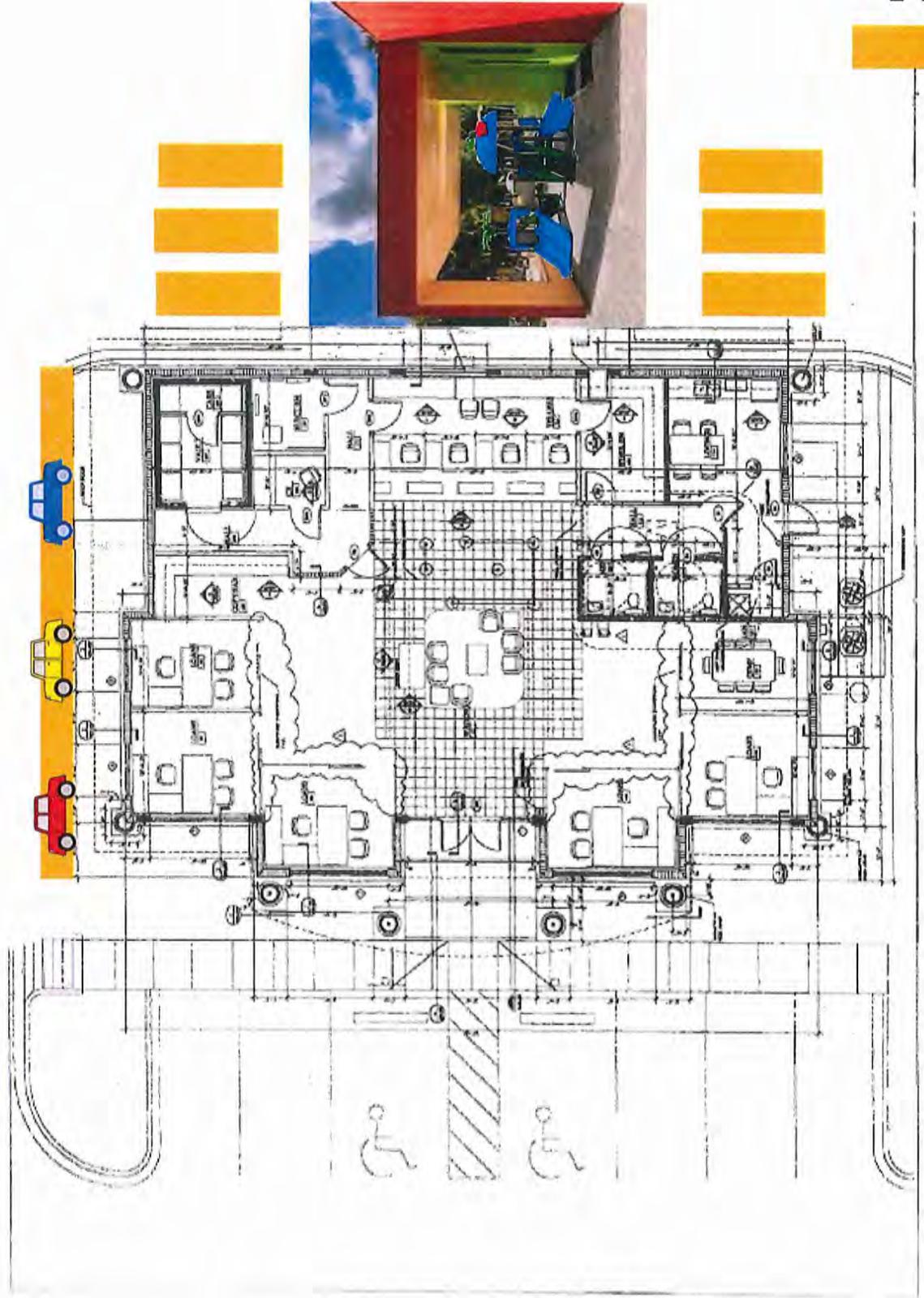
**Florida Autism Center | Start here. Go anywhere.**



Security Fencing

Playground

Traffic Flow



Proposed Additional  
Parking Spaces (9)



DRAFT

IX. New Business

- A. 2015-CU-02: Recommendation to the City Commission regarding a conditional use to allow a childcare center/private school (Florida Autism Center) in the PUD Zoning District, 791 Rinehart Road, Lake Mary, Florida; Applicant: Florida Autism Center/Todd Bullock (Public Hearing)

**MOTION:**

**Member Schofield moved to recommend approval to the City Commission the request by Florida Autism Center/Todd Bullock regarding a conditional use to allow a childcare center/private school (Florida Autism Center) in the PUD Zoning District, 791 Rinehart Road, Lake Mary, Florida, consistent with staff's 11 Findings of Fact listed in the Staff Report and subject to the following one condition. Member Fitzgerald seconded the motion, which carried unanimously 5-0.**

**CONDITION:**

- 1. Prior to the issuance of a CO, the Applicant shall provide a letter from Waste Pro outlining the preferred method of trash pickup. In the event a dumpster/dumpster enclosure is required, the Applicant shall coordinate permitting with the City.**

**QUASI-JUDICIAL SIGN-IN SHEET**  
5/12, 2015  
**PLANNING AND ZONING BOARD MEETING**  
(please print)

**Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_

**Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_

**Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_

**Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**Address** \_\_\_\_\_

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**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_

**Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_



## MEMORANDUM

DATE: June 4, 2015

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP  
Deputy City Planner

THRU: John Omana, Community Development Director

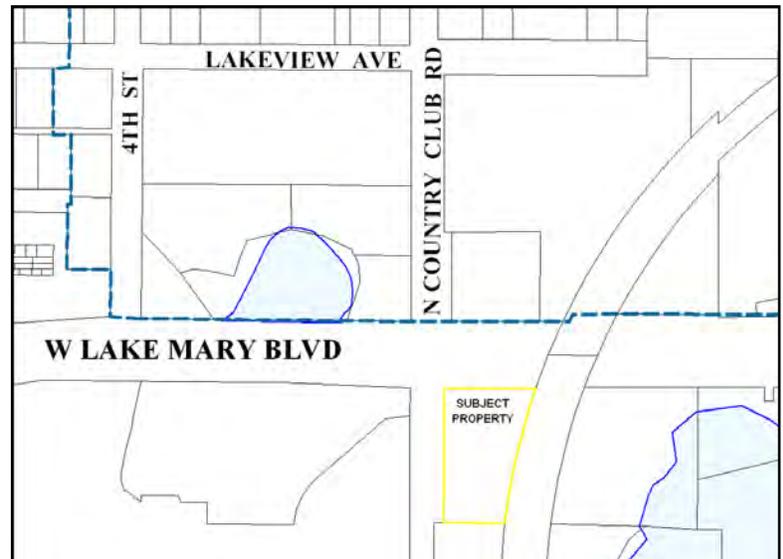
VIA: Jackie Sova, City Manager

SUBJECT: Request for Site Plan approval with variances for Lake Mary Pediatric Medical Office, 105 S. Country Club Road, Urgent Care Developers of W. Lake Mary, LLC, applicant (Public Hearing) (quasi-judicial) (Steve Noto, Deputy City Planner)

**APPLICANT:** Urgent Care Developers of West Lake Mary, LLC

**REFERENCE:** City Comprehensive Plan, Code of Ordinances, Development Review Committee

**REQUEST:** The applicant is requesting site plan approval, with variances, for the construction of a one-story, 4,999 sq. ft. pediatric medical office on 1.04 acres of property located at 105 S. Country Club Rd. The proposed hours of operation are 8:00am to 12:00am, 7 days a week. The extended evening hours are intended for families that require medical services later in the day.



## DISCUSSION:

**Location:** The 1.04 acre property is located at the southeast corner of W. Lake Mary Blvd. and S. Country Club Road. Lake Mary Elementary is located to the west, across S. Country Club Road. The SunRail tracks abut the property to the east. The subject property has C-1, General Commercial, zoning, and RCOM, Restricted Commercial, Future Land Use. There are two properties involved in the project, collectively known as the subject property. The parcel ID numbers are: 16-20-30-300-006A-0000, and 16-20-30-300-006B-0000. The two properties will be combined as part of the site plan process. The subject property is located within the Lake Mary Boulevard Gateway Corridor.

**History:** In 2003, the property owner of the subject property applied for a Conditional Use for the construction of a 10,880 sq. ft. drug store and 4,000 sq. ft. office building. The project area also included a third parcel to the south that was rezoned from PO to C-1. The City Commission approved the Conditional Use on August 21, 2003.

Subsequent to those approvals, a site plan was submitted for a two-story office/retail building and a drive-thru bank/atm. A DRC meeting was held on August 10, 2005, however there is no record of public hearings or formal approvals given for the site plan.

### Zoning

NW DC	N C-1	NE C-1/DC
W A-1	SITE C-1	E C-1/R-1AA
SW A-1	S PUD	SE R-1AA

### Future Land Use

NW DDD	N DDD	NE DDD
W PUB/SEMI-PUB	SITE COM	E LDR
SW PUB/SEMI-PUB	S COM	SE LDR

**Access and Transportation:** Vehicular access to the site is located on S. Country Club Road via a right-in/right-out configuration. The triangular-shaped island is mountable in the event of an emergency; however, it is designed to keep drivers from turning left onto S. Country Club Road if exiting the property. Likewise, it is designed to keep drivers from turning left into the property if traveling south on S. Country Club Road. There will be no vehicular access from W. Lake Mary Blvd.

The applicant will be providing a cross-access easement for the property to the south. In the event that property develops, the intent is to provide access through the subject property. As it's currently designed, the new curb-cut for access to the property is not located adjacent to the curb-cut for Lake Mary Elementary School. The Elementary School curb-cut is roughly 60' to the south. For an alignment to occur, the applicant would have to purchase the parcel to the south, which is not part of the plan at this point. Additionally, as mentioned, the preferred method of access for the parcel to the

south is via a cross-access easement from the subject property. That said, staff does not anticipate an alignment with the entrance of Lake Mary Elementary School at any point.

A new 5' sidewalk along the western perimeter of the property is being constructed as part of the site improvements. An off-site connection is being provided to the existing sidewalk along the northern perimeter of the site, adjacent to W. Lake Mary Blvd.

The applicant provided a traffic impact statement outlining the projected trips to be generated by the proposed pediatric medical office use. Based on the information provided, the project will not exceed 300 Average Daily Trips (ADT) or 50 peak hour trips. As a result, a full traffic study was not required.

S. Country Club Road is a County roadway, therefore, this configuration was coordinated and approved by Seminole County engineering. The applicant is required to further coordinate with Seminole County to acquire the necessary permits to construct any improvements in the ROW.

**Environmental:** A review of the site was completed by Gidus Ecological & Environmental. No protected plant species, or threatened wildlife, including gopher tortoises or bald eagles, were found on site. No further action is required as a result of the findings of the site review.

**Landscaping and Irrigation:** Two historic oak trees were identified on the property and will be saved. The perimeter of the site will be landscaped with a mixture of live oaks, crape myrtle's, bald cypress, and viburnum hedges. Due to the shape and layout of the site, the applicant has requested variances from the landscape buffer requirements of the east, west, and south buffers. The variance requests are outlined further in this report.

Reclaim water is not currently available to the site. Therefore the applicant has provided a note on the cover sheet stating that when reclaimed is made available, a connection to the site will be made within six months. Until then, the irrigation system will utilize potable water. As noted on sheet L3, the irrigation system was designed to meet or exceed the current Florida Building Code. At final site inspection staff will inspect the system to determine if all plantings are receiving enough irrigation coverage to sustain life.

**Open Space:** The applicant is providing 51.8% open space, which exceeds the 35% minimum outlined in the Comprehensive Plan.

**Parking:** For a 4,999 sq. ft. building, 20 parking spaces are required. The applicant is providing 25 parking spaces, 1 of which is handicapped.

**Site Lighting:** There are six pole lights proposed for the site, all of which will be less than 25' in height. There are also multiple decorative wall lights that will be downward directed. There are three light fixture poles that are too close to the northern and western property line. The relevant fixtures need to be relocated to be a minimum of 20' from the northern and western property line.

**Stormwater Management:** A dry-pond is proposed along the south and east portion of the site. Appendix C of Chapter 155 requires a minimum slope of 4:1 for dry bottom ponds, which the applicant is providing. The site meets or exceeds all applicable stormwater management codes.

**Utilities:** There is an existing sewer manhole located approximately 45' east of the northwest corner of the property. The applicant will be making the sewer connect at that point.

There is an existing fire hydrant located approximately 16' south of the northwest corner of the site which will be relocated approximately 5' to the southwest, and approximately 4' further to the west from the property line. A new fire hydrant is going to be provided on the northern side of the right-turn exit lane.

The backflow preventer is to be installed at the northwest corner of the site, adjacent to the proposed monument sign location. A viburnum hedge buffer will be provided around the backflow preventer.

**Waste management:** The dumpster for the site is proposed adjacent to the Stormwater pond at the southern portion of the site. The dumpster shall be constructed to meet the requirements of Chapter 157. This is detailed below as a condition of approval.

**LANDSCAPE VARIANCES:** The criteria for variances from landscaping are contained in Section 157.10, which reads, the City Commission may waive various provisions of Section 157.04-.07 if the general intent and purpose of the district is maintained.

The basis for waiving these provisions includes but is not limited to:

- The existing land use and zoning classification of surrounding properties are inconsistent.
- The existing zoning classification and future land use designation of surrounding properties are inconsistent.
- There is an unusual site size, location or configuration.

On the basis of unusual site size, location, or configuration, the applicant has applied for the following variances from Section 157.04:

1. *East Landscape Buffer (Adjacent to C-1 Zoning) – Section 157.04 (F)(5)*
  - a. *A variance of 1 canopy tree from the required 5, and a variance of 3 understory trees from the required 6 along the eastern property boundary.*
2. *East Landscape Buffer (Adjacent to R-1AA Zoning) – Section 157.04 (F)(7)*
  - a. *A variance of 20' from the required 35' wide landscape buffer, a variance of 3 canopy trees from the required 9, a variance of 5 understory trees from the required 11, and a variance from providing a 4' berm or 6' wall.*
3. *South Landscape Buffer – Section 157.04 (F)(5)*
  - a. *A variance of 1 canopy tree from the required 3.*

4. *West Landscape Buffer – Section 157.04 (F)(7)*

- a. *A variance of 20' from the required 35' wide landscape buffer, a variance of 8 canopy trees from the required 9, a variance of 10 understory trees from the required 11, and a variance from providing a 4' berm or 6' wall.*

**Landscape Variance Analysis** – The variance criteria: “Unusual site size, location, or configuration” provides support for this request. Additionally, as outlined on the cover page of the site plan submittal, the applicant outlines the following:

- The C-1/R-1AA property to the east is separated by the SunRail tracks ROW.
- The property to the west, which is separated by the S. Country Club Road ROW, is Lake Mary Elementary.
- Staff has requested a cross-access easement for the property to the south. As such, it would be ineffective to provide plantings in that buffer area to then have to remove it in the future for access.

In addition to the three facts outlined above, the site is of an unusual shape. Its widest point is adjacent to Lake Mary Blvd., however it is much narrower further south on S. Country Club Road. As a result of the changing shape, the applicant's engineer had less room to provide the necessary infrastructure required for a fully operational site (i.e. parking, stormwater, etc.).

While the applicant has requested a variance from three of the four required landscape buffers, staff is satisfied with the total number of plantings, and the design of said plantings, based on the limited space provided. As outlined below, staff is recommending approval of the requested variances.

## **FINDINGS OF FACT:**

**Variations** – Staff finds that requested variations meet the criteria as stated above. The variations are as follows:

### **Landscape Variations**

1. *East Landscape Buffer (Adjacent to C-1 Zoning) – Section 157.04 (F)(5)*
  - a. *A variance of 1 canopy tree from the required 5, and a variance of 3 understory trees from the required 6 along the eastern property boundary.*
2. *East Landscape Buffer (Adjacent to R-1AA Zoning) – Section 157.04 (F)(7)*
  - a. *A variance of 20' from the required 35' wide landscape buffer, a variance of 3 canopy trees from the required 9, a variance of 5 understory trees from the required 11, and a variance from providing a 4' berm or 6' wall.*
3. *South Landscape Buffer – Section 157.04 (F)(5)*
  - a. *A variance of 1 canopy tree from the required 3.*

4. *West Landscape Buffer – Section 157.04 (F)(7)*
  - a. *A variance of 20' from the required 35' wide landscape buffer, a variance of 8 canopy trees from the required 9, a variance of 10 understory trees from the required 11, and a variance from providing a 4' berm or 6' wall.*

**FINDING OF FACT:** Staff finds that all criteria have been met for granting approval of the site plan with variances and recommends approval with the following conditions:

1. The dumpster enclosure shall be a minimum 6' tall masonry wall and must be constructed of a permanent, low maintenance finish such as patterned concrete, rock-salted concrete, split face or ribbed concrete, stone, brick, or tile. Stucco and raw concrete are not acceptable finishes. Gates necessary to access the refuse area shall be minimum of six foot high and may be constructed of wood
2. The landscape details on the site construction plans shall remove all references to gallon size of plantings.
3. Foot-candle readings from the site lighting shall not exceed 0.5 at the property line.
4. When reclaimed is made available, a connection to the site will be made within six months.
5. The two parcels owned by the applicant, with parcel ID numbers 16-20-30-300-006A-0000, and 16-20-30-300-006B-0000, shall be combined prior to the issuance of a site construction permit.
6. The monument sign shall be designed to meet the requirements of the Lake Mary Boulevard Gateway Corridor, as outlined in Chapter 155, Appendix I.
7. All light pole fixtures need to be a minimum of 20' from all property lines.
8. Provide an approval letter from Waste Pro regarding the dumpster location.
9. Prior to the issuance of a site construction permit, provide the recorded cross-access easement for the property to the south.

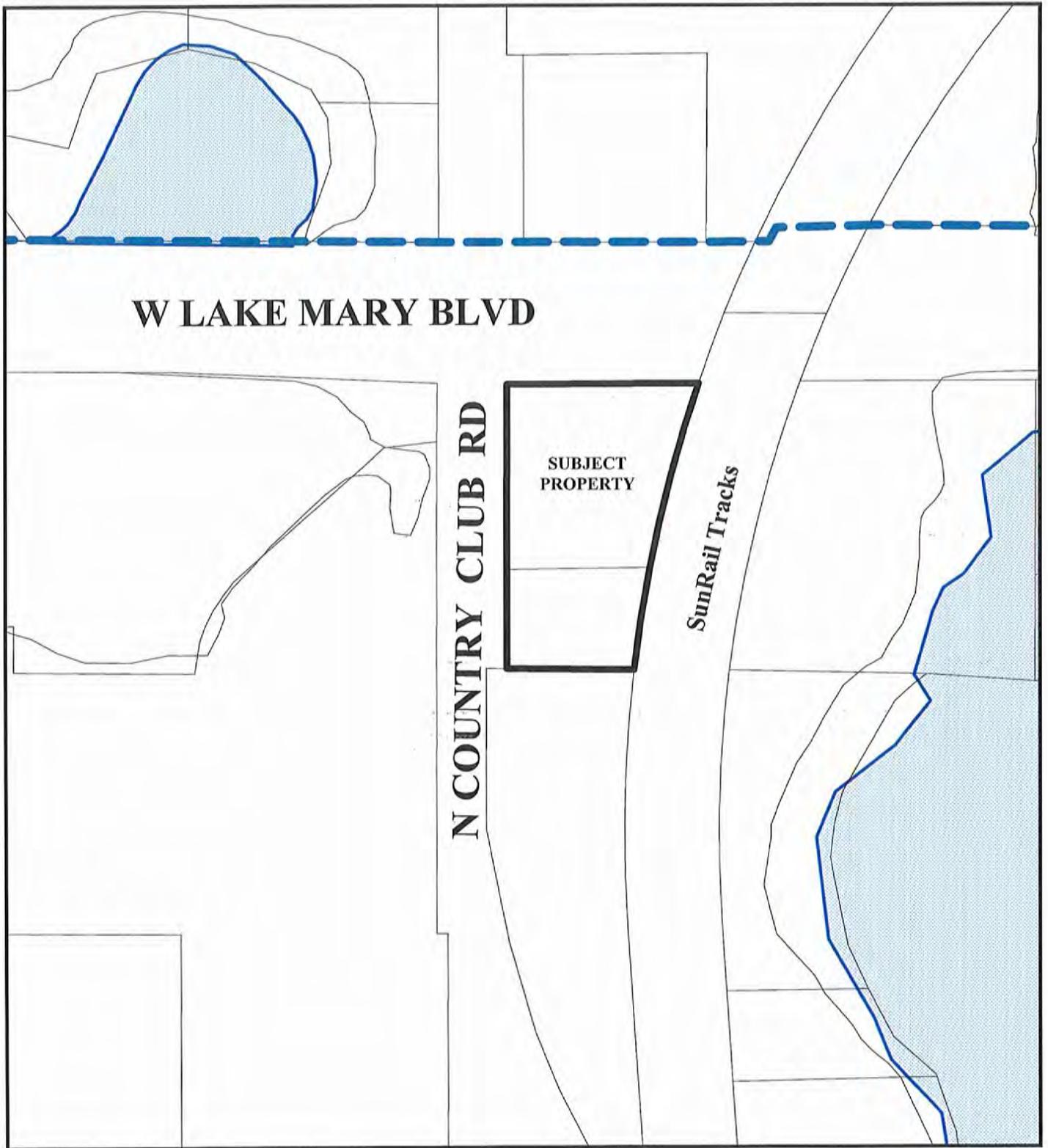
**PLANNING AND ZONING BOARD:** At their regular May 12, 2015 meeting, the Planning and Zoning Board voted to recommended approval, 3-2, of the Site Plan with Variances for the Lake Mary Pediatric Medical Office to be located at 105 S. Country Club Road with staff's 9 conditions, including four additional conditions:

1. Planning and Zoning Board recommends a full-car-width eastbound decel lane on Lake Mary Boulevard for a right-in-only access to the site leaving the currently-planned access as it is from Country Club.
2. Planning and Zoning Board recommends a sidewalk on northwest corner be straight to the crossing.
3. Planning and Zoning Board recommends north, west, and south elevations match, even if it means adding blacked-out glass on west elevation, making all three elevations that the public sees match as close as possible.
4. Planning and Zoning Board recommends that when this item comes before the City Commission that a Seminole County traffic engineer be present to answer questions on why that person was okay with an access from Lake Mary Boulevard.

**LEGAL DESCRIPTION:** See sheet S100 of the construction plans.

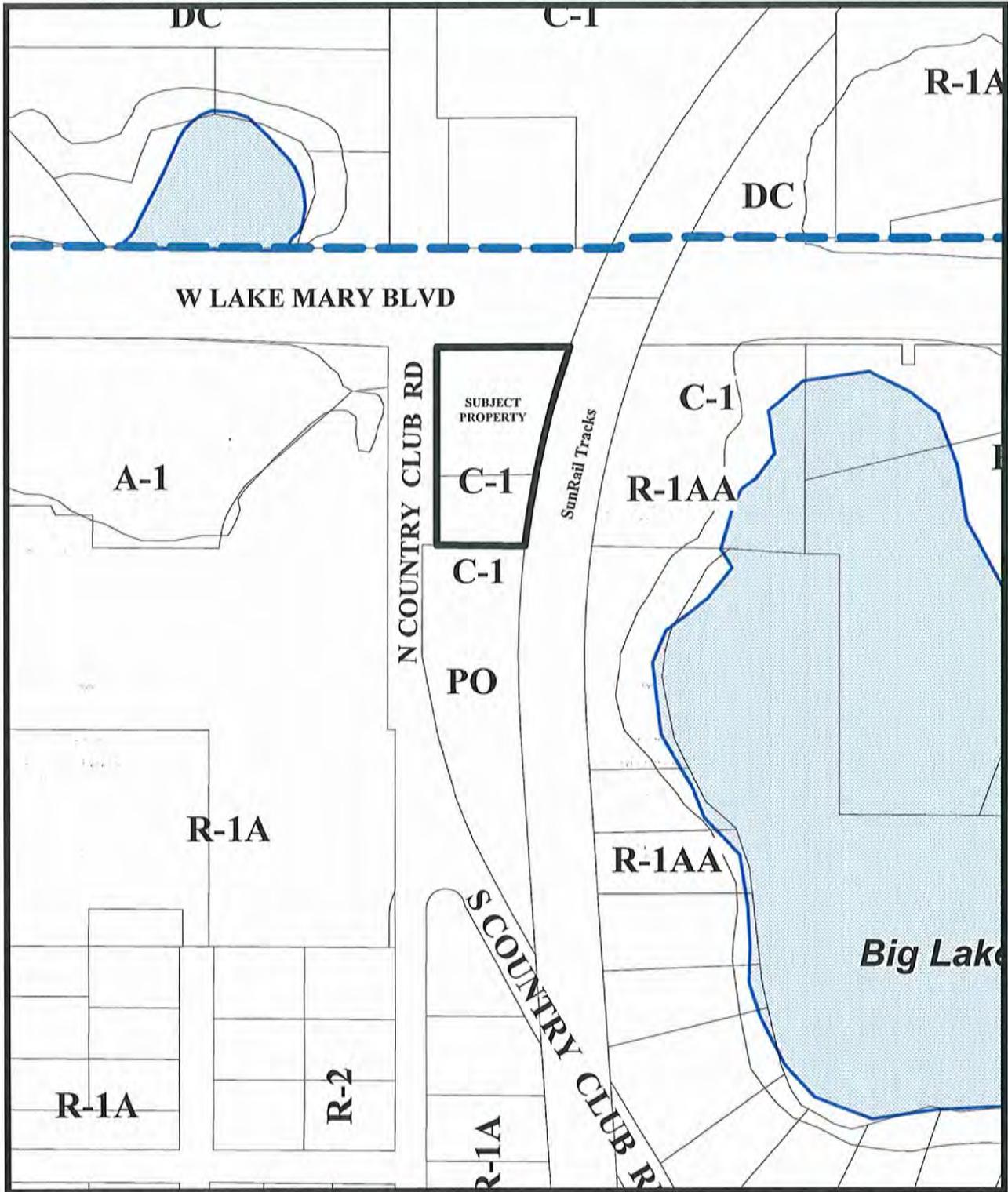
**ATTACHMENTS:**

- Location Map
- Zoning Map
- Future Land Use Map
- Aerial Photo
- 8.5" x 11" copy of sheet C-100
- Locational Exhibit Showing Relation to Lake Mary Elementary School
- Conceptual Building Rendering
- Site Plan
- May 12, 2015, Planning & Zoning Board Meeting Synopsis



**Subject Property**  
**105 S. Country Club Rd.**



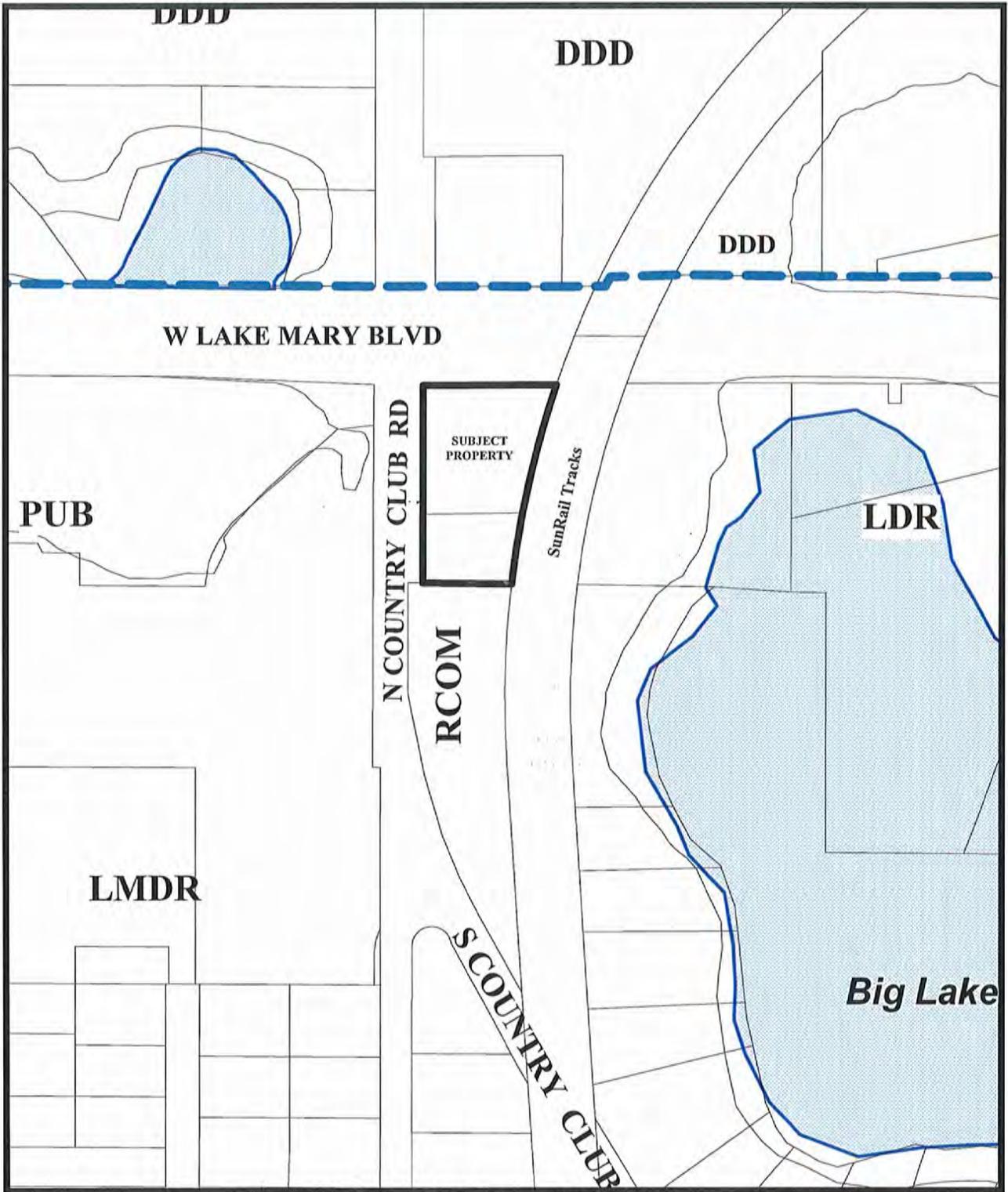


## Zoning Map



<b>A-1</b>	Agriculture	<b>R-1AAA</b>	Single Family	<b>PUD</b>	Planned Unit Development	<b>M-1A</b>	Light Industrial
<b>RCE</b>	Rural Country Estate	<b>R-M</b>	Residential	<b>PO</b>	Professional Office	<b>M-2A</b>	Industrial
<b>R-1A</b>	Single Family	<b>R-2</b>	One & Two Family	<b>C-1</b>	General Commercial	<b>DC</b>	Downtown Center
<b>R-1AA</b>	Single Family	<b>R-3</b>	Multiple Family	<b>C-2</b>	Commercial Commercial	<b>GU</b>	Government Use



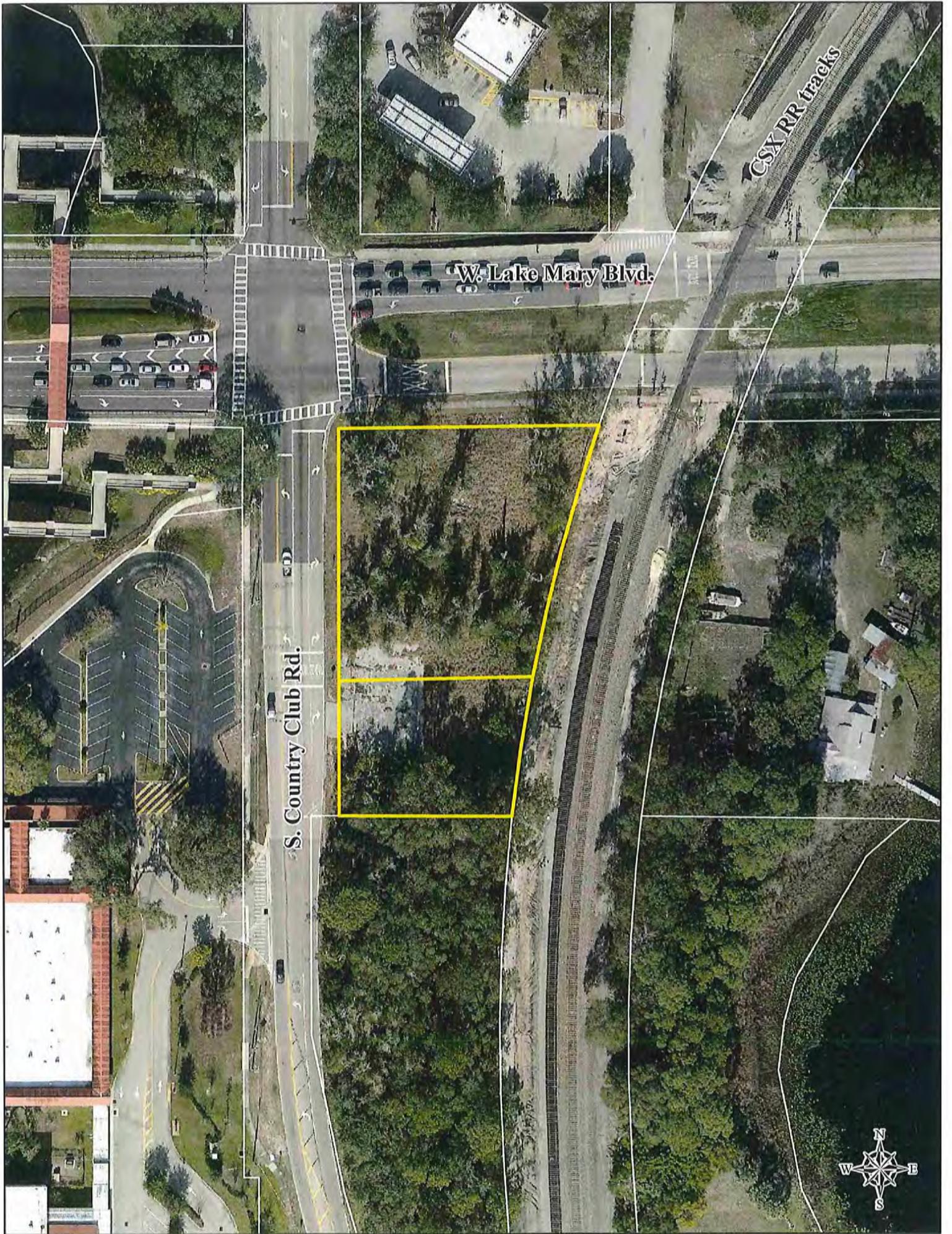


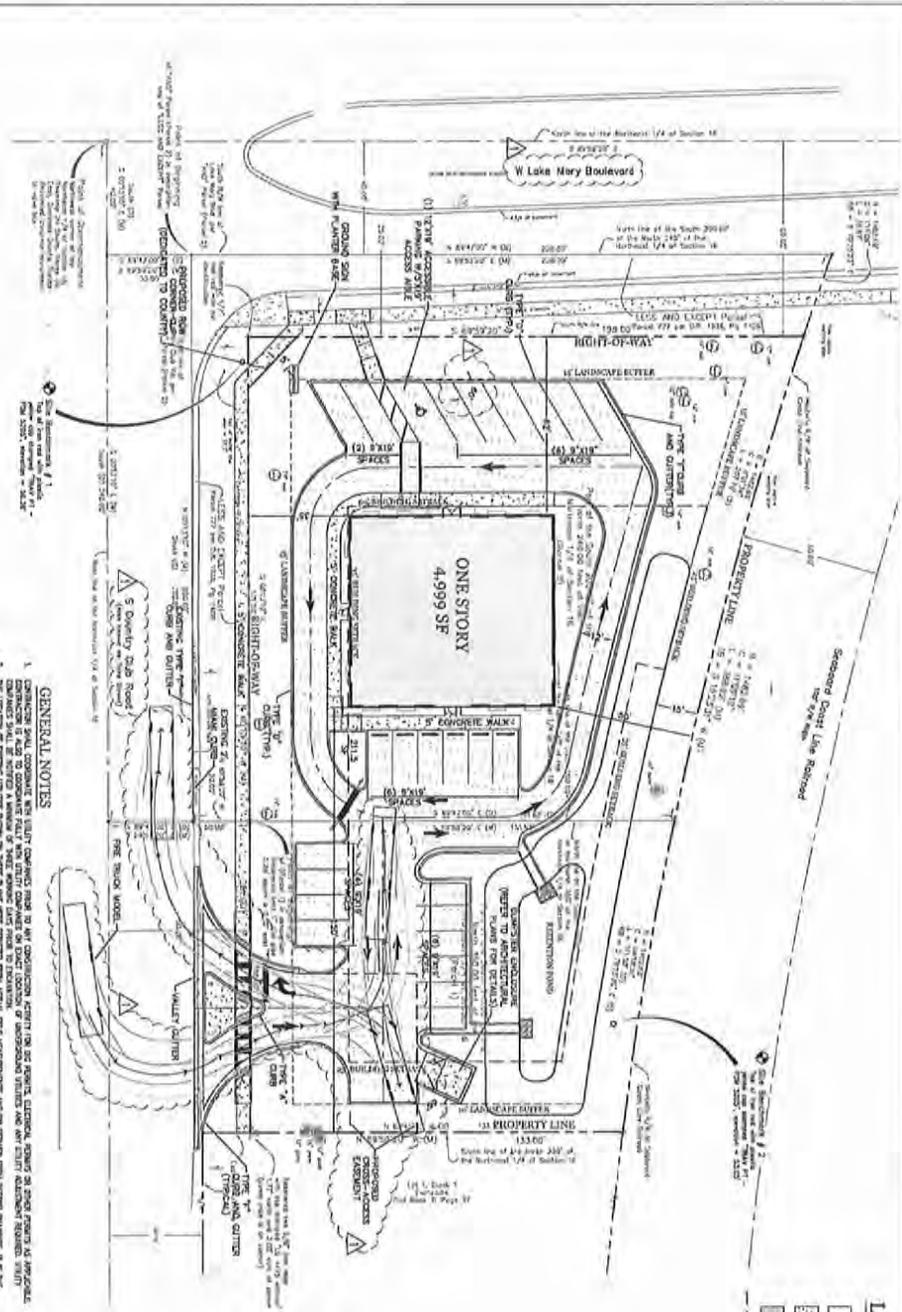
## Future Land Use Map



<b>RR</b>	Rural Residential	<b>OFF</b>	Office	<b>PUB</b>	Public / Semi-Public Lands
<b>LDR</b>	Low Density Residential (Max 2.5 DU / Acre)	<b>RCOM</b>	Restricted Commercial	<b>DDD</b>	Downtown Development District
<b>LMDR</b>	Low / Medium Density Residential (Max 4 DU / Acre)	<b>COM</b>	Commercial	<b>REC</b>	Recreation
<b>MDR</b>	Medium Density Residential (Max 6 DU / Acre)	<b>IND</b>	Industrial	<b>SC PD</b>	Seminole County PD
<b>HDR</b>	High Density Residential (Max 9 DU / Acre)	<b>HIPTI</b>	High Intensity Planned Development		







**FLOOD ZONE:**  
 THE PROPOSED PROJECT IS IN THE 'X' FLOOD ZONE PER THE COUNTY FLOOD ZONE MAP, VERSION 10, 2008.

**SOIL TYPES:**  
 MINIMAL AND CONTAINS THE SOILS AND THINGS -  
 UNDESIRABLE THE SOILS.

- GENERAL NOTES:**
1. CONSTRUCTION SHALL COMPLY WITH ALL CITY ORDINANCES AND ALL STATE STATUTES, ORDINANCES, AND REGULATIONS, AND ALL FEDERAL, STATE, AND LOCAL LAWS, AND ALL APPLICABLE REGULATIONS, AND ALL APPLICABLE ORDINANCES, AND ALL APPLICABLE REGULATIONS, AND ALL APPLICABLE ORDINANCES, AND ALL APPLICABLE REGULATIONS.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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  20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**LEGEND:**

- ASPHALT PAVEMENT
- CONCRETE WALKWAYS, SLABS AND PATIOWAYS
- DETECTABLE WARNING
- PROPOSED DRIVEWAY ACCESS
- PROPOSED DRIVEWAY ACCESS

**GRAPHIC SCALE**  
 1" = 20' (HORIZONTAL)  
 1" = 10' (VERTICAL)

**PARCEL No:** 16-50-30-310-006A-0000  
**AND 16-50-30-310-006B-0000**

**GENERAL INFORMATION:**

OWNER: PEDIATRIC MEDICAL OFFICE, INC.  
 PROJECT: PEDIATRIC MEDICAL OFFICE  
 ADDRESS: 105 S. COUNTRY CLUB ROAD, LAKE MARY, FLORIDA 32746  
 PROJECT NO: 16-50-30-310-006A-0000  
 DATE: 05/08/2010

**ADDITIONAL NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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**PARKING DATA:**

TYPE	NO. OF SPACES	NO. OF SPACES	NO. OF SPACES
TOTAL	105	105	105
STANDARD	95	95	95
HANDICAPPED	10	10	10

**ADDITIONAL NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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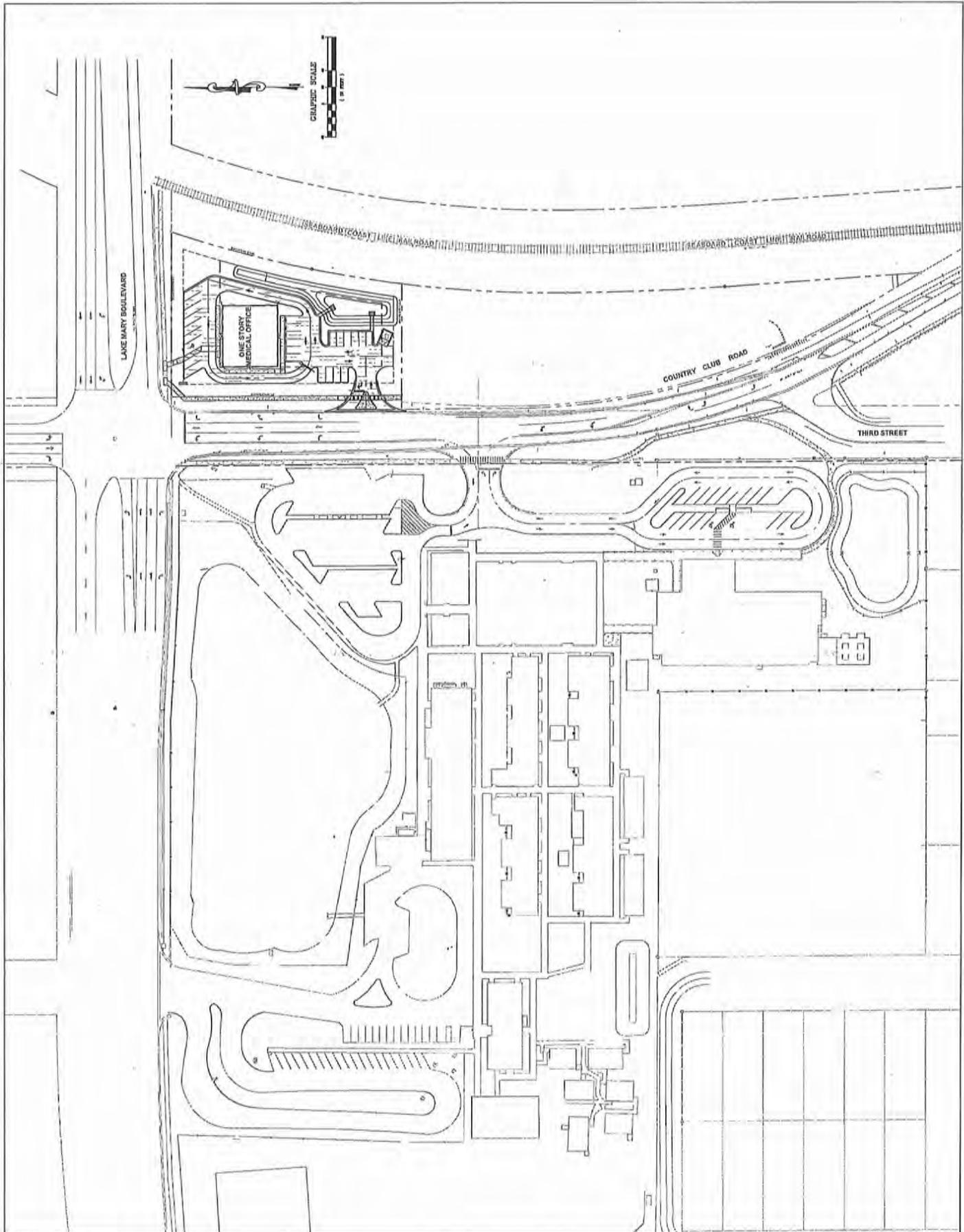
**PEDIATRIC MEDICAL OFFICE**  
 105 S. COUNTRY CLUB ROAD  
 LAKE MARY, FLORIDA

**SITE PLAN**

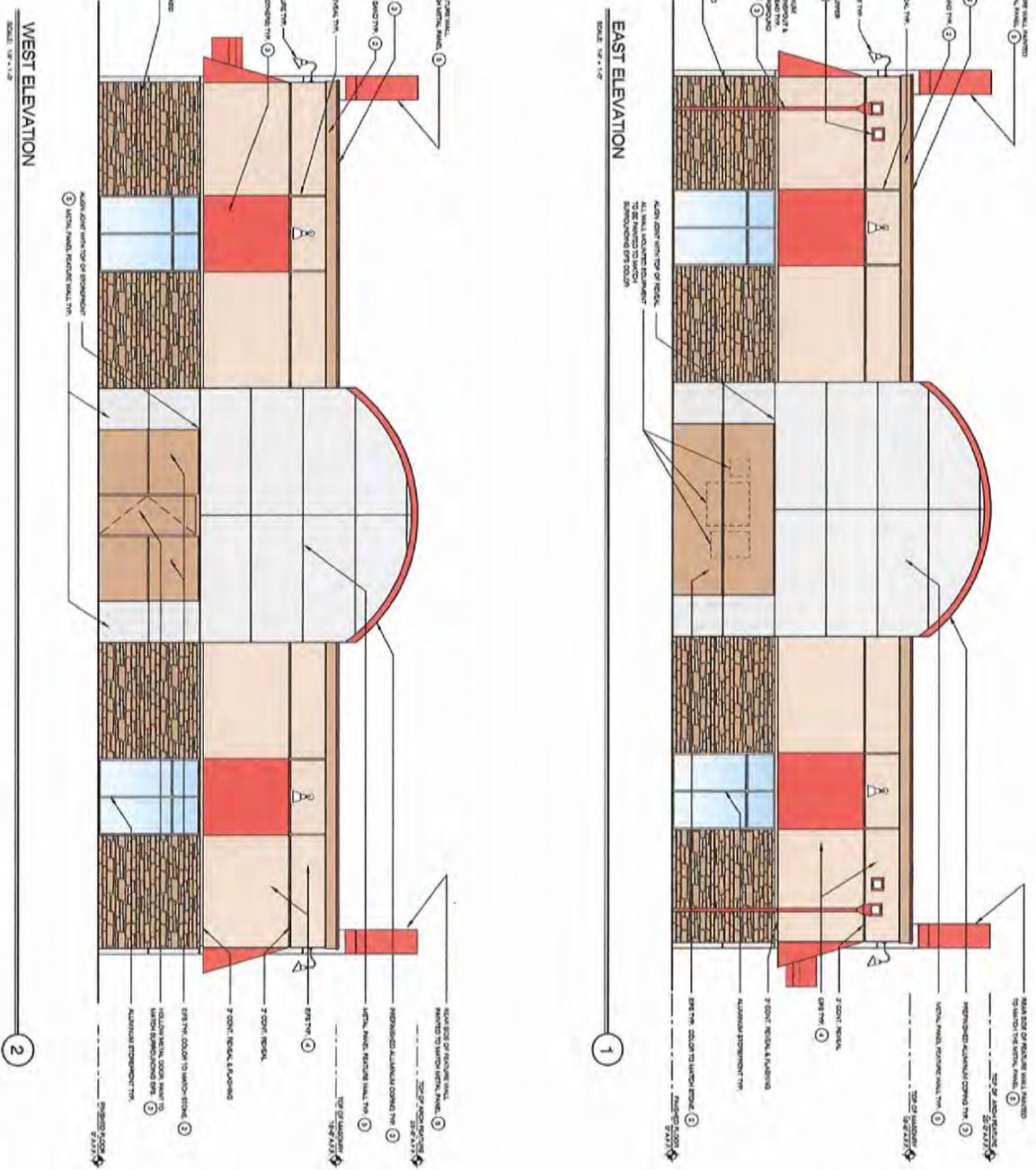
**Klima Weeks**  
 CIVIL ENGINEERING

288 Dunbar Avenue, SU 2100  
 Altamonte Springs, FL 32714  
 Phone: 407-728-8748  
 Fax: 407-728-8748  
 Website: www.klimaweeks.com

**C100**







FOR TYPICAL ELEVATION NOTES AND COLORS, SEE SHEET A4.1

NOT FOR CONSTRUCTION

Sheet: 5 of A4.2  
 Date: 03/12/15  
 Drawn By: J.E.C.  
 Checked By: S.D.M.  
 Design: 150123  
 Project: 150123

A NEW DEVELOPMENT FOR HEMERISE CONSTRUCTION

**LAKE MARY MEDICAL BUILDING**

105 SOUTH COUNTRY CLUB ROAD  
 LAKE MARY, FLORIDA 32746

100 COLONY CENTER PKWY  
 SUITE 202  
 LAKE MARY, FL 32746  
 PHONE: 407.565.0330  
 FAX: 407.565.0330  
 WWW.MICHAELBRADY.COM

**MBI**  
 michael brady inc.  
 100 COLONY CENTER PKWY  
 SUITE 202  
 LAKE MARY, FL 32746  
 PHONE: 407.565.0330  
 FAX: 407.565.0330  
 WWW.MICHAELBRADY.COM

DRAFT

- B. 2015-SP-01: Recommendation to the City Commission for Site Plan approval with *four landscape variances* for Lake Mary Pediatric Medical Office, 105 S. Country Club Road, Lake Mary, Florida; Applicant: Urgent Care Developers of West Lake Mary, LLC (Public Hearing)

**MOTION:**

Vice Chairman Taylor moved to recommend approval to the City Commission the request by Urgent Care Developers of West Lake Mary, LLC, for Site Plan approval with variances for Lake Mary Pediatric Medical Office, 105 S. Country Club Road, Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report and subject to the following *4 landscape variances* and 13 conditions. Member York seconded the motion.

Chairman Hawkins requested a roll-call vote on the motion, which was taken as follows:

Member Schofield - No  
Member Fitzgerald - No  
Vice Chairman Taylor- Yes  
Member Justin York - Yes  
Chairman Hawkins - Yes

The motion carried 3-2.

**LANDSCAPE VARIANCES:**

1. *East Landscape Buffer (Adjacent to C-1 Zoning) – Section 157.04 (F)(5)*
  - a. *A variance of 1 canopy tree from the required 5, and a variance of 3 understory trees from the required 6 along the eastern property boundary.*
2. *East Landscape Buffer (Adjacent to R-1AA Zoning) – Section 157.04 (F)(7)*
  - a. *A variance of 20' from the required 35-foot wide landscape buffer, a variance of 3 canopy trees from the required 9, a variance of 5 understory trees from the required 11, and a variance from providing a 4-foot berm or 6-foot wall.*
3. *South Landscape Buffer – Section 157.04 (F)(5)*
  - a. *A variance of 1 canopy tree from the required 3.*
4. *West Landscape Buffer – Section 157.04 (F)(7)*
  - a. *A variance of 20' from the required 35-foot-wide landscape buffer, a variance of 8 canopy trees from the required 9, a variance of 10 understory trees from the required 11, and a variance from providing a 4-foot berm or 6-foot wall.*

DRAFT

**CONDITIONS:**

1. The dumpster enclosure shall be a minimum 6-foot tall masonry wall and must be constructed of a permanent, low maintenance finish such as patterned concrete, rock-salted concrete, split face or ribbed concrete, stone, brick, or tile. Stucco and raw concrete are not acceptable finishes. Gates necessary to access the refuse area shall be minimum of six-foot high and may be constructed of wood.
2. The landscape details on the site construction plans shall remove all references to gallon size of plantings.
3. Foot-candle readings from the site lighting shall not exceed 0.5 at the property line.
4. When reclaimed is made available, a connection to the site will be made within six months.
5. The two parcels owned by the Applicant, parcel ID numbers 16-20-30-300-006A-0000 and 16-20-30-300-006B-0000, shall be combined prior to the issuance of a site construction permit.
6. The monument sign shall be designed to meet the requirements of the Lake Mary Boulevard Gateway Corridor, as outlined in Chapter 155, Appendix I.
7. All light pole fixtures need to be a minimum of 20' from all property lines.
8. Provide an approval letter from Waste Pro regarding the dumpster location.
9. Prior to the issuance of a site construction permit, provide the recorded cross-access easement for the property to the south.
10. Planning and Zoning Board recommends a full-car-width eastbound decel lane on Lake Mary Boulevard for a right-in-only access to the site leaving the currently-planned access as it is from Country Club.
11. Planning and Zoning Board recommends a sidewalk on northwest corner be straight to the crossing.
12. Planning and Zoning Board recommends north, west, and south elevations match, even if it means adding blacked-out glass on west elevation, making all three elevations that the public sees match as close as possible.
13. Planning and Zoning Board recommends that when this item comes before the City Commission that a Seminole County traffic engineer be present to answer questions on why that person was okay with an access from Lake Mary Boulevard.

**QUASI-JUDICIAL SIGN-IN SHEET**  
5/12, 2015  
**PLANNING AND ZONING BOARD MEETING**  
**(please print)**

**Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_

**Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_

**Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

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**Item of Interest** \_\_\_\_\_

**Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_



## MEMORANDUM

DATE: June 4, 2015

TO: Mayor and City Commission

FROM: Gary Schindler, City Planner

THRU: John Omana, Community Development Director

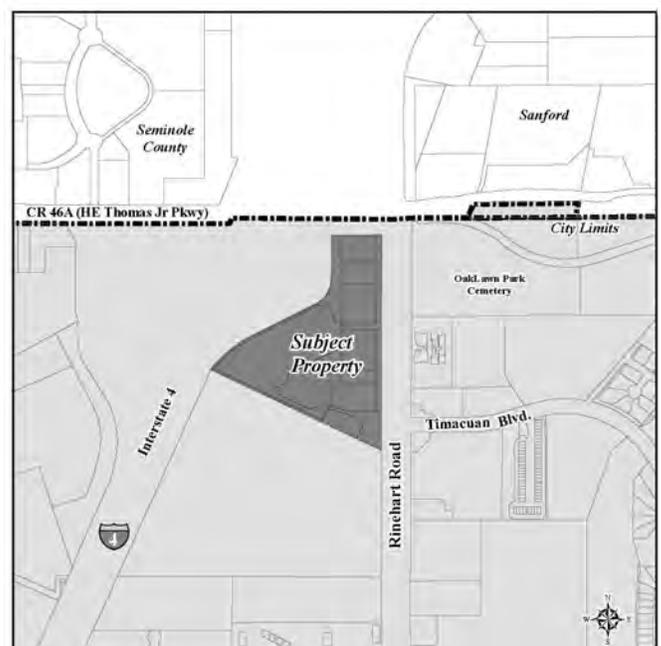
VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1526 - Rezoning from Planned Unit Development (PUD) to PUD (Revision to adopted Rinehart Place Final PUD), related to the proposed development of a Florida Hospital emergency medical facility, 950 Rinehart Road, Kimley-Horn & Associates, Inc./Jonathan Martin, P.E. for Adventist Health System/Sunbelt, Inc., applicant - First Reading (Public Hearing) (quasi-judicial) (Gary Schindler, City Planner) (Postponed 5/21/15)

**APPLICANT:** Kimley-Horn Associates, Inc. for Adventist Health System/Sunbelt Inc.

**REFERENCE:** City Code of Ordinances, Comprehensive Plan & Rinehart Place PUD

**REQUEST:** The applicant requests an amendment to the approved Final Rinehart Place PUD, which are as follows:



## **First Amendment to Master Development Agreement for Rinehart Place PUD**

1. Section 4 –The length of the agreement is revised from 10 years to 25 years.
2. Subsection 13(c)3(iv) - Wall signage on the east and south sides of the proposed emergency center shall be allowed, up to 250 sq. ft. for each sign.
3. Subsection 16(j) – A sentence is added to the existing text that reads, “For Lot 4, the free-standing emergency medical facility building height shall not exceed forty-five (45) feet; provided that the building architectural features may be up to sixty (60) feet in height.
4. Section 30 is revised to show the current list of owners & lenders.
5. Subsection 34, Prohibited Uses – Item (e), “Medical facilities that utilize the services of emergency vehicles”, has been deleted.
6. Exhibit B-1, Permitted C-1 & C-2 Uses – Adds three uses; (x) Free-standing Emergency Department; (y) Emergency Helicopter Operations & (z) Emergency Vehicles.
7. Existing Exhibit (E), Lot Development Information, is deleted and replaced with a new Exhibit C-1 that is attached to the First Amendment.

### **DISCUSSION:**

**Location:** The subject property is located at the southwest corner of Rinehart Rd. and County Road 46A.

**Description:** The 23.58 acre site is partially developed. Lot 1 is developed as ABC Fine Wine and Spirits. Lot 2 is developed as Centennial Bank. Lots 3 & 4A contain unfinished retail buildings. Lot 4B is undeveloped. Lot 5 is developed as a CVS Pharmacy. Lot 6 is undeveloped. Lot 7 contains the foundations and unfinished shells of several office buildings.

**History:** In March 1994, the City Commission approved a rezoning of the subject property from M-1A to C-1 & C-2 for the Timacuan Office Park development. A Development Agreement was also approved in association with the zoning change delineating certain conditions such as more stringent buffer requirements. On February 18, 1999, the City Commission approved a site plan for the property to develop two (2) office buildings, a bank, a hotel, and a restaurant. However, the site plan is now expired and a site construction permit was never issued for the property. The proposed development is still subject to the existing Development Agreement, which runs with the land. The applicant, however, is proposing to withdraw the existing Development Commitment Agreement and enter into a new agreement as a part of this process.

Because of the expiration of the previously approved Developer’s Agreement and proposed substantial changes from the approved PUD, the applicant was required to submit revised preliminary and final PUD plans. The most significant revision is that the hotel was omitted from the plan and replaced with offices. In February 2003, the City Commission approved the revised Preliminary PUD plan, showing 80,000 square feet of commercial development on Lots 1 – 7 and 180,000 square feet of office on Lot 8.

In July 2003, the City Commission approved the rezoning for the Rinehart Place PUD for the subject property. The approved Developer’s Agreement provided for a July 15,

2004 deadline for certain actions to be completed. Because those actions were not completed, the Developer's Agreement became null and void.

In April 2005, the City Commission reviewed the revised Final PUD for Rinehart Place. The Final PUD proposed up to 80,000 square feet of commercial development on Lots 1 -7 and up to 180,000 square feet of office for Lot 8. Although Lot 8 was identified as being offices, the Final PUD did not depict how it would be developed.

In April 2005, the City Commission approved a revision to the Final PUD for Rinehart Place showing 3 northbound and 3 southbound lanes on Rinehart Road. Also, 6,171 is the maximum number of vehicle trips that could be generated at full development. This number assumes a total of 65,000 square feet of professional office and a total of 65,000 square feet of medical office on Lot 7.

In June 2006, the City Commission approved a revision to the Final PUD for Rinehart Place, as follows:

- The number of lots has been reduced from 8 to 7 lots.
- The total square footage of office space for Lot 7 has been reduced from 180,000 to 130,000.
- The revised Final PUD also shows the proposed internal development of Lot 7.
- Lots 1 - 6 are still proposed for commercial development; however, the total square footage has been increased from 65,574 to 79,820.
- The overall square footage has increased from 195,574 to 209,820.
- The mix of uses for Lots 1 – 6 changed. Whereas the existing approved PUD shows several restaurants, the revised plan does not list restaurants as a use. The revised PUD shows a 14,820 square foot pharmacy with drive-through windows.
- The PUD shows the third southbound through lane on Rinehart Road, from CR 46A to Timacuan Boulevard.

In 2006, a site construction permit was issued and work commenced. Additionally, building permits were issued for Lots 1, 2, 3, 4, 5 & 7. Buildings have been completed on Lots 1, 2 & 5. Lots 3 & 4 have partially completed retail buildings. On Lot 7, several foundations and shells for office buildings have been started; however, these buildings remain unfinished. During the economic recession, the development went into receivership and all work ceased. In 2013, Adventist Health Systems/Sunbelt Inc. purchased the property and approached the City about developing part of it into an emergency center. Adventist Health Systems/Sunbelt Inc. is still working on plans for Lot 7.

Zoning:

NW I-4	N Sanford (PD)	NE Sanford (PD)
W I-4	SITE PUD	E A-1 & PUD
SW M-1A & I-4	S M-1A	SE PUD & PO

Future Land Use:

NW I-4	N I-4 High Intensity	NE Ind/ Comm
W I-4	SITE COM	E RCOM
SW IND & I-4	S IND	SE COM

**Land Factors**

**Uses:** The proposed uses are: 1) free-standing emergency medical facility; 2) heliport in conjunction with the emergency department & 3) emergency vehicles.

**Buildings:** Originally, Lot 4A was to be developed commercially. To this end, a 19,000 square foot building was started; however, it is unfinished. As proposed, the existing building will be demolished and an 18,500 square foot emergency medical facility will be constructed on the site. The heliport is proposed to be located to the west of the emergency medical facility, on Lot #7. Currently, this location is shown as an office building.

**Parking:** The adopted PUD shows a total of 840 required parking spaces and a total of 910 provided parking spaces. Because the proposed development on Lot 7 is unknown at this time, the proposed PUD shows a total of 910 total provided parking spaces.

Lots 4A & 4B currently have a total of 100 required parking spaces, based upon a total of 25,000 SF of floor area and 1 parking space per 250 square feet of building area. As proposed, the total building area for Lots 4A & 4B decreases from 25,000 SF to 18,500 SF, which decreases the number of required parking spaces from 100 to 74 parking spaces. Because the footprint of the proposed emergency medical building extends east into the existing parking lot, several parking spaces will be lost. That being said, there will still be a total of 91 provided parking spaces, which is 3 more than the facility requires.

**Transportation:** The proposed First Amendment to the Master Development Agreement does not create additional trips or impacts to the roadways. The maximum # of trips that may be generated by all development within the PUD remains at 6,171.

**REZONING:** A revision to an adopted PUD is a rezoning from PUD to PUD. All rezoning shall be reviewed in light of the provisions of Section 154.27(2) of the City's Code of Ordinances.

**Determination of Items and Findings of Fact:** § 154.27(2) requires the Planning and Zoning Board to study, review, and provide a written recommendation for all proposed zoning amendments and changes to the City Commission. The four (4) items listed below are to be used to support the written recommendations:

ITEM No. 1:
<i>The need and justification for the change;</i>
FINDINGS OF FACT No. 1:
<p><b>Need:</b> The applicant proposes to develop an emergency medical facility, which would accommodate a variety of patient needs; however, it is not designed to be a trauma center and is not intended to provide in-patient care.</p> <p><b>Justification:</b> Currently, there is not an emergency medical facility within the City. The closest such facilities are located in either Sanford or Longwood.</p>

ITEM No. 2:
<i>The effect of the change, if any, on the particular property and on surrounding properties;</i>
FINDINGS OF FACT No. 2:
<p>a. Because of the likely increase in the number of emergency vehicles utilizing Rinehart Road, the proposed revision to the Final PUD would have some potential impact upon surrounding properties; however, the benefits derived from having access to an emergency medical facility in the City would outweigh any impacts caused by an increase in the number of emergency vehicles.</p> <p>b. The proposed 60' tall architectural feature on the emergency medical facility may be visible from surrounding residential areas. The distances from the proposed architectural feature and adjacent residential developments are as follows: 1) Bell Timacuan Apartments = +/- 1,170' to the east; 2) Timacuan Townhomes = +/- 1,500' to the east; 3) Timacuan = +/- 1,900' to the east; 4) The Legends Lake Mary Apartments = +/- 1,900' to the southeast; 5) Woodbridge Lakes Subdivision = +/- 3,000' to the southeast; and 6) Manderley Subdivision = +/- 5,000' to the southeast. The applicant has prepared an exhibit showing which residential areas will be able to see the architectural feature. This issue will be addressed at the meeting.</p> <p>c. The proposed development will be required to comply with conditions that have been placed on the proposed development to help minimize any impacts to surrounding properties including additional landscaping and special lighting, which helps to minimize glare on adjacent properties.</p> <p>d. This zoning change will not have adverse impacts on the surrounding properties provided that the site is developed in accordance with the development plan and developer's agreement.</p>

ITEM No. 3:

*The amount of undeveloped land in the general area and in the city having the same classification as that requested;*

FINDINGS OF FACT No. 3:

**General Area:** Because the proposed rezoning would amend an existing PUD, the percentage of land zoned PUD is irrelevant.

**City Limits:** Because the proposed rezoning would amend an existing PUD, the percentage of land zoned PUD is irrelevant.

ITEM No. 4:

*The relationship of the proposed amendment to the purpose of the city's comprehensive plan, with appropriate consideration as to whether the proposed change will further the purpose of the chapter [Chapter 154 – Zoning Code] and the comprehensive plan.*

FINDINGS OF FACT No. 4:

**Comprehensive Plan:** The Future Land Use designation for the subject property is COM (Commercial). According to Table GOP-1 Future Land Use/Zoning Compatibility Chart of the Comprehensive Policy Plan PUD (Planned Unit Development) zoning category is consistent with the Commercial future land use designation. Property with a future land use designation of Commercial is designated for a variety of medical uses, which could include emergency medical facilities. Because of the direct access between the surrounding region and Lake Mary by way of Rinehart Road, Lake Mary Boulevard, CR 46A and Interstate 4, the proposed emergency medical facility would serve not only the City but also the adjacent areas of unincorporated Seminole County and the City of Sanford.

**Chapter 154- Zoning Code:** The requested PUD zoning for the subject property is compatible with adjacent zoning. There are significant areas of COM, RCOM and IND land use around the subject property.

**Relationship to City Code:** The request is consistent with the Comprehensive Plan and the City Code of Ordinances.

## DEVELOPMENT AGREEMENT

The substantive issues contained in the First Amendment to Master Development Agreement for Rinehart Place PUD are as follows: 1) revising the list of Permitted Uses to include Free-standing Emergency Department, Emergency Helicopter Operations & Emergency Vehicles; 2) the proposed 60' height of the architectural feature & 3) the twenty-five (25) year duration of the PUD. The creation of an emergency medical facility within Rinehart Place provides a benefit to residents of the City of Lake Mary, the City of Sanford and adjacent areas of unincorporated Seminole County.

**FINDINGS OF FACT No. 5:**

Staff finds the proposed First Amendment to Master Development Agreement for Rinehart Place PUD to be consistent with the Florida Statutes, City of Lake Mary Comprehensive Plan and City of Lake Mary Code of Ordinances with the following condition:

1. Prior to the issuance of a CO for the building on Lot 4 Rinehart Place, the developer shall improve the safety and aesthetics of Lot 7. This shall include demolishing and removing the building shells, both those erect and those lying on the ground. The developer shall also remove all construction materials, junk, and debris. The developer shall mow the area on a regular basis. The building slabs may remain; however, there shall not be any construction materials that extend above the plane of the slab.

**PLANNING AND ZONING BOARD:** At their regular April 28, 2015 meeting the P&Z voted unanimously (4 to 0) to recommend approval to the City Commission with the condition contained in the above FINDING OF FACT.

In a separate but related matter, the P&Z voted to conditionally approve the site plan for the emergency medical facility. One of the conditions is that the PUD rezoning is subject to approval by the City Commission.

**ATTACHEMENTS:**

- Ordinance
- Location map
- Land use map
- Zoning map
- Aerial photo
- Graphics of the proposed emergency medical facility
- Minutes

**ORDINANCE NO. 1526**

**AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA REZONING CERTAIN LANDS WITHIN THE CITY OF LAKE MARY, LOCATED IN THE SOUTHWEST QUADRANT OF THE INTERSECTION OF COUNTY ROAD 46A AND RINEHART ROAD, HEREIN DEFINED FROM THE PRESENT CITY ZONING CLASSIFICATIONS OF PUD, PLANNED UNIT DEVELOPMENT, TO PUD, PLANNED UNIT DEVELOPMENT, PURSUANT TO THE TERMS OF THE FLORIDA STATUTES; PROVIDING CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, Adventist Health Systems/Sunbelt, Inc., owner, has petitioned the City of Lake Mary, Florida, to rezone the property described in Attachment "A" located within the City of Lake Mary, Florida, which is currently in a zoning classification of PUD, Planned Unit Development, and which is part of Rinehart Place Planned Unit Development; and

**WHEREAS**, the proposed rezoning includes the First Amendment to Master Development Agreement for Rinehart Place Planned Unit Development (PUD), Attachment "B", affecting the Owner's portion of the Planned Unit Development; and

**WHEREAS**, the City Commission of the City of Lake Mary, Florida, held a duly noticed public hearing on the proposed zoning change set forth herein and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Lake Mary Comprehensive Plan and that sufficient competent and substantial evidence supports the zoning change set forth herein; and

**WHEREAS**, the City Commission of the City of Lake Mary, Florida, deems it to be in the public interest of the citizens of Lake Mary, Florida, and in order to promote

the health and general welfare of the citizens of Lake Mary, Florida, to rezone the subject property to PUD, Planned Unit Development; and

**WHEREAS**, the City Staff and Planning and Zoning Board have recommended approval of this Ordinance at its April 28, 2015 meeting; and

**WHEREAS**, the City finds that said requested zoning classification is in conformity with present zoning classifications of other properties in the same immediate area.

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

**Section 1.** That the City Commission in order to promote the health and general welfare of the citizens of Lake Mary, Florida, and to establish the highest and best use of real property within the City of Lake Mary, Florida, hereby rezones the following described property from its present PUD, Planned Unit Development, zoning districts to the PUD, Planned Unit Development, zoning district:

**See Attachment "A"**

**Section 2.** This rezoning action is subject to the conditions provided for and agreed to in the First Amendment to the PUD Agreement attached hereto as Attachment "B" and incorporated therein.

**Section 3.** That after the passage of this Ordinance, the Community Development Director is directed to officially change the zoning map of the City of Lake Mary indicating thereon the Ordinance number and date of that final passage to include the subject property within the above-described designated zoning district.

**Section 4.** All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of any conflict.

**Section 5.** If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not

be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

**Section 6.** This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: June 4, 2015

SECOND READING: June 18, 2015

**PASSED AND ADOPTED this 18th day of June 2015.**

ATTEST:

CITY OF LAKE MARY, FLORIDA

\_\_\_\_\_  
CAROL A. FOSTER, CITY CLERK

\_\_\_\_\_  
DAVID J. MEALOR, MAYOR

FOR THE USE AND RELIANCE OF THE  
CITY OF LAKE MARY ONLY.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
CATHERINE REISCHMANN, CITY ATTORNEY

ATTACHMENT "A"

LOTS 3, 4A, 4B, and 7, RINEHART PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 75, PAGES 1 THROUGH 8, INCLUSIVE, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Tax Identification Numbers:

06-20-30-520-0000-0030

06-20-30-520-0000-04A0

06-20-30-520-0000-04B0

06-20-30-520-0000-0070

ATTACHMENT "B"

Prepared by:

Gary Schindler  
Planning Dept.  
City of Lake Mary  
P.O. Box 958445  
Lake Mary, FL 32795-8445

Return to:  
City Clerk  
City of Lake Mary  
P.O. Box 958445  
Lake Mary, FL 32795-8445

**FIRST AMENDMENT TO  
MASTER DEVELOPMENT AGREEMENT FOR  
RINEHART PLACE PLANNED UNIT DEVELOPMENT (PUD)  
FOR CERTAIN SPECIFIC PROPERTY**

This First Amendment to Master Development Agreement for Rinehart Place Planned Unit Development (PUD) For Certain Specific Property ("**First Amendment**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (the "**Effective Date**") by and between **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, doing business as Florida Hospital ("**Florida Hospital**"), of 550 E. Rollins Street, 6<sup>th</sup> Floor, Orlando, FL 32804, and the **CITY OF LAKE MARY, FLORIDA**, a Florida municipal corporation (the "**City**"), of P.O. Box 958445, Lake Mary, FL 32795-8445. Florida Hospital and the City may be referred to in this First Amendment individually as a "**Party**", or collectively as the "**Parties**."

**Background Facts:**

A. Florida Hospital is the owner in fee simple of certain real property within the Rinehart Place Planned Unit Development (the "**PUD**") as more particularly described in **Exhibit "A-1"** attached hereto and incorporated herein by this reference (the "**Property**"), to which this First Amendment applies; except that paragraphs 3 and 6 apply to the entire PUD.

B. Florida Hospital's predecessor in title to the Property and the City entered into that certain Master Development Agreement for Rinehart Place Planned Unit Development (PUD) having an effective date of August 29, 2006 (the "**Agreement**"). The fully executed Agreement was attached as an exhibit to the City's Ordinance No. 1204 and recorded August 31, 2006, and filed in Official Records Book 06390, pages 1746-1803, Public Records of Seminole County, Florida. The Property is a part of the real property described in Exhibit "A" attached to the Agreement.

C. The Parties now desire to amend the Agreement as more particularly set forth in this First Amendment as to the Property.

**Agreement:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises made in this First Amendment, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. Capitalized terms used but not defined in this First Amendment will have the definitions set forth in the Agreement.

3. Section 4 of the Agreement is hereby deleted and replaced with the following:

The duration of this Agreement shall be for a term of twenty-five (25) years from the date the City Commission of the City executes the First Amendment to the Rinehart Place Planned Unit Development (PUD).

4. Subsection 13(c)(3)(iv) of the Agreement is hereby modified by adding a final sentence as follows:

Wall Signs. Buildings abutting Interstate 4 may have an additional fifty square feet of wall sign area to be utilized on the façade facing Interstate 4, subject to (a) above. Individual wall signs shall not exceed 200 square feet if facing Interstate 4. For all other building facades individual wall signs shall not exceed the maximum wall sign area as prescribed in Table 1 per the applicable zoning district. Specific to Lot 4 and in conjunction with the free-standing Emergency Department building, wall signs mounted on the exterior of the building shall face the south and east, and are not to exceed 250 square feet in total area.

5. Subsection 16(j) of the Agreement is hereby modified by adding a final sentence as follows:

Lot Building Heights. Commercial building heights shall not exceed forty-five feet. See Section 14(b) for lot building heights for Lot 7. For Lot 4, the free-standing Emergency Department building height shall not exceed forty-five (45) feet; provided, that building architectural features may be up to sixty (60) feet in height.

6. In Section 30 of the Agreement, the notice information for the "Owner" and the "Owner/Developer" is hereby deleted and replaced with the following:

To Owner:  
(as to Lots 3, 4A, 4B and 7)      Adventist Health System/Sunbelt, Inc.,  
a Florida not-for-profit corporation  
Attn: Legal Department  
550 E. Rollins Street, 6<sup>th</sup> Floor  
Orlando, FL 32804

With a copy to:      Gray Robinson, P.A.  
Attn: Borron J. Owen, Jr., Esq.  
301 E. Pine Street, Suite 1400  
Orlando, FL 32801  
Telephone: (407) 244-5657  
Facsimile: (407) 244-5690  
E-Mail: borron.owen@gray-robinson.com

To Owner:  
(as to Lot 1)      B-1 Property Management, LLLP  
a Florida limited liability limited partnership

To Owner: (as to Lot 2)	6424 Pine Castle Blvd., Suite A Orlando, FL 32809 Centennial Bank, an Arkansas banking corporation 620 Chestnut Street Conway, AK 72032
To Owner: (as to Lot 5)	SCP 2009-C34-009 LLC, a Delaware limited liability company 6200 NW 167 <sup>th</sup> Street, Building B Miami Lakes, FL 33014
With a copy to Lender: (as to Lot 5)	Wells Fargo Bank Northwest, National Association, as Trustee Attn: Corporate Trust Services/Val T. Orton 299 South Main Street, 12 <sup>th</sup> Floor MAC: U1228-120 Salt Lake City, UT 84111 Facsimile: (801) 246-5053
To Owner: (as to Lot 6)	American Momentum Bank a Florida banking corporation One Urban Centre 4830 West Kennedy Blvd., Suite 200 Tampa, FL 33609

7. Subsection 34(e) is hereby deleted from the Agreement.

8. Exhibit "D" to the Agreement is hereby deleted and replaced with the new Exhibit "D" that is attached to this First Amendment as **Exhibit "B-1"** and incorporated herein by this reference, which only applies to the Property referenced herein, and the common areas and easement areas.

9. Exhibit "E" to the Agreement is hereby deleted and replaced with the new Exhibit "E" that is attached to this First Amendment as **Exhibit "C-1"** and incorporated herein by this reference.

10. Except as modified by this First Amendment, the Parties ratify the terms of the Agreement. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. This First Amendment, signed and transmitted by facsimile or electronic mail, shall be deemed to be and shall be treated as an original document for all purposes, and shall be considered to have the same binding legal effect as an original signature on an original document. This First Amendment shall take effect as of the Effective Date.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to be executed as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

**ADVENTIST HEALTH SYSTEM/ SUNBELT,  
INC.**, a Florida not-for-profit corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Lars D. Houmann, Vice President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF ORANGE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned authority, personally appeared **LARS D. HOUMANN**, as Vice President of **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, who acknowledged before me that he executed the foregoing instrument on behalf of the corporation and that he was authorized to do so.

\_\_\_\_\_  
Signature of Notary Public

AFFIX NOTARY STAMP

\_\_\_\_\_  
(Print Notary Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

Type of Identification Produced: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

**CITY OF LAKE MARY**, a Florida municipal  
corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned authority, personally  
appeared \_\_\_\_\_, as \_\_\_\_\_ of the **CITY OF  
LAKE MARY, FLORIDA**, a Florida municipal corporation, who acknowledged before me that he/she  
executed the foregoing instrument on behalf of the City of Lake Mary, Florida and that he/she was  
authorized to do so.

\_\_\_\_\_  
Signature of Notary Public

AFFIX NOTARY STAMP

\_\_\_\_\_  
(Print Notary Name)  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
 Personally known, or  
 Produced Identification  
Type of Identification Produced: \_\_\_\_\_

**EXHIBIT "A-1"**

LOTS 3, 4A, 4B AND 7, RINEHART PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 75, PAGES 1 THROUGH 8, INCLUSIVE, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Tax Identification Numbers:

06-20-30-520-0000-0030

06-20-30-520-0000-04A0

06-20-30-520-0000-04B0

06-20-30-520-0000-0070

## EXHIBIT "B-1"

### EXHIBIT "D"

#### (PERMITTED C-1 and C-2 USES)

Permitted uses:

- (a) Any use permitted in the PO District.
- (b) General and medical office uses.
- (c) Retail sales establishments, such as bakeries, hardware stores, florists, gift shops, department stores, drug stores, and other similar businesses except for outdoor sales and flea markets.
- (d) Child care centers.
- (e) Dry cleaners with no on-site processing.
- (f) Personal service establishments.
- (g) Banks and financial institutions with drive-in facilities.
- (h) Adult congregate living facilities.
- (i) Nursing homes.
- (j) Community services and facilities.
- (k) Post offices.
- (l) Health clubs.
- (m) Pharmacies with drive-in business.
- (n) Drive-through businesses.
- (o) Film developing.
- (p) Shopping centers.
- (q) Convenience stores.
- (r) Package stores or liquor stores (liquor stores, however, shall not be permitted to have cocktail lounges).
- (s) Hotels or motels.
- (t) Catalog showrooms.
- (u) Community services and facilities.

- (v) Hospitals.
- (w) Restaurants/bars with on-site alcohol consumption sales that are less than or equal to fifty (50%) of total gross sales.
- (x) Free-standing Emergency Department as to the Property.
- (y) Emergency Helicopter Operations as to the Property.
- (z) Emergency Vehicles as to the Property.

EXHIBIT "C-1" (AS TO THE PROPERTY)

EXHIBIT "E"

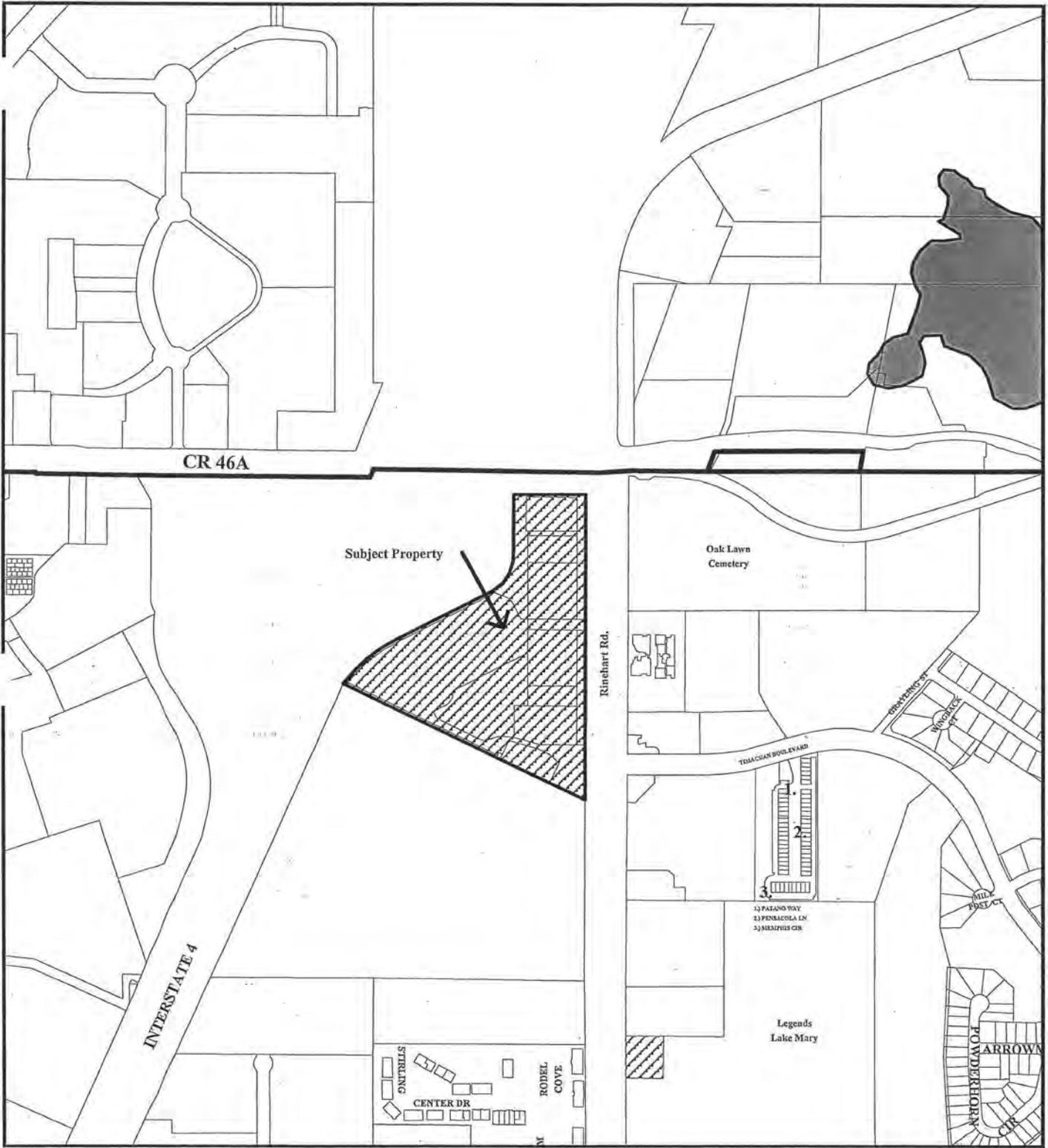
LOT DEVELOPMENT INFORMATION FOR THIS PHASE									
	LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	LOT 7	TRACT A	
AREA IN ACRES	1.07	0.81	1.69	2.28	1.44	0.83	7.54	1.19	
AREA IN SQUARE FEET	46,450	35,409	73,828	99,213	62,561	36,247	328,350	51,746	
PERMITTED USES**	1	1	1	1	1	1	2		
ZONING	PUD	PUD	PUD	PUD	PUD	PUD	PUD	PUD	
BUILDING SQUARE FOOTAGE	10,000	7,500	19,000	<del>25,000</del> 18,500	14,820	3,500	130,000		
REQUIRED PARKING SPACES	40	30	76	<del>100</del> 88	60	14	520		
FRONT BUILDING SETBACK	30 FT	30 FT	90 FT	<del>65</del> 60 FT	90 FT	20 FT	0		
FRONT BUILDING SETBACKS N/S	0 FT	10 FT/10 FT/10 FT/10 FT/10 FT/10 FT/10 FT/10 FT/10 FT	15 FT	<del>10 FT</del> 10 FT	15 FT	15 FT	0		
REAR BUILDING SETBACK	15 FT	15 FT	0 FT	0 FT	0 FT	0 FT	0		
REAR LANDSCAPE BUFFER***	0 FT	0 FT	0 FT	0 FT	0 FT	0 FT	0		
SIDE LANDSCAPE BUFFER***	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0 FT/0 FT	0		
REAR LANDSCAPE BUFFER***	0 FT	0 FT	0 FT	0 FT	0 FT	0 FT	0		
MAXIMUM BUILDING HEIGHT	45 FT	45 FT	45 FT	45 FT	45 FT	45 FT	55 FT/75 FT*		
PROPOSED IMPERVIOUS AREA	0.88 AC	0.62 AC	1.53 AC	<del>2.07</del> 1.98 AC	1.33 AC	0.58 AC	6.34 AC	0.42 AC	

LOT DEVELOPMENT INFORMATION FOR THIS PHASE									
	TRACT B	TRACT C	TRACT D	TRACT E	TRACT F	TRACT G	TRACT H	TOTAL	
AREA IN ACRES	0.62	2.91	0.62	0.38	0.82	1.37	0.01	23.58	
AREA IN SQUARE FEET	27,129	125,686	26,940	16,349	35,621	59,816	500	1,026,945	
PERMITTED USES**									
ZONING	PUD								
BUILDING SQUARE FOOTAGE									
REQUIRED PARKING SPACES									
FRONT BUILDING SETBACK									
SIDE BUILDING SETBACKS N/S									
REAR BUILDING SETBACK									
FRONT LANDSCAPE BUFFER***									
SIDE LANDSCAPE BUFFER***									
REAR LANDSCAPE BUFFER***									
MAXIMUM BUILDING HEIGHT									
PROPOSED IMPERVIOUS AREA	0.01 AC	0.24 AC	0.00 AC	0.31 AC	0.18 AC	0.04 AC	0.01 AC	14.56 AC	

\* OFFICE BUILDING HEIGHTS SHALL NOT EXCEED 55 FT WITH THE EXCEPTION OF ONE STRUCTURE, FRONTING INTERSTATE 4, WHICH SHALL NOT EXCEED 75 FT.  
**AS TO THE PROPERTY (LOT 4), COMMERCIAL BUILDING HEIGHTS SHALL NOT EXCEED 45 FT. PROVIDED THAT BUILDING ARCHITECTURAL FEATURES MAY BE UP TO 60 FT IN HEIGHT.**

\*\* PERMITTED USES:  
 1 - COMMERCIAL  
 2 - OFFICE

\*\*\* TRACTS A, B, C, D, E, F, G, AND H PROVIDES LANDSCAPE BUFFERS, UTILITY EASEMENTS, DRAINAGE EASEMENTS AND CROSS ACCESS EASEMENTS IN THEIR ENTIRETY.



Subject Property

Oak Lawn Cemetery

INTERSTATE 4

Rinehart Rd.

TELLACHAN BOULEVARD

12 PAFANO WAY  
21 PENACOLA LN  
23 ARKADIPUS CIR

Legends Lake Mary

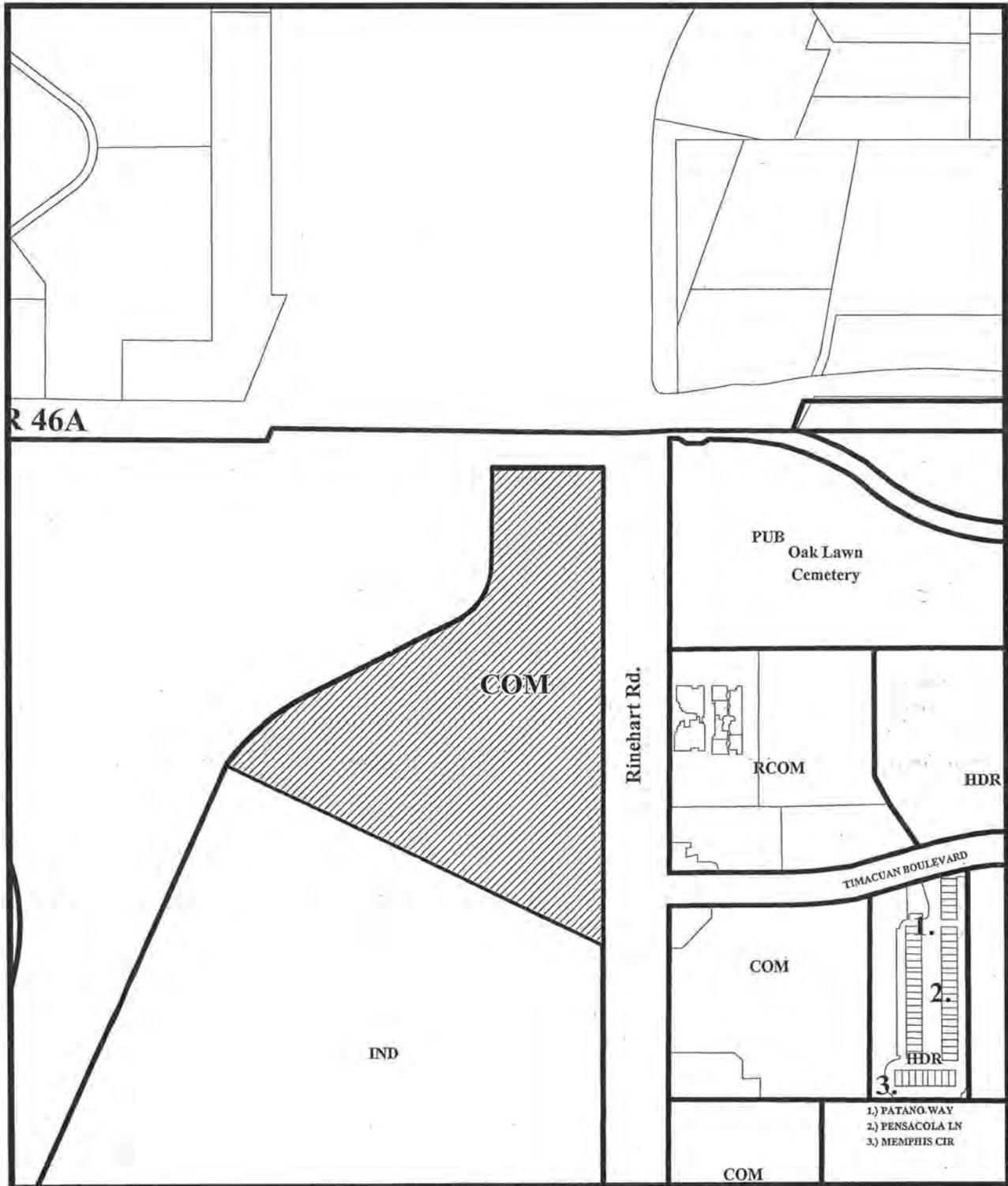
STIRLING  
CENTER DR  
RODEL COVE

POWDERHORN ARROW



# Location Map Rinehart Place



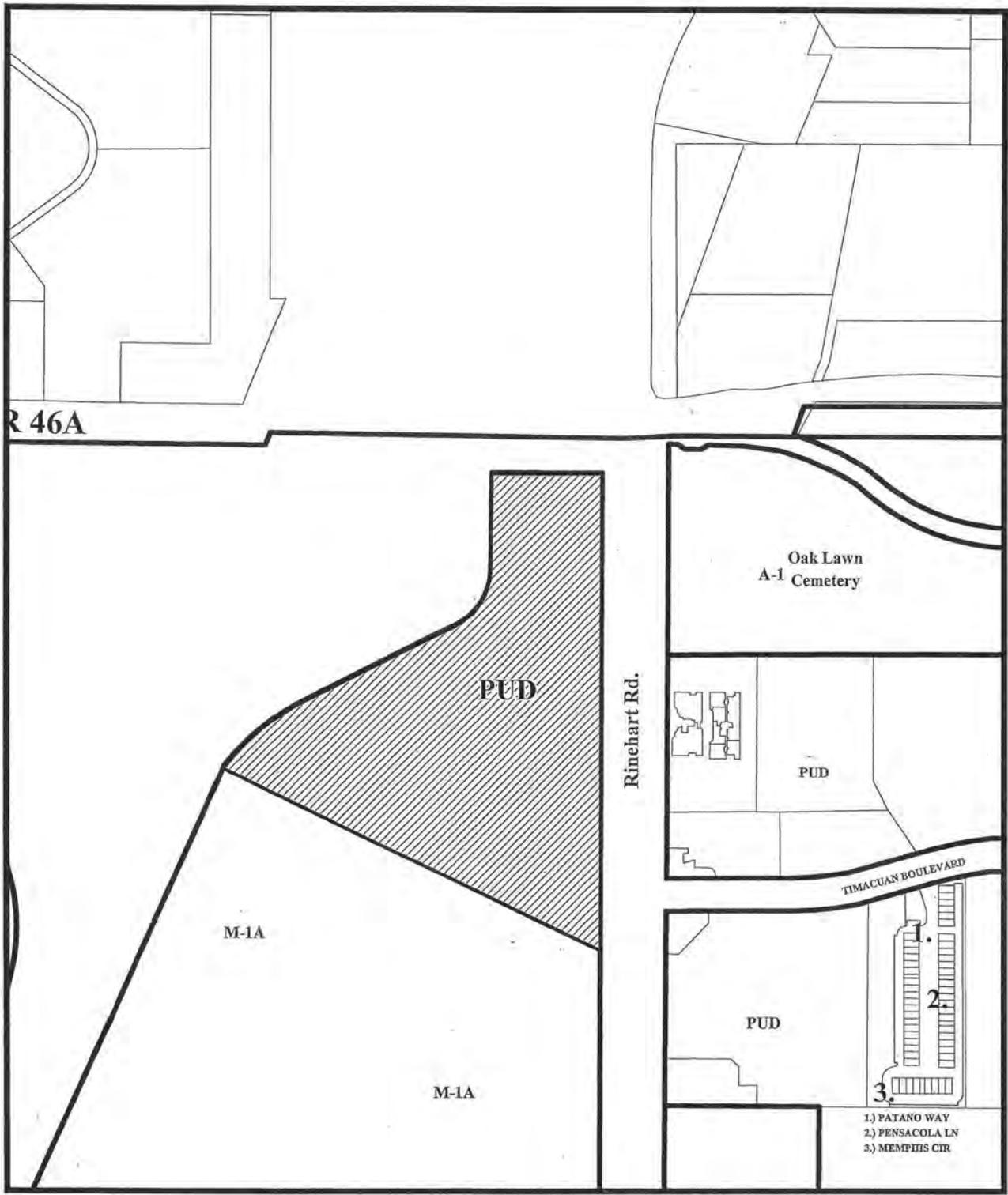


## Future Land Use Map



<b>RR</b> Rural Residential	<b>OFF</b> Office	<b>PUB</b> Public / Semi-Public Lands
<b>LDR</b> Low Density Residential (Max 2.5 DU / Acre)	<b>RCOM</b> Restricted Commercial	<b>DDD</b> Downtown Development District
<b>LMDR</b> Low / Medium Density Residential (Max 4 DU / Acre)	<b>COM</b> Commercial	<b>REC</b> Recreation
<b>MDR</b> Medium Density Residential (Max 6 DU / Acre)	<b>IND</b> Industrial	<b>SC PD</b> Seminole County PD
<b>HDR</b> High Density Residential (Max 9 DU / Acre)	<b>HIPTI</b> High Intensity Planned Development	



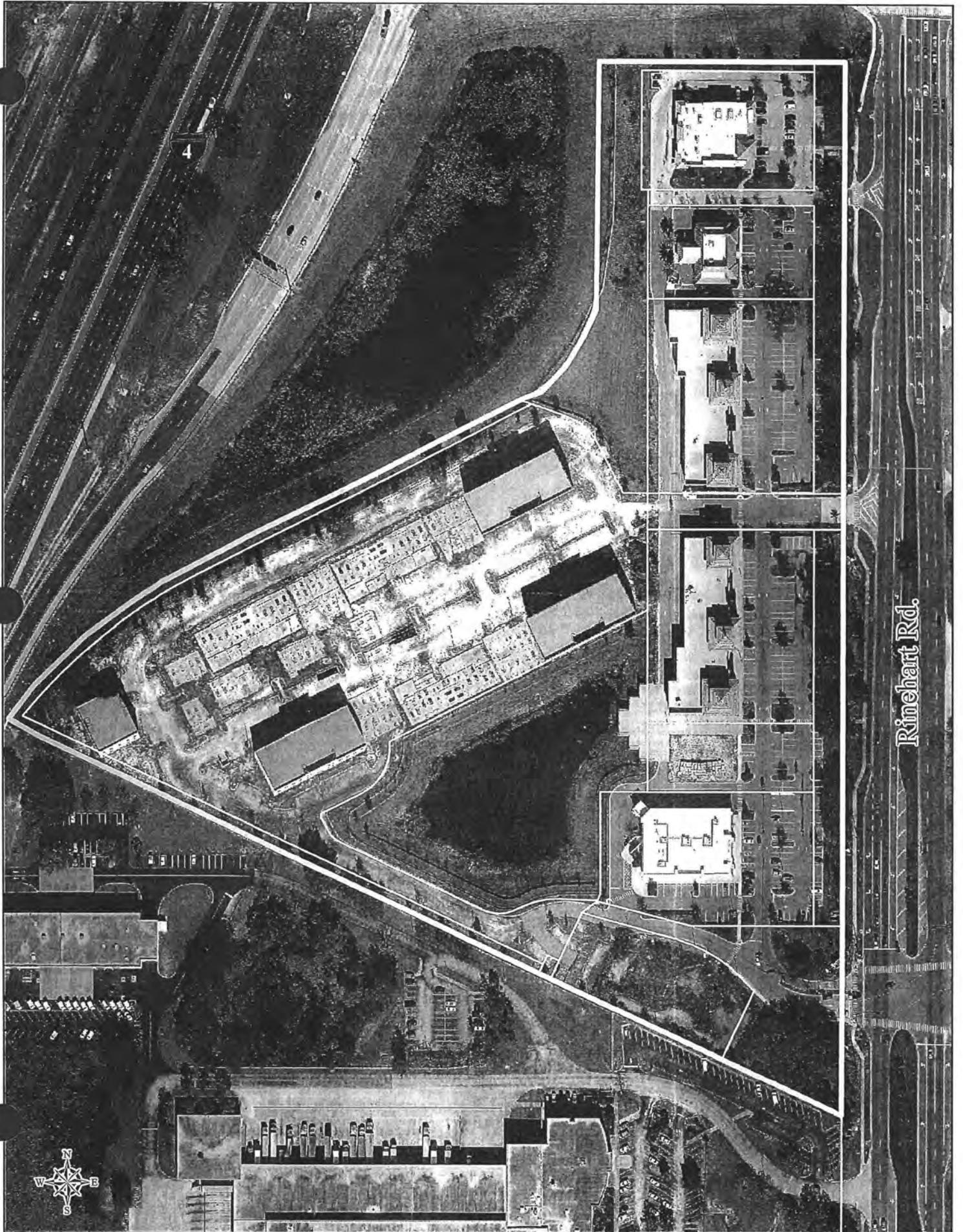


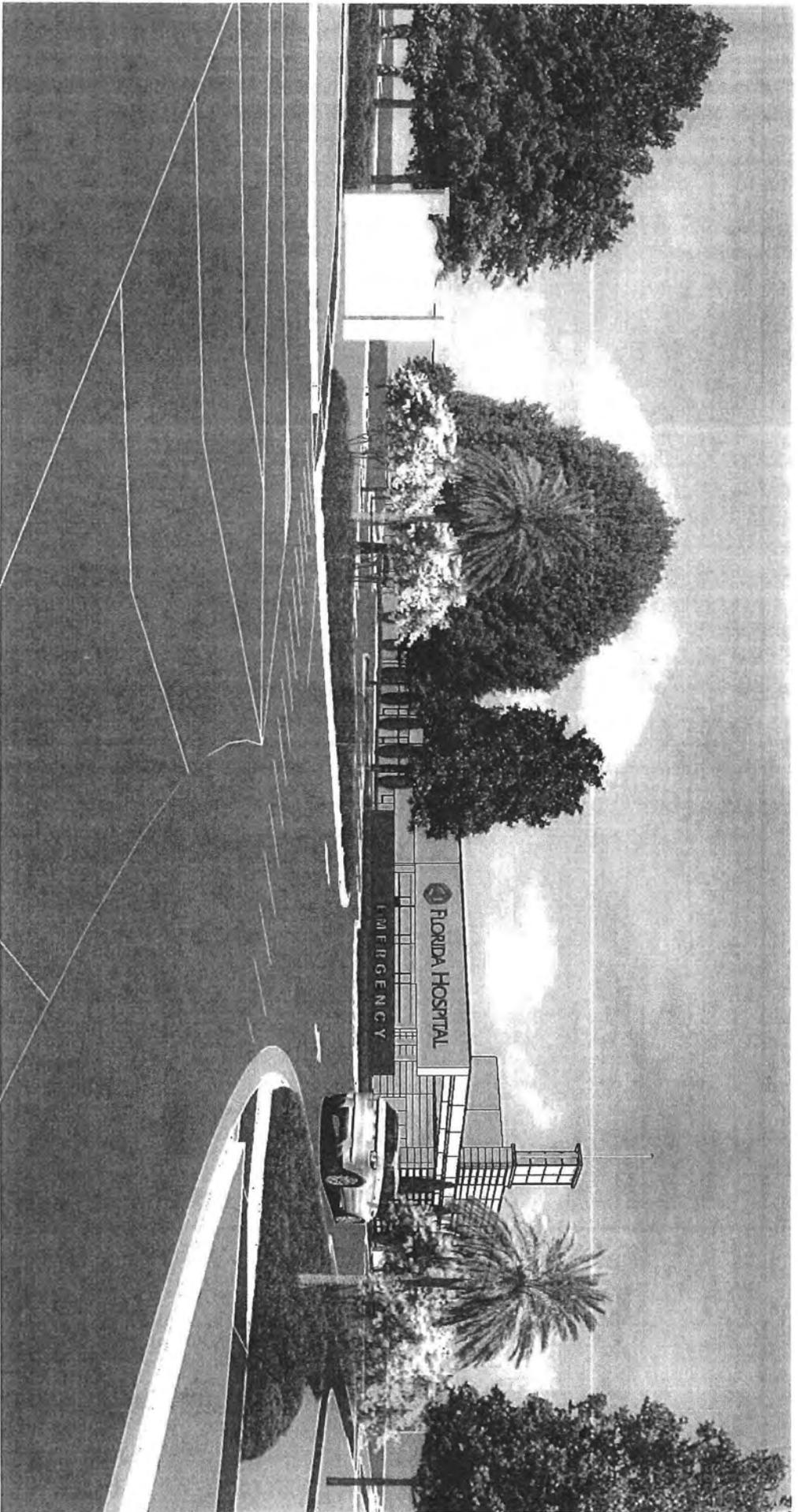
# Zoning Map



<b>A-1</b> Agriculture	<b>R-1AAA</b> Single Family	<b>PUD</b> Planned Unit Development	<b>M-1A</b> Light Industrial
<b>RCE</b> Rural Country Estate	<b>R-M</b> Residential	<b>PO</b> Professional Office	<b>M-2A</b> Industrial
<b>R-1A</b> Single Family	<b>R-2</b> One & Two Family	<b>C-1</b> General Commercial	<b>DC</b> Downtown Center
<b>R-1AA</b> Single Family	<b>R-3</b> Multiple Family	<b>C-2</b> Commercial Commercial	<b>GU</b> Government Use







Hunton  
Brady

FLORIDA HOSPITAL ES&D LAKE MARY  
PREHAPL ROAD VIEW STUDY - LAKE MARY, FLORIDA - APRIL 13, 2015

Littlejohn

DRAFT

1 VIII. New Business  
2

- 3 A. 2015-RZ-01: Recommendation to the City Commission regarding a proposed  
4 revision to the adopted Rinehart Place Final Planned Unit Development (PUD),  
5 from PUD to PUD, related to the proposed development of a Florida Hospital  
6 emergency medical facility, 950 Rinehart Road, Lake Mary, Florida; Applicant:  
7 Kimley-Horn & Associates, Inc./Jonathan Martin, P.E., for Adventist Health  
8 System/Sunbelt, Inc. (Public Hearing)  
9
- 10 B. 2015-SP-02: Request for Site Plan approval for a Florida Hospital emergency  
11 medical facility on Lot 4A of the adopted Rinehart Place Final Planned Unit  
12 Development (PUD), 950 Rinehart Road, Lake Mary, Florida; Applicant:  
13 Kimley-Horn & Associates, Inc./Jonathan Martin, P.E., for Adventist Health  
14 System/Sunbelt, Inc. (Public Hearing)  
15

16 Juan (John) A. Omana, Jr., Community Development Director, addressed  
17 housekeeping items and protocol. He explained that these are two separate but  
18 related items; that, procedurally, the amendment to the PUD will go to the City  
19 Commission at two separate readings, and the Planning and Zoning Board will  
20 be the terminal board for the Site Plan. He emphasized that if the Board elects to  
21 approve these two items, what staff will do is proceed with the Final PUD to the  
22 City Commission with the understanding that the Site Plan won't become  
23 effective until such time that the Final PUD is approved; that in order for the Site  
24 Plan to go through, the Final PUD is needed to be approved by the City  
25 Commission.  
26

27 Mr. Omana respectfully requested, as far as the public hearings are concerned,  
28 that the Board receive comments separately since, technically, they are two  
29 separate items.  
30

31 Mr. Omana then announced these items are quasi-judicial in nature; that Quasi-  
32 Judicial Sign-In Sheets (see attached) were located at the back of the chambers  
33 for any interested party to sign in order to be kept abreast of these matters.  
34

35 Jackie Sova, City Manager, said that she doesn't come before the Board that  
36 often; that she usually waits for these items to come before the City Commission,  
37 but these items tonight are unique in that this type of facility is new to Florida but  
38 very popular in other states. She stated that staff has worked very hard for  
39 several months now bringing this together. She informed the Board that present  
40 tonight is Lake Mary Fire Chief Frank Cornier. She said she has met with two of  
41 the HOAs, and the City has offered to meet with a third HOA, but they have been  
42 unable to get it on their schedule; that possibly the City will meet with them in the  
43 future. She stated that the City has spoken with a substantial amount of citizens,

1 nearly 200, about this issue, and she had been the principal one at one of those  
2 meetings. She requested a commitment from Florida Hospital, providing this  
3 development goes forward, that by the time the City issues a CO for the building  
4 itself, to provide the City with an answer, as well as addressing this issue tonight,  
5 as to what the Applicant intends on doing with the existing vacant structures that  
6 are either laying on the ground or partially erected towards the back of the site.  
7

8 Gary Schindler, City Planner, proceeded to present Item A. (PUD  
9 Amendment/Rezoning) and the related Memorandum (Staff Report) to the Board.  
10 The Location Map attached to the Staff Report was on the overhead projector. It  
11 is noted that Stephen Noto, Deputy City Planner, was putting documents on the  
12 overhead projector while Mr. Schindler was speaking. He explained what type of  
13 medical facility this will be; THAT IT WILL NOT BE A PLACE TO GET A  
14 PHYSICAL. He said that if you have a medical major emergency and you go to  
15 this facility for treatment, they are going to stabilize you, and if you need  
16 continued, multiple-day care, they are going to ship you out, which is one of the  
17 reasons why there is a heliport. He stated that they will not be equipped, nor will  
18 they have the facility, for overnight patients since this will not be a hospital but a  
19 triage center where you can get emergency medical care for most medical  
20 emergencies, but, in the long run, the more serious emergencies are going to be  
21 stabilized and then transported. He said this facility is intended to be everything  
22 that Centra Care is, those type of facilities, and more.  
23

24 Mr. Schindler explained that the PUD has two parts; one is the First Amendment  
25 to Master Development Agreement for Rinehart Place PUD and then there is a  
26 change to the Master Plan (Master Plan put on overhead projector). He pointed  
27 out on the overhead originally where the heliport was proposed, but stated there  
28 was a lot of concern with its location being there and was decided to be moved to  
29 the west side of the proposed building, more buffered from the residential areas  
30 and less intrusive.  
31

32 Mr. Schindler brought the Board's attention to the second page of the Staff  
33 Report under 5., Subsection 34, Prohibited Uses, where this section has been  
34 deleted regarding medical facilities that utilize the services of emergency  
35 vehicles. He also brought to the Board's attention immediately below that under  
36 6., Exhibit D, Permitted C-1 & C-2 Uses, where the Applicant is proposing to add  
37 three specific uses, i.e., a free-standing emergency department, emergency  
38 helicopter operations, and emergency vehicles.  
39

40 Mr. Schindler then discussed the height of the facility. He said the Applicant is  
41 proposing 45' high for the building (diagram entitled Florida Hospital FSED Lake  
42 Mary put on the overhead projector) and the architectural feature may be as high  
43 as 60'.

1 Mr. Schindler stated that the Applicant is requesting a 0 building setback to the  
2 north, but the rest of what is incorporated in the First Amendment is more  
3 housekeeping than anything else.  
4

5 Mr. Schindler brought up concerns of noise, visual impact, and the structures (tilt  
6 walls) on Lot 7. He said that he believed the City has a commitment that, prior to  
7 the issuance of a CO of the proposed building on Lot 4A, those structures will be  
8 demolished and it will be cleared ground. He encouraged Mr. Owen to come  
9 forward to the podium and confirm that for the record.  
10

11 Borrón J. Owen, Jr., with the law firm of Gray Robinson, P.A., 301 E. Pine Street,  
12 S. 1400, Orlando, Florida 32801, came forward representing Florida Hospital and  
13 addressed the Board in favor of both the proposed PUD Amendment and Site  
14 Plan. He confirmed that Florida Hospital agrees that prior to issuance of a CO  
15 for the emergency department up front, they will demolish all of the buildings (tilt  
16 walls) that are currently existing onsite. He stated that the front two buildings will  
17 have to be torn down for the emergency department and they will take the back  
18 buildings down as well. He said that they may leave the slabs in the back  
19 because they are not sure what they are going to do, but they will at least take  
20 them down to the slabs and keep the grass cut. He stated that they may try to  
21 utilize some of the slabs because it gets more expensive trying to remove slabs;  
22 that they thought the offensive piece was really the buildings (tilt walls in the  
23 back) themselves. He said that they will work with staff when they go through the  
24 demolition permit phase.  
25

26 Mr. Omana offered that if that is going to be a condition, that that will be a  
27 condition under both the PUD and the Site Plan.  
28

29 Mr. Schindler showed graphics, as a result of working with the architect,  
30 representing the distance from the proposed emergency department to six  
31 residential communities addressing the concern of visual impact. He said that  
32 these show what you are going to see from the north end of the building where  
33 the architectural feature is going to be located, but this does not take into account  
34 the landscaping and the buildings that exist between them. The graphics depict  
35 as if there is nothing in between them, just bare earth and nothing to obstruct the  
36 view. The first graphic, Timacuan Bell, was put on the overhead projector  
37 followed by Timacuan Townhomes, Timacuan (off of Grayling), Legends  
38 Apartments, Woodbridge Lakes, and Manderley. He stated that this proposed  
39 architectural feature is going to be 10' taller than the architectural feature at  
40 Stirling Center, which is 50' tall, since this proposed architectural feature is  
41 proposed up to 60' tall (diagram entitled Florida Hospital FSED Lake Mary put  
42 back on the overhead projector). He commented that he thought it is not going to  
43 be any great visual impact that some people are concerned about.

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1 Mr. Schindler next invited Lake Mary Fire Chief Frank Cornier to come to the  
2 podium and discuss the issue of noise from the sirens on the emergency  
3 vehicles.  
4

5 Frank Cornier, Fire Chief, City of Lake Mary, came forward. He said there are  
6 two Lake Mary rescue units (Wallace Court and Crystal Lake Avenue), plus  
7 rescue units from Sanford and Seminole County, that would probably be using  
8 this facility. He stated that currently the hospitals the City uses mostly are  
9 Central Florida Regional, South Seminole in Longwood and Florida Altamonte.  
10 He said that the City would probably use this proposed facility regularly unless it  
11 was a critical matter, then they would go to the three hospitals they use and  
12 maybe even into Orlando. He stated that as far as approaching the proposed  
13 hospital, their sirens wouldn't usually be on because they wouldn't be  
14 transporting a critical situation to this proposed facility, and leaving this facility  
15 they wouldn't have their sirens and lights on going back to one of the fire stations  
16 unless it would be because they got an emergency call leaving the proposed  
17 hospital to another location. He mentioned that Florida Hospital has their own  
18 private ambulance with their own protocols, but he believed they would pretty  
19 much follow the same standards as the City as far as using lights and sirens  
20 coming in and out.  
21

22 Mr. Schindler said that the Master Plan shows (Master Plan put back on  
23 overhead projector) that the existing 19,000 square-foot building will be  
24 demolished and in its place a building constructed of 18,500 square feet, which  
25 will require fewer parking spaces and less impact traffic-wise, certainly not  
26 violating the threshold of 6,171 trips, which is the maximum number of trips that  
27 can be developed on this property without triggering a new traffic study. He  
28 stated that as the back portion, Lot 7, develops, staff will continue to monitor the  
29 trips, and if the Applicant crosses the threshold of 6,171 trips, they will be  
30 advised they need a new traffic study.  
31

32 Mr. Schindler addressed the four rezoning criteria listed in the Staff Report. He  
33 informed the Board this is technically a rezoning in that it will go from PUD to  
34 PUD; that this is not the first time the Board has seen this type of application and  
35 been asked to act upon it. He relayed to the Board that if they have any specific  
36 questions about the criteria, staff is here to answer them; that staff believes this  
37 rezoning meets all the criteria.  
38

39 Mr. Schindler then read aloud into the record Finding of Fact No. 5 listed on page  
40 7 of the Staff Report as follows: Staff finds the proposed revision of the approved  
41 Final Development Plan consisting of the First Amendment to Master  
42 Development Agreement for Rinehart Place PUD and a revised Master Plan to

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1 be consistent with Florida Statutes, City of Lake Mary Comprehensive Plan, and  
2 City of Lake Mary Code of Ordinances.  
3

4 Mr. Schindler reminded the Board that if this item is recommended for approval, it  
5 will be subject to the condition that prior to the issuance of a CO for the building  
6 on Lot 4A Rinehart Place, the developer shall improve the safety and aesthetics  
7 of Lot 7. This shall include demolishing and removing the building shells, both  
8 those erect and those lying on the ground. The developer shall also remove all  
9 construction materials, junk, and debris. The developer shall mow the area on a  
10 regular basis. The building slabs may remain; however, there shall not be any  
11 construction materials that extend above the plane of the slab.  
12

13 Mr. Omana added that the City would want the circulation configuration of that  
14 back lot to be provided in the event somebody needs to get back there to include  
15 tilt wall components that were laid out on some of the parking areas and aisles of  
16 the subject area. He said, "so, when the City says clean up, it's saying clean up  
17 those things blocking the access ways and parking areas to include construction  
18 equipment/debris".  
19

20 Chairman Hawkins pointed out that for it to be safe is going to take a lot of work  
21 because it's going to have to be all graded to where it's even with the top of the  
22 foundation because there are footwalls and foundations that aren't level with the  
23 ground.  
24

25 Mr. Omana agreed that the grading issue would be another question that would  
26 have to be looked at.  
27

28 Mr. Owen came back to the podium expressing that Florida Hospital is excited  
29 about being in Lake Mary and the opportunity to provide a stand-alone  
30 emergency department to address the health care needs of the Lake Mary  
31 community and are concerned about safety (people hiding or lurking), health,  
32 being a good neighbor, and achieving all of their goals in Lake Mary as they have  
33 at other locations; however, he stressed that their application currently before the  
34 Board is solely for a stand-alone emergency department up at the front of the  
35 property. He stated that once they get concrete plans for Lot 7, Florida Hospital  
36 will come back to the City and will examine what will happen there, but the  
37 property in the back is not intended to be a hospital because there is not enough  
38 land. He reiterated that Florida Hospital will commit to take down the structures,  
39 to include taking the tilt walls lying in the parking lot, or wherever, away, keep the  
40 grass mowed and keep it safe and clear since they want people that come to this  
41 emergency department to feel safe and does not want any criminal activity  
42 occurring in the back. He said that it would be hard to commit to grade Lot 7 or  
43 bring dirt in because, again, they are not proposing any construction there. He

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stated that their offer is because Florida Hospital recognizes what's happening in the back and wants to change that and be a good neighbor. He said that Florida Hospital has owned all of the undeveloped property since late 2013; that their original plan was to have this facility finished and operational by the end of 2015. He stated that Florida Hospital wants people to drive by and say that's the new Florida Hospital facility, not what's that dump in the back because that is not how they want to be perceived. He hoped this would help with the commitment.

Mr. Schindler informed the Board that if, in the future, Florida Hospital did want to build a hospital in the back, they would have to come back and amend the PUD again. He clarified/reiterated that what is currently before the Board is not a hospital but an emergency medical facility that is going to be open seven days a week, 24 hours a day; that there will not be patients staying over for extended days because those type of patients will be transported to another facility where they can get that particular kind of care.

Mr. Schindler proceeded to present Item B. (Site Plan) and the related Memorandum (Staff Report) to the Board. He said this involves approval for a proposed 18,500 square-foot emergency medical facility on Lot 4A that's already partially constructed, dried in. He stated that staff previously dealt with Sam Snead's Chef Desmond for months, but the property went into receivership (the state of being held by a receiver, especially in cases where a company cannot meet its financial obligations). He said that Florida Hospital is going to come in and demolish the existing building/shell where Sam Snead's restaurant was going to be except that the new facility will not be quite as large, and there is going to be a porte-cochere at the north end that is going to extend out into what is now the western drive aisle and parking spaces, so that when someone comes to the proposed facility, they can load and unload passengers without having to get into the weather. He stated this is why we are eliminating a few of the existing parking spaces, but because this overall footprint is smaller, we end up with more than enough parking spaces and there is still the area in back. He said that, at this point, staff is not concerned about the parking spaces or the overall number of trips or peak-hour impact because an emergency medical facility has a very different peak hour than retail, office, or restaurant.

Mr. Schindler stated that the amount of pervious area is not being increased; in fact, it will be decreased. He said that the stormwater facility is intact; that it was designed for a 19,000 square-foot building, and since this is proposed at 18,500, it is more than adequate. He stated that the parking spaces are sufficient. He said that there is no change in utilities; that they are going to have City water, City sewer, and reuse water. He said there are a few minor landscaping issues, but they can be easily corrected as a condition. He stated that the outdoor lighting is not going to change. He reminded the Board that staff has already

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1 done a final inspection on this facility and it passed; that Community  
2 Development, engineering, and Public Works have all looked at this and said the  
3 Applicant met all commitments/concerns, and now an 18,500 square-foot  
4 building is being proposed at 500 square feet smaller than what is there now.  
5

6 Mr. Schindler concluded his presentation by reading aloud the Findings of Fact  
7 listed on page 5 of the Staff Report, as follows: Staff finds the proposed Site  
8 Plan for an 18,500 square-foot emergency medical facility meets all relevant  
9 development standards of the Rinehart Place PUD and the City Code of  
10 Ordinances. He then reviewed the first three conditions associated with the Site  
11 Plan (see below under motion). He noted that the first condition is the same  
12 condition under the PUD Amendment that was just heard, and the first and third  
13 conditions came in after the agenda packets were distributed. As far as the  
14 second condition, he stated that this is only for the canopy trees that are shown  
15 in the parking lot; that all of the other landscape plantings are not required and,  
16 therefore, they do not have to meet City code.  
17

18 Chairman Hawkins requested Mr. Noto blow up the square on the master plan on  
19 the overhead projector. He wanted to ensure that the porte-cochere is going to  
20 be high enough for visiting delivery trucks. After seeing the Applicant's  
21 representative nod affirmatively, Mr. Schindler said to let the record reflect that  
22 Florida Hospital says, yes, that a semi, or other delivery trucks, can access the  
23 14-foot height of the porte-cochere. He stated, however, that he would imagine  
24 that there would be signage directing delivery trucks away from the emergency  
25 room.  
26

27 Chairman Hawkins commented that ingress and egress is being blocked by  
28 putting that porte-cochere there. He said because there are going to be delivery  
29 trucks, he would request that the Applicant agrees to eliminate the landscape  
30 island to the east of the porte-cochere to allow ingress and egress to that parking  
31 lane to the middle entrance.  
32

33 Mr. Owen agreed/committed to what would be the fourth condition (see below  
34 under motion).  
35

36 Jennifer Stickler with Kimley-Horn and Associates, Inc., 3660 Maguire Blvd., S.  
37 200, Orlando, Florida 32803, came forward in favor of the proposed Site Plan  
38 and also agreed to the fourth condition.  
39

40 Chairman Hawkins stated that really what he was interested in is having a dual  
41 entrance there.  
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Mr. Owen agreed to making those changes in the drawings prior to this going to City Commission.

Mr. Omana suggested making the changes at the time of site construction permit so things can be consistent and the City Commission can review these same documents at their level.

Mr. Owen agreed to that as well.

Mr. Omana suggested adding a sentence at the end of the first condition to the effect of "this condition is also enumerated in the PUD Amendment" (see motion below).

Vice Chairman Taylor asked Mr. Schindler what other expressed concerns of the public there are besides noise and traffic.

Mr. Schindler answered, visual impact. He said that he believed staff has addressed this, but what he has shown the Board does not take into account the landscaping, etc., between.

Chairman Hawkins requested the Applicant come forward and address the Board.

Mr. Owen returned to the podium and the third condition was further discussed. He decided he did not want to come back in the future before the P&Z for Site Plan approval for a helipad and accepted the third condition. He concluded, requesting the Board recommend approval to the City Commission of the PUD Amendment and Site Plan and that their whole crew was present if the Board or public had any questions.

Vice Chairman Taylor questioned Mr. Owen if there is any data that he possesses from other similar Florida Hospital facilities about emergency vehicle trips per day on average that require lights, sirens, or helicopters that can address the citizens' concerns.

Mr. Owen answered affirmatively. He stated that their experience has been that helicopter traffic is minimal, maybe a few a week; that their helicopter would not be bringing patients to the proposed facility but would be transporting from the proposed facility to other hospitals depending upon care. He said the helicopter is the best transporter and would only be used as needed due to the health necessity of the patient. He stated that the same goes for ambulances; that they would be used for patient transport only to other hospitals when the physician requires it, medical necessity, or when the life of the patient is in need. He said

1 that trauma victims will not be picked up and brought to the proposed facility, and  
2 this will be minimal just like the helicopter. He stated that most of the patients at  
3 the proposed facility will be drive-in patients.

4  
5 Fire Chief Cornier came back to the podium and added that, just for Lake Mary,  
6 there will be approximately 20-30 emergency vehicles per month coming into the  
7 proposed facility. He said he couldn't speak for other surrounding jurisdictions.

8  
9 Mr. Schindler commented that that adds up to one to two ambulances per day.

10  
11 Member Fitzgerald questioned Ms. Stickler, once the ambulances drop off, where  
12 will the ambulances go to leave the facility, especially if they are going north?

13  
14 Ms. Stickler responded, right where Lot 4A is, there's a driveway through there  
15 (indicating to overhead projector). It can come around and back through that  
16 driveway and can turn right back around to go north.

17  
18 Mr. Schindler asked, but the ambulance will unload at the south end of the  
19 building and not at the porte-cochere at the north end because that is for the  
20 general public?

21  
22 Ms. Stickler answered affirmatively.

23  
24 Mr. Schindler added to that saying that the emergency ambulance is at the south  
25 end where there is also a porte-cochere, and the rectangle under Lot 4A is a  
26 mechanical area. He said the idea is to separate the public from emergency  
27 vehicles. You are either going to go to the light at Timacuan and make a left turn  
28 or you will go on Rinehart Road to the light and make a U-turn.

29  
30 Member Fitzgerald questioned, the parking won't be directional?

31  
32 Mr. Schindler replied, no. It's a 90-degree angle.

33  
34 Chairman Hawkins opened the hearing to public comment regarding both the  
35 PUD Amendment and the Site Plan.

36  
37 Francis Devlin, President of Woodbridge Lakes HOA (276 homes), 668 Pickfair  
38 Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida 32746, came forward.  
39 He stated that since there will no longer be retail on this site, it cannot become a  
40 tax-revenue-generating project for the City to pay for police and fire, and since  
41 this is proposed to be a four-story building, it will place an additional strain on the  
42 City's firefighters' ability to serve without a tower truck. He said that even though  
43 the City has a mutual-aid agreement with City of Sanford and Seminole County,

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the firefighters currently have to wait for a mutual- aid vehicle/tower truck to arrive if they are at the Marriott Hotel or Verizon building. He stated that he knew for a fact that you will not be able to lift those tilt walls up off of a slab once it's been there for seven years because of the condensation and everything else. He said that their/Woodbridge Lakes HOA's recommendation, as a group, is they would love to have all of those slabs removed because they have been looking at this property for over seven years. He also offered up a group recommendation to bring the ambulances through the rear of the facility because they are concerned about congestion and bottle-necking, especially since Florida Hospital isn't sure what they are going to do with the remainder of the subject property in the back. He also expressed concern of what the rear of the property will look like since there is no plan in place. He stated that Woodbridge Lakes is already challenged with the sirens reverberating off of the lake as rescue vehicles exit Wallace Court and enter onto Rinehart Road. He said that he agrees with the delivery truck situation. He stated that if you were to buy a foreclosed home in Woodbridge Lakes, you would be required to bring it up to the standard of the community and he believed that the City Commission should hold Florida Hospital to the same standard, and if these tilt walls are dropped down to slabs, there is no use for those existing slabs; that you cannot rebuild on those existing slabs. He expressed that he didn't want this to be about money; that their community wants the City Commission to do what's right for the citizens of Lake Mary and bring the subject property up to an overall safe, clean, and aesthetically pleasing development. He also suggested lighting the back of the property if there are going to be working roads back there.

Alfred Cann, 358 Lake Dawson Place (Woodbridge Lakes Unit 2A), Lake Mary, Florida 32746, came forward. In an effort to not be redundant, he expressed that he totally agrees with everything Mr. Devlin just said. He added that the slabs are going to have to be addressed sooner or later and his community would like them addressed NOW.

Dianne Crissey, 560 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida 32746, came forward and said that she was in opposition to both applications before the Board. She stated that she didn't believe this type of facility belongs in the midst of three residential communities (Woodbridge Lakes, Timacuan, and Manderley) and would not be an asset.

Richard Burnham, 450 Chickee Court (Timacuan Unit 15), Lake Mary, Florida 32746, came forward. He said that he is on the HOA Board for Timacuan and he just wanted to make it clear that Ms. Crissey does not speak for Timacuan. He stated that Timacuan residents have met with Florida Hospital representatives but they have not taken a vote yet.

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James Heeren, 788 Pickfair Terrace (Woodbridge Lakes Unit 2B), Lake Mary, Florida 32746, came forward. He also expressed that he totally agrees with everything Mr. Devlin just said; that he appreciates Florida Hospital's plans but would like to see a few changes to them.

Herbert Stover, 933 Pickfair Terrace (Woodbridge Lakes Unit 2B), Lake Mary, Florida 32746, came forward. He also expressed that he totally agrees with everything Mr. Devlin just said;

Lori Grane, 433 Riseman Court (Woodbridge Lakes Unit 1), Lake Mary, Florida 32746, came forward. She said her biggest concern is unrelated but has to do with the future widening of Rinehart Road in that all those beautiful trees and landscaping in the median would be lost, but she thought the proposed development will be a nice addition and certainly an upgrade to what is currently there.

Eric Garcia, 569 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida 32746, came forward. He also expressed that he totally agrees with everything Mr. Devlin just said.

Karin White, 549 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida 32746, came forward. She also expressed that she totally agrees with everything Mr. Devlin just said and echoed Ms. Grane's concerns about the future widening of Rinehart Road.

Andrew Goodman, Vice President of Woodbridge Lakes HOA, 464 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida 32746, came forward. He also expressed that he totally agrees with everything Mr. Devlin just said.

Catherine Garcia, 569 Pickfair Terrace (Woodbridge Lakes Unit 1), Lake Mary, Florida 32746, came forward. She also expressed that she totally agrees with everything Mr. Devlin just said, that she is very grateful that Florida Hospital is coming, and sees it as an asset if it means saving a loved one. She stated that since Florida Hospital's theme is let's live to 100 years, she suggested some kind of 5-K run or educational information about what to do to live to that magic number of 100 and, therefore, giving back to the community to make it better and healthier.

Monique Cutnaw, 929 Pickfair Terrace (Woodbridge Lakes Unit 2B), Lake Mary, Florida 32746, came forward. She also expressed that she totally agrees with everything Mr. Devlin just said. She requested a better explanation on how all the sirens are going to work in terms of when they might be heard and what the rules are concerning when they would be used and the hours. She also

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wondered if there was a standard for not only Florida Hospital using sirens but the other emergency vehicles.

Fire Chief Cornier answered that the sirens are going to be utilized when there is a life-threatening emergency or when they are responding to an emergency, but when they leave the Wallace Court fire station after 10 o'clock p.m., they do not use the sirens on Wallace Court; that once they get onto Rinehart Road and they have to move traffic, they utilize the sirens. He said he couldn't predict what time of the day sirens will be used.

Mr. Owen came back to the podium emphasizing that the widening of Rinehart Road is not a part of this application.

Hearing no further public comment, Chairman Hawkins closed that portion on both items and entertained board discussion and/or a motion.

Chairman Hawkins commented that he believed that Lot 7 will be fenced in and secured and certainly much more pleasing than it looks now.

Vice Chairman Taylor commented that she thought it was economically viable. She felt it was appropriate for them to offer to take the tilt walls down and would be a great improvement from what is there now.

Chairman Hawkins commented that we are moving in "a direction" rather than "no direction".

Member Fitzgerald commented that it seems that it's just too ambiguous/too incomplete to him for Florida Hospital to say they're going to clean it up and make it look a little bit nicer.

Mr. Schindler assured Member Fitzgerald that he felt very certain that the City Commission is going to push this issue to make sure they are happy with what the commitment is regarding Lot 7.

Member Schofield asked Mr. Schindler if staff knows if those foundations on Lot 7 will become unusable if the tilt walls are torn down.

Mr. Schindler responded that he could not answer that since that would be an engineering question; that a structural engineer would have to make that determination, and there is no one on City staff that is qualified to address that.

**MOTION:**

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Member Schofield moved to recommend approval to the City Commission the request by Kimley-Horn & Associates, Inc./Jonathan Martin, P.E., for Adventist Health System/Sunbelt, Inc., regarding a proposed revision to the adopted Rinehart Place Final Planned Unit Development (PUD), from PUD to PUD, related to the proposed development of a Florida Hospital emergency medical facility, 950 Rinehart Road, Lake Mary, Florida, consistent with staff's five Findings of Fact listed in the Staff Report and subject to the following condition. Member Fitzgerald seconded the motion, which carried unanimously 4-0.

**CONDITION:**

1. Prior to the issuance of a CO for the building on Lot 4A Rinehart Place, the developer shall improve the safety and aesthetics of Lot 7. This shall include demolishing and removing the building shells, both those erect and those lying on the ground. The developer shall also remove all construction materials, junk, and debris. The developer shall mow the area on a regular basis. The building slabs may remain; however, there shall not be any construction materials that extend above the plane of the slab.

**MOTION:**

Member Schofield moved to approve the request by Kimley-Horn & Associates, Inc./Jonathan Martin, P.E., for Adventist Health System/Sunbelt, Inc., for a Site Plan for a Florida Hospital emergency medical facility on Lot 4A of the adopted Rinehart Place Final Planned Unit Development (PUD), 950 Rinehart Road, Lake Mary, Florida, consistent with staff's Findings of Fact listed in the Staff Report and subject to the following four conditions. Member Fitzgerald seconded the motion, which carried unanimously 4-0.

**CONDITIONS:**

1. Prior to the issuance of a CO for the building on Lot 4A Rinehart Place, the developer shall improve the safety and aesthetics of Lot 7. This shall include demolishing and removing the building shells, both those erect and those lying on the ground. The developer shall also remove all construction materials, junk, and debris. The developer shall mow the area on a regular basis. The building slabs may remain; however, there shall not be any construction materials that extend above the plane of the slab. This condition is also enumerated in the PUD Amendment.
2. The proposed revisions to the Rinehart Place PUD are adopted by the City Commission, and prior to the issuance of a site construction permit,

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Sheet L101 is revised to indicate the plantings within the parking lot and that such plantings shall have a minimum height of fifteen (15) feet and a minimum width of three and one half (3.5) inches at caliper.

3. Prior to the issuance of a site construction permit, the Applicant will provide a sheet that shows an engineered drawing of the proposed helipad on Lot 7 (west of the building and not south of the building) that is in compliance with the proposed master plan.
4. Planning and Zoning Board recommends that the Applicant agrees to eliminate the landscape island to the east of the porte-cochere to allow ingress and egress to that parking lane to the middle entrance.

Mr. Omana announced that these two items will move forward to the City Commission for first reading on May 21, 2015, and second reading on June 4, 2015.

Mr. Schindler announced that unless the master plan is approved by the City Commission on two readings, the Site Plan approval is moot.

**QUASI-JUDICIAL SIGN-IN SHEET**  
4/28, 2015  
**PLANNING AND ZONING BOARD MEETING**  
(please print)

Name Celinda Benitez Phone No. 407 302-3778  
Address 557 Pickfair Terrace Lake Mary FL 32746  
Item of Interest Noise and Traffic

Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

Item of Interest \_\_\_\_\_

Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

Item of Interest \_\_\_\_\_

Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

Item of Interest \_\_\_\_\_

Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

Item of Interest \_\_\_\_\_

Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Address \_\_\_\_\_

Item of Interest \_\_\_\_\_

**QUASI-JUDICIAL SIGN-IN SHEET**  
4/28, 2015  
**PLANNING AND ZONING BOARD MEETING**  
(please print)

**Name** Richard Read Phone No. 407-314-7030

**Address** 5387 Glenlake Place Sanford FL 32771

**Item of Interest** 2015-RZ-01 & 2015-SP-02

**Name** \_\_\_\_\_ Phone No. \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_

**Name** \_\_\_\_\_ Phone No. \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_

**Name** \_\_\_\_\_ Phone No. \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_

**Name** \_\_\_\_\_ Phone No. \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_

**Name** \_\_\_\_\_ Phone No. \_\_\_\_\_

**Address** \_\_\_\_\_

**Item of Interest** \_\_\_\_\_



## *CITY MANAGER'S REPORT*

DATE: June 4, 2015  
TO: Mayor and City Commission  
FROM: Jackie Sova, City Manager  
SUBJECT: City Manager's Report

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

1. Police Pension Information.



## CITY MANAGER'S REPORT

DATE: June 4, 2015  
TO: Mayor and City Commission  
FROM: Dianne Holloway, Finance Director  
VIA: Jackie Sova, City Manager  
SUBJECT: Police Pension information

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As a follow-up to the Strategic Planning Workshop held on February 26, 2015, in which we discussed the Police Pension Board's request to increase benefits, please find attached pension information for your review.

Attachment 1 – Pension information for the last ten (10) fiscal years to include: Total City Pension Contributions by Plan, Police Pension Contributions by Source, City Contribution as a % of Police Payroll and Options to consider.

Attachment 2 – From the Actuarial Report dated 10/1/2014, the table of the Excess State Monies Reserve since 1998. The handwritten calculations to the right represent how much the City has had to contribute towards the past "zero cost benefit increases". The second page is the Age and Service Distribution table that represents the current member population. The third page is the Summary of the Actuarial Report which summarized contributions to be made in the fiscal years 2015 and 2016.

Attachment 3 – Chapter 175/185 Participating Plans Benefit Accrual Rates – published by the Florida Department of Management Services.

Attachment 4 – A Benefits Comparison Chart of all participating municipalities also published by the Florida Department of Management Services.

We will be requesting to hold a workshop prior to the July 9, 2015, Commission meeting to continue the discussion on the request for benefit increase. The City's pension attorney will be present to answer any questions.

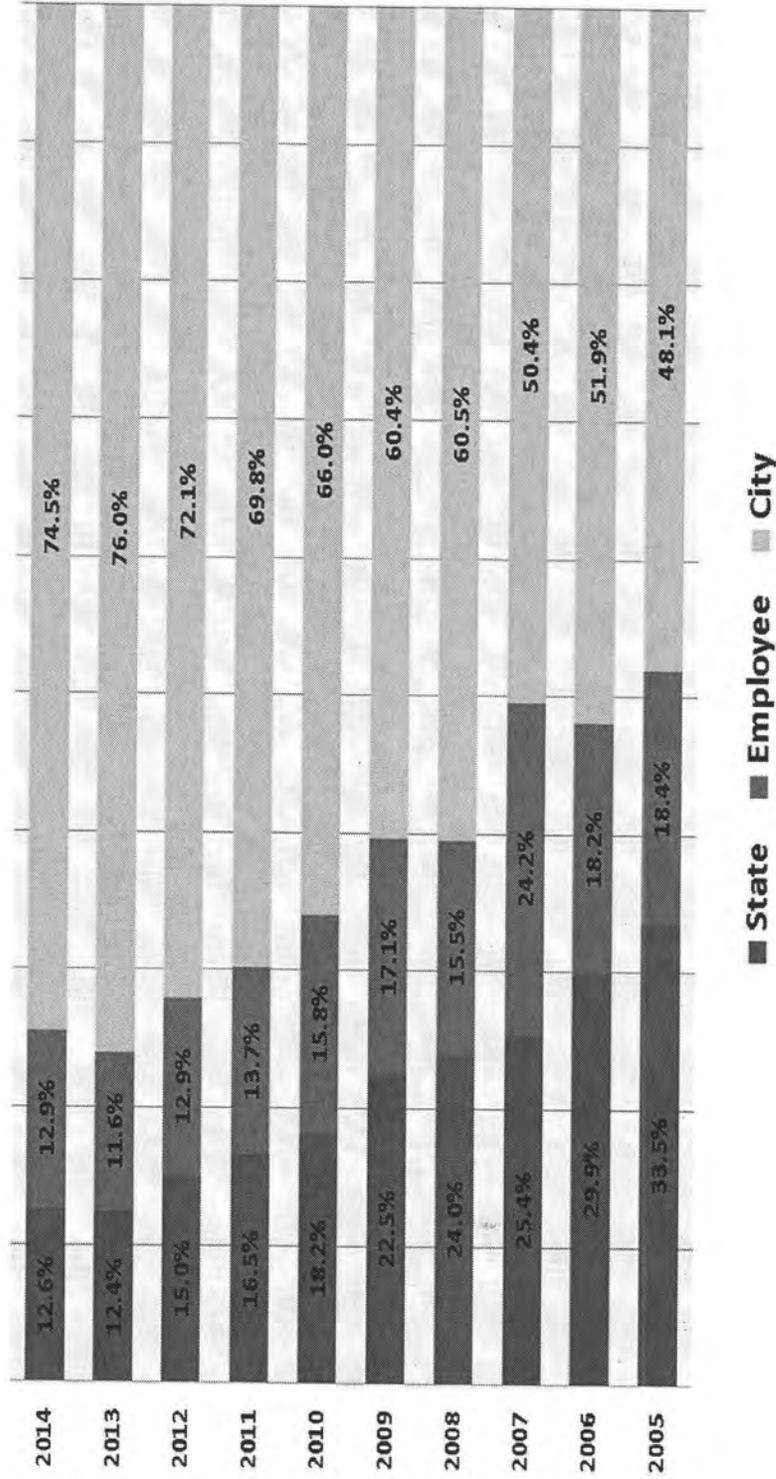
## HISTORY OF TOTAL CITY PENSION CONTRIBUTIONS BY PLAN

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Total City Contributions	677,983	785,369	1,247,191	1,295,884	1,504,661	1,404,799	1,483,966	1,594,219	1,821,481	1,886,077
Police	259,429	312,105	375,879	453,738	411,742	467,575	559,459	621,356	778,571	789,579
Fire	216,287	258,370	325,941	369,448	587,572	512,085	427,792	503,688	544,682	571,425
General employees	202,267	214,894	545,371	472,698	505,347	425,139	496,715	469,175	498,228	525,073
Total % of ad valorem dollars	11.2%	12.0%	16.2%	16.7%	19.0%	19.2%	22.9%	26.3%	30.2%	30.7%
% of ad valorem dollars by plan										
Police	4.2%	4.7%	4.9%	5.8%	5.2%	6.4%	8.6%	10.3%	12.9%	12.9%
Fire	3.6%	4.0%	4.2%	4.8%	7.4%	7.0%	6.6%	8.3%	9.0%	9.3%
General employees	3.4%	3.3%	7.1%	6.1%	6.4%	5.8%	7.7%	7.7%	8.3%	8.5%
% of total contributions by plan										
Police	38.3%	39.7%	30.2%	35.0%	27.3%	33.3%	37.7%	39.0%	42.7%	41.9%
Fire	31.9%	32.9%	26.1%	28.5%	39.1%	36.4%	28.8%	31.6%	29.9%	30.3%
General employees	29.8%	27.4%	43.7%	36.5%	33.6%	30.3%	33.5%	29.4%	27.4%	27.8%

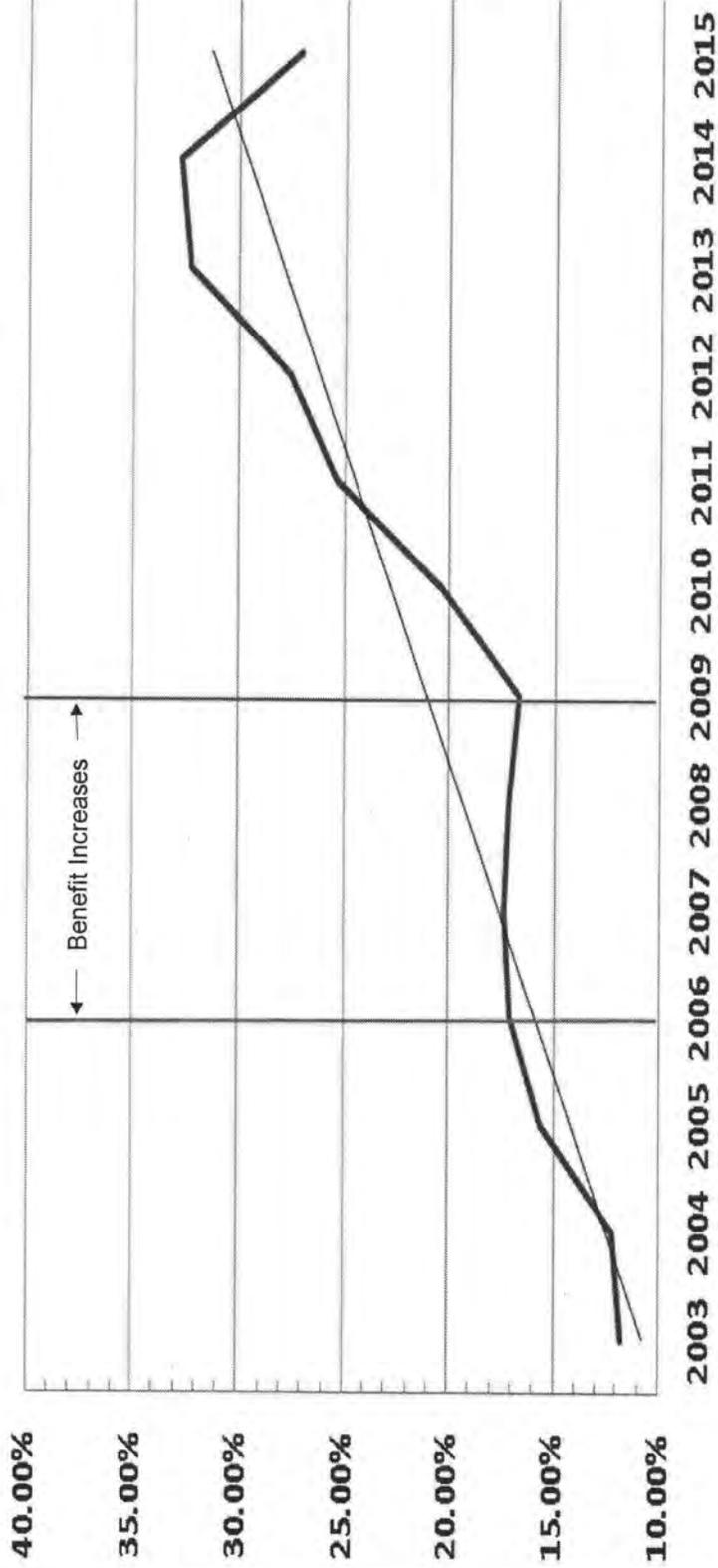
## CITY PENSION COSTS STATED IN MILLS

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
	Actual									
Millage Rate	3.9998	3.9998	3.9998	3.5797	3.6355	3.6355	3.6355	3.6355	3.6355	3.5895
Total Ad Valorem	6,032,671	6,534,074	7,686,715	7,762,337	7,918,725	7,325,514	6,470,685	6,072,711	6,029,358	6,146,678
Value of 1 mill	1,508,243	1,633,600	1,921,775	2,168,432	2,178,167	2,014,995	1,779,861	1,670,392	1,658,467	1,712,405
Total pension in mills	0.4495	0.4808	0.6490	0.5976	0.6908	0.6972	0.8338	0.9544	1.0983	1.1014
Equivalent mills per plan										
Police	0.1720	0.1911	0.1962	0.2092	0.1883	0.2420	0.3143	0.3720	0.4695	0.4611
Fire	0.1444	0.1592	0.1696	0.1704	0.2698	0.2534	0.2404	0.3015	0.3284	0.3337
General employees	0.1351	0.1325	0.2838	0.2180	0.2320	0.2110	0.2791	0.2809	0.3004	0.3066

## Police Pension Contributions by Source



# City Contributions % of Police Payroll



## **OPTIONS:**

1. Adopt the Proposal
2. Modify the Proposal
3. Hybrid Plan - commonly known as a share plan
4. Combine one of the above options with experience modification changes or plan changes
5. Do nothing

## EXCESS STATE MONIES RESERVE

	<u>Actual State Contribution</u>	<u>Applicable "Frozen" Amount</u>	<u>Excess State Monies Reserve Contribution</u>	
1998	\$86,138.77	\$86,138.77	\$0.00	
1999	87,334.84	86,138.77	1,196.07	
2000	89,311.67	86,138.77	3,172.90	
2001	97,260.93	86,138.77	11,122.16	
2002	115,926.48	86,138.77	29,787.71	
2003	136,654.05	102,463.77	34,190.28	
2004	150,849.24	102,463.77	48,385.47	
2005	180,306.41	102,463.77	77,842.64	
2006	180,306.41	147,381.77	32,924.64	
2007	189,038.51	147,381.77	41,656.74	
2008	180,306.41	147,381.77	32,924.64	
2009	153,384.19	175,140.77	0.00	(21,756.58)
2010	129,246.13	175,140.77	0.00	(45,894.64)
2011	131,956.77	175,140.77	0.00	(43,187.00)
2012	129,449.92	175,140.77	0.00	(48,161.26)
2013	126,989.51	175,140.77	0.00	(41,951.09)
2014	133,189.68	175,140.77	0.00	
Total Excess State Monies			313,203.25	
Less Amounts used in funding Ord. No. 1187 (3.20% Benefit Rate)			(127,854.59)	
Total Current State Monies Reserve			185,348.66	(246,641.42)

## AGE AND SERVICE DISTRIBUTION

## PAST SERVICE

AGE	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30+	Total
15 - 19	0	0	0	0	0	0	0	0	0	0	0	0
20 - 24	0	0	1	0	0	0	0	0	0	0	0	1
25 - 29	0	0	0	0	1	0	0	0	0	0	0	1
30 - 34	0	1	1	0	1	5	0	0	0	0	0	8
35 - 39	0	1	1	0	1	2	3	0	0	0	0	8
40 - 44	1	0	0	1	0	1	2	2	0	0	0	7
45 - 49	1	0	0	0	0	0	1	3	0	1	0	6
50 - 54	0	0	0	0	0	0	1	0	0	0	0	1
55 - 59	0	0	0	1	0	0	2	0	0	0	0	3
60 - 64	0	0	0	0	1	0	1	1	0	0	0	3
65+	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	2	3	2	4	8	10	6	0	1	0	38

## SUMMARY OF REPORT

The regular annual actuarial valuation of the City of Lake Mary Police Officers' Retirement System, performed as of October 1, 2014, has been completed, and the results are presented in this Report. The results of this valuation are applicable to the plan/fiscal year ended September 30, 2016.

The funding requirements, compared with the amounts developed in the October 1, 2013 actuarial valuation report, are as follows:

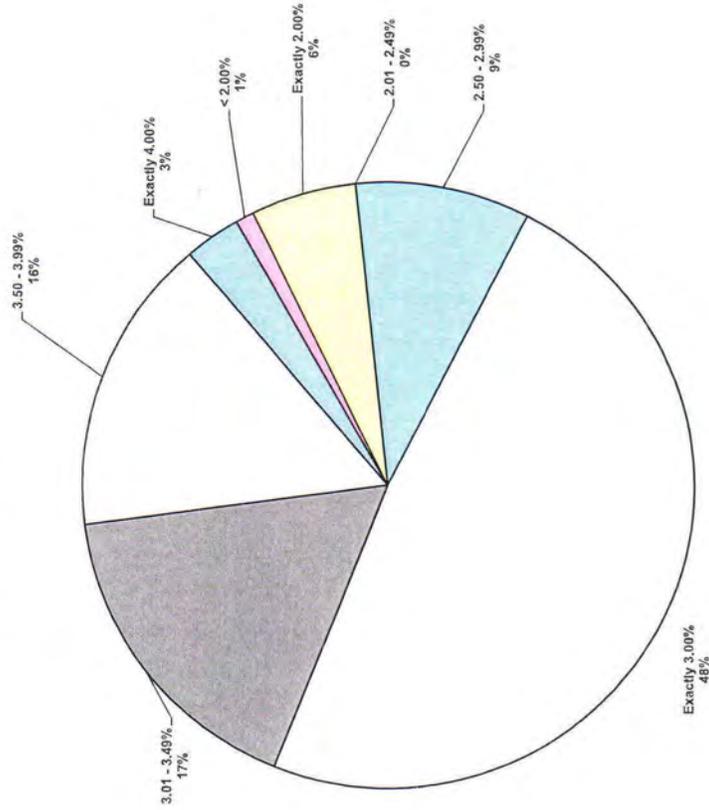
Valuation Date	10/1/2013	10/1/2014
Applicable Plan/Fiscal Year End	<u>9/30/2015</u>	<u>9/30/2016</u>
Total Required Contribution		
% of Total Annual Payroll	37.4%	32.2%
Member Contributions		
% of Total Annual Payroll	5.0%	5.0%
Required City and State		
% of Total Annual Payroll	32.4%	27.2%
State Contribution <sup>1</sup>	133,190	133,190
% of Total Annual Payroll	5.3%	5.3%
Balance from City <sup>2</sup>		
% of Total Annual Payroll	27.1%	21.9%

<sup>1</sup> Represents the amount received in fiscal 2014. The City may consider up to \$175,140.77, if received, in determining their bottom line requirement.

<sup>2</sup> At the request of the Division of Retirement, and as approved by the City, the required contributions for the City and State for the year ended September 30, 2015 is 32.4% of the actual payroll realized during that year. Likewise, the requirement for fiscal 2016 is 27.2% of actual payroll realized during that year. The City has a prepaid contribution of \$8,732 available to offset the current year's requirement.

During the past year the actuarial experience has been more favorable than expected on the basis of the actuarial assumptions. The principal components of favorable experience included average increases in pensionable earnings that were less than expected and a 9.3% investment return (Actuarial Asset Basis) that exceeded the 7.5% assumption. For a detailed analysis that displays the actuarial gain/loss by component, please refer to page 14 of the report.

Chapter 175/185 Participating Plans  
Benefit Accrual Rates



BRIEF SUMMARY OF PLAN BENEFITS

Source: Current Actuarial Valuations and Plan Documents

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L	C O L A	SALARY	VESTING (In years)	MEMBER CONTRIBUTION	COMMENTS
LL	Allamonte Springs	P	Age 55 + 6 years, or 25 years regardless of age EARLY: 6 years regardless of age	LOD: 3% of AFC x cr. svc., not less than 65% of AFC NLOD: 3% of AFC x cr. svc., not less than 25% of AFC, must have 6 yrs. cr. svc. A member with 6 yrs. but less than 6 yrs. of cr. svc. entitled only to termination benefit.	3.00%		Y		Total cash remuneration including up to 300 hours of overtime, but excluding lump sum payments for accrued vacation or sick leave, clothing, meal, mileage or vehicle allowances and any payments for second party employer.	6	1.00 %	COLA=3%
LL	Apopka	F	Age 55 + 10 years, or 22 years regardless of age EARLY: Age 50 + 10 years	LOD: 2.5% of AFC x cr. svc., not less than 42% of AFC NLOD: must have 10 yrs. cr. svc.	3.00%		Y		Total W-2 comp. + tax exempt/deferred items of income derived from elective employee payroll deductions of salary reductions.	10	6.30 %	
LL	Apopka	P	Age 45 + 10 years, or 20 years regardless of age EARLY: 40 + 10 years	LOD: 3.6% of AFC x cr. svc., not less than 42% of AFC. Minimum benefit if from an intentional act of violence, assumes 20 yrs. of cr. svc. NLOD: must have 10 yrs. cr. svc.	3.5% - Years 1 - 10 4.0% - Thereafter plus, retirees on or after 3/1/98 receive a \$500 lump sum every 5 years.		Y		Total compensation rendered to the City as a police officer reportable on the member's W-2 form + tax deferred sheltered or tax exempt payments	10	7.00 %	
LL	Acadia FF transferred to DeSoto Co on 6/1/06 (closed to new FF members)	P & F	Age 55 regardless of years of service, or 20 years regardless of age EARLY: Age 45 + 6 years	LOD: greater of 42% or accrued NLOD: must have 10 yrs. cr. svc.	3.65%		Y		W-2 Earnings plus tax deferred, tax sheltered, or tax exempt items.	6	Police: 9.6% Fire: varies between 0.50% to maximum of 9.6% based on County's contribution requirements.	Fire services were transferred to DeSoto County effective 6/1/06. Some firefighters elected to remain in 175 plan. Closed to new firefighter members.
LL	Atlantic Beach	P	Age 55 + 10 years, or Age 50 + 20 years, or Age 60 + 5 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: greater of 42% or accrued NLOD: must have 3 yrs. cr. svc.	3.00%		Y		Salary includes base pay, overtime, longevity, cost of living payments and educational incentive payments. Does not include unused vacation/sick leave, value of fringe benefits & uniform allowance, equipment allowances, or special detail work performed for a second party employer.	5	4.82 %	DROP - may participate up to 60 months. Accounts are self-directed. COLA - ad hoc COLA provision.
LL	Atlantis Transferred to FRS on 1/1/05 substituted plan no state money	P	Age 55 + 6 years, or 25 years regardless of age EARLY: 6 years regardless of age	LOD: greater of 65% or accrued NLOD: greater of 25% or accrued (6 year vesting)	3.00%		Y		Total cash compensation received including lump sum payment or unused leave	10	0.50 %	COLA - for those retiring after 7/1/05 a 3% yearly adjustment. DROP is for 60 months and is self directed.
LL	Auburndale	P	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: greater of 42% or accrued NLOD: must have 10 yrs. cr. svc.	3.25%, plus supplemental mo. benefit of \$20 times each yr. of cr. svc.		Y		Total compensation for services rendered to the City as a police officer on Member's W-2 form plus all tax deferred or tax exempt items of income. For service earned on or after July 1, 2011, salary shall exclude overtime in excess of 300 hours, and shall exclude payments for accrued unused sick and vacation leave for service earned after July 1, 2011.	10	2.50 %	DROP has a 3% fixed interest rate.
LL	Auburndale	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: greater of 42% or accrued NLOD: must have 10 yrs. cr. svc.	3.5%, plus a \$22.00 per year of service supplement		Y		Fixed compensation for services rendered to the City as a firefighter on Member's W-2 form plus all tax deferred, tax sheltered, and tax exempt items of income	10	6.60 %	DROP has a 3% fixed interest rate.
LL	Aventura	P	Age 55 + 10 years, or 25 years credited service EARLY: Age 45 + 10 years	LOD: greater of 42% or accrued NLOD: must have 10 yrs. cr. svc., greater of 30% of accrued	3.00%				Total Compensation for services rendered to the City as a Police Officer reportable on member's W-2 form, plus all tax deferred, tax sheltered or tax exempt items	10	6.78 %	Member contribution is 6.775%
LL	Avon Park	P	Age 55 + 10 years, or Age 60 regardless of years of service, or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: greater of 42% or accrued NLOD: must have 10 yrs. cr. svc.	3.00%		Y		Total Compensation for services rendered to the City as a Police Officer reportable on member's W-2 form, plus all tax deferred, tax sheltered or tax exempt items.	10	5.00 %	

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A P E	S U P P L	D R O L A	C O A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Avon Park	F	Age 55 + 10 years, or Age 52 + 25 years, or EARLY: Age 50 + 10 years	LOD: greater of 42% or accrued NLOD: must have 10 yrs. cr. svc.	3.16%			Y	Y	Total compensation for services rendered to the City as a Firefighter reportable on member's W-2 form, plus all tax deferred, tax sheltered or tax exempt items.	10	5.00%	COLA is applicable to all retirees with 15 years of service. COLA begins at age 58 and continues until age 62 with annual 3% adjustment.
LL	Bal Harbour Village	P	Age 55 + 10 years, or Age 52 + 25 years, or Age 57 regardless of years of service, or EARLY: Age 50 + 10 years	LOD: greater of 42% or accrued NLOD: greater of 25% or accrued	3.50%			Y	Y	Base pay including overtime, but excluding incentive pay, shift differentials, etc.	10	10.00%	COLA is payable on one year anniversary of retirement and is an annual 2.5% increase. DROP participation is for up to 5 years and employees may choose between a guaranteed 4% investment earning or the plan's actuarial return.
LL	Barrow	F	Age 55 + 10 years, or Age 52 + 25 years, or 28 years regardless of age EARLY: Age 45 + 10 years	LOD: greater of 42% or accrued NLOD: must have 10 yrs. cr. svc.	3.15%			Y	Y	Total compensation for services rendered to the City as a Police Officer reportable on member's W-2 form, plus all tax deferred, tax sheltered or tax exempt items.	6	2.00%	COLA 1.32% annual for all those retiring after 10/1/07
LL	Barrow	P	Age 55 + 10 years, or 20 years regardless of age EARLY: Age 45 + 10 years	LOD: greater of 42% or accrued NLOD: must have 10 yrs. cr. svc.	3.15%			Y	Y	Total compensation for services rendered to the City as a Police Officer reportable on member's W-2 form, plus all tax deferred, tax sheltered or tax exempt items.	6	4.00%	
LL	Bay Harbor Islands (P - Supplemental)	F & G	Age 55 + 10 years, or Age 50 + 20 years, or Age 65 regardless of years of service	LOD: accrued benefit payable on 81st day of disability, until recovery or normal retirement date	Varies: 3.25% (with increases based on employee contribution) Also retirement subsidy of \$30 per mth x years % payable to age 65		Y			Base pay including deferred compensation amounts paid by the Town of Bay Harbor Islands	Graded 5 - 10	8%	State monies are used in a supplemental plan to provide an enhanced benefit accrual to police officers
LL	Belleair Bluffs	F	Age 55 + 10 years, or Age 52 + 25 years, or EARLY: Age 50 + 10 years	LOD: accrued, but not less than 42% NLOD: after 10 years, accrued, but not less than 25%	2.70%			Y		Fixed monthly remuneration for services rendered to the City as a Firefighter reportable on the Member's W-2 form plus all tax deferred, sheltered or exempt items of income	10	6.50%	
LL	Belleair Police (Fire - Retiree only)	P	Age 55 + 5 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued, but not less than 42% of AFC NLOD: must have 10 yrs.	3.50%					Total compensation for services rendered to the town reportable on member's W-2 form -all tax deferred, tax sheltered & tax-exempt items of income	5 if hired before 10/1/92 10 after 10/1/92	6.00%	
LL	Belleairview	P	Age 55 + 10 years, or Age 52 + 25 years, or Age 60 regardless of years of service EARLY: Age 50 + 10 years	LOD: accrued, but not less than 42% NLOD: after 10 years, accrued, but not less than 25%	3.00%			Y		Total compensation on W-2 form + all tax deferred, sheltered or exempt items.	3 if hired before 6/1/79 10 after 6/1/81	5.00%	Revenues in excess of the 1987 Base Amount beginning with year ending 9-30-88 goes into share balances
LL	Boca Grande Fire Control District	F	Age 55 + 10 years, or Age 52 + 25 years, or EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary, NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. salary	3.00%			Y	Y	Fixed compensation for services rendered to the district reportable on the member's W-2 form, plus all tax deferred, sheltered or exempt items.	10	0.50%	DROP participation is 60 months. COLA - based on CPI, not more than 3%, commencing one year after beginning receipt of retirement benefits.
LL	Boca Raton	P & F	Age 55 + 10 years, or 20 years continuous service regardless of age EARLY: 50 + 10 years	LOD: accrued, but not less than 75% of AIME NLOD: must have 10 yrs. cr. svc., 3.25% of AIME maximum of 50%, min. of 25% of AIME	POLICE: 3.50% (max is 87.5%) FIRE: 3.40% (max is 100%) EME a lifetime supplement of \$10.50 per month times completed years of continuous service			Y	Y	FIRE: Fixed monthly remuneration, including basic wages, EMT, paramedic pay, the inspection pay and contributions paid by the city, excludes: over-time bonuses, and any other payments. POLICE: Total cash remuneration paid by the city for services rendered, including overtime, excludes bonuses, accumulated sick & annual leave.	10	Police: 10.20 % Fire: 10.20 %	COLA: Police receive a 2% annual increase in pension benefits beginning 1 year after retirement

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L	S D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Bonita Springs Fire Control District	F	Age 55 + 10 years; or Age 50 + 25 years EARLY: Age 50 + 10 years	LOD: greater of 42% or accrued NLOD: accrued benefit (10 year vesting)	3.58% - Prior to 6/1/10 3% - All employees hired after 6/1/10	Y	Y	Y	Y	Basic compensation, including longevity pay, incentive pay, paid to a firefighter based on 53 hours plus 3 hours overtime for shift work or a 40 hour week.	10	7.00 %	DROP participation is 60 months, member has option of 6.5% fixed or investment return earned by plan. SHARE PLAN: funded with increases in state moneys in excess of 1,000,000. COLA: 3% annual benefit for 17 years commencing 1 year after retirement. For those hired after 8/7/10, COLA is 3% annual benefit for 12 years commencing 1 year after retirement.
LL	Boynton Beach	F	Age 55 + 10 years; or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: 66 2/3% reduced by WC and SS, but not less than 42% of AFC. NLOD: after 10 yrs. cr. svc., accrued yrs. of svc. but not less than 25% of AFC.	3% (13th check in years plan realizes an actuarial gain)		Y	Y		Total Cash compensation, excluding bonuses & incentive pay	10	12.00 %	Buy-back of 5 years of military service Ord. #01-46. Ord 02-005, 13th check to retirees in years when the Plan realizes an actuarial gain.
LL	Boynton Beach	P	Age 55 + 10 years; or Age 50 + 15 years; or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: 66 2/3% reduced by WC and SS, but not less than 42% of AFC. NLOD: must have 10 yrs. cr. svc., accrued retirement benefit, but not less than 25% of AFC.	3.5% (13th check in years plan realizes an actuarial gain)		Y			Total Cash compensation including overtime, lump sum payment of unused leave	5	7.00 % (city pick-up)	DROP not to exceed 5 years. COLA ad hoc - 13th check based on actuarial determination
LL	Bradenton	P	Age 45 + 20 years; or Age 55 + 10 years EARLY: Age 50 + 10 years	LOD: greater of 60% or accrued NLOD: greater of 60% or accrued (10 year vesting)	3% plus members with more than 20 years receive a monthly amount = to \$10 for each year of service		Y	Y		Total compensation reportable on W-2 form plus all tax deferred or tax exempt items	10	6.00 %	DROP: 60 month participation. COLA: Annual increase equal to 1/2 of the CPI, up to maximum of 4%. After 7/16/08, COLA is provided to those retiring with 20 years of service and each January 1 is increased by 2.71%.
LL	Bradenton	F	Age 55 + 10 years; or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: greater of 42% or accrued NLOD: must have 10 yrs. cr. svc., greater of 25% or accrued	3.00%		Y	Y		Total compensation reported to the city as a firefighter reportable on the member's W-2 form + tax deferred sheltered or tax exempt payments. Effective for earned after 4/15/12, salary is limited to 300 hours of	10	3% - as of 4/15/13 10% - as of 4/15/14	City has minimum contribution of 8% of payroll.
LL	Brooksville	F	Age 55 + 10 years; or Age 60 regardless of years of service; or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: greater of 42% or accrued NLOD: must have 10 yrs. cr. svc.	3.10%		Y	Y		Total W-2 Earnings + tax exempt/sheltered/deferred income	10	3.25 %	COLA-for regular retirees, provides a 3% increase until age 65.
LL	Brooksville	P	Age 55 + 6 years; or 25 years regardless of age EARLY: 50 + 8 years	LOD: greater of 42% or accrued NLOD: greater of 25% or accrued (6 year vesting)	4.00%		Y	Y		Chapter, excludes overtime in excess of 300 hours, as well as lump sum payments for sick and vacation earned after July 1, 2011.	0	1.00 % (city pickup)	DROP all member to choose 6.5% fixed rate or net investment return participation is for 60 months or for a total of 25 years of service with the city as a police officer.
LL	Bunnell	F	Age 52 + 10 years EARLY: Age 50 + 10 years	LOD: greater of 42% or accrued NLOD: must have 10 yrs. cr. svc., greater of 25% or accrued	*\$47.00 for each year of credited service or 3% of AFC for each year of credited service.		Y	Y		Compensation plus all tax deferred, sheltered or exempt items of income	10	5.00 %	*Effective 10-1-99, a volunteer firefighter member must respond to at 25% of fire alarms & 50% of fire drills during the plan year to be eligible to the \$300.00 benefit.
LL	Bunnell (Terminated as of 10/1/12)	P	Age 55 + 6 years; or 25 years regardless of age EARLY: 6 years regardless of age	LOD: greater of 65% or accrued NLOD: must have 6 yrs. cr. svc., greater of 25% or accrued	3.00%			Y		Chapter	6	1.00 %	Plan was terminated as of 10/1/12 - accrued retirement benefits to be paid out in lump sum.
LL	Cape Coral	F	Age 50 regardless of years of service; or 25 years regardless of age EARLY: 40 + 10 years	LOD: greater of 65% or accrued NLOD: less than 5 yrs. = 25% or accrued, 5-10 yrs. = 50% or accrued, 10 or more yrs. = 65 2/3% or accrued.	3.25%		Y	Y		Total compensation for services rendered as a firefighter reportable on the member's W-2 form plus all tax deferred, sheltered or exempt items of income; however, excluding all overtime in excess of 300 hours per year, and excluding payments for accrued annual and sick leave hours earned after February 7, 2012	Graduated 5 - 10	10.00 %	DROP: Not to exceed 60 months.

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	U P P E R	D R O P O U T	C O L L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Cape Coral	P	Age 50 regardless of years of service, or 25 years regardless of age. Effective 10/1/13 age 52 with 10 years of credited service or completion of 27 years. EARLY: 40 + 10 years	LOD: greater of 65% or accrued NLOD: less than 5 yrs = 25% or accrued, 5-10 years = 50% or accrued, 10 or more yrs = 65-75% or accrued	3.25%			Y	Y	Total compensation for services rendered as a firefighter reportable on the member's W-2 form plus all tax deferring, sheltered or exempt items of income, however, excluding all overtime in excess of 300 hours per year, and excluding payments for accrued annual and sick leave hours earned after February 1, 2012.	Graduated 5-10	10.00%	Old AGO 1.2% one-time COLA for disability/retirees as of 10-1-98.
LL	Casaleberry	P & F	Age 25 + 6 years, or 25 years regardless of age EARLY: 6 years regardless of age	LOD: greater of 65% or accrued NLOD: greater of 25% or accrued (6 year vesting)	3%, plus a subsidy of \$5 per year of credited service, (\$30 minimum & \$150 maximum)			Y	Y	Police & Fire - Total compensation for services rendered reported on W-2 form, plus all tax deferred, tax sheltered & tax exempt items of income.	6	0.50%	Retirement Supplement equal to \$5 per month for each year of service with minimum of \$30 and Maximum of \$150. COLA = 3% each July 1.
Chapter	Chattahoochee	F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. of accrued benefit, but not less than 25% of avg. mo. salary.	2.50%					Chapter	10	5.00%	
LL	Clearwater	P, F & G	Police & Fire: Age 55 + 10 years, or 20 years regardless of age EARLY: Age 50 + 10 years. General: Age 65 + 10 years, or Age 55 + 20 years 30 years regardless of age.	LOD: no less than 66.67% of avg. mo. comp. NLOD: must have 10 yrs. of svc., a mo. annuity for the life of participant, a survivor annuity is provided under normal form of benefit, 120 mo. payments are guaranteed in any case.	2.75% Also has supplemental & share plans.	Y		Y	Y	FIRE: Regular wages, bonuses & overtime as reported on W-2. POLICE: Total compensation, including lump sum payment of accrued sick and vacation pay at termination (accrued sick leave is sold back at 1/2 my rate, max 1560 hrs.)	10	6.00%	Supplemental Plan closed for members hired after 1983. No state money go into the closed supplemental plan.
LL	Clermont	P	Age 55 + 10 years, or Age 52 + 25 years, or 20 years regardless of age EARLY: 50 + 10 years	LOD: greater of 42% or accrued or accumulated contributions at 5% interest NLOD: If vested - greater of 25% or accrued or accumulated contributions at 5% interest, if not vested, return of contributions with 5% interest.	2.25% for years prior to 10/1/02, and 3% for years beginning 10/1/02.	Y		Y		Total cash remuneration for services rendered as a police officer including overtime, but excluding bonuses.	5-10	3.00%	
LL	Clermont	F	Age 55 + 10 years, or Age 52 + 25 years EARLY: 50 + 10 years	LOD: greater of 42% or accrued or accumulated contributions at 5% interest NLOD: If vested - greater of 25% or accrued or accumulated contributions at 5% interest, if not vested, return of contributions with 5% interest.	Full-Time 2.25% for years prior to 10/1/02, and 3% for years beginning 10/1/02. Volunteer: \$5.00 per month times Years of service or 2.25% for years prior to 10/1/02, and 3% for years beginning 10/1/02, whichever is greater.	Y		Y		Full-Time: The fixed monthly remuneration for services rendered as a firefighter, excluding bonuses. Volunteers: If salary is based on actual services rendered, total cash remuneration received yearly, prorated on a monthly basis, including bonuses.	Graduated 5-10	1.00%	
LL	Cocoa	P	Age 50 + 10 years, or 25 years regardless of age	LOD: greater of accrued or not less than 42% of AME or 50% of regular base pay. NLOD: must have 10 yrs. of svc., greater of accrued or not less than 25% of AME or 25% of regular base pay.	3.00%	Y		Y	Y	W-2 Earnings plus tax deferred and tax exempt items of income.	10	6.50%	
LL	Cocoa	F	Prior to 1/1/99 - Earlier or Age 52 or 25 years. After 1/1/99 - Age 52 + 10, or 25 years regardless of age EARLY: Age 50 + 10 years.	LOD: accrued, but not less than 42% of AME. NLOD: 25% payable 6 months from date of disability. Plan benefits will be reduced by SSNVC to the sum of all payments=60% of pay.	3.00%	Y		Y	Y	W-2 Earnings plus tax deferred and tax exempt items of income.	10	6.50%	
LL	Cocoa Beach	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: accrued, but not less than 42% of AME have 10 yrs. of svc. NLOD: must have 10 yrs. of svc.	3.00% for Credited Service on or after 11/1/98 and 4.00% for Credited Service prior to 11/1/98.	Y		Y	Y	Base compensation for services rendered to the City as a firefighter, plus overtime & additional income pay & all tax deferred, sheltered or exempt items. Does not include lump sum payments for unused sick, vacation or paid time off.	10	5.00%	

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L	D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Cocoa Beach	P	Age 55 + 10 years, or Age 52 + 25 years, or 30 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued, but not less than 42% of AME; NLOD: must have 10 yrs. cr. svc.	3.00% for Credited Service on or after 1/1/1986 and 4.00% for Credited Service prior to 1/1/1986		Y			Total compensation for services rendered to the City as a police officer, including overtime & educational incentive pay, & all tax deferred, sheltered or exempt items.	10	5.00 %	
LL	Cooper City CLOSED transferred to Bloward on 2/15/04	F	Age 50 + 10 years; or 25 years regardless of age	LOD: accrued, but not less than 60% of AME; NLOD: accrued, but not less than 25% of AME	3% plus a monthly supplemental benefit of \$5 per yr. of service. (13th Check)		Y			Base salary, including pick-up contributions for all straight time hours worked.	10	3.45 %	DROP shall not exceed 60 months
LL	Cooper City CLOSED transferred to Bloward on 2/15/04	P	Age 50 + 10 years, or 25 years regardless of age	LOD: accrued, but not less than 60% of AME; NLOD: accrued, but not less than 25% of AME	3% plus a monthly supplement amount pro-rated based on service with a maximum of \$236 until the earlier of eligibility for Medicare or age 67. (13th Check)		Y			Total cash remuneration for services rendered. Overtime compensation shall be limited to not more than 300 hours per person per year.	10	8.13 % (city pick-up)	13th Check available based on cumulative actuarial gains.
LL	Coral Gables	P & F (Share)	Earliest of: Age 65, or Age 52 + 10 years, or Rule of 70 (Age + Years = 70) EARLY: Age 50 and 10 years of service.	LOD: minimum of accrued NLOD: minimum of accrued benefit	3.00%, also has Share Plan.	Y				FIRE: All wages, salaries, & other amounts for personal services actually rendered as a firefighter with the city, includes up to 300 hours of overtime. POLICE: Cash remuneration, includes up to 300 hours of overtime.	10	5.00 % (city pick-up)	COLA based on actuarial gain DROP: allows participation up to 36 months for fire and 60 months for police. Provides a 3% minimum interest on DROP monies.
LL	Coral Springs	P	Age 55 + 10 years, or 20 years continuous service regardless of age EARLY: Age 50 + 10 years continuous	LOD: the greater of mo. accrued benefit; 70% of current base mo. salary; 42% of avg. mo. earnings. NLOD: must have 10 yrs. cr. svc., greater of mo. accrued benefit; 25% of avg. mo. earnings.	3.50%		Y			All compensation, including up to 300 hrs of overtime, excluding leave payouts at separation of off-duty pay. Compensation other than base salary shall be limited to 13% of base salary.	Graduated 5 - 10	9.875% (city pick-up)	DROP participation is up to five years.
LL	Coral Springs	F	Age 55 + 10 years, or Age 52 + 20 years; or 25 years regardless of age; or Age 55 + 3 years (for members as of inception) EARLY: age 50 + 10 years	LOD: the greater of mo. accrued benefit; 52.5% of avg. mo. earnings. NLOD: must have 10 yrs. cr. svc., greater of mo. accrued benefit; 30% of avg. mo. earnings.	3.50%		Y			Fixed monthly compensation	10	8.75% (city pick-up)	DROP participation is up to five years. No minimum interest however, members may self-direct in accordance with any of the options provided for Deferred Comp program. COLA - 1% available after 5th year of retirement.
Chapter	Crescent City	F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. salary.	2.00%				Chapter		10	5.00 %	
Chapter	Crescent City	P	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. salary.	2.00%				Chapter		10	5.00 %	
LL	Crestview	P & F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 45 + 10 years	LOD: accrued benefit not less than 42% of AFC. NLOD: must have 10 yrs. cr. svc.	3.20%		Y			W-2 Earnings-excluding sick/vacation pay but including tax exempt & deferred income	10	6.40 %	
LL	Dade City	P	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: greater of 42% or accrued benefit NLOD: must have 10 yrs. cr. svc.	3.50%		Y			Chapter	10	1.00 %	

BRIEF SUMMARY OF PLAN BENEFITS

Source: Current Actuarial Valuations and Plan Documents

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S U A P R E	S U A P R E	D O L A	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Dade City CLOSED	F	Age 55 + 10 years; or Age 52 + 25 years EARLY; Age 50 + 10 years	LOD: accrued benefit not less than 42% of AFC. NLOD: must have 10 yrs. of svc.	3.25%					Chapler	10	1.00%	Effective October 1, 2003 fire services were transferred to Pasco County. Some firefighters elected to remain in Chapler 175 Plan.
LL	Dania Beach (Police & Fire also CLOSED plans)	P & F	Fire: Age 55 + 8 years, or 25 years continuous regardless of age Police: Age 55 + 10 years, or 25 years continuous regardless of age EARLY: Age 50 + 8 years, or 20 years continuous regardless of age	LOD: 50% of avg. mo. earnings for police; 65% of avg. monthly earnings for fire; the benefit may not be less than the member's accrued benefit for police or fire. NLOD: must have 1 yr. of continuous svc. 40-60% AME, the benefit may not be less than the member's accrued benefit.	3%, includes a supplemental benefit for police officers using the increases in the state movers. NLOD: must have 1 yr. of continuous svc. 40-60% AME, the benefit may not be less than the member's accrued benefit.					FIRE: Fixed monthly remuneration paid for services rendered, plus payment for unused leave, salary reduction, deferred compensation or tax sheltered annuity (fire also includes annual payment for unused leave) POLICE: same, except includes up to 300 hrs. of overtime.	8	Police: 1.00% Fire: 24.60% City pick-up, effective 10/1/01 employee portion 6.48%	Both Police (1598) and Fire (17011) are closed plans. Plan remains operational as some police and firefighters elected to remain under the local plan when the services were transferred to Broward County. 9/30/12 BSO will pay up to \$513,354.00 to plan in employer contributions. Anything over this amount will be paid by City.
LL	Davis	P	Age 55 regardless of years of service, or 20 years regardless of age EARLY; 50 + 10 years	LOD: accrued but not less than 66.23% less SS, MC, but not less than 42% NLOD: accrued retirement benefit, but not less than 25% of FME	TIER ONE: 3% of AME for 1st 10 years + 4% for the next 10 years + 2% for the next 10 years with a maximum of 90% of FAE. TIER TWO: Effective 10/1/10 benefit accrual factor is 3% for first 20 years of service, and 2% for each year thereafter up to max of 80%, however, after 40 years, employee shall earn 2% for each additional year of service.					Basic rate of salary including longevity pay and up to 70 hrs. of overtime (10/1/01 - 9/30/03), 120 hrs. (effective 10/1/03), 150 hrs. (effective 10/1/09), 300 hrs. (effective May 1, 2011), plus bonuses & commissions.	10	7.00%	DROP - may participate with five years after reaching normal retirement. Total years of service and DROP participation not to exceed 30 years.
LL	Davis	F	Age 55 + 10 years, or 20 years of service regardless of age EARLY; 10 years regardless of age	LOD: 66.23% of FME, not less than greater of 42% of FMC or accrued benefit. NLOD: With 10 yrs. svc., 2% of AME, but not more than 50% of monthly earnings at time of disability, not less than greater of 25% of FMC or accrued benefit.	3% of AME for 1st 10 years + 4% for the next 10 years + 2% for the next 10 years with a maximum of 90% of FAE.					Basic wages including regular longevity pay and assignment pay, but excluding bonuses, commissions, unused leave time or any other forms of extraordinary compensation. Effective 9/30/11, excludes payments for accrued vacation and sick leave payments.	10	9.00%	*COLA paid as 13th check DROP participation up to 6 years Effective 7/1/12 - Stop/Restart enacted to allow for greater use of state moneys.
LL	Daytona Beach	P & F	Age 55 + 10 years, or 20 years regardless of age EARLY; 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC; 1) If less than 10 yrs. svc., 50% of AFC; 2) 10-14 yrs. - 60% of AFC; 3) 15 or more - 75% of AFC NLOD: accrued benefit with 5 yrs. of Credited Service, but not less than 25% of AFC; 1) If 5 to 10 yrs., 37.5% of AFC; 2) 10 but less than 20, 50% of AFC	POLICE: 3.58% with maximum of 90%. After 10/1/11 - 3% with max of 90%. FIRE: 3.5% with maximum of 90%. Plus supplement of \$6.50 per month per year of service with maximum of \$215 per month.					FIRE: Base Pay, plus up to 75 hours of overtime POLICE: Base Pay, plus up to 300 hours of overtime.	10	Police: 10% Fire: 9.7%	DROP may start at normal retirement or age 47, regardless of years of credited service. Self-directed, COLA: 2% deferred to 6 years after retirement. Share Plan accruals stable, no access.
LL	Deerfield Beach CLOSED - effective 10/1/11 transferred fire services to Broward Co	F	Age 52 + 10 years, or 20 years regardless of age EARLY; 47 + 10 years	LOD: 42% of AFC, not less than accrued benefit. NLOD: must have 10 yrs. of svc., 25% of AFC, not less than accrued benefit.	3.00% for the 1st 10 years of credited service, 3.25% for each additional year over 10. MAX 90% of AFC.					Total Cash Remuneration	10	3.00% (city pick-up)	Closed to new members. Share Plan deposits are made from increases in state premium tax moneys.
LL	Deerfield Beach CLOSED 1/1/2000	P	Age 47 + 10 years, or 20 years regardless of age	LOD: 42% of AFC, not less than accrued benefit. NLOD: after 10 years of svc., 25% of AFC, not less than accrued benefit.	3.00% MAX 90%					Total Cash Remuneration	10	3.00% (city pick-up)	Closed to new members. Share Plan deposits are made from increases in state premium tax moneys.
LL	Deland	F	Age 55 + 10 years, or 20 years regardless of age EARLY; Age 50 + 10 years	LOD: accrued benefit, not less than 50% of avg. mo. salary NLOD: accrued benefit, not less than 25% of avg. mo. salary.	3.00%					Base pay, includes overtime, including employee contributions "picked-up" by the City.	10	6.60%	

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L E	D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	DeLand	P	Age 55 + 10 years, or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: 60% of FMC NLOD: 50% of FMC	3.00%	Y	Y	Y	Y	Total Cash remuneration including overtime and City "pick-up"	10	7.75% (city pick-up)	COLA is 1.5% each January beginning at age 55 after one year of retirement or after three years of retirement, whichever comes sooner.
LL	Delray Beach	P & F	Age 55 + 10 years, or Age 52 regardless of years of service, or 20 years regardless of age EARLY: 50 + 10 years	LOD: greater of the accrued pension or 60% of AME. NLOD: with 10 years of continuous service, 2% of AME x yrs. cr. svc. with a minimum of 25% of avg. mo. earnings.	2.5% for employees with more than 10 but less than 20 Years of continuous service. 3.5% for each year of continuous service for attained 20 or more Years of continuous service	Y	Y	Y	Y	Basic Compensation. Excluding overtime & bonuses.	10	8.00%	
LL	DeFonia	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued retirement, but no less than 60% of AFC at disability date NLOD: after 10 years of svc his accrued retirement benefit, but no less than 25% of AFC	3.00% plus 3% for each year of past service credit over 25 years up to max. of 100%. Plus supplement - yrs. of svc. x \$5, but no more than \$125 per mo.	Y	Y	Y	Y	Fixed monthly compensation	10	8% (city pick-up)	
LL	Dealin Fire Control District	F	For those hired after 10/1/12: Age 55 + 10 years; or Age 52 + 25 years For those hired before 10/1/12: Age 55 + 10 years; or 20 years of service regardless of age EARLY: Age 50 + 10 years	LOD: accrued retirement, but no less than 42% of AFC. NLOD: after 10 yrs. of svc.	For those hired after 10/1/12 - 2.5% For those hired prior to 10/1/12 - 3.5%	Y	Y	Y	Y	Base pay, plus state educational incentive pay, EMT and Paramedic educational differential pay.	For those hired after 10/1/12 - 10 years For those hired prior to 10/1/12 - 7 years	6.80%	DROP: 80 month participation; participants may choose from plan investment return or 6.5% guaranteed return. COLA: For those hired prior to 10/1/12 - 2% increases beginning the 10/1 following one full year of retirement. For those hired after 10/1/12 - No COLA
LL	Dunedin	F	Age 55 + 10 years; or Age 52 + 25 years; or 20 years regardless of age EARLY: Age 45 + 10 years	LOD: greater of 60% of avg. salary over the best five yrs. or accrued benefit. NLOD: after 10 years of svc, greater of 30% of avg. salary over the best five yrs. or accrued benefit.	Not less than 2%, but not more than 3% of AFC. 1-25 Years Credited Service, 3.00%. 25-37.5 Years Credited Service, divide the number of Years Credited Service by 75%. More than 37.5 Years of Credited Service, 2.00%. Plus supplement - yrs. of svc. x \$3, but no more than \$75 per mo.	Y	Y	Y	Y	Fixed monthly compensation for services rendered to the City as a Firefighter, including holiday pay, plus all tax deferred, sheltered & exempt items of income.	10	5.50%	Share Plan - 75% of increases in state moneys over \$283,050 will go into share plan. The remaining 25% will be held in the DB plan for new extra benefits.
LL	Dunhillon	P & F	Age 55 + 10 years; or 25 years EARLY: Age 50 + 10 years	LOD: 65% of AFC, not less than accrued benefit. NLOD: after 10 years of svc, 25% of AFC, not less than accrued benefit.	2.50%	Y	Y	Y	Y	POLICE: Total cash remuneration paid for services rendered to the city, plus lump sum payments for accrued sick leave, exit bonuses, severance payments, other bonuses as stated in FRS rules. FIRE: Fixed monthly compensation.	10	1.00%	
LL	East Lake Tarpon Special Fire Control District	F	Age 55 + 10 years; or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: 42% of AFC, not less than accrued benefit. NLOD: after 10 years of svc, 25% of AFC, not less than accrued benefit.	3.00%	Y	Y	Y	Y	Chapter	7	5.00%	DROP is for up to 5 years. COLA - .65% increases beginning 10/1 following five years of retirement.
LL	East Naples Fire Control District	F	Age 55 + 6 years, or 25 years regardless of age EARLY: Age 50 + 6 years	LOD: 42% of AFC, not less than accrued benefit. NLOD: 25% of AFC, not less than accrued benefit.	3% plus an additional supplemental benefit is also payable in the monthly amount of \$5 multiplied by Credited Service with maximum of \$150 per month.	Y	Y	Y	Y	Base Pay including overtime, but excluding any other nonregular payments	6	3.00%	Share Plan established for all active members effective 10/1/09. Initial distribution of accumulated increases of \$1,217,568 with subsequent increases of state moneys in excess of \$655,404 (note initially frozen amount is \$902,451).
Chapter	East Niceville Fire District	F	Age 55 + 10 years; or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. salary.	3.00%	Y	Y	Y	Y	Chapter	10	5.00%	

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A P E	S U P P L	D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
Chapter	Eatonville	P	Age 55 + 10 years, or Age 52 + 25 years EARLY; Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. of svc., accrued benefit, but not less than 25% of avg. mo. salary.	2.00%					Chapter	10	5.00%	Share Plan established for all members retiring after July 28, 2006 with state monies in excess of \$93,784.93.
LL	Edgewater	F	Age 55 + 5 years, or 20 years regardless of age EARLY; Age 50 + 10 years	LOD: 42% of AFC NLOD: must have 5 yrs. of svc.; 25% of AFC.	3.00%					Total cash remuneration for services rendered	5	6.00%	Share Plan established for all members retiring after July 28, 2006 with state monies in excess of \$93,784.93.
LL	Edgewater	P	Age 55 + 5 years, or 20 years regardless of age EARLY; 50 + 5 years	LOD: 42% of AFC, not less than accrued benefit. NLOD: must have 5 yrs. of svc.; 25% of AFC, not less than accrued benefit.	3.00%					All wages reported on W-2 form.	5	6.00%	
LL	Englewood Area Fire Control District	F	Age 55 + 10 years, or 20 years regardless of age EARLY; Age 50 + 10 years	LOD: accrued benefit, not less than 42% of AFC. NLOD: must have 10 yrs. of svc.	3.25%					Base pay plus longevity pay and tax exempt/deferred items.	10	7.00%	COLA - 1.7% increase each 10/1 following one full year of retirement
LL	Estero Fire Protection & Rescue Service District	F	Age 55 + 10 years, or Age 52 + 25 years EARLY; 10 years regardless of age	LOD: accrued benefit, not less than 42% of AFC. NLOD: must have 10 yrs. of svc., not less than 25%.	2.5% for years of service prior to 12/1/00, 3.7% for service on or after 12/1/00 through 9/30/10, 3% for service on or after 10/1/10.					Chapter	10	3.00%	DROP is for up to 5 years. SHARE PLAN - effective 10/1/11 any increases over and above \$267,611 will be allocated to the member who were active during the year.
LL	Eustis	P	Age 55 + 5 years, or Age 52 + 25 years EARLY; Age 50 + 10 years	LOD: accrued retirement benefit but not less than 65%. NLOD: not less than 25%.	2.5% for Credited Service up to 12/31/88, 3.0% for Credited Service after 12/31/88.					Total cash remuneration including overtime paid by the City.	10	4.00%	Annual COLA of 3%.
LL	Eustis	F	Age 55 + 10 years, or Age 52 + 25 years EARLY; Age 50 + 10 years	LOD: accrued retirement benefit but not less than 65% of AFC. NLOD: not less than 25% of AFC.	4.00%					Gross Salary	10	4.00%	
LL	Fernandina Beach	B & F	Age 55 + 6 years, or 25 years regardless of age EARLY; 50 + 6 years	LOD: accrued benefit, not less than 42% of AFC. NLOD: must have 10 yrs. of svc.	3.25%					Total cash compensation for services rendered reported on W-2 plus all tax deferred items of income.	6	7.70%	Effective 10/1/00 on-time increase in benefits for current retirees of 1.5%. DROP participation shall not exceed 80 months.
LL	Flagler Beach	P	Age 55 + 10 years, or Age 52 + 25 years EARLY; Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. of svc., accrued benefit, but not less than 25% of avg. mo. salary.	3.19%					Chapter	10	10.00%	
LL	Flagler Beach	F	Age 55 + 10 years, or Age 52 + 25 years EARLY; Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. of svc., accrued benefit, but not less than 25% of avg. mo. salary.	3% plus \$40 per month per year of service supplement.					Chapter	10	5.00%	
LL	Flagler Beach	F	Age 55 + 10 years, or Age 52 + 25 years EARLY; Age 50 + 10 years	LOD: accrued benefit, not less than 50% of AFC. NLOD: greater of accrued benefit, or 25% of AFC.	3.55%					Total compensation for services rendered as a police officer reportable on the members W-2 form plus all tax deferred, stipended or exempt items of income	5-10	1.00%	
LL	Flagler Beach	P	Age 55 + 10 years, or Age 52 + 25 years EARLY; Age 45 + 10 years	LOD: accrued benefit, not less than 42% of AFC. NLOD: must have 10 yrs. of svc., accrued benefit, but not less than 25% of avg. mo. salary.	3.00%					Chapter	10	5.00%	

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E P L E	S U P P L E	D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	FL Lauderdale	P & F	Age 55 + 10 years, or 20 years continuous regardless of age, or the date on which a former police officer or firefighter would have attained age 50 + 20 years EARLY: 50 + 10 years	LOD: 65% of AFC, not less than 42% of AFC. NLOD: 50% of AFC, not less than 25% of AFC.	3.38% Share Plan funded with accumulated increases and future increases over the 1997 amount FIRE: Also.	Y	Y	Y		POLICE: Fixed monthly remuneration and regular longevity bonus paid to a member including contributions "picked-up" by the City, plus all tax deferred items of income, including up to 40 hours of overtime. FIRE: Fixed monthly remuneration and regular longevity bonus paid to a member including contributions "picked-up" by the City, plus all tax deferred items of income.	10	8.50 %	Effective October 1, 2011 member contributions shall be increased to 8.25% for members hired before April 16, 2010. Second Tier created. All members hired after April 16, 2010 shall make 8.5% member contributions. COLA: Beginning earlier of 24 months after retirement or age 60, members receive 3% per year on the base benefit. DROP is for up to 60 months, choose either plan's investment earnings or 3% guaranteed return.
LL	FL Myers	P	Age 55 regardless of years of service, or 25 years regardless of age EARLY: Age 45 + 10 years, or 15 years regardless of age	LOD: 3.4% of AFC times cr. svc., not less than 42%, plus \$290. NLOD: after 5 yrs. svc.	3.24%, plus \$200 mo. supplement for life.			Y	Y	Total compensation for services rendered to the city as a police officer reportable on members' W-2 Form plus all tax deferred, sheltered or exempt items of income.	5	10.00 %	COLA: COLA is an annual 3% increase beginning two years after retirement. DROP is for up to 60 months, choose either plan's investment earnings or 6.5% guaranteed return. Supplemental Plan provides enhanced DB benefits to police officers.
LL	FL Myers	F	Age 52 regardless of years of service or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: accrued retirement, but no less than 60% of his AFC, plus \$200 per month, plus 3% COLA beginning at age 60 NLOD: must have 10 yrs. cr. svc., accrued retirement benefit.	3.11%, plus \$200 mo. supplement for life.			Y	Y	Total compensation for services rendered to the city as a firefighter reportable on members' W-2 Form plus all tax deferred, sheltered or exempt items of income.	10	8.00 %	
LL	FL Pierce (P - Supplemental)	P	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: 10 or more years of cr. svc. with lump sum payment = to accrued benefit	The greater of 2% of AFC, up to \$1,000 per month, or 1% of AFC x Credited Service up to 30 year.	Y	Y	Y		Total Salary paid for services rendered. For officers hired prior to 10/12, unused sick and annual may be included that was accrued up to 9/30/12.	10	7.00 %	
LL	FL Pierce City Plan	P & G	Age 55 + 5 years, or 25 years regardless of age	LOD: not less than 75% of AFC. NLOD: 5 yrs. cr. svc. based on Cr. svc. and Final Avg. Salary at time of disability	POLICE: 3.00%			Y		Total salary paid for services rendered	10	5.16 %	DROP is for up to 5 years and is self-directed. COLA: ad hoc based on excess investment returns, but not to exceed 3%.
LL	FL Walton Beach	P	Age 55 + 10 years, or 30 years regardless of age Members hired between the ages of 45 & 50 must work 10 years EARLY: Age 50 + 10 years, or	LOD: accrued benefit, not less than 50% of current comp. NLOD: 40% of current compensation, if sickness, 2 yrs. cr. svc. required	2.75%			Y		Total W-2 Compensation	10	5.00 %	
LL	FL Walton Beach	F	Age 55 + 10 years, or 25 years of service EARLY: Age 45 + 10 years	LOD: accrued benefit, but not less than 50% of AFC. NLOD: must have 10 yrs. svc., accrued benefit, but not less than 25% of AFC.	2.75%			Y	Y	Total Compensation (including tax deferred & exempt income); but excludes sick/vacation pay.	10	6.60 %	DROP is for up to 3 years.
LL	Gainesville	P & F	Age 55 + 10 years, or 20 years regardless of age, or rule of 70 EARLY: None	LOD: monthly accrued benefit or 42% of final avg. earnings NLOD: must have 5 yrs. cr. svc., monthly accrued benefit or 25% of final avg. earnings	2.5% for service prior to 10/1/05, 2.825% for service after 10/1/05	Y	Y			Earnings are base pay (which includes all paid leaves), all overtime pay, longevity pay, educational incentive pay, "billable overtime", special assignment or duty pay, paramedic certification pay, call-back & stand-by pay and termination vacation pay	10	7.50 %	DROP is for up to 3 years and provides a 6.5% interest rate of return.
LL	Golden Beach	P (Share)	Age 55 + 10 years, or Age 52 + 20 years EARLY: Age 50 + 10 years	LOD: greater of monthly accrued benefit or 70% of final avg. earnings NLOD: must have 5 yrs. cr. svc., greater of monthly accrued benefit or 25% of final avg. earnings	2.75% for service prior to 10/1/06, and 3% for service after 10/1/06, plus Share Account	Y		Y		W-2 Compensation	10	6.00 %	3.3% employee contribution goes into the General Plan and 1% employee contribution goes into the Share Plan.
LL	Green Cove Springs (Fire transferred to County 7/17/03)	P	Age 55 + 6 years, or 25 years EARLY: Age 50 + 10 years	LOD: greater of accrued benefit or 85% of avg. mo. salary NLOD: must have 10 yrs. cr. svc., greater of accrued benefit or 25% of avg. mo. salary	3%, plus supplement of \$8 per month per year of svc. up to max. of \$200			Y	Y	Chapter	6	1.00 %	COLA: 1.5% each year following the 1st year of retirement. DROP limited to 60 months.

BRIEF SUMMARY OF PLAN BENEFITS

Source: Current Actuarial Valuations and Plan Documents

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E P L	S U P P L	D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Greenacres	P & F	Age 55 + 6 years, or 25 years regardless of age EARLY: Age 50 + 6 years	LOD: greater of monthly accrued benefit or 42% of avg. mo. salary MLOD: must have 10 yrs. cr. svc. greater of monthly accrued benefit or 25% of avg. mo. salary	3.00%	Y		Y		Chapter	6	4.00%	COLA 3% on a compounded basis. Share Plan - effective a 2/1/12 accumulated increases in the amount of \$495,151, plus annual increases over \$335,419 to be deposited into share plan.
LL	Gulf Breeze	P	Age 55 + 6 years, or Age 52 + 25 years EARLY: Age 50 + 6 years	LOD: greater of monthly accrued benefit or 42% of AFC MLOD: must have 10 yrs. cr. svc. greater of monthly accrued benefit or 25% of AFC	3.5%, plus supplement of \$5.00 per month for each year of service.		Y	Y		Chapter	5	1.00%	
LL	Gulfport	F	Age 55 + 10 years, or Age 52 + 25 years, or 30 years regardless of age EARLY: Age 50 + 10 years	LOD: greater of \$250 per month, accrued benefit, or 50% of AFC MLOD: must have 10 yrs. cr. svc. accrued benefit.	Greater of \$30.00 for each year of Credited Service or 2.10% of AFC x each year of Credited Service.		Y	Y		Total cash compensation for services rendered, includes overtime in excess of 300 hours for service earned on or after 7/1/11.	10	10.00% first \$1,200 of salary 5.00% thereafter	COLA up to 3% based on availability of frozen amount of state premium tax monies. Effective 4/2/10 - benefit accrual rate adjusted between 3% up to 3.37% based on available increases in state monies.
LL	Gulfport	P	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, not less than 42% of AFC MLOD: must have 10 yrs. cr. svc.	2.75%					Total compensation for services rendered to the city as a police officer reportable on members' W-2, plus all tax deferred, sheltered or exempt items of income. Excludes overtime in excess of 300 hours for service earned after 7/1/11.	10	8%, plus 1% made by the City on behalf of employee	
LL	Haines City	F	Age 55 + 10 years, or Age 52 + 25 years, or Age 60 regardless of years of service EARLY: Age 50 + 10 years	LOD: accrued benefit, not less than 42% of AFC MLOD: must have 10 yrs. cr. svc.	3.11%					Total W-2 compensation includes tax deferred & exempt income.	10	5.40%	
LL	Haines City	P	Age 55 + 10 years, or Age 52 + 25 years, or Age 60 regardless of years of service EARLY: Age 50 + 10 years	LOD: accrued benefit, not less than 42% of AFC MLOD: must have 10 yrs. cr. svc.	3.35%		Y			Total Cash Compensation for services rendered	10	9.00%	
LL	Hialeah/Beach	P & F	Age 52 + 10 years, or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: the greater of accrued benefit, or 42% of basic comp. MLOD: must have 10 yrs. cr. svc., the greater of accrued benefit, or 25% of FMC and not more than 50% of FMC.	3.20%		Y	Y		Base salary, including pick-up contributions for all straight time hours worked, overtime assignment pay, jury duty pay, bereavement leave, premium pay, longevity, and additional incentive payments. Excludes payments for outside service duty detail compensation, payments for accrued sick, vacation and comp. II, uniform and expense allowances, commissions and bonuses.	10	3.50% (city pick-up)	DRP: limited to 5 years or a total of 30 years of service. COLA a 2% adjustment each January 1 provided that the CPIU for the prior year is greater than 0.5%.
Chapter	Havana	F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary MLOD: must have 10 yrs. cr. svc. accrued benefit, but not less than 25% of avg. mo. salary.	3.50%					Chapter	10	0.50%	
LL	Hialeah Gardens	P	Age 55 + 10 years, or 20 years regardless of age EARLY: Age 45 + 10 years	LOD: greater of accrued benefit or 42% of AFC MLOD: must have 10 yrs. cr. svc. greater of accrued benefit or 25% of AFC	3% for svc. Earned prior to 10/1/11, 2.75% for svc. Earned on or after 10/1/11		Y			Actual Compensation received.	5 before 10/1/00 10 after 8/30/00	5.00%	Ord #2000-24 Early Retirement incentive for employees over the age of 42 with 17 Years Credited Service, 3 year AFC and 3.4415 % accrual.
LL	Hialeah (Share Plan)	P & F	Age 55 + 10 years, or Age 52 + 25 years, or more (with at least 20 years) EARLY: Age 50 + 10 years	LOD: minimum of 42% of AFC. MLOD: after 10 years of service, minimum of 25% of AFC	Prior to 12-31-73: Basic pension of \$2,800 & 2% of AFC not to exceed 30 Years After 12-31-73: Basic pension is \$1,800 & 3% of AFC not to exceed 25 Years SHARE PLAN	Y	Y	Y		Base Pay, longevity & specialty pay as recognized by personnel board.	Graduated 10 - 20	7.00%	

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE/AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L	D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
Chapter	Holly-Navarre Fire Control District	F	Age 55 + 10 years; or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. of svc. accrued benefit, but not less than 25% of avg. mo. salary.	2.00%					Chabler	10	5.00%	
LL	Holly Hill	P	Either of: Age 55 + 6 years; or 20 years regardless of age, on & after July 1, 2011 Age 55 + 10 years, or 20 years EARLY: Age 50 + 6 years	LOD: accrued benefit, but not less than 42% of AFC NLOD: after 10 years of service, accrued benefit, but not less than 25% of AFC.	3%, plus \$150 per month for life.		Y	Y		Total W-2 Earnings and all tax deferred/exempt income	6 - 10 yrs. on & after July 1, 2011	5% on & after July 1, 2011	COLA - 2% for all retirees including disability retirees beginning 5 years after retirement. DROP - not to exceed 36 months, interest paid as earned by plan.
LL	Holly Hill	F	Age 50 + 6 years, or 25 years regardless of age EARLY: 48 + 6 years	LOD: accrued benefit, but not less than 42% of AFC. NLOD: must have 10 yrs. of svc.	3%, plus retirement supplement of \$10.00 per month per year of Credited Service payable to age 65		Y	Y		Total W-2 Earnings and all tax deferred/exempt income, excluding sick leave incentive, cleaning and 1-10 allowances and any non-regular pay.	6	8.00%	DROP: not to exceed 36 months. Provides 8.5% interest earnings.
LL	Hollywood	P	Effective 9/30/11 - Age 56 and 10 years of svc., or age 52 with 24 years of svc.	LOD: greater of monthly accrued benefit or 50% of earnings NLOD: must have 5 yrs. of svc. 2.50% of AME 5 yrs. of svc. but not less than 25% of earnings at time of disability	Effective 9/7/11 - 2% Service payable to age 65		Y	Y		Total monthly compensation paid for services rendered, including longevity and assignment pay, but excluding overtime, payments for holiday pay, blood time, and sick pay	10	6.00%	DROP: lesser of 8 yrs or a total of 30 yrs of employment. DROP participants earn 8% interest.
LL	Hollywood	F	Effective 9/30/11 - Age 65 and 10 years of svc., or age 52 with 24 years of svc.	LOD: provides 75% of salary NLOD: must have 5 yrs. of svc., benefit is 25% of salary	2.00%	Y				The fixed monthly remuneration, including wages and educational incentive payments, but excluding overtime, workers' compensation, expense allowances, cash conversion for holiday benefits, blood time and compensatory time, as well as excluding unused accrued leave payouts.	10	7.50%	Tier One = COLA provides a 2% increase to all normal service retirees beginning 3 years after retirement. Tier Two = No COLA. Tier One = DROP applies to members who have reached age 50 + 10 years or completed at least 23 years, but less than 30 years. Tier Two = DROP applies to members who have reached age 55 + 10 years or completed at least 25 years, but less than 30 years. Tier One = 8% fixed DROP earnings. Tier Two = 6% fixed DROP earnings. Effective 9/30/11 - the DROP option, the COLA and the Supplemental benefit have been eliminated for those retiring after 10/1/11.
LL	Hornes Beach	P	Age 55 + 10 years; or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: 42% of AFC with less than 5 Yrs. of svc. 51% with 5-10 yrs. of svc. and 60% after 10 or more yrs. of Credited Service. NLOD: must have 10 yrs. of svc. accrued benefit but not more than 60% of AFC.	3.25%, plus supplemental monthly benefit of \$5.00 per year of service.			Y		W-2 Earnings	Graduated 5 - 10	6.00%	COLA provides a 2% increase upon the retiree's first anniversary and 2% thereafter for his or her beneficiary's lifetime
LL	Homestead	F	Age 55 + 10 years; or 52 + 25 years EARLY: Age 45 + 10 years	LOD: accrued benefit of 50% of AFC NLOD: 25% of AFC.	3.00%			Y		Base compensation plus longevity compensation		5.00%	

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L Y	D E P O S I T	C O N T R I B U T I O N	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Homestead	P	Age 55 + 10 years; or Age 52 + 20 years; or 25 years regardless of age; or Age + Years = 64 or more EARLY; Age 50 + 10 years	LOD: greater of accrued pension or 50% of final avg. comp. NLOD: must have 5 yrs. cr. svc. greater of accrued pension or 25% of final avg. comp.	3.5% of AFC times total service to a max. of 80% of AFC; plus, 2% of AFC for all years of service in excess of 40 years of service.			Y		Total Pay, including up to 264 hrs. of overtime	10	7.65 %	
Chapter	Howey In The Hills	P	Age 55 + 10 years; or Age 52 + 25 years EARLY; Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary NLOD: must have 10 yrs. cr. svc.; accrued benefit, but not less than 25% of avg. mo. salary.	3.00%					Chapter	10	5.00 %	
LL	Indianlake	P & F	Either of: Age 55 regardless of years of service; or Age 52 + 25 years EARLY; Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary NLOD: after 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. salary.	3.00%		Y			Total salary earnings	10	5.00 %	
LL	Indian Harbour Beach	P	Age 52 + 10 years EARLY; Age 50 + 10 years	LOD: 50% of regular base salary, but not less than his accrued retirement benefit or 42% of his AFC at the time of his disability NLOD: return of member contributions	3.00%			Y		Total Cash Remuneration	10	5.50 %	COLA 3% commencing 7-1-01
LL	Indian River Shores	P & F	Age 55 + 7 years of service; or age 52 + 25 years of service EARLY; Age 50 + 7 years of service	LOD: accrued benefit, but not less than 42% of avg. mo. salary NLOD: must have 10 yrs. cr. svc.; accrued benefit, but not less than 25% of avg. mo. salary.	2.75%	Y				Total cash remuneration including all overtime	Graduated 2-7 years	9.00 %	
Chapter	Indian Shores	P	Age 55 + 10 years; or Age 52 + 25 years EARLY; Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary NLOD: must have 10 yrs. cr. svc.; accrued benefit, but not less than 25% of avg. mo. salary.	2.50%					Chapter	10	5.00 %	
LL	Jacksonville	P & F	20 years regardless of age	Form of benefit same as for active or retired employees. 60% of earnings base or retirement benefit if greater; minimum of \$400 per month.	3% for first 20 years of credited service, 2% for next 10 years of service, with minimum of \$400 per month.			Y		Base Salary, includes longevity, city college incentive, enhanced certification pay, emergency operation and hazardous duty pay, shift differential, and upgrade pay. Excludes overtime, state incentive pay and payments for unused accrued time.	5	7% (variable)	DRQP not to exceed 60 months
LL	Jacksonville Beach	P	Age 55 + 5 years; or Age 52 + 25 years; or 30 years regardless of age EARLY; Age 50 + 10 years; or 20 years regardless of age	LOD: accrued benefit with a minimum of 50% of AFC before regular retirement age, at regular retirement age minimum of 42% of AFC. NLOD: accrued benefit with 10 yrs. cr. svc. not less than 25% of AFC.	3.00% for first 30 years, and 2% for each year in excess of 30 years.		Y			Salary paid for services rendered includes longevity, overtime, shift, incentive pay, and up to 750 hrs. of vacation & sick leave pay	5	6.45 %	
LL	Jacksonville Beach	F	Age 55 + 5 years; or Age 52 + 25 years; or 30 years regardless of age EARLY; 20 years regardless of age	LOD: accrued benefit with a minimum of 50% of AFC before regular retirement age, at regular retirement age minimum of 42% of AFC. NLOD: accrued benefit with 10 yrs. cr. svc. not less than 25% of AFC.	3.00% for first 30 years, and 2% for each year in excess of 30 years.		Y			Salary paid for services rendered for overtime, longevity, shift differentials, incentive pay, vacation, holiday & sick leave.	5	6.45 %	COLA - 2% for all retirees beginning 2 years after retirement.
LL	Jupiter	P	Age 55 + 10 years; or Age 60 regardless of years of service; or plus months calculated in months = 760 months EARLY; Age 50 + 10 years	LOD: accrued benefit, min. of 60% of AFC, plus monthly supplement of \$100 and \$5 per yr. of cr. svc.	3% of Average monthly salary times yrs. of credited service. BDE monthly supplements of \$100 and \$5 per year of credited service.			Y		Total cash compensation, including overtime, but not including any payments for sick days or a special deal work performed on behalf of another employer.	10	7.66 %	

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMALLY EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A P P L	S U R P O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Key Biscayne	P & F	For Police and Fire: Age 55 + 5 years; or Age 52 + 25 years. For Firefighters only, may retire based upon a combination of age and service equal to 75 years EARLY: Age 50 + 5 years	LOD: accrued benefit, not less than 70% of AFC. NLOD: must have 5 yrs. or svc., accrued benefit, not less than 50% of AFC.	POLICE: 3% FIRE: 3% for first 15 years and 4% for all years in excess of 15.	Y	Y		Total cash remuneration for services rendered. Fire Share plan	5	10.50 %	Share Plan for Fire. Includes accumulated increases and any annual increases over \$235,255. DROP - For Fire & Police. Is for 60 months.
LL	Key West	P & F	Age 55 + 10 years, or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: greatest of 42% of avg. mo. comp. accrued benefit, 18 times avg. mo. comp. Shall not exceed 60% of benefit. NLOD: must have 10 yrs. or svc., accrued benefit, but not less than 25%.	3.0% of final monthly compensation by the number of years of credited service, plus \$269 from date of retirement until member's 65th birthday	Y			Base salary and compensatory time increases to base pay, experience, longevity and years of service pay and license or training pay, including pick-up contributions for all hours worked. Shall not include payments for accrued sick, vacation, compensatory, holiday pay.	Graduated 5 - 10	7.00 % (city pick-up)	
LL	Kissimmee	F	Age 50 + 10 years; or 25 years regardless of age EARLY: Age 40 + 10 years; hired after 1/1/13 age 55 + 10 years or 30 years regardless of age	LOD: accrued benefit with a minimum of 42% of AFC. NLOD: must have 5 yrs. or svc., accrued retirement benefit, but not less than 25% of AFC	3.23% of AFC for the 1st (30) Years, + 2% for each year in excess of (30). Max is 100% of AFC. Hired after 1/1/13 3% of AFC + 2% for each year in excess of 30.	Y	Y		Total compensation reported on W-2 form; excludes lump sum accrued sick/vacation pay, includes overtime, longevity and incentive pay.	Graduated 5 - 10	1.00 % (city pickup); hired after 1/1/13 3%	DROP is 60 months. COLA: Effective 10-1-01 monthly benefit for retirees on or before 10-1-00 is increased by 2% for each full year of retirement up to a maximum of 10%. One percent (1%) COLA payable each year beginning when retiree reaches age 55. 8/2013 implemented.
LL	Kissimmee	P	Age 50 + 10 years EARLY: Age 40 + 10 years	LOD: accrued benefit with a minimum of 42% of AFC. NLOD: must have 5 yrs. or svc., accrued retirement benefit, but not less than 25% of AFC.	3.5%; hired after 5/6/14 3%	Y	Y		Total compensation reported on W-2 form; includes overtime, longevity and incentive pay, excludes special assignment & spousal detail pay and all tax deferred, sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions.	Graduated 5 - 10	3.7%; Hired after 5/6/14 5%	Prem Tax Rev rec'd above \$1,177,117.00 will go into a share plan
LL	LaBelle	F	Age 55 + 10 years; or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit with a minimum of 42% of AFC. NLOD: must have 10 yrs. or svc., accrued benefit, but not less than 25% of AFC	2.00%					10	1.00 %	
LL	Lady Lake	P	Age 55 + 10 years; or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit; not less than 42% of AFC NLOD: must have 10 yrs. or svc.	3.3%, plus a supplemental monthly benefit of \$200	Y	Y		Total compensation for services on W-2 plus all tax deferred, tax sheltered, or tax exempt items of income	10	5.00 %	Member contributions are pre-tax (414)(2)(R). Provide future service retirees with a \$100 per month benefit supplement, payable for life
LL	Lake Alfred	P & F	Age 55 + 10 years; or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, not less than 42% of AFC NLOD: must have 10 yrs. or svc., accrued benefit, not less than 25% of AFC	2.75%		Y	Chapter		10	5.00 %	Fire laying ordinance passed on 8/20/11. It is likely that they will combine the firefighters into the existing Police Officers' Retirement Plan. (7/6/11 - Pending establishment of fire position)
LL	Lake City	F	Age 55 + 10 years; or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: 42% of current final mo. comp. NLOD: must have 10 yrs. or svc.; 27.5% of current final mo. comp.	2.75%, plus a supplement equal to \$5 per month times credited service	Y	Y		Total cash remuneration	10	5.00 % (city pick-up)	COLA: Commencing at age 60 retirees will receive a 2% adjustment to annual retirement benefit.
LL	Lake City	P	Age 55 + 10 years; or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: 3% of final mo. comp + or svc., not less than 42% of AFC, plus \$290. NLOD: must have 10 yrs. or svc.	After 10/1/08, 4%, prior to 10/1/08 3.00%, plus a monthly supplement equal to \$10.00 per month times years of credited service, payable on member's retirement date or the end of the member's DROP participation.	Y	Y	Chapter		10	5.00 % (city pick-up)	COLA: available only to those who retired before 10/1/08

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S M A R E	S U P P L	D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Lake Helen	P	Age 55 + 6 years, or 25 years regardless of age EARLY: 10 years regardless of age	LOD: greater of accrued benefit or 42% of avg. mo. comp. MLOD: min. have 10 yrs. or svc. greater of accrued benefit or 25% of avg. mo. comp.	3.00%					Chapter	6	1.00%	
LL	Lake Mary	P	Age 55 + 5 years, or 20 years regardless of age EARLY: Age 50 + 5 years	LOD: greater of accrued benefit or 50% of salary MLOD: must have 10 yrs. or svc., accrued benefit	3.20%			Y		Total compensation as reported on members W-2 form, plus all tax deferred, sheltered, or exempt items of income  Full-time: Total compensation for services rendered as a firefighter reportable on W-2, excluding lump sum payments for sick and vacation leave at termination. Volunteers: Total Cash paid annually derived from actual services rendered as a Volunteer Firefighter, excluding bonuses.	5	5.00%	
LL	Lake Mary	F	Age 55 + 5 years, or 20 years of service regardless of age EARLY: Age 50 + 10 years	LOD: greater of his accrued retirement benefit, but not less than 50% of his current salary MLOD: must have 5 yrs. or svc., accrued retirement, but not less than 25% of his current salary	3.20%			Y		Effective 7/1/11, salary means the fixed monthly remuneration paid a firefighter, including up to 300 hours of overtime, and excluding payments for accrued unused vacation and sick leave for service earned after 7/1/11.	10	5.00%	DROP not to exceed 60 months; Cash lump sum at termination of employment.
LL	Lake Wales	F	Age 55 + 10 years, or Age 50 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC MLOD: must have 10 yrs. or svc., accrued benefit, but not less than 25% of AFC	3.00%			Y		Effective July 1, 2011, salary means total cash remuneration, including up to 300 hours of overtime per year, but excluding any payments for extra duty or special detail work performed on behalf of a second party employer, and excluding any payments for accrued unused vacation or sick leave for service earned after July 1, 2011.	10	5.00%	10/12 - AFC is average 5 highest of last 10 yrs
LL	Lake Wales	P	Age 55 + 10 years, or Age 52 + 25 years, or Members retiring on or after 10-1-1998 EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC MLOD: must have 10 yrs. or svc., accrued benefit, but not less than 25% of AFC	3% after 10-1-98			Y		Effective July 1, 2011, salary means total cash remuneration, including up to 300 hours of overtime per year, but excluding any payments for extra duty or special detail work performed on behalf of a second party employer, and excluding any payments for accrued unused vacation or sick leave for service earned after July 1, 2011.	10	5.00%	10/12 - AFC is average 5 highest of last 10 yrs
LL	Lake Worth	P & F	Age 55 + 10 vesting credits, or 20 years regardless of age, or Rule of 75 (Age + Years = 75 or more) EARLY: Age 50 + 10 years	POLICE: LOD = accrued benefit calculated as though the member has 20 yrs. or svc. Payable for life MLOD = must have 10 yrs. or svc., amount of normal benefit which has accrued. FIRE: LOD = greater of 50% of AFC or accrued benefit. MLOD = must have 10 yrs. or svc., amount of normal benefit which has accrued.	POLICE: 3% FIRE: 3.75% (15th check)			Y		Annual rate of pay earned excludes overtime and payments for unused leave time	Police: 10 Fire: 10	Police: 7.08% Fire: 11.25%	Annual COLA payable to participants that have been retired for 2 consecutive years equal to 1/2 of the actuarial gain realized for the prior fiscal year. Share plans for police & fire. Ordinance 2013-51 merges assets of No. 1 and Division 2. No benefit changes. Division 1 board will oversee Division 2.
LL	Lakeview	P	Age 55 + 10 years, or 25 years regardless of age. Early: age 50 with 10 years	LOD = accrued retirement, but not less than 65% MLOD = must have 10 yrs. or svc., accrued retirement, but not less than 40%.	3%			Y		Total W-2 compensation, plus all tax deferred, tax sheltered and exempt items of income	10	11.00%	DRCP, up to 60 months. Effective 01/108 - the police officers were moved from the old General Employees Plan and the Supplemental Plan into the new Police Officers Plan. Employees have option of choosing three tiers, with bulk of existing members and all new hires going into the Second Tier.

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S U P P L E M E N T A R Y B E N E F I T S	C O L A	S A L A R Y	V E S T I N G (in years)	M E M B E R C O N T R I B U T I O N	C O M M E N T S
LL	Lakeland (F - Supplemental)	F	Age 55 + 15 years; EARLY: Age 50 + 15 years	LOD: 1/12 of \$535.00 x cr. svc. NLOD: must have 10 yrs. cr. svc., 1/12th of \$267.50 x cr. svc.	One-twelfth of \$565.00 times Credited Service.	Y	Y	Total W-2 Compensation plus layoff benefits/except income excluded educational incentive pay	Graduated 10 - 15	3.00 %	
LL	Lakeland City Plan	F & G	Fire: age 62 + 10 years Fire: Early - Age 52 + 10 years	FIRE: None	3.00% of AFC for first 15 years of Credited Service, plus 1% of AFC for Credited Service in excess of 25 years.		Y	Total Salary Received	10	7.00 %	
LL	Lantana	P	Age 50 + 10 years	LOD: accrued benefit with 10 yrs. cr. svc. NLOD: accrued benefit, eligible for minimum of 25% of his AFC.	3% plus a monthly supplement amount equal to \$35 per year of service.		Y	Base salary not including overtime, bonuses or any other nonregular payments.	Graduated 10 - 15	7.00 %	
LL	Lantana CLOSED	F	Age 55 + 10 years; or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: normal pension earned at time of disability, subject to a minimum of 75% of AFC. NLOD: after 5 years of service, normal pension earned at time of disability, subject to a minimum of 25% of AFC.	3.00%	Y		Total annual salary paid for services rendered. Includes overtime, accumulated annual leave and other payments in addition to employees base pay.	10	10.00% total 2.00% to db 8.00% share	COLA: 3% each Oct. 1 following attainment of age 55 or one year after receipt of retirement benefit.
LL	Largo	P & F	Age 55 + 10 years; or 20 years regardless of age; or Age 62 regardless of years of service EARLY: Age 50 + 10 years	LOD: 60% of AFC. If total benefit plus workers comp benefit exceeds 100% of AFC, the excess over 100% will be used to reduce the disability benefit. NLOD: must have 10 yrs. cr. svc., 50% of AFC. If total benefit plus workers comp benefit exceeds 100% of AFC, the excess over 100% will be used to reduce the disability benefit.	3.25%	Y		Compensation for services rendered as a police officer or firefighter for regular hours, excludes overtime.	10	5.00 %	Ordinance #2002-04 grants a one-time ad-hoc COLA to members retired as of 10-1-98. Maximum DROP period for Police is 7 years and for Fire is 5 years. FIRE SHARE PLAN: Effective 10/1/09 - established for firefighters using accumulated increases and future increases over \$325,030 of stable moneys. POLICE SHARE PLAN for Police is effective 10/1/11 - includes all accumulated increases and future increases over the frozen amount. (Note: Increases in stable moneys were not used to bring salary up to 300 hours of overtime based on Ch. 2011-216, Laws of FL.)
LL	Lauderdale By The Sea (Volunteer)	F	Age 55 + 10 years; or age 52 with 25 years EARLY: Age 50 + 10 years	LOD: \$10.00 per month for each yr. of cr. svc. or 2% of avg. mo. earnings. NLOD: must have 10 yrs. cr. svc. or 2% of avg. mo. earnings.	\$10 per month for each yr. of Credited Service			Member's total cash incentives from the City.	10	5.00 %	
LL	Lauderhill	F	Age 55 + 10 years; or EARLY: Age 50 + 10 years	LOD: greater of accrued benefit or 50% of rate of monthly earnings in effect at disability WC & SS offset. NLOD: must have 2 yrs. cr. svc.	3% for all years prior to 10/1/03, and 4% for all years after 10/1/03.	Y	Y	Fixed monthly remuneration paid by the city to a firefighter.	10	13.72 % (city pick-up)	Eligible for DROP after 20 years credited service. Maximum participation in DROP 60 months COLA: after 3 years, 1.5% increase in benefit.
LL	Lauderhill	P	Tier One: Age 55 + 5 years; or 20 years regardless of age Tier Two: Age 55 + 10 years; or 25 years regardless of age EARLY: Age 50 + 5 years	LOD: must have 10 yrs. svc. greater of accrued benefit or 42% of mo. earnings. NLOD: must have 10 yrs. cr. svc., greater of 2% of AME times yr. of svc. or 25% of rate of mo. earnings.	Tier One: 3.5% (13th check, based on investment gains & total experience gains) Tier Two: 3% (employee option to purchase 3.5% benefit)	Y		Tier One: Total Cash remuneration for services rendered Tier Two: base pay, longevity pay, education incentive pay, assignment pay, and up to 300 hours of overtime	Tier One: 5 Tier Two: 7	10.00 %	Tier One: COLA is variable and is provided out of excess investment return and net experience gains. Tier Two: No COLA - DROP participation is for maximum of 5 years. Tier Two: all police officers hired after March 23, 2009

BRIEF SUMMARY OF PLAN BENEFITS

Source: Current Actuarial Valuations and Plan Documents

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A P E	S U P P L	D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Leeburg	F Age 55 + 10 years; or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: equal to 50% of basic comp. paid in the calendar yr. preceding date of term. of svc. not to exceed 100 % normal ret. income. NLOD: (less than 10 yrs.) - the greater of act. value of accrued ret. at date of dis. or smaller of 2 % basic comp. paid in the calendar yr. preceding date of dis. or 60% of ret. (more than 10 yrs.) - greater of single-sum value of accrued ret. or 50% of basic comp.	3%, plus a monthly supplement of \$10.50 per month per year of credited service, payable for a maximum of 13 years.	Y		Y	Compensation actually paid to a participant, but excludes overtime, shift differential, commissions, bonus payments, sick/annual/compensatory time, expense allowances, & all forms of extraordinary compensation.	10	6.50 %	Ad-hoc COLA every 3 years not to exceed 3%. SHARE PLAN - allocations accumulated increases since 1998 and future increases over the frozen amount to all firefighters.	
LL	Leeburg	P Age 55 + 10 years; or Age 50 + 25 years EARLY: Age 45 + 10 years	LOD: accrued retirement benefit, but no less than 50% of AFC. NLOD: must have 10 yrs. cr. svc.; accrued retirement benefit, but no less than 25% of AFC.	3% prior to May 27, 2003 and 2% thereafter.		Y	W-2 Compensation, includes lump sum payments for sick/annual/compensatory leave, bonuses as well as all tax deferred/exempt items.	10	7.65 %	DROP - participation up to 60 months.		
LL	Longwood	P & F Age 50 + 5 years; or 25 years regardless of age	LOD: accrued benefit, but not less than 50% of avg. mo. salary. NLOD: must have 10 yrs. cr. svc.; accrued benefit, but not less than 25% of avg. mo. salary.	3%, plus supplemental benefit for those eligible for normal retirement.			FIRE: Fixed Monthly Compensation. POLICE: Total Cash Remuneration.	10	1.00 %			
LL	Lynn Haven	F Age 55 + 10 years; or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. cr. svc.	3.50%		Y	Total compensation for services rendered to the city as firefighter reportable on members W-2 form, plus all tax deferred, sheltered and exempt items of income.	10	5.00 %			
LL	Lynn Haven	P Age 55 + 10 years; or Age 60 regardless of years of service; or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. cr. svc.; accrued benefit, but not less than 25% of avg. mo. salary.	3.50%		Y	W-2 Compensation.	10	5.00 % (city pick-up)			
LL	Madison	P Age 55 + 10 years; or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. NLOD: must have 10 yrs. cr. svc.; accrued benefit, but not less than 25% of AFC.	3.00%		Y	Total Compensation: For service earned after July 1, 2011, overtime is limited to 300 hours. Payments for accrued unused sick or annual leave for service earned after 7/1/11 is excluded.	10	4.00 % city pick-up			
LL	Madison	F Age 55 + 10 years; or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. NLOD: must have 10 yrs. cr. svc.	3.00%		Y	Total compensation for services rendered, excluding overtime in excess of 300 hours, and excluding accrued unused sick and vacation payments for service earned after July 1, 2011.	10	7.1%			
LL	Marietta	P & F Age 55 + 10 years; or Age 45 + 20 years; or 20 years regardless of age & elect to pay additional contributions EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 60% of AFC. NLOD: must have 10 yrs. cr. svc.; accrued benefit, but not less than 25% of AFC.	3%, plus Share Accounts		Y	Total Cash Compensation	5-10	Group A: 1.70 % Group B: 4.70 %			
LL	Marietta	F Age 55 + 6 years; or 20 years regardless of age EARLY: Age 50 + 6 years	LOD: accrued benefit, but not less than 55% of avg. mo. salary. NLOD: must have 8 yrs. cr. svc.; accrued benefit, but not less than 25% of avg. mo. salary.	3.50%		Y	Fixed monthly compensation	B	5.00 %			
LL	Marco Island	F Age 55 + 6 years; or 25 years regardless of age EARLY: Age 50 + 6 years	LOD: greater of accrued benefit or 42% of AFC. NLOD: must have 8 yrs. cr. svc.; greater of accrued benefit or 25% of AFC.	3.00%, plus a monthly benefit supplement equal to \$3 for each full year of Credited Service, not less than \$50 per mo. & not more than \$90 per mo.	Y	Y	Monthly compensation including overtime.	B	1.00 %			

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	SHARE PLAN	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Marco Island	P	Age 55 + 6 years; or 20 years regardless of age EARLY: Age 50 + 8 years	LOD: day one coverage - accrued retirement benefit, but not less than 42%. NLOD: must have 6 yrs. cr. svc., accrued retirement benefit, but not less than 25%.  LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. salary.	3.00%, plus a monthly benefit supplement equal to \$3 for each full year of Credited Service, not less than \$30 per mo. & not more than \$80 per mo.	Y	Total cash remuneration for services rendered to include up to 300 hrs. of overtime and lump-sum payments of vacation and sick leave	6	5.00 %	Supplemental benefit of \$3 per month per year of service with a minimum of \$30 per month and a maximum of \$80 per month.
Chapter	Marianna	F	Age 55 + 10 years; or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. salary.	3.00%		Chapter	10	5.00 %	
Chapter	Marianna	P	Age 55 + 10 years; or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. salary.	3.50%		Chapter	10	5.00 %	
LL	Medley	P	Age 55 + 10 years; or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: mo. benefit equal to 2.5% of AFC times total yrs. cr. svc., minimum 42% of avg. mo. salary. NLOD: must have 10 yrs. cr. svc., minimum benefit equal to 2.5% of AFC, minimum amount paid shall be 25% of avg. mo. salary.	3.00%		Total cash remuneration for services rendered.	10	5.00 %	
LL	Melbourne	F	Prior to 5-9-78: Age 50 regardless of years of service; or 25 years regardless of age After 5-78: Age 55 + 10 years; or 25 years regardless of age EARLY: Age 50 regardless of years of service; or 20 years regardless of age	LOD: accrued benefit at 2% benefit rate, but not less than the greater of 42% of AFC or 40% of regular base salary. NLOD: must have 10 yrs. cr. svc., accrued retirement benefit, but not less than 25% of AFC.  LOD: accrued benefit, but not less than 50% of AFC. NLOD: must have 366 consecutive days of cr. svc., accrued benefit, but not less than 25% of AFC.	3.25%, plus a monthly benefit supplement equal to \$5 for each full year of Credited Service, which increases after five years to \$7.50.	Y	Employees base pay plus incentive pay	10	6.00 %	COLA is variable based on increase investment earnings and increases in state moneys from the Enhanced Benefit Account (EBA). Supplemental benefit is also paid from the same EBA. Payments are first paid on the supplemental benefit and then the COLA.
LL	Melbourne	P	Prior to 1/1/10: Earlier of Age 50+10, or 25 years continuous regardless of age After 1/1/10: Age 40 +10 Age 55 + 10 years; or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: accrued benefit, but not less than 50% of AFC. NLOD: must have 366 consecutive days of cr. svc., accrued benefit, but not less than 25% of AFC.	3.00%	Y	Tier One: For those hired prior to 11/27/12 - Total Cash Compensation reported on member's W-2 form, with up to 200 hours; provided overtime shall be increased to 300 hrs. during any declared emergency. Tier Two: those hired after 11/27/12 - salary is the same except overtime is limited to 150 hours. For both tiers: excludes any work performed on behalf of a second party employer, as well as any payments for unused sick and annual leave, except for those employed as of 11/27/12, shall include any such payments for leave earned prior to 11/27/12, but shall not include payments for such credit earned after 11/27/12.	10	8.00 % (city pickup)	Tier One: hired before 11/27/12 - employee contributions are 6.5%; Tier Two: those hired after 11/27/12 - employee contributions are 8%. DROP: 60 months or 31 years of employment with the City Member's choice of 1) plan's net rate of return 2) 6.5% interest for those who enter DROP prior to 11/27/12 and 1.3% for those who enter DROP after 11/27/12. COLA: Tier One: Pro-rated portion of 1%, where the proration is the number of years of service on the effective date over the number of years of service at retirement, applied one year after retirement for 10 years and then ceases. Tier Two: for those hired after 11/27/12 - No COLA.
LL	Melbourne Beach	P	Age 55 + 10 years; or Age 52 + 20 years EARLY: Age 50 + 10 years	LOD: 50% of rate of regular base pay. NLOD: must have 10 yrs. cr. svc., accrued benefit, not less than 25% of avg. mo. earnings.  Ordinary: 10 or more yrs. svc., 90% of benefit rate x AFC with minimum benefit of 30% AFC; 10 yrs. certain & life Accidental: 66.25% of AFC or 66.25% of final comp. whichever is greater. 40% joint & survivor normal form, with minimum of 10 yrs. certain & life.	3.00%, plus a monthly benefit supplement equal to \$10 for each full year of Credited Service.	Y	Total Cash Compensation for services rendered.	10	5.00 %	COLA: 3% per year beginning with 10/1 following normal retirement date, ending on the 10/1 preceding age 62. (Excludes disability retirees).
LL	Miami	P & F (Share)	Age 50, or Rule of 70 (Age + Years = 70) EARLY: 20 years regardless of age	Ordinary: 10 or more yrs. svc., 90% of benefit rate x AFC with minimum benefit of 30% AFC; 10 yrs. certain & life Accidental: 66.25% of AFC or 66.25% of final comp. whichever is greater. 40% joint & survivor normal form, with minimum of 10 yrs. certain & life.	3.00% Also, has Share Plan.	Y	Base Salary includes pick-up contribution, vacation/sick/leave or family-sick leave	10	7.00 %	Ord. No. 13202, 9/27/10 - made a number of reductions in benefits... is being challenged.

BRIEF SUMMARY OF PLAN BENEFITS

Source: Current Actuarial Valuations and Plan Documents

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L Y	D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Miami Beach	P & F	Age 50 regardless of years of service, or Rule of 70 (Age + years = 70 or more)	LOD: accrued benefit but not less than 85% of compensation. MLOD: must have 5 yrs. cr. svc., accrued benefit.	3% per year, up to 20 thereafter. 4% Maximum 60%.	Y	Y	Y	Y	Members base pay, longevity, overtime, shift differential and extra compensation allowances. (Uniform & Police-up member contributions.) Overtime not to exceed 300 hrs.	10	10.50%	* Prerequisite On-Call & State Training certificates are not pensionable items. Member of Base & Supplemental Pension Funds by resolution 112289.
LL	Miami Shores Village	P	25 years regardless of age EARLY: Age 55 + 15 years	LOD: greater of accrued benefit or 42% of AFC. MLOD: must have 10 yrs. cr. svc., greater of accrued benefit or 25% of AFC.	2.91% up to 25 years of svc., but not less than 2% for all years of service.	Y	Y	Y	Y	Salary for personal services rendered.	10	9.00%	1.5% COLA each 10/1
LL	Miami Springs	P	Age 55 + 10 years continuous, or 20 years continuous regardless of age EARLY: 50 + 10 years continuous	LOD: 66.25% of earnings less workmen's comp. & Social Security P/A. MLOD: must have 10 yrs. cr. svc., accrued benefit, based on AME, svc. & contrib. rate.	3.50%	Y	Y	Y	Y	Basic compensation excludes overtime and 5 lump sum payments	5	9.00%	
Chapter	Midway Fire District	F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. MLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. salary.	3.00%					Chapter	10	5.00%	
LL	Milton	P	Age 55 + 10 years, or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. MLOD: must have 10 yrs. cr. svc.	3.1% of AFC times Credited Service, plus a \$200.00 per month supplement until age 65	Y	Y	Y	Y	Total Cash Compensation for services rendered.	6	6.00%	
LL	Milton	F	Age 54 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit payable for life with 10 yr. guarantee (options available) or until recovery (as determined by Board) MLOD: must have 10 yrs. cr. svc.	3.85% of AFC for each year of credited service, plus \$165 each month	Y	Y	Y	Y	Total compensation for services rendered to the city as firefighter, reportable on members' W-2 form.	10	6.50%	DROP: 5 years
LL	Milamur	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: greater of accrued benefit or 66.25% of AFC as of date of exit, with annual cost-of-living adjustment & purchasing power protection. MLOD: must have 10 yrs. cr. svc., greater of accrued benefit or 30% of AFC.	3.00% cannot exceed 60% of Average Monthly Earnings.	Y	Y	Y	Y	Base Pay excludes bonuses and overtime	10	6.47% (city pick-up)	COLA - .3% annual adjustment. DROP - up to five years Shute Plan - excess state premium tax moneys.
LL	Milamur	P	Tier One: Age 55 + 10 years, or 20 years regardless of age. Tier Two: Age 55 + 25 years regardless of age. EARLY: Age 50 + 10 years	LOD: 66.25% of avg. mo. comp. MLOD: must have 10 yrs., greater of accrued benefit or 25% of AME	Tier One: 3.25%, plus 5% per year for the 21, 22 and 23 years. Tier Two: 3% with max of 75% upon completion of 25 yrs. Svc.	Y	Y	Y	Y	Base Rate of pay, Auto, mileage, bonuses and over-time are excluded.	10	13.40% (city pick-up)	Tier Two created for all employees hired after June 10, 2008. COLA: Available only for Tier One police officers, annual 2% commencing 5 yrs after retirement.
Chapter	Monticello	P	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary. MLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. salary.	2.75%					Chapter	10	7.00%	
LL	Monticello (all volunteer)	F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. MLOD: after 10 years, accrued benefit, but not less than 25% of AFC.	Greater of: 1/2.5% of AFC 21\$21.00 per month for each year of Credited Service					Chapter	10	N/A	
LL	Mount Dora	P	Age 55 + 6 years EARLY: Age 50 + 6 years	LOD: greater of accrued benefit or 42% of AFC. MLOD: must have 6 yrs. cr. svc., greater of accrued benefit or 25% of AFC.	3.25%	Y	Y	Y	Y	Total Cash Compensation for services rendered as reportable on the W-2 form, plus all tax deferred income	6	5.55%	DROP: 5 years

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	SHARE PLAN	S U P P L	S H A R E	S D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Mount Dora	F	Prior to 5/20/97: Age 50 regardless of years of service; or 25 years of service. After 5/20/97: Age 50 + 10 years; or Age 47 + 25 years. EARLY: Age 45 + 10 years.	LOD: greater of accrued benefit or 42% of AFC. MLOD: greater of accrued benefit or 25% of AFC.	3.25%	Y	Y	Y	Y		Total Cash Compensation for services rendered for service earned after 10/1/12 excludes overtime in excess of 300 hours and payments for accrued unused sick and annual leave.	10	6.49 %	DROP: 5 years SHARE PLAN: Using accumulated increases as identified in the 12/10/12 actuarial study, all active receive a one-time share allocation.
LL	Naples	P	Tier One: Hired prior to 4/1/12 - Age 50 regardless of years of service; or 25 years regardless of age. Tier Two: Age 60 with 8 years of service, or 30 years of service regardless of age. Tier One: For those hired prior to April 1, 2012 - EARLY: Age 45 regardless of years of service; or 20 years regardless of age. Tier Two: For those hired after April 1, 2012: Early retirement is a 5% reduction per year for each year that early retirement precedes the new normal retirement date.	LOD: greater of accrued benefit or 42% of AFC. MLOD: greater of accrued benefit or 25% of AFC.	Tier One: 3.63% - Relinees also receive a monthly COLA supplement to age 62. Tier Two: effective 3/31/12 benefit accrual is 3% for all future accruals (except those that were fully vested on effective date).						Total compensation, including up to 300 hrs of OT pay; but, excluding payments made for accrued sick and vacation, extra detail, and special detail pay.	5, but for members hired after 3/31/12, vesting is 8 years.	Tier One: 5% Tier Two: 3%	Old #01-9183 Window for early retirement without penalty, Nov. 1, 1999-Jan.31, 2000 - Age 44 with 20 yrs. Credited Service. COLA: Tier One - 3%, payable one year after retirement, and upon reaching age 55. Benefit payable between age 55 and age 62. Tier Two: No COLA is provided.
LL	Naples	F	Age 50 + 20 years; or Age 55 regardless of years of service; or 25 yrs. Regardless of age. Effective 6/1/13 age 55 with 8 years of service or 25 years of service regardless of age. EARLY: Age 50 regardless of years of service; 6/1/13 age 50 with 8 years of service.	LOD: greater of accrued benefit or 42% of AFC. MLOD: greater of accrued benefit or 25% of AFC.	4% - Hired after 3/31/13 3%	Y	Y	Y	Y		Base Cash Compensation excludes over-time, holiday and fringe benefit pay.	5	5%, hired on or after 6/1/13 3%	Share Plan established 10/1/09 using \$693K of accumulated increases and future increases in state moneys over \$1,089,662. Available upon death, regular or disability retirement.
LL	Nephtune Beach	P	Age 55 + 10 years; or 25 years regardless of age. EARLY: Age 50 + 10 years	LOD: greater of accrued benefit or 42% of AFC. MLOD: must have 10 yrs. cr. svc.	2.75%	Y	Y	Y	Y		Total compensation for services rendered reportable on members' W-2 form, plus all tax-sheltered or exempt items of income.	10	8.00 %	COLA: Relinee after 1-1-88 will receive a 3% increase in benefits
LL	New Port Richy	F	Age 50 + 10 years; or Age 40 + 20 years	LOD: Greater of: 1) 60% of base salary or, 2) 42% of AFC; or 3) Accrued benefits as of date of disability payable for life of the surviving spouse or to dependent children in the event of death, plus \$100 per month payable to age 65. MLOD: after one year of service - Greater of: 1) 30% of base salary, or 2) 25% of AFC, or 3) Accrued benefit, plus \$100 per month payable to age 65.	3.5% of AFC x Credited Service (max 75% of AFC; min. of 2% x all yrs. svc.), plus \$200 payable for life.	Y	Y	Y	Y		Total compensation reportable on member's W-2 form including over-time, plus all tax-deferred or tax-exempt items of income.	10	5.00 %	

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L E M E N T	D I R E C T	C O N T R I B U T I O N	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	New Port Richway	P	Age 50 + 10 years EARLY: 20 years regardless of age Tier 2 (10/1/13): 50 with 10 yrs or 48 with 25 yrs	LOD: 60% of regular base salary, plus supp. benefit. Min benefit is the greater of 42% of AFC; 2% of AFC x yrs of svc. & 3.5% of RBS x yrs of svc., not to exceed 75% of RBS. NLOD: must have 1 yr. of svc., service prior to 10/20/94 - 30% of RBS, plus supp. benefit; min. benefit after 10 yrs. of cr. svc. is greatest of 25% of AFC, 2% AFC x yrs. of cr. svc., & 3.5% of RBS x yrs. of cr. svc., not to exceed 75% of RBS; after 10/20/94, benefit = 10.5% of RBS x yrs. of cr. svc., not to exceed 30% of RBS; min. benefit after 10 yrs. greatest of 25% of AFC, 2% of AFC x yrs. of cr. svc. & 3.5% of RBS x yrs. of cr. svc., not to exceed 75% of RBS.	3.5% of AFC x Credited Service (max 75% of AFC), plus \$500 mo supplemental payable for life. Tier 2: 3.0%			Y	Y	Total compensation reportable on member's W-2 form plus all tax deferred or tax exempt items of income.	10	6.00 %	DRCP participation not to exceed 60 months, 6.5%/per annum computed monthly of the prior month's ending balance. Effective 8/20/13 the Police Chief can opt out of RBS. Tier 2 (10/1/13) - eliminates DRCP. AFC is best 3 yrs of last 5 yrs. Infile overtime to 160 hours
LL	New Smyrna Beach	F	Age 55 + 10 years; or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC NLOD: must have 5 yrs. of svc., accrued benefit, but not less than 25% of avg. mo. earnings	3% hired after 7/1/12 2%			Y	Fixed compensation for services rendered to the City as a firefighter plus all tax deferred, tax sheltered or tax exempt items of income.	10	4% hired 8/1 7/1/12 7% hired after 7/1/12		Share Plan established for all members retiring after January 1, 2004 with share members in excess of \$122,402. Share plan benefits shall not exceed \$750 per month.
LL	New Smyrna Beach	P	Earlier of: Age 55 + 10 years; or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg comp NLOD: must have 10 yrs. of svc., accrued benefit, but not less than 25% of avg comp.	3.00%		Y	Y	Total cash remuneration for services rendered and shall include overtime except for extra duty performed on behalf of a 2nd party employer.	10	10.00 %		
LL	North Bay Fire Control District	F	Age 55 + 10 years; or Age 52 + 25 years; or EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC NLOD: must have 10 yrs. of svc., accrued benefit, but not less than 25% of AFC	3.50%			Y	Fixed monthly compensation.	10	\$ .00 % (city pick-up)		
LL	North Miami #891 (Fire CLOSED 10/1/89)	P & F	Age 50 + 20 years EARLY: 14 years regardless of age	LOD: 75% of compensation (not to exceed 100%) NLOD: vested accrued benefit or return of contributions.	2.50% for Credited Service Up to 7-1-69, plus 3% for Credited Service After 7-1-69				Total Compensation, but excludes overtime, bonuses and certain other payments.	Graduated 5 - 10	7.00 %		
LL	North Miami #748 (Fire Retires Only)	P & F	Age 55 + 10 years; or Age 50 + 20 years EARLY: Age 50 + 10 years; or 20 years regardless of age	LOD: 75% of compensation (not to exceed 100%) NLOD: vested accrued benefit or return of contributions.	Prior to 07-01-79: 1% + 3% for service after 6-30-79 3.5% for service after 1/1/95. Also has Share Plan	Y			Total Compensation (Includes member contributions picked-up by the City Police share plan)	Graduated 5 - 10	11.51 %		
LL	North Miami Beach (Fire is closed - went to County in 1978)	P & F	Police: Age 52 regardless of years of service; or 20 years regardless of age Fire: Age 52 regardless of years of service; or 22 years regardless of age EARLY: 45 + 15 years; or Age 50 + 10 years	LOD: accrued benefit, but not less than 60% of FMC. NLOD: must have 8 yrs. of cr. svc.	3.55% through 10/1/07 - 3% thereafter unless state money is sufficient to fund 53% BOLA with additional monthly supplemental benefit of \$5.00 per year of service with a maximum of \$150.00 and a minimum of \$30.00.				POLICE: Total Cash Remuneration FIRE: Fixed Monthly Compensation	10	Police: 11.51% Fire: 6.00 %		Supplemental benefit is based on the excess 175 monies over the amount currently allowed to offset the City's contribution and will be distributed to retirees and beneficiaries. The amount will be based on a formula that accounts for both service and the amount of their monthly benefit subject to a \$20,000 limit. DRCP - allows participation for up to 5 years.
LL	North Naples Fire Control District	F	Age 55 + 8 years; or 25 years regardless of age EARLY: 0 years of service regardless of age	LOD: minimum of 65% NLOD: must have 8 yrs. of cr. svc.	3.55% through 10/1/07 - 3% thereafter unless state money is sufficient to fund 53% BOLA with additional monthly supplemental benefit of \$5.00 per year of service with a maximum of \$150.00 and a minimum of \$30.00.			Y	Monthly compensation includes overtime but excludes lump sum payments of unused leave	5	3.00 %		Includes a line-of-duty death benefit of 1/2 of member's salary to spouse for her lifetime, or upon her death same benefit divided among any minor children until age 18.
LL	North Port	P	Age 55 + 10 years; or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: greater of 2% x AFC x cr. svc. or 60% of earnings (80% AFC minimum for intentional violence) NLOD: must have 10 yrs. of cr. svc., same as LOD, except minimum 50% of earnings	3.55% through 10/01-2001, current & future retirees will receive \$165.00 per month benefit supplement.		Y	Y	Total W-2 compensation plus tax deferred income.	10	6.00 %		

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L	S D R O P	C O L A	SALARY	VESTING (In Years)	MEMBER CONTRIBUTION	COMMENTS
LL	North Port	F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. NLOD: must have 10 yrs. cr. svc.	3.5%, 3% for those hired on or after 10/12/12	Y	Y	Y	Y	Total W-2 compensation plus tax deferred income, effective 7/5/12 - excludes overtime in excess of 300 hours and excludes payments for accrued sick and annual leave for service earned after July 5, 2012.	10	10.30 %	DROP period is 36 months. Share Plan - effective 9/1/12, excess state premium tax monies and annual increases over \$250,000.
LL	North River Fire Control District	F	Age 55 + 5 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% NLOD: accrued benefit with 5 Years of service, but not less than 25%	3.00%					Total W-2 Compensation minus bonuses & other non-regular payments.	5	4.50 %	
LL	Oakland Park (Police is CLOSED)	P & F	Police & Fire: Age 42 + 20 years, or Age 58 regardless of years of service, or Age 55 + 10 years Tier Two Employees hired after 3/1/13: Age 55 with 10 yrs. svc. or Age 52 with 25 yrs. svc. EARLY: 50 + 10 years, or 20 years regardless of age	LOD: accrued benefit, but not less than 42% NLOD: accrued benefit, but not less than 25%	Police: 3%, subject to max of 75% Fire: 3% for first 10 yrs, 4% for next 10 yrs, 3% for next 5 yrs, with max of 85% after 25 yrs of svc. For those firefighters hired after 3/1/13 - 2.25%, with maximum of 70%.	Y				Basic wages plus longevity pay, includes up to 300 hrs. of overtime, excludes bonuses, etc. Y	Graduated 5-10 Tier Two - Firefighters 10 years	Police: 8.50 % (city pick-up) (contributions cease after 25 years service) Fire: Tier One: 10%, Tier Two: 8%	Police is closed plan. COLA in form of 13th check in Years of actuarial gain. Tier Two: firefighters hired after 3/1/13 not eligible for COLA. DROP: 5 years SHARE PLAN: for firefighters hired prior to 3/1/13, includes increases over \$195,707 (Ord. 2007-019 improvements). No Share Plan for firefighters hired after 3/1/13 (Tier Two). SHARE PLAN for police officers (Ordinance No. 2010-028) uses increases in state premium tax monies in conjunction with ad-hoc COLA for retirees.
LL	Ocala	F	Age 55 + 10 years, or Rule of 70 (Age + Years = 70 or more), or 25 years of service regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% NLOD: accrued benefit, but not less than 30%	3.00%		Y	Y		Total Earnings includes over-time, but excludes sick/vacation pay.	10	8.42 %	
LL	Ocala	P	Age 52 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% NLOD: accrued benefit, but not less than 25%	3.3% plus supplemental benefit of \$10 for each yr. of cr. svc.		Y	Y		Total compensation for services rendered to the City as a Police Officer, excluding special detail pay, bonuses & unused vacation & sick time, plus all tax deferred, sheltered or exempt items of income.	10	8.00 %	
LL	Ocala City-Wright Fire Control District	F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% NLOD: accrued benefit, but not less than 25%	3%, plus a monthly supplemental benefit of \$10 per year of service beginning 3 years after retirement until death or age 65		Y	Y		Total compensation as reported on members W-2 form, plus all tax deferred, sheltered, or exempt items of income.	7	5.00 %	
LL	Ocoee	P & F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% NLOD: must have 10 yrs. cr. svc.	3-50%		Y	Y		W-2 Compensation	5	7.00 %	DROP participation is for up to 5 years, member has choice of cash's investment earnings or 6.5% fixed. BackDROP rate is exceed 5 years and earns 0.5% fixed interest.
LL	Ocala Island Fire Control District	F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% NLOD: must have 10 yrs. cr. svc., accrued retirement benefit, but not less than 25%	3.5% plus additional \$250 supplement to all regular and early retirees. (reduced for early)			Y	Y	Fixed monthly compensation for services rendered to the District as a firefighter reportable on Members W-2.	10	8.00 %	
LL	Okeechobee	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% NLOD: 2% of AFC x yrs. and completed months of continuous service with the City, 25% of AFC, accrued benefit reduced for early mt.	3.00%		Y	Y		Basic compensation plus all tax deferred, sheltered and exempt items of income.	10	5.00 %	



BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/YEARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L E M E N T A R Y	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Palatka	F	Age 50 + 7 years; or Age 55 + 10; or 25 years regardless of age	LOD: accrued benefit, but not less than 45% of avg. salary paid during the last 5 yrs. NLOD: must have 10 yrs. of svc., accrued benefit, but not less than 25% of AFC.	3.30%	Y	Fixed monthly remuneration paid for services as a firefighter. Remuneration shall include overtime, longevity, shift differentials, paid vacation & sick leave & deferred comp programs recognized by the Board of Trustees	7	6.00 %	
LL	Palatka	P	Age 50 + 7 years; or Age 55 + 10 years; or Age 52 + 25 years; or 30 years regardless of age	LOD: accrued benefit, but not less than 45% of avg. salary paid during the last 5 yrs. NLOD: must have 10 yrs. of svc., accrued benefit, but not less than 25% of AFC.	3.15%	Y	Fixed monthly remuneration paid for services as a police officer. Remuneration shall include overtime, longevity, shift differentials, paid vacation & sick leave & deferred comp programs recognized by the Board of Trustees	7	8.00 %	
LL	Palm Bay	P & F	POLICE: Age 55 with 10 years of service; or Age 52 + 25 years; or 25 years regardless of age EARLY: Age 50 + 10 years FIRE: Age 52 + 25 years; or Age 55 regardless of years of service; or 25 years regardless of age	LOD: accrued, but not less than 75% of AFC. NLOD: must have 10 yrs. of svc., accrued, but not less than 25% of AFC.	POLICE: 2% for svc before 6-1-82; 2.5% for svc on or after 6-1-82; however, if completed 20 years of svc, benefit is 3%. If > 20 years of svc, benefit is 5%. Includes suppl benefit of \$25 / month / yr of svc payable until 65. FIRE: TIER ONE: Hired prior to 3/12/72: 3% for svc before 10-1-91; 2.5% for svc on and after 10-1-91 (3% with 20 Ys svc); 5% if more than 20 yrs svc. In addition, each FF shall receive a suppl monthly retirement benefit of \$455, plus \$25 per month x yrs. of svc. until age 65. TIER TWO: For those hired after 3/15/72 - with less than 20 years of service, benefit accrual rate is 2.5%, for those retiring with 30 or more years of service the benefit accrual rate is 3.2%. In addition, each FF shall receive \$12 per month per year of service payable until age 65.	Y	FIRE: Base Pay, including holiday pay, but excluding bonuses, overtime & other nonregular compensation. POLICE: compensation shall mean total cash remuneration paid by the City for services rendered, including 35 hours of overtime, but excluding any payments for extra duty or special detail work performed on behalf of a second party employee.	Graduated 5 - 10	P: 8.75 % F: 8.75 %	DROP covers police COLA covers police & fire - for firefighters hired after 3/15/12 the COLA adjustment shall be 2% per year and will begin 5 years after retirement.
LL	Palm Beach Gardens	P & F	Police: Age 52 and 10 years of service credit or 20 years of service credit regardless of age. Fire: Age 52 and 10 years of service credit or 25 years of service credit regardless of age	LOD: 60% of AFC but no less than 2% /fc bonus credited service NLOD: must have 10 yrs. of svc., accrued, but not less than 25% of AFC times credited service	Police: 3.5% plus supplement of \$12.50 per each year of service Fire: 3% plus Share Plan	F	Total W-2 Compensation	Graduated 5 - 10	Police: 6.6% Fire: 8%	
LL	Palm Coast (All Volunteers)	F	Age 62 + 5 years service, or 55 + 10 or 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% NLOD: after 5 years, accrued benefit, but not less than 25%.	2%, but no less than \$65 per year of service.		Chapter	10	5.00 %	Currently, the Fire Department is made up of unpaid volunteers
LL	Palm Harbor Special Fire Control District	F	Age 55 + 8 years; or 25 years regardless of age EARLY: Age 45 + 8 years	LOD: accrued benefit, but not less than 42% (65% if member is unable to perform another type of work) NLOD: 8 yrs. of svc.	Variable rate based on employee contribution: 3% for 1% employee contribution; 3.5% for 4.3% employee contribution; and 4% for 7.6% employee contribution plus, supplemental benefit of \$5 per month for each yr. of svc. with a minimum mo. benefit of \$30 & maximum of \$150.	Y	Total compensation for services rendered to the District as a firefighter, reportable on Member's W-2 Form, plus all tax deferred, tax sheltered or tax exempt items of income otherwise includable. Basic compensation, but excluding any lump sum amounts paid to the Member (or any unpaid side leave, for service on or after 3/23/12, salary and excludes overtime in excess of 300 hours, and excludes payments for accrued unused vacation payments.	6	Variable based on benefit accrual - 1% EC for 3% accrual, 4.3% EC for 3.5% accrual, 7.6% EC for 4% accrual.	COLA 3% annually. Supplemental benefit is provided using a portion of the state moneys - \$5 per year of credited service, with minimum of \$30, but not more than \$150 per month.

BRIEF SUMMARY OF PLAN BENEFITS

Source: Current Actuarial Valuations and Plan Documents

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A P R D C	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
						E A P O L R A				
LL	Panama	P	Age 55 + 10 years, or 23 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 52% of AFC. NLOD: after 5 yrs. or svc., actuarially reduced benefit not less than 20% of avg. monthly earnings, after 10 years actuarially reduced benefit not less than 25%.	3.00%		Total compensation for services rendered as a police officer reportable on the member's W-2 form, including up to 300 hours of overtime, bonuses, plus all tax-deferred, sheltered or exempt items of income. For service earned after 7/1/11, payment for accrued sick and annual leave are excluded.	10	5.00 %	COLA, as of 10/1/05 all retirees shall receive an ad hoc payment of 2% for each year of retirement for a max. of 10%.
LL	Panama City	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. NLOD: must have 1 yr. svc., accrued benefit, but not less than 25% of AFC	2.9% DUE \$575 per month supplemental unit age 55 or death. No supplemental for early retirement.		Total cash remuneration for services rendered reportable on W-2 form plus all tax deferred, sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions, but excluding clothing allowance, sick leave bonus pay and other bonus pay, and for service earned after July 1, 2011, salary shall not include more than 300 hours of overtime and shall not include any payments for sick & vacation leave earned after 7/1/11.	10	7.50 %	
LL	Panama City	F	Age 50 + 15 years, or Age 55 + 10 years, or 23 years regardless of age EARLY: Age 40 + 15 years, or Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. NLOD: accrued benefit, but not less than 25% of AFC	2% per year for each year between 10 years of credited service & 15 years of credited service, with increased % applicable for each year in excess of 15 years. For 23 years equal to 2.5%. Supplemental benefit of \$450 per month		Total compensation for services rendered to the city, reportable on the member's W-2 Form, plus all tax deferred, sheltered and exempt items of income	10	5.90 %	Effective 1/10/12, the benefit accrual is capped at 60% for 28.5 year or more of service, with no less than 2% for all years of service
LL	Panama City Beach	P & F	Age 50 + 20 years, or Age 55 + 10 years, or 25 years regardless of age (for firefighters that make an optional, 11.5% employee contribution) EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. NLOD: must have 10 yrs. svc., benefit, equal to accrued benefit as of date of disability.	POLICE: 3.50% FIRE: 3.35%, plus \$350 per month supplemental benefit for retirees who retire on or after their normal or early retirement date, with an early or normal retirement benefit of disability.		Total cash remuneration for services rendered and including up to 300 hours of overtime	10	Police: 11.0 % Fire: 9.10 % (optional 11.50 % for 25 and out benefit.	Closed to new members, law enforcement services transferred to Broward Co. on 3/1/04, four members elected to remain in 1985 plan. COLA - 2% increase payable after one year from date of retirement. ERIP - allowed one remaining member to retire early with no penalty based on service as of 6/15/11. SHARE PLAN - With the exception of annual base amount of \$69,000, all state members will go into share accounts for active and retired members, all members now retired.
LL	Panama City Beach transferred to BSO effective 3/1/04	P	Age 55 + 10 years, or Age 52 + 25 years, or 20 years of service regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. NLOD: must have 10 yrs. or svc., accrued benefit, but not less than 25% of AFC	3%		Total cash remuneration for services rendered and including up to 300 hours of overtime	10	3.00 %	
LL	Panama City Beach	P & F	Age 50 + 10 years, or 20 years continuous regardless of age	LOD: greater of 66.23% of monthly earnings on date of disability or accrued retirement benefit. NLOD: greater of 35% of AAE on date of disability or accrued retirement benefit.	FIRE: 4.00%, subject to maximum of 80% of average monthly earnings POLICE: 3%, for first 20 years of service and 4% for years in excess of 20, but for police officers that enter DRCP upon, but not after normal retirement age, shall receive a benefit equal to 4%, subject to maximum of 80% of average monthly earnings (also, 13th Check)		Basic Wages includes longevity and over-unserved leave	10 or Age 45 (whichever is earlier)	10.40 %	**Police retirees may be eligible for 13th Check. COLA = Fire 3%, each April 1st following retirement, Police 1.5% each October 1 following retirement.

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S W A R P E	S U A R P E	C O L A	SALARY	VESTING (In Years)	MEMBER CONTRIBUTION	COMMENTS
LL	Pensacola	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued retirement with a benefit reduction of 1% for each of first 15 yrs., 2% for next year, and 4% for each of next 5 yrs. by which svc. at date of disability is less than 25 yrs., but not less than 42% of AFC. NLOD: accrued retirement benefit at date of disability, with a benefit reduction of 2% for each of first 18 yrs., 4% for next yr., & 0% for dis. is less than 25 yrs., but not less than 25%.	75% of last \$2400 + 70% of next \$1200 + 65% of any additional amounts.	Y	Y	Y	Total Earnings	10	11.00 %	
LL	Pensacola (Closed 1/1/13 - Closed-out - effective 4/1/13 new hires enrolled in FRS)	P	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25%.	3.00%	Y	Y	Y	Total cash remuneration paid for services rendered. Excludes: educational incentive pay, court pay, auto & expense allowances, pay for unused annual and sick leave.	10	0.50 %	Chapter 185 plan closed as of 1/1/13. City opted out per s. 185.60. Effective 4/1/13 joined FRS for police group. Received state money in 2013, no further state moneys payable. Substituted plan provides reduced benefits with higher employee contributions for service earned after 1/1/13.
LL	Perry	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit but not less than 42%.	3.00%	Y	Y	Y	Total cash remuneration paid for services rendered as a firefighter. Plus all tax deferred, sheltered or exempt items of income. Salary shall include all overtime and holiday pay for service prior to 7/1/11. Beginning 7/1/11, salary shall include only overtime up to 300 hours, but shall continue to include holiday pay.	10	1.00 %	
LL	Perry	P	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit but not less than 42%. NLOD: must have 10 yrs. cr. svc., not less than 25%.	3.25%	Y	Y	Y	Total compensation for services rendered as a police officer reportable on W-2 form, plus all tax deferred, sheltered or exempt items of income. For service earned after 7/1/11, salary shall not include more than 300 hours of overtime, and shall not include any payments for accrued sick and annual leave.	10	2.00 % (city pickup)	DROP shall not exceed 60 months
LL	Pinebliss Park	P	Age 55 + 10 years, or 25 years regardless of age EARLY: 10 years regardless of age	LOD: accrued benefit but not less than 42%. NLOD: not less than 25%.	2.00% for service prior to 10/30/03; 2.50% for service after 10/30/03, 3% on or after 10/1/02 or 3.25% on or after 10/1/03. TIER TWO - 3% for members hired after 10/1/08	Y	Y	Y	Total Compensation paid for services rendered, including up to 300 hours of overtime pay, but excluding any payment made for a second party employer.	10	8% (city pick-up)	DROP includes a choice of 6% interest or actual plan earnings. TIER TWO - for those hired on or after 10/1/08 - benefits are same, except accrual rate is 3%. Share plan - includes initial distribution of all accumulated increases as of 10/1/08 to all police officers who were active on 10/1/08 subsequent yearly allocation of the excess state moneys to all active police officers.
LL	Pinebliss Park	F	Age 55 + 10 years, or 25 years regardless of age EARLY: 10 years regardless of age	LOD: accrued benefit but not less than 42%. NLOD: must have 5 yrs. cr. svc., not less than 25%.	2.00% for service prior to 10/30/03; 2.50% for service after 10/30/03, 3% on or after 10/1/02 or 3.25% on or after 10/1/03; and 3.25% for creditable service on or after October 1, 2003. For members hired after 10/1/08 - benefit accrual rate is 3% for all years.	Y	Y	Y	Total Compensation paid for services rendered exclusive of bonuses. For members hired after 10/1/08 salary is base compensation.	10	9.00 % (city pick-up)	DROP includes a choice of 6% interest or actual plan earnings. Remain in DROP for 2 years or until attaining 35 years of DROP and creditable service. SHARE PLAN - places all accumulated and future increases into a share plan for firefighters. Vested in shares after 10 years. TWO TIER PLAN. All benefits the same except for those hired after 10/1/08 benefit accrual is reduced from 3.25% to 3% and compensation is base salary as opposed to total compensation. COLA - 2% after 5 years after benefit commencement or age 65.

BRIEF SUMMARY OF PLAN BENEFITS

Source: Current Actuals at Valuations and Plan Documents

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A P E	S U P P L	D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Plant City	P & F	Age 55 + 10 years; or Age 60 regardless of years of service; or EARLY: Age 50 + 10 years	LOD: accrued retirement benefit but not less than 42% NLOD: must have 10 yrs. of svc.	3.75%			Y		Total compensation for services rendered as a police officer or firefighter, reasonable on the member's W-2 form, including overtime, bonuses, accrued vacation or sick time plus all tax deferred, sheltered or exempt items of income.	10	10.00%	Lump Sum or Other Option: Old, 2285 allows retirement option of 25% or 50% partial lump sum distribution of the actual value of their retirement benefits. If they choose this option, monthly benefits will be reduced accordingly. Tier One: COLA effective for all retiring after 1/01/08-provides a 1.5% increase beginning 5 years after retirement payable for 20 years. Tier Two: applies to all employees hired after 1/1/2010--all benefits are the same except that the benefit accrual rate is 3%. AFC is best 5; member DROP roll to exceed 5 years; COLA & \$200 Supplemental do not apply.
LL	Plantation	P	Age 55 + 10 years; or 20 years regardless of age EARLY: Age 45 + 15 years; or Age 50 + 10 years	LOD: 70% of compensation at time of disability with SS offset. NLOD: must have 5 Yrs. of svc.	<p>3% for members retiring with 20 or more years with 80% cap for the first 24 years and 225 days, thereafter 2% up through the 40th year, and 2% for years over 40. Plus \$200 per month supplemental payable for the lifetime of the retiree. (\$300 after age 55)</p> <p><b>Tier Two:</b> For all employees hired on or after 1/1/2010, benefits of 3% with regular supple. of \$10 per yr of svc. but not the monthly supplement of \$200</p>			Y	Total cash remuneration including base pay, longevity pay, assignment pay, shift differential pay, pay for annual leave accumulation, educational incentive pay & up to 300 hrs. of overtime pay.	10	Tier One: 8.5%, Tier Two: 6%	Vesting is graduated with 10 years for 100%, 9 years is 75%, 8 years is 50%, and 7 years is 25% vested.	
LL	Plantation (All Volunteer)	F	Age 55 + 7 years; or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit of \$100 per month, whichever is greater.	2% of AFC multiplied by years of Credited Service of \$50 per month for each yr. of Credited Service, whichever is greater.				Unpaid	Graduated 7-10	1.00%		
LL	Pompano Beach (Police is CLOSED-transferred to County in 1999)	P & F	Age 47 + 20 years continuous Five: Age 55 + 10 years continuous EARLY: Age 50 + 10 years continuous; or 20 years continuous regardless of age	LOD: 75% of AME at time of disability, but not less than his accrued benefit. NLOD: must have 10 yrs. of svc., accrued benefit.	<p>FIRE: 3% for first 10 years, 4% for next 10 years and 2% for next 5 years with max. of 80%, but not less than 2% for all years of service.</p> <p>POLICE: 3% with max. of 75%, with 2% for years in excess of 37.5.</p>			Y	FIRE: Basic wages and (regular/temperately pay) POLICE: Basic wages and regular (longevity) pay, and including up to 28 hours of overtime.	10	11.5% Fire (only pay-rollover)	Police is closed plan STOP/RESTART - 3/12 reinstates all benefits and establishes a SHARED PLAN for Firefighters with any increases in state monies in excess of \$821,250	
LL	Port Orange	F	Age 55 + 10 years; or 25 years of service and age 52 EARLY: Age 50 + 10 years	LOD: accrued benefit but not less than 42% NLOD: benefit computed as for normal retirement	<p>2.7% For members retiring prior to 10-1-98; or 2.8% for members retiring between 10-1-98 &amp; 9-30-00; or 2.9% for members retiring between 10-1-00 &amp; 9-30-01; or 3% for members retiring on or after 10-1-01. DUIS.</p> <p>NLOD: benefit computed as for normal supplemental benefit, \$20 per month for each yr. of svc. with maximum of \$500, maximum benefit of 80%.</p>			Y	Members fixed compensation for services rendered to the city as a firefighter, plus all tax deferred and tax-exempt items, including education pay and specialty pay, but excludes overtime, education pay, incentive pay, lump sum annual leave, sick & compensation leave leave	10	7.5% for those hired before 12/6/12. 8% for those hired on or after 12/6/12	COLA available only for those with 25 years of service, begins after 8 years of retirement, 3% per year or no greater than granted under SS, applied only when actuarial assumption met or exceeded and plan is at least 80% funded. DROP: 50 Months. Inherited as named/defers by plan.	
LL	Port Orange	P	Age 48 + 10 years; or Age 45 with 25 years of service; EARLY: Age 45 + 10 years	LOD: minimum of 50% of current AFC. NLOD: must have 10 yrs. of svc., accrued benefit.	3% plus \$200 per month if 10 Years of credited service, plus additional \$20 per month for each year in excess of 10 years, up to a maximum of \$400			Y	Chapter	10	7.50%	DROP - must have 25 years of service in order to be eligible for DROP COLA - defers COLA to age 50/55 years after retirement, 3% up to maximum of retirement of \$95K.	

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	SHARE PLAN	SUBORDINATE	COLA	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Port St. Lucie	P	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit but not less than 42%. NLOD: must have 10 yrs. cr. svc., not less than 25%.	3.00%		Y		Total Cash Compensation	5	8.00 %	City makes a minimum 10.5% contribution which, at the member's choice, may be refunded along with the member's contribution at termination in lieu of any further benefits. DROP - participation is up to 60 months. The member may choose between interest earnings of 6.5% or the fund's investment earnings.
LL	Punta Gorda	F	Age 55 regardless of years of service, or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: 3.5% x years of service, but not less than 60% of AFC. NLOD: must have 10 yrs. cr. svc., same, but not less than 25% of AFC.	3.5%; After 10/1/12 3%		Y		Total Compensation for services rendered to the city as a firefighter reportable on the member's W-2 form, plus all tax deferred, exempt or sheltered items of income.	5	8.00 %	
LL	Punta Gorda	P	Age 45 + 20 years, or Age 55 regardless of years of service EARLY: Age 45 + 10 years	LOD: 3.5% x years of service, but not less than 60% of AFC. NLOD: must have 10 yrs. cr. svc., same, but not less than 25% of AFC.	3.50%		Y		Total Compensation for services rendered to the city as a police officer reportable on the member's W-2 form, plus all tax deferred, exempt or sheltered items of income.	5	8.00 %	
LL	Quincy	P & F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25%, must have 10 yrs. svc.	2% up through 4/9/07, 2.5% thereafter				Total Cash Compensation for services rendered.	Graduated 3 - 10	7.50 %	City makes a minimum 12% contribution (replaces the old DC plan contribution).
LL	Quincy	P & F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of AFC. NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25%.	2% for svc. Through 4/10/07; 2.5% thereafter.				Total cash compensation paid to the participant for services rendered.	10	7.50 %	
LL	Riviera Beach	F	Age 55 + 10 years, or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 60% of AFC. NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 48%.	3.00%		Y		Total Compensation	10	8.00 %	DROP - maximum of 60 months. Share Plan created Ord #4013 for premium tax \$ over \$86,456
LL	Riviera Beach	P	Age 55 + 10 years, or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 50% of AFC. NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 40%.	3%, plus Share Plan		Y		Total cash remuneration paid to a police officer for services rendered.	10	8.00 %	Share plan is funded with increases in state premium tax moneys in excess of the amount received in 2000 to be distributed equally between retirees and actives.
LL	Rockledge	P	Age 52 + 10 years EARLY: Age 44 + 25 years, or Age 50 + 10 years	LOD: 10 yrs. certain & life = 50% of basic comp., single-sum value not to exceed 100 X's mo. ret. at normal ret. date. NLOD: (less than 10 yrs.) mo. income greater of accrued ret. or 2x's basic comp. 60% of normal ret. (10 or more yrs.) mo. income for 10 yrs. certain & life, greater of single sum-value of accrued ret. or 30% of basic comp. single-sum value not to exceed 100 X's mo. ret. at normal ret. date.	3.00% for up to 25 Years plus 1.5% for next 10, between 25 Year Credited Service 35 Years.		Y		Actual Compensation, including up to 300 hrs. of overtime, but excluding sick & annual leave, bonuses, expense allowances & other extraordinary compensation	10	7.00 %	DROP: maximum of 60 months. Employee has option of interest earnings based on the Funds' investment return or a one-time option to self-direct.
LL	Rockledge	F	Age 55 + 10 years, or Age 52 + 25 years, or EARLY: Age 45 + 25 years, or Age 50 + 10 years	LOD: 10 yrs. certain & life = 50% of basic comp., single-sum value not to exceed 100 X's mo. ret. at normal ret. date. NLOD: (less than 10 yrs.) mo. income greater of accrued ret. or 2x's basic comp. 60% of normal ret. (10 or more yrs.) mo. income for 10 yrs. certain & life, greater of single sum-value of accrued ret. or 30% of basic comp. single-sum value not to exceed 100 X's mo. ret. at normal ret. date.	3.00% for up to 25 Years of Credited Service plus 1.5% between 25 Years Credited Service 30 or 2% for all Credited Service.		Y		Actual Compensation including overtime, sick & annual leave, bonuses, expense allowances & other extraordinary compensation.	10	7.00 % (city pick-up)	DROP: maximum of 60 months. Employee has option of interest earnings based on the Funds' investment return or a one-time option to self-direct.

BRIEF SUMMARY OF PLAN BENEFITS

Source: Current Actuarial Valuations and Plan Documents

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S U A P R E	S U A P R E	B O L A	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Royal Palm Beach (Closed 9/1/05)	P	Age 55 + 5 years, or 10 years of service EARLY: Age 50 + 5 years	LOD: accrued benefit but not less than 42% NLOD: not less than 25%; benefits provided after 10 yrs. svc.	2.50%, plus 13th check based on actuarial gain. Actives & retirees participate in share plan using share money. In excess of \$853,083.	Y				Total W-2, plus tax-deferred and tax-exempt income.	5	5.00%	Plan was closed effective 9/1/05 as law enforcement services were transferred to Palm Beach, Co. Six officers remained under plan. All scale money in excess of \$853,083 are to be deposited into the share account of all active and retirees of the plan.
LL	Safety Harbor	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit but not less than 42% NLOD: not less than 25%; benefits provided after 10 yrs. svc.	3.00%	Y	Y	Y	Y	Chapter	10	1.00%	COLA: 2% each year for retired participants
LL	San Carlos Park Fire Service District	F	Age 55 + 6 years, or 25 years regardless of age EARLY: 5 years regardless of age	LOD: accrued benefit, but not less than 65% of salary NLOD: must have 10 yrs. svc., accrued benefit or not less than 25%	3.00%			Y	Y	Fixed Monthly Compensation	5	0.50%	COLA: 3% each year
LL	Sarford	P	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: 50% of base pay at disability (mandatory or intentional act) 80% of AFC NLOD: benefits provided after 5 yrs. svc.	3.50%			Y	Y	Base Pay	10	5.10%	
LL	Sarford	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: accrued benefit but not less than 80% NLOD: benefit accrued to date, benefits provided after 5 yrs. svc.	3.08%			Y	Y	Base Pay, includes educational incentive, engineer incentive, paramedic incentive, specialty pay, as well as all tax deferral, tax sheltered or tax exempt items of income.	10	7%	
LL	Santibel	P	Age 60 + 5 vesting credits, or Age 55 + 10 vesting credits, or 25 vesting credits regardless of age EARLY: Age 50 + 5 years	LOD: 3% of AFC time or 4% svc., but not less than 42% NLOD: not less than 25%; benefits provided after 10 yrs. svc.	3% plus supplemental benefit, \$36 times Cr. svc. paid monthly to age 67. Minimum payment period is 5 yrs			Y	Y	Total Compensation, excluding overtime in excess of 300 hrs and payments for sick and vacation leave earned after 9/30/11	5	8.00% (4.00% after normal retirement age)	*Supplemental Benefit of number of years service times \$39.00 colists if member contributes additional 3% of salary. COLA - 3% beginning after 12 months of retirement. DROP participation is for 60 months and provides a 4% interest earnings quarterly.
LL	Sarasota	F	Age 60 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: 75% of avg comp., not less than amt. of accrued normal retirement pension, payable under standard form of payment. NLOD: 25% of avg comp., multiplied by cr. svc., payable under the standard form of payment	3.00%			Y	Y	Total Compensation for services rendered to the city as a police officer reportable on the member's W-2 form, plus all tax deferral, exempt or sheltered items of income; excludes clothing/equipment allowances, deferred comp, and lump sum payments for unused vacation/sick leave and excludes overtime in excess of 300 hours per year	10	8.00%	Prospective reduction in benefits for service earned after 10/1/12 and for those entering DROP or rolling after 10/1/12. COLA - reduced from 3.2% to 1% per year. AFC - lowered from 3 to 5 years. Normal Form - lowered from 67% JAS to 10 yr. Certain. DROP - interest reduced from 6.5% to 2%.
LL	Sarasota CLOSED	F	Age 50 + 10 years, or 25 years regardless of age	LOD: 75% of avg comp., not less than amt. of accrued normal retirement pension, payable under standard form of payment. NLOD: 25% of avg comp., multiplied by cr. svc., payable under the standard form of payment	3% plus Share Account for certain retirees	Y		Y	Y	Total Compensation and lump sum payments for unused vacation/sick leave and up to 500 hours of overtime included.	10	8.00%	COLA based on available funds determined by actuarial gain for prior fiscal year.
LL	Sawelle Beach	P & F	Age 53 + 5 years EARLY: Age 50 + 10 years	LOD: accrued retirement benefit but not less than 42% NLOD: not less than 25%; benefits provided after 10 yrs. svc.	3.00%			Y	Y	Basic Pay includes overtime, commissions & bonus, and accrued sick/vacation pay.	5	8.00%	
LL	Sebastian	P	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg mo. salary NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg mo. salary.	TIER ONE: 3% for each year of service TIER TWO: Effective for those hired after April 11, 2012 - 2% for each year service				Y	Chapter	10	8.00%	Effective 4/11/12 - became LL Plan and established a second tier for those hired after the effective date lowering the benefit accrual rate. All other benefits remain the same for Tier One and Tier Two.

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L E M E N T A R Y	S A L A R Y	V E S T I N G (in years)	M E M B E R C O N T R I B U T I O N	C O M M E N T S
LL	Sebring	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: 60% of AFC. NLOD: 3% of AFC for each yr. of svc., not less than 25% and not to exceed 50%, plus 7.5% of AFC for each child, provided the total or spouse's children's benefit does not exceed 50% of AFC.	3.00%	Y	Y	Total compensation for services rendered to the city as a firefighter reportable on member's W-2 form and all tax deferred, sheltered and exempt items of income.	10	8.50 %	DROP participation is 60 months. Share Plan. Includes increases over and above the 2007 base amount.
LL	Sebring	P	Age 52 + 10 years (5 years before 10-1-98) or EARLY: Age 45 + 10 (5 years before 10-1-98)	LOD: accrued benefit but no less than 42%. NLOD: 3% of salary for each year of svc. (max. of 50%), with a minimum of 25% of AFC, only members with at least 5 yrs. (10 yrs. of service after 10/1/88)	3%, plus supplement of \$10 per month per year of service (13th Check)		Y	Total compensation for services rendered to the city as a police officer reportable on member's W-2 form and all tax deferred, sheltered and exempt items of income.	5	5.00 %	DROP participation is for 7 years. Plan includes a 13th check made up of increases in state moneys in excess of frozen amount of \$111,869.
LL	Seminole	F	Age 55 + 10 years, or 25 years regardless of age, or Age 62 regardless of years of service EARLY: Age 50 + 10 years	LOD: 42% plus 3% per yr. of cr. svc. of final two yrs. avg. comp., max. benefit is 75% of final 2 yrs. comp. NLOD: 3% per yr. of cr. svc. of final 2 yrs. avg. comp., minimum benefit of 2% per yr. svc. of final avg. earnings or if higher 25% of final avg. salary, must have 10 yrs. svc.	3.00%			Total compensation for services rendered as a firefighter reportable on the member's W-2 form plus all tax deferred, sheltered or exempt items of income, but excluding lump sum payments of accrued sick and vacation leave, and excluding overtime for service earned after 7/1/11 in excess of 300 hours	10	8.00 %	
LL	Shalimar	P	Age 50 + 8 years, or age 48 with 20 years of service. EARLY: 10 years regardless of age	LOD: accrued benefit but not less than 42%. NLOD: not less than 25%, benefits provided after 10 yrs. svc.	3.00%		Y	Chapter	6	1.00 %	DROP participation is 80 months and includes a 6.5% interest earnings on the account.
LL	South Miami	P (Share)	Age 60 + 10 years, or 25 years regardless of age EARLY: Age 50 + 15 years	LOD: accrued retirement based on PMC, but reduced for early retirement.	Graded 2.00% for Credited Service Through 8-30-95 to 3.00% for Credited Service After 10-1-03. Also has Share Plan.		Y	Regular wages & salaries, excludes overtime and other additional compensation.	10	7.50 %	
LL	South Pasadena	F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: 2.34% of AFC x total yrs. cr. svc. prior to 10/1/03 & 3% of AFC for each yr. of cr. svc. after 10/1/03, not less than 42% of AFC. NLOD: 2.34% of AFC x total yrs. cr. svc. prior to 10/1/03 & 3% of AFC for each yr. of cr. svc. after 10/1/03, must have 10 yrs. cr. svc.	3.00%		Y	Chapter	10	6.00 %	
LL	South Walton Fire Control District	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit but not less than 42%. NLOD: must have 10 yrs. cr. svc.	4% for those hired prior to 9/30/11, 3% for those hired on or after 10/1/11		Y	Base Compensation for services rendered	10	3.50 %	Employee contribution is 7% for those hired prior to 9/10/11. Employee contribution is 3.5% for those hired on or after 10/1/11.
LL	Southern Manatee Fire Control District	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued retirement benefit but not less than 42%. NLOD: not less than 25%, must have 10 yrs. of cr. svc.	3.50%		Y	Fixed compensation reportable on form W-2, plus tax deferred, tax sheltered, and tax exempt items. Fixed compensation excludes OT, bonuses & lump sum payments of accrued annual leave & sick leave.	10	3.50 %	DROP participation is 90 months. Line of duty death (no service requirement) is his accrued retirement benefit, but no less than 50% of his monthly salary at death.
LL	St. Augustine	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit but no less than 42%. Benefit paid in the form of a 10 yr. certain & life annuity (optional forms available).	3.00%		Y	Fixed Monthly Compensation for services rendered to the city as a firefighter plus all tax deferred, exempt or sheltered items of income derived from elective employee payroll deductions or salary reductions otherwise includable as fixed compensation.	10	5.00 %	COLA: 3%. DROP participation is 60 months, with a guarantee of 8.5% investment earnings.
LL	St. Augustine	P	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued retirement benefit but not less than 42%. NLOD: not less than 25%	3.00%		Y	Total Cash remuneration including base salary, over-time, special incentive pay, sick/vacation pay. Excludes lump sum checks for accrued leave not taken.	10	5.50 %	

BRIEF SUMMARY OF PLAN BENEFITS

Source: Current Actuarial Valuations and Plan Documents

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E P L	D O R P A	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	St. Cloud	P & F	Age 55 + 10 years; or 25 years regardless of age EARLY: Age 50 + 10 years.	LOD: unreduced accrued benefit but no less than 42%. NLOD: unreduced accrued benefit.	3.75%		Y	Y	Total compensation, excluding overtime in excess of 300 hrs., and payments for accrued unused sick and vacation leave earned after 7/17/2011.	10	5.10 %	Effective retroactively to 10-1-97 monthly benefits increased by 2% for each full year of the Retiree's retirement as of 10-1-97, up to a maximum of 10%.
LL	St. Petersburg (Supplemental)	P	Age 55 + 9 years; or 25 years regardless of age EARLY: Age 50 + 10 years; or 20 years regardless of age.	LOD: accrued retirement benefit but no less than 50%. NLOD: must have 10 yrs. cl. svc.	Service earned prior to 2/1/13: 3.2% of AIC for service to 10/1/13, plus 4% of AIC for service after 10/1/13. Effective 2/1/13: 1.25%		Y	Y	For service prior to 2/1/13: Total Cash Compensation for services rendered as a police officer reported on member's W-2 form, plus all tax sheltered or exempt items of income. For service earned after 2/1/13: Base pay	10	3.00 %	For service earned prior to 2/1/13: COLA - 3% effective after 7 years of retirement. For service earned after 2/1/13: No COLA. For service earned prior to 2/1/13: DROP: For service earned after 2/1/13 - NO DROP Share Plan: effective 2/1/13 all active members will receive a state allocation of the excess state money reserve in the plan on 10/1/12. No further share allocations will be made to any members.
LL	St. Petersburg (Prior Plan)	P & F	20 years regardless of age	POLICE - LOD: 60% of highest pay step of rank held at time of disability. NLOD: 2.5% of prevailing wage for rank held for each yr. of svc., plus 7.5% for each child under age 18, total not to exceed 50%. FIRE - LOD: 60% of highest pay step of rank held at time of disability. NLOD: 2.5% of prevailing wage for rank held for each yr. of svc., plus 7.5% for each child under age 18, total not to exceed 50%.	50% of highest pay step of the lowest rank held during the 3 previous years + 2% for each yr. in excess of 20, with a maximum amount of 60%.		Y	Y	Not Available	12	4.00 %	
LL	St. Petersburg (Supplemental)	P	Age 55 regardless of years of service or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: 60% of earning base, reduced by workers comp. NLOD: greater of accrued benefit or 25% of earnings base, plus 7.5% of earnings base for each child under 18.	For service on or after January 1, 2004 - 3%		Y	Y	Base pay plus educational incentive, shift differential and acting supervisor pay if any.	Graduated 7 - 10	7.00 %	DROP participation is 60 months
LL	St. Petersburg (Supplemental)	F	Age 50 + 10 years; or Age 53 regardless of years of service; or 20 years regardless of age EARLY: 25 years regardless of age	LOD: 60% of earning base or the accrued pension, whichever is greater. NLOD: accrued benefit, but not less than 25% of AME, plus 7.5% of the earnings base for each unmarried child under the age of 18.	3.00%		Y	Y	Base Pay, excludes unused leave during last 5 years.	Graduated 7 - 10	7.00 %	EEA can stay in drop up to 64 months
LL	St. Lucie County Fire District	F	Age 55 + 9 years; or 25 years regardless of age EARLY: Age 50 + 10 years; or 20 years regardless of age.	LOD: accrued retirement benefit but no less than 42%. NLOD: must have 10 yrs. cl. svc.	3.4%		Y	Y	Total compensation for services rendered to the city as a firefighter (reportable on the member's W-2 Form, plus all tax deferred, sheltered and exemptions of income.	Graduated 1-10 (full vesting with 10 years service)	10.00 %	COLA: 3% per year, effective after 7 years of retirement. DROP: up to 5 years, members option for 7.5% interest, or actual net rate of return.

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E L	S U P P O R T	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Stalke	F	Age 55 regardless of years of service, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit with minimum of 42% of AMC Workers Comp. offset NLOD: must have 10 yrs. svc., computed as normal retirement pension.	3.50%	Y	Y	Y	Salary paid for personal services rendered to the City. Shall not include overtime travel, equipment.	3	Vol: 6.00 % FT: 5.00 % + 5.00% city pick-up	SHARE PLAN- effective 8/1/05 excess state moneys over \$30,248 shall be placed in share plan, provides for vesting after 10 years.
LL	Stalke	P	Age 65 regardless of years of service, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit with minimum of 42% of AMC Workers Comp. offset NLOD: must have 10 yrs. svc., computed as normal retirement pension.	3.75%		Y	Y	Salary paid for personal services rendered to the City, including up to 42 hours of overtime. Shall not include allowances for travel, equipment.	3	1.00 % employee 5.00 % city pick-up	
LL	Sunrise	P	Age 63 + 10 years, or 20 years regardless of age EARLY: Age 47 + 10 years	LOD: 75% of salary in effect on date of disability less any amounts paid by worker comp. Offset shall not reduce benefit below 42% of the member's AFC or accrued benefit. NLOD: accrued benefit with min of 25%.	4% of AFC for first 10 years plus 2% for each year thereafter. Plus supplemental monthly benefit \$25 per month until age 66 and \$15 per yr. of svc. with maximum of \$300 per month thereafter. (also, 13th check)		Y	Y	Gross Pay, excludes pay for accrued benefits.	10	9.84 %	13th & 14th check. DROP participation is 72 months
LL	Sunrise	F	9/25/12) Tier One (for those hired prior to 9/25/12): Normal Retirement: Age 45 + 25 years, or Age 48 + 21 years, or Age 50 + 10 years Tier Two (those hired on or after 9/25/12): Normal Retirement: Age 55 with 10 years service, or age 52 with 25 years of service.	LOD: 75% of salary in effect on date of disability less any amounts paid by worker comp. Offset shall not reduce benefit below 42% of the member's AFC or accrued benefit. NLOD: accrued benefit with min of 25% & max of 50% of AFC	Tier One: 3% for first 15 years service and 3.5% for each year thereafter with cap of 80%. Tier Two: 3% for first 25 years, 1% for each year thereafter, with maximum of 80%.		Y	Y	W-2 Compensation excludes auto & mileage reimbursement, effective 10/1/12 overtime in excess of 500 hours is excluded.	10	10.63 %	DROP: may participate up to 7 years, provides a 5% interest earning. COLA: 2%, effective 9/30/01 to commence at the end of the 4th year after retirement. 2.5% effective 10/1/10 to commence at the end of the 7th year.
LL	Surfside	P	Age 62 + 20 years, or Age 62 and 5 years of service, or 25 years regardless of age EARLY: Age 55 + 15 years, or 20 years regardless of age	LOD: 75% (if injury), 45% (if disease) of pay in effect on date of disability, less W2/SS benefits. NLOD: accrued pension benefit.	3.5%, also has Share Plan	Y	Y	Y	Regular Pay for Services Rendered	Graduated 5 - 10	6.00 % = 2.5 % benefit 5.00 % = 2 % benefit, effective 10/1/05 all employees shall contribute 8%.	DROP participation is up to five years.
LL	Sweetwater	P	Age 50 + 10 years EARLY: 10 years before normal retirement date	LOD: accrued benefit, but not less than 42% NLOD: 25% of salary, but not less than a members accrued pension.	2.00%				W-2 Salary	Graduated: 10% per year	6.00 %	
LL	Tallahassee Part C	F	Part C: Age 55 + 5 years, or Rule of 60 (Age + Years = 60 or more) Effective 10-1-99: Age 55 + 5 years, or 25 years regardless of age EARLY: Age 50 + 5 years	LOD: accrued benefit or benefit with sv. To normal retirement date not greater than 50% of avg. mo. comp. NLOD: must have 2 yrs. cr. svc.	Effective 1/1/03, 3% benefit for 1st 20yrs. & 4% thereafter with a cap of 81%. Also has Share Plan. Plus, supplement of \$5 x years of svc. Not in excess of 30.	Y	Y	Y	Base Salary - tax deferred	6	10.06% through 9/30/08, with graduated increases through 9/30/17 up to 18.64% and a increase of 0.13 each yr until 2036 when reaches 21.44%.	Monthly Health Care Supplement \$5.00 for each month of pension credit up to a maximum of \$150 per mo. DROP participation is up to three years. COLA: 3% beginning at age 52.
LL	Tallahassee Part C	P	Part C: Age 55 + 5 years, or 25 years regardless of age EARLY: Age 50 + 5 years	LOD: accrued benefit or benefit with sv. To normal retirement date not greater than 50% of avg. mo. comp. NLOD: must have 2 yrs. cr. svc.	Part C: Police: 3% for the first 20 yrs. & 4% for each year thereafter, with a maximum of 81%, but no less than 2% for all years of svc. Also has Share Plan. Plus, supplement of \$5 x years of svc. Not in excess of 30.	Y	Y	Y	Base Salary - tax deferred	5	Hired before 10/1/12 9.85%, hired after 12.29%	Monthly Health Care Supplement \$5.00 for each month of pension credit up to a maximum of 30 years.

BRIEF SUMMARY OF PLAN BENEFITS

Source: Current Actuarial Valuations and Plan Documents

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A P E	S U P P L	D R O P	C O L A	SALARY	VESTING (years)	MEMBER CONTRIBUTION	COMMENTS
LL	Temple Terrace	P	Age 55 + 10 years, or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 50% of greater than 100% of pay at date of disability. MLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of AFC.	1.50%			Y	Y	Total Salary includes over-time, educational incentive but excludes uniform allowances & third party sick pay.	10 (5 if hired before 10/1/90)	11.20%	COLA: 3% each year after normal retirement beginning on 50th birthday and ending on 65th birthday.
LL	Tampa	P & F	Age 46 + 10 years, or 20 years regardless of age EARLY: Age 46 + 20 years	LOD: 65% of member's annual salary on date of disability, but not less than \$1,200/year. MLOD: 2% of AFC on date of disability, x yrs cr. svc., but not less than 25% of Avg. Salary, must be vested. (also 15th check)	3.15% all years of service.		Y	Y	Total cash remuneration for services rendered, including any payments required under Chs 173/135, but not including extra duty pay. Includes up to 200 hours of overtime.	10	5.00 - 25.00% member contribution based on 12 month earnings	After 10-1-00, retirees will receive a monthly benefit adjustment every 5th year in the amount of 2.1% of the current monthly retirement amount.	
LL	Tarpon Springs	P	Age 50 + 10 years, or 25 years regardless of age EARLY: Age 45 + 10 years	LOD: 60% of avg. mo. earnings. MLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. earnings.	3.00%		Y		Total Cash Remuneration for Services Rendered.	10	8.00%		
LL	Tarpon Springs	F	Age 50 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: 42% of AFC. MLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of AFC.	3% for service prior to 10-1-99 3.25% for each year of Credited Service on and after 10-1-99.		Y	Y	Total compensation for services rendered to the city as a firefighter, reportable on the members' W-2 Form, plus all tax deferred, sheltered and exempt items of income.	10	9.45%		
LL	Tavernas	F	Age 55 + 10 years, of Age 52 + 25 years EARLY: Age 50 + 10 years with 2% reduction	LOD: accrued benefit, but not less than 42% MLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25%.	3.00%		Y		Total cash remuneration paid by the employer, including base pay, overtime and holiday pay, but excluding any payments for extra duty or special detail work performed on behalf of second party employer.	10	3.50%		
LL	Tavernas	P	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% MLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25%.	3.00%		Y	Y	Total Cash Remuneration for Services Rendered	10	12.90%	COLA: 2% each year for all retired participants	
LL	Tamarac - CLOSED transferred to Broward County Sheriff's office	P	Age 52 + 25 vesting credits, or Age 55 + 10 vesting credits, or Age 57 + 5 vesting credits EARLY: Age 50 + 10 vesting credits	LOD: accrued benefit, but not exceed 75% of avg. mo. salary at time of disability, but not less than 42% of AMC at time of disability. MLOD: with 2 vesting credits but less than 10 vesting credits, a monthly benefit equal to the monthly base wage at time of disability with 10 vesting credits, accrued benefit, but not less than 25% of AMC at time of disability.	PODICE: 2% for police employed with the City or BSO before 12/19/97. If employed as of 12/19/97 3% of AFC. Additional retirement supplement of \$220 per month for five or ten years certain. (13th check)		Y	Y	Total Cash Remuneration for Services Rendered	5	5.00% (city pick-up)	Police is closed plan Supplement Plan is a Share plan to which the increases in the state pension are shared with active participants, retirees, and beneficiaries (not disability retirees)	
LL	Tamara	F	NORMAL: Tier One (hired prior to 1/1/13) - Age 55 + 5 vesting credits, or 29 years regardless of age Tier Two (hired after 1/1/13) - Age 55 with 8 years of svc. - 25 years regardless of age EARLY: Age 50 + 10 vesting credits	LOD: accrued benefit, but not less than 42% of AMC at time of disability. MLOD: with 8 vesting credits, accrued benefit, but not less than 25% of AMC at time of disability.	(see comments) 3% for the first 15, plus 4% for the next 10 years immediately following the first 15 years of service. A 3% for each year of service thereafter. EML supplement \$10 per month for service, max \$300 per mon.		Y	Y	Total Cash Remuneration for Services Rendered, including any payments required under Chs 173/135, but not including extra duty pay. Includes up to 200 hours of overtime, excludes overtime in excess of 200 hrs. and payments for sick and vacation leave for service earned after 1/1/13.	10 vesting credits Normal: Tier One (hired prior to 1/1/13) 5 vesting credits Tier Two (hired after 1/1/13), 8 vesting credits	10.50%	COLA - Each participant who was active on or after 3/1/01 shall receive, upon retirement, a monthly subsidy of \$10 for each completed year of credited service. Minimum of \$50, Max. \$300, payable until age 55. Benefit will be adjusted annually by a 2.5% increase. For those retired between 10/1/02 - 2/28/07 - after three years of retirement, 2.5% COLA, for those retired after 6/1/13, after two years of retirement, eligible for 2.5% COLA. DROP: Upon reaching normal retirement date of age 52, whichever is later, member may elect DROP for up to 60 months.	

BRIEF SUMMARY OF PLAN BENEFITS

TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMAL/EARLY RETIREMENT (REQUIRED AGE/AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L E M E N T A R Y	S A L A R Y	V E S T I N G (in years)	M E M B E R C O N T R I B U T I O N	C O M M E N T S
LL	Temple Terrace	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 30 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary NLOD: must have 10 yrs. cr. svc., accrued retirement benefit, but not less than 25% of AFC.	3.50%	Y	Y	Total Salary includes overtime, educational incentive but excludes uniform allowances & third party sick pay.	10	10.51 %	COLA: 3% each year after normal retirement beginning on 50th birthday and ending on 70th birthday.
LL	Tequesta	P & F	Age 55 + 6 years, or Age 50 + 25 years EARLY: Age 50 + 6 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary NLOD: accrued retirement benefit, but not less than 25% of AFC.	3% + 3% supplemental benefit of \$20 per yr. of svc. up to a maximum benefit of \$600	Y	Y	Total cash remuneration for services rendered.	6	Fire: 5% Police: 5%	
LL	Titusville	P & F	Age 55 + 8 years, or 25 years regardless of age EARLY: Age 45 + 10 years before 12/22/88 Age 50 + 10 years (after 12/22/88) Effective 6/30/13 age 58 w/ 7.5yrs or 28 yrs. Effective 8/26/13 age 62 w/ 10 yrs. or	LOD: accrued benefit, but not less than 50% of AFC. NLOD: accrued benefit with 10 yrs. cr. svc. Effective 8/26/13 equal to 2% of AFC for each yr of creded sv	3.00%		Y	Total compensation on W-2 form plus all tax deferred & sheltered income.	8	0.00 %	Supplemental benefit of \$5 per year of service, up to a maximum of \$150 per month. COLA 1.277% each year following 1st year of retirement. DROP closed 8/26/13
Chapter	Umatilla	P	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary NLOD: must have 10 yrs. cr. svc., accrued benefit, but not less than 25% of avg. mo. salary	2.50%			Chapter	10	5.00 % total 0.50% employee 4.50 % city pick-up	
LL	Vajrapaiso	P & F	Age 55 + 6 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% of avg. mo. salary NLOD: must have 10 yrs. cr. svc. accrued benefit, but not less than 25% of AFC.	3.00%	Y	Y	Fire: Base compensation Police: Total cash remuneration for services rendered.	6	2.00 %	COLA: 2% each year following 1st year of retirement. DROP: shall not exceed 60 months and earns 6.5% annual interest.
LL	Venice	F	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years; or 20 years regardless of age	LOD: greater of 2% times AFC times cr. svc. or 50% of average final compensation. NLOD: must have 5 yrs. Cr. svc.	3.5% + 3% supplemental benefit of \$175.00 per month		Y	W-2 Earnings.	10	8.75 %	COLA - 3% each October 1 following retirement. Opened out and went to FRS. Still have firefighters in the plan.
LL	Venice	P	Age 50 + 10 years, or 25 years regardless of age EARLY: 20 years regardless of age	LOD: 82.5% of salary plus \$175.00 per month. NLOD: 50% with 5 yrs. cr. svc., plus \$175.00 supplement	3.5% + 3% supplemental benefit of \$175.00 per month		Y	W-2 Earnings	10	7.25 %	COLA - 6% ad hoc COLA effective 10/1/06.
LL	Vero Beach	P	Age 55 + 10 years, or 25 years regardless of age EARLY: Age 50 + 10 years	LOD: not less than 50% of AFC. NLOD: must have 10 Yrs. Cr. svc.	3.00% + \$5.00 per month x Years of Credited Service (for all retirees)		Y	Base pay, not including overtime or other compensation.	10	5.5%, hired prior to 10/1/12 and 6% hired after 10/1/12	Ordinance No. 2013-02 changes EE contributions from 3% to 5.5% for those hired prior to 10/1/12. Those hired afterwards will have 8% contributions. Caps overtime to 300 towards retirement.
LL	Vero Beach CLOSED	F	Age 55 + 10 years, or Age 52 + 25 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 50% of AFC. NLOD: must have 10 yrs. cr. svc., same benefit.	3.00% + \$25.00 per month x Years of Credited Service. (also 13th check)		Y	Total cash compensation including wages, salary, bonuses & overtime, but including lump sum payment of unused leave.	10	7.00 %	All current & future retirees shall receive an automatic 2% increase in the monthly annuity received on 10/1 of each year.
LL	Village of North Palm Beach	P & F	Age 55 regardless of years of service, or Age 52 with 25 years of service EARLY: Age 50 regardless of years of service	LOD: accrued benefit, but not less than 42% of avg. mo. salary NLOD: after 10 years, accrued benefit, but not less than 25%.	2.50%		Y	Gross Salary includes over-time, but excludes bonuses and unused sick/vacation pay.	10	2.00 %	
LL	Wauchula	P (Share)	Age 60 + 10 years EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 50% of avg. mo. salary NLOD: accrued benefit, but not less than 25%.	2.50%, also has Share Plan Plus supplemental benefit of \$100 per month.		Y	Regular Salary includes over-time, longevity, incentive, sick/annual leave pay & 10 bonuses.		10.00 %	
LL	West Manatee Fire & Rescue District	F	Age 55 + 6 years, or 25 years regardless of age EARLY: 6 years regardless of age	LOD: accrued benefit, but not less than 42% of AFC, if unable to perform duties of a FF, or 85%, if unable to perform any duties for the District. NLOD: must have 8 yrs. cr. svc.	3.5% + 3% supplemental benefit of \$5 per month per yr. cr. svc.		Y	Total compensation for services rendered as reportable on W-2, plus all tax deferred items.	6	2.90 %	Each July 1st. 3.5% increase in monthly benefit amount.



BRIEF SUMMARY OF PLAN BENEFITS

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TYPE OF PLAN	MUNICIPALITY OR SPECIAL DISTRICT	TYPE	NORMALEARLY RETIREMENT (REQUIRED AGE AND/OR SERVICE)	DISABILITY BENEFITS	BENEFIT ACCRUAL RATE	S H A R E	S U P P L	D R O P	C O L A	SALARY	VESTING (in years)	MEMBER CONTRIBUTION	COMMENTS
LL	Winter Park	F	Age 55 + 10 years; or 20 years regardless of age EARLY: Age 50 + 10 years	LOD: accrued benefit, but not less than 42% NLOD: must have 10 yrs of svc., accrued benefit, but not less than 25%.	3.00%			Y	Y	Total Pay reported on W-2 except special details, duty indirectly paid for by private parties and tuition reimbursement.	10	6.00%	COLA Beginning at age 60, 3% per year. DROP - participation for up to 84 months. Employee has option of 1/2% fixed rate or the investment earnings of the plan.
16	Chapter Plans	No											
284	Local/Law Plans	YES											
300	Total												
<p>56 4 212 156</p> <p>In making the determination for age &amp; service, if any element in the situation requirement for early or normal retirement was missing, the plan benefit was determined to not be equal to or better than chapter benefit.</p> <p>Every effort has been made to present correct information. Please let us know if errors occur.</p>													