



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AGENDA**

THURSDAY, SEPTEMBER 03, 2015 7:00 PM

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: August 20, 2015**
- 6. Special Presentations**
- 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**

- A. Ordinance No. 1527 - Reduce the Elder Affairs Commission from 9 Members to 7 Members - Second Reading (Public Hearing) (Bryan Nipe, Parks & Recreation Director)**

9. New Business

- A. Resolution No. 970 - Rescind New Century Park Development of Regional Impact (Public Hearing) (Steve Noto, Deputy City Planner)**
- B. Ordinance No. 1528 - Amending Police Pension - First Reading (Public Hearing) (Dianne Holloway, Finance Director)**
- C. Ordinance No. 1529 - Amending Fire Pension - First Reading (Public Hearing) (Dianne Holloway, Finance Director)**
- D. Ordinance No. 1530 - Proposed FY 2015/2016 Millage Rate - First Reading (Public Hearing) (Jackie Sova, City Manager) and Ordinance No. 1531 - Proposed FY 2015/2016 Budget - First Reading (Public Hearing) (Jackie Sova, City Manager)**

10. Other Items for Commission Action

11. City Manager's Report

A. Items for Approval

- a. Federal Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

B. Items for Information

- a. Quiet Zones Update**

12. Mayor and Commissioners Report - (3)

13. City Attorney's Report

14. Adjournment

THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE

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

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

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

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

UPCOMING MEETINGS: September 17, 2015

1 MINUTES OF THE LAKE MARY CITY COMMISSION WORK SESSION held August
2 20, 2015, 5:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club
3 Road, Lake Mary, Florida.
4

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

- | | |
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| 7 Mayor David Mealor | Tom Tomerlin, Acting City Manager/
Economic Development Manager |
| 8 Commissioner Gary Brender | Carol Foster, City Clerk |
| 9 Deputy Mayor George Duryea | John Omana, Community Dev. Dir. |
| 10 Commissioner Sidney Miller – Absent | Tom Connelly, City Engineer |
| 11 Commissioner Jo Ann Lucarelli | Bruce Paster, Public Works Director |
| 12 | Bryan Nipe, Parks & Recreation Dir. |
| 13 | Joe Landreville, Deputy Fire Chief |
| 14 | Mary Campbell, Deputy City Clerk |
| 15 | |
| 16 | |

17 1. Items for Consideration
18

19 Mayor Mealor said we will have presentations by consulting engineers and then an
20 opportunity for the Commission to follow up with any questions.
21

22 Mr. Tomerlin asked Mr. Paster to introduce how we got here and to introduce the first
23 firm for a presentation.
24

25 Mr. Paster said in June we put a Request for Qualifications out for continuing
26 engineering consultants. We currently have three with a five-year contract and they are
27 due to expire so we put it on the street. We had nine firms come in. There was a
28 selection committee. He said he, Stormwater Engineer Danielle Koury, and City
29 Engineer Tom Connelly went through all of them. What we will be doing later on at
30 Commission tonight is bring forth a recommendation that the top four firms have an
31 opportunity to negotiate with the City Manager for a continuing contract. He said he
32 would have those four firms introduce themselves and let the Commission know what
33 they can do for the City. The first firm is CPH.
34

35 A. Presentations by Professional Consulting Engineers
36

37 CPH
38

39 A copy of the PowerPoint presentation is attached.
40

41 Brady Lessard introduced the team present. Rocco Nasa who works in the Utilities and
42 Roads Department. He knows a lot about the City of Lake Mary and has been
43 interactive with staff for many years. Curt Luma who has been with CPH for over ten
44 years and has relevant experience in Lake Mary with streetscape and Roads
45 Department. We stand ready to answer any questions. We have had a tremendous
46 relationship with Lake Mary.

1
2 Mr. Lessard said we have had a relationship with the City since 1975. Lake Mary has
3 always been a premier community. We have as a firm grown just as the City has
4 grown. We have brought in a number of disciplines in-house that over the years we've
5 strived to find the right people. We have gotten into the structural engineering business,
6 the MEP business and a number of other services that we can perform in-house. One
7 thing we found not just with our private clients and municipal clients but all of our clients
8 as a whole is a consistent theme. We want accountability. There is no passing the
9 buck at CPH. If it's a survey issue or environmental issue, all of these functions can be
10 performed in-house and we take great pride in that.

11
12 Mr. Lessard said we have had a relationship with the City of Lake Mary for many
13 decades but we also have a relationship with a number of cities and counties around us
14 that puts us in a unique position to have some of the collaborative efforts that you as
15 elected officials work out.

16
17 Mr. Lessard said one of the efforts he would like to touch on is the 17-92 CRA. There
18 has been discussion that may be at its end and the County may decide not to renew it.
19 One of the continual struggles in that corridor was the stormwater functions. There are
20 a lot of chopped up parcels, old car dealerships, and parcels that for years the County
21 and cities have tried to get aggregated. The City of Lake Mary was a signatory on that
22 CRA. Our architects are working on the charter school at the old Litchfield Theater that
23 was a challenge for many years. It sat vacant and transitioned back and forth as a
24 church. It is going to be a nice science based school.

25
26 Mr. Lessard said Lake Mary has always benefited from beautiful new development,
27 beautified redevelopment that is occurring Downtown but now if we can buffer that
28 eastern border of the City with redevelopment in that corridor. The County is committed
29 to continuing this stormwater effort.

30
31 Mr. Lessard said some of the projects we have done is the Sand Pond Road and
32 Skyline Drive Project. The CPH team stands ready to help the City and they continue to
33 reinvigorate and redevelop. This is a live, work and play community. Over the years we
34 have watched as the SunRail Station, the Downtown area redevelopment, streetscape
35 beautification and softening up some of the thoroughfares. There has been discussion
36 of the Country Club corridor and continues to soften its downtown image and bring
37 residents in. Curt is tremendously experienced in that.

38
39 Mr. Lessard said with the 17-92 Riverwalk we talk about collaboration. Many of the
40 commission have sat in some shape, form or capacity with Metroplan and TDC boards.
41 Seminole County has done it fantastic and it's because of the City's cooperative efforts.
42 The 17-92 Riverwalk Phase III is currently under design. It will complete a loop that is
43 going to be a signature piece for the entire county. It is going to connect us across the
44 St. Johns River and Lake Monroe into Volusia County, and tie into the sea to shore trail
45 system. It's a fantastic collaborative effort. One of the most successful segments of
46 the trail system in Seminole County is in Lake Mary.

1
2 Mr. Lessard said we are very well versed in hard utilities. One of the primary functions
3 of city, county and local governments is the provision of safe drinking water and
4 functional sewer and water transmission systems. We have some of the most
5 respected engineers in the area in these components.
6

7 Mr. Lessard said in the live, work and play, play has become very important and live has
8 become very important. We have always known that Lake Mary was a place to work.
9 You all have done a tremendous job making communities walkable. At Stetson
10 University they took an area off of 17-92 that was crime ridden and a rapidly moving
11 traffic system. They were able to calm the traffic down and it is now a very usable
12 greenway.
13

14 Mr. Lessard said Independence Lane is an interesting project our folks are working on
15 in the City of Maitland. It is very expensive. The City of Maitland is committed to
16 reinvigorating a city portion behind their city hall. They are looking to become what
17 Lake Mary has already achieved—downtown events, restaurant commitments, and a
18 real downtown core. They have made a commitment in acquiring property.
19

20 Mr. Lessard said we have had a tremendous relationship with the City of Lake Mary and
21 we are honored to be a part of it.
22

23 Mayor Mealor said when you talk about streetscapes and gateways, what we call our
24 Trailhead Park Plaza was done in many ways pro bono by CPH and it has made a real
25 difference in this community.
26

27 Deputy Mayor Duryea asked if CPH was currently working on any projects for us.
28

29 Mr. Nasa said they were currently working on East Crystal and the Station House.
30

31 Deputy Mayor Duryea asked where they were with that.
32

33 Mr. Nasa said real close. We are trying to fine tune it and make sure the City is getting
34 everything they paid for.
35

36 Mr. Lessard said another project being reinvigorated is Heritage Park.
37

38 Commissioner Brender said one of the things we are dealing with on Lake Mary
39 Boulevard is traffic. He asked if CPH actively has traffic consultants and traffic studies.
40

41 Mr. Lumin said we have full service traffic engineering in-house. We have two traffic
42 engineers as well as five roadway engineers that can help improve the corridor. There
43 are over 50,000 cars that use Lake Mary Boulevard a day. It becomes difficult because
44 you have the signals that cause delay and the crossing for SunRail that adds to some of
45 the delay on the Boulevard. You can try to improve the traffic by looking at the timing of
46 the signals.

1
2 Mr. Tomerlin said we are working with CPH to develop a scope of work for the gateway
3 feature at Weldon which is our participation in the CRA.

4
5 Mayor Meador said it is not only a gateway feature for Lake Mary but also Seminole
6 State. They are a true partner in the success we have had.

7
8 Mayor Meador thanked CPH for their presentation.

9
10 CPWG

11
12 Steve Tarte and Jeff Earhart came forward. Mr. Tarte said they are the founders of
13 CPWG. We are a small engineering firm of about 20. We started in 2004. Jeff is local
14 in Oviedo.

15
16 Mr. Tarte said we are a full service municipal engineering firm. Most of our client base
17 is much like Lake Mary. He showed the continuing contracts with various counties and
18 cities. We basically work the I-4 corridor and he is located in the Tampa office and Jeff
19 is in the Oviedo office. We cover Lake County. We work coast to coast through the I-4
20 corridor. He pointed out an outfall project they did for the City of St. Petersburg Beach.
21 We inspected their stormwater pond for the water management district which was a
22 \$500 project. We did a guardrail design for \$1,000. We are under construction where
23 we did a mile long project that was \$588,000 for design fees. That was a complete
24 rebuild of the street, underground utilities, and all utilities—stormwater, potable water,
25 reclaimed water, sewer so we do the projects from full spectrum.

26
27 Mr. Tarte said next is parks and recreation and is one of the most favorite things we do.
28 We have done a lot of work for Orange County, Lake County, and City of Winter Haven.
29 Dr. Phillips Park is one of our featured parks we did seven or eight years ago. We have
30 done several multi-field sports facilities for Lake County.

31
32 Mr. Tarte said next is stormwater and Jeff is a great civil engineer and handles many
33 things. Stormwater is his forte. He is very well versed with St. Johns. We do a lot of
34 work for the City of Longwood and the Environmental Protection Division for Orange
35 County. We do all types of stormwater stuff from design to NPDES compliance. The
36 Bonnie Brooks Substation was a very diminished concrete stormwater pond. We pulled
37 it out, moved it, put in new pumps and rebuilt it to its current condition. Stormwater is a
38 very big component of what we do.

39
40 Mr. Tarte said next is water resources. For EPD we just got two additional lakes. We
41 do a lot of nutrient studies on lakes. The project we just finished the report on was for
42 Lake Roberts by Windermere. We are just starting our Lake Mary gym in Lake Tilden.
43 We are going to do some predevelopment work on the Big Econ where there is a
44 development coming in here in the next couple of years. For Madeira Beach we do
45 water quality sampling for various things. The City of Madeira Beach had a fecal issue
46 in their bay and we sampled a couple of years trying to source that and work with

1 FDEP, FWC and some other agencies trying to figure out how to help Madeira Beach
2 with that. He pointed out a stormwater retrofit project in Barnett Park in Orange County.
3 It was a small creek that is an impaired water body. This is a stormwater retrofit to try to
4 help that lake. We also make a park feature to make Barnett Park nicer than it already
5 is.

6
7 Mr. Tarte said we have transportation engineers, traffic engineers, and roadway
8 designers. We have done ten miles of roads for the City of Longwood over the last 10
9 or 11 years. He pointed out a road under construction and a finished road. We're doing
10 road work for Lake County, City of Longwood, City of Tampa, and City of Clermont. We
11 are FDOT certified in lighting, traffic signals, traffic engineering, and roadway designs.

12
13 Mr. Tarte said next is utilities. Here we design wastewater and potable water. We're
14 doing a lot of undergrounding work on the beaches. We just got a \$1.5 million contract
15 with the City of Madeira Beach. We are undergrounding the first 1,500 linear feet of the
16 north side of their city. As soon as that pilot project completes we are going to do the
17 next two miles. We are undergrounding in St. Pete. We are very experienced working
18 with all the utility companies and water management districts.

19
20 Mr. Tarte said next is land development. We are not a land development firm and this is
21 5-10% of our annual revenues. The reason we put it in here for you is we do land
22 development and it gives us an opportunity to see things from the developer's
23 standpoint that makes our job better.

24
25 Mr. Tarte said in construction we have a GC (General Contractor) license. We started
26 this about two years ago. He showed some projects in Lake County. One is a
27 stormwater outfall. That pipe had an 80-foot drop coming out of King's Ridge and we
28 had to re-pipe that with very large pipes and ended up constructing that. He pointed out
29 Northlake Community Park where they did all the civil design work on that since 2006.
30 It is now a 140-acre park. We built the rest room/concession stand. He pointed out a
31 small wood pier project for the City of Clermont. Nothing is too small or too big.

32
33 Mr. Tarte showed the professional staff. We are a small boutique firm. The City of Lake
34 Mary is a perfect type client that we like. We did your pavement management
35 inspections last year.

36
37 Commissioner Lucarelli said it was mentioned there were only 20 employees. She
38 asked what percentage in what offices.

39
40 Mr. Tarte said they are about equally split in the two offices. Everybody is working on
41 everything. Because of technology it wouldn't matter if we were all 20 here.

42
43 Mayor Mealor thanked them for their interest.

44
45 Pegasus Engineering

1 A copy of the PowerPoint presentation is attached.

2

3 Tom Kelley, a principle with Pegasus Engineering, came forward. He said he would
4 serve as the Contract Manager for this project. He introduced David Hamstra, another
5 principle who will address stormwater management. He said one of our founding
6 principles, Juan Fong, will address transportation.

7

8 Mr. Kelley said we are headquartered in Winter Springs. We have done a lot of work
9 across Central Florida. Our emphasis is on transportation and stormwater, although we
10 were doing road projects and would typically do the utilities coordination. Our unusual
11 success has been based on what we consider to be responsiveness. That is the reason
12 we have a lot of continuing contracts. Our reputation has preceded us around the
13 state. We have been fortunate to stay busy and are proud of our work.

14

15 Mr. Kelley said we have a lot of continuity with our staff. Our ten Florida registered
16 professional engineers have a combined experience of over 235 years. That is a very
17 unusual experience quotient. We are extremely proud of the fact that our insurers tell
18 us we have an unsurpassed record with respect to claims. There is an omissions claim
19 and we have experienced none under our professional liability coverage and we have
20 been fortunate in avoiding lawsuits between contractors and our clients.

21

22 Mr. Kelley said our organizational chart was included in our submittal to the City. He will
23 serve as principle in charge and senior contract manager. We listed the four divisions.
24 There is the Roadway, Intersections & Parking that Juan would lead. Signalization
25 Design that Fursan Munjed would lead. Fursan is busy meeting a deadline now. We
26 are part of a design team for the express lanes on 417 for the turnpike. We have a
27 small portion of it but an important portion. He said he had over 40 years' experience in
28 civil and environmental engineering. He holds master degrees in civil and
29 environmental and a master's degree in management. He has worked closely with
30 Juan (Fong) for 22 years. His primary expertise is in roadway and intersection related
31 work and resurfacing projects for both local government and DOT. He said he and
32 David (Hamstra) have worked together for close to 30 years. He is perhaps the best
33 known stormwater professional across the state and is doing work in the panhandle
34 now. The four of them have 115 years of collective experience.

35

36 Mr. Kelley showed a list of cities that they have served across the state, primarily in
37 Central Florida in municipal infrastructure type work. Some are scattered around other
38 parts of the state and as far south as Delray Beach. The former city manager of Winter
39 Park, David Hardin, was in Delray Beach for a number of years and headed up their
40 rebirth and served as interim city manager in Port Orange where we are doing some
41 expertise work for them on some floodplain issues that have been very controversial
42 with their former consultants. He showed a list of the counties that shows the emphasis
43 on Central Florida but also shows the Santa Rosa work.

44

45 Mr. Fong thanked the Commission for having them here to allow them to present their
46 qualifications. He said his expertise is in the roadway side of the engineering part. He

1 showed the FDOT pre-qualifications which are the guiding rules for most of the roadway
2 consultants. We are prequalifying groups 3.1 to 3.3. That means we can do projects
3 for the Department of Transportation as small as milling and resurfacing and rehabbing
4 the pavement all the way up to interstate and multi-lane construction projects. He said
5 he had done all those kinds of projects, understanding that for this contract the effort is
6 going to be concentrated on turn lane additions, small capacity and safety
7 improvements, extension of pavements, and making sure the roads have a long service
8 life for the City.

9
10 Mr. Fong said in addition to group 3 we are also pre-qualified for groups 6 and 7 which
11 are the traffic components of the DOT type of projects. Those are the ones that will fall
12 under signing and pavement marking plans, and signalization plans. We have done a
13 tremendous amount of signals for Seminole County and other cities. One other thing
14 we are pre-qualified with the Department of Transportation is group 10 which is the
15 construction, engineering and inspection services that if the City requires any help on
16 that we can assist.

17
18 Mr. Fong showed a comprehensive overview of projects they have experience with. It's
19 a lot easier to visualize the type of project and relate it to the type of experience and
20 match it to the needs the City may have on some of the projects that may come up out
21 of this type of continuing contract. We were involved in the design of the County Road
22 46A widening for Seminole County. We are involved with the Seminole Towne Center
23 off-site infrastructure at State Road 46 and I-4. This year we started the design for the
24 Old Lake Mary Road drainage improvements. He personally worked over ten miles of
25 sidewalks for Seminole County. We have over 50 intersection improvement projects in
26 Seminole County and highlighted four: 434 and Winding Hollow which is a LAP project
27 for DOT. It is a right turn lane addition to 434 into a subdivision. That project required
28 right-of-way. On 427 and North Street we did the right turn and signal and drainage
29 improvements. We were the designers of Red Bug Lake Road and Tusawilla
30 intersection improvements. On a project on 436 and Howell Branch we did a turn lane
31 addition.

32
33 Mr. Fong said we have done multiple infrastructure projects for different cities within the
34 County including Winter Springs, Altamonte Springs, and Longwood. Two projects that
35 are similar to what we expect this contract will yield is the Winter Springs Boulevard
36 resurfacing project. We worked with the city very closely in addition to the geo-tech
37 company to come up with a specific plan to mill and surface that project. We had to do
38 different milling depths, we had to overbuild in some sections to take some of the dips
39 out, and we had to reconstruct some of the base because the pavement is failing due to
40 water issues. We are very familiar with the pavement rehabilitation projects. A much
41 bigger project was the six lane widening of Red Bug Lake Road.

42
43 Mr. Hamstra went over the stormwater issues. He has devoted his career and his staff
44 the last 25 years in stormwater management for cities and counties throughout the
45 State of Florida. We have covered all elements of stormwater management ranging
46 from master plans, basin studies which most have lead into design projects, permitting,

1 retrofitting, flood protection, and water quality improvements. Other ancillary things we
2 have done for cities and counties, Orange City, Debarry and Longwood we are helping
3 them with the NPDES program making sure they stay in compliance. Those cities have
4 experienced a change in staff and we help their staff get up and running and the
5 elements involved. For expert witness services, any time you do flood protection
6 improvements, some way it seems like you've damaged them and we help our cities
7 and counties get them out of hot water once we've fixed the problem.

8
9 Mr. Hamstra said one thing we are very proud of, especially since we work with cities
10 and counties, is getting them money. For the past ten years, we have secured roughly
11 \$35 million in grants that are stormwater related. These are geared toward flood
12 protection, water quality, and infrastructure upgrades. He showed a list of programs
13 they have tapped into. Recently they got the House Appropriation Fund for Orange City
14 for the Blue Springs Nutrient Reduction Project. The next two are water quality related.
15 The TMDL and FDEP 319 are water quality grants to help cities and counties build
16 treatment facilities or large ponds to clean up the water before it goes downstream. The
17 program we have been successful and fortunate is the FEMA Hazard Mitigation
18 Program. We got roughly \$15 million in grants in response to hurricanes, tropical
19 storms, or proactive projects to get built to address flooding. He showed a picture of
20 Debarry after Tropical Storm Fay where they got 19 inches of rainfall in a week. Homes
21 went under water and we got a \$10 million project design and implemented to connect a
22 bunch of their lakes and provide adequate flood protection throughout the City.

23
24 Mr. Hamstra said some of the lesser known programs, for example the St. Johns Cost-
25 Share Program. That program has evolved over the years and is focusing on
26 alternative water reuse and things like that. He showed some Lake County Water
27 Authority projects that are all water quality retrofit projects that were done for Lake
28 Harris and Lake Eustis to clean up the water. DEP sometimes will participate to
29 supplement the income of those grants if needed. The \$500,000 there was a grant to
30 pay for emergency generators for a pumping system.

31
32 Mr. Hamstra said the Community Development Block Program has been geared toward
33 sidewalk upgrade, water, sewer, and drainage. In 2008 was a grant that came out of
34 Tropical Storm Fay where the government paid 100% of improvements that were done
35 in southwest Volusia County.

36
37 Mr. Hamstra said in regards to Lake Mary, we understand that the majority of your city
38 is encompassed by the basin management action plans. The north half is the copper
39 color with water that goes to Lake Monroe. The area in green is the area that flows east
40 and north into Lake Jesup. Those are adopted areas that you have been involved with
41 the stakeholders from day one. The small area in blue is the recent Wekiva one which
42 you have been excluded because you are a de minimus impact to that water.

43
44 Mr. Hamstra said for Lake Monroe you were fortunate enough not to have any reduction
45 requirements at this point because your loads were below what you are contributing to

1 the system. You are supplementing programs and receiving credit for street sweeping
2 and public education.

3
4 Mr. Hamstra said the same holds true for Lake Jesup. You are also acquiring credits for
5 future improvements moving forward.

6
7 Mr. Kelley said we reviewed the list of projects that are slated for the City to undertake
8 under the One Cent Sales Tax Program. We note that most of them are resurfacing
9 projects. We have done a lot of resurfacing work and depending on the nature of it, we
10 typically utilize a field tech firm. We would want to use one that the City has worked
11 with and is comfortable with to help us develop a solid pavement report.

12
13 Mr. Kelley said they were available for questions and appreciated the opportunity to
14 serve the City of Lake Mary.

15
16 Commissioner Brender said it sounds like they do a lot of work in a lot of areas. He
17 asked Mr. Kelley if they had the staffing available.

18
19 Mr. Kelley answered affirmatively. We find the nature of continuing contracts as such
20 that just as you're wrapping up some work the telephone rings. We are predominantly a
21 production company. We don't have a hierarchy of marketing people and so forth. We
22 contract out a lot of administration and accounting work so we focus on the things we
23 are trained to do which are engineering project management and design, and permitting
24 and construction administration. When we commit to schedule completion dates we
25 meet them.

26
27 Deputy Mayor Duryea asked Mr. Kelley the smallest and the largest projects he has
28 been involved in during the last five or six years.

29
30 Mr. Kelley said the largest project probably would be the multi-phase projects in Citrus
31 County.

32
33 Mr. Fong said we did the design for the expressway at 408 and State Road 50. A small
34 project is milling and resurfacing of a two-lane road or a lane addition.

35
36 Mr. Hamstra said for stormwater we did reviews for \$5,000 and did a \$7,800 job for
37 Debary.

38
39 Mr. Kelley said some of our small clients don't have an extensive engineering staff and
40 when they get site plans or subdivision plans that they think have some special issues
41 they may ask us to review them. We are comfortable doing those types of assignments.

42
43 Mayor Mealor thanked Pegasus for their interest in Lake Mary and for their
44 presentation.

45
46 WGI

1
2 Nancy Clements, Transportation Director for the Wantman Group, came forward. She
3 thanked the City of Lake Mary for considering us for the continuing services contract.
4 We have 280 people companywide at WGI. In Central Florida we have 21 people. We
5 are in Winter Garden now and are moving to a larger space in Ocoee.
6

7 Ms. Clements said what WGI will provide Lake Mary is a proactive and dedicated team.
8 We are looking to support the City as an extension of your current staff and provide
9 engineering services.
10

11 Brian Flynn, Transportation Division Manager for the Winter Garden office, came
12 forward. He said you have a copy of our organizational chart in the proposal that was
13 sent. We have an extensive team of consultants. We provide full design consultant
14 services from transportation design, roadway design, structures design,
15 stormwater/drainage design, landscape design, planning and pretty much everything
16 you would want to have. You can do one stop shopping with us. Our other team
17 members include Traffic Engineering Data Solutions which is in Volusia County,
18 Dannick Engineering Consultants will provide additional structural support services,
19 Tierra Geotechnical Services, and Singhofen & Associates would provide additional
20 stormwater services.
21

22 Mr. Flynn said our Winter Garden office can probably provide everything that you would
23 want on this contract but we do have 280 folks in other offices. We have seven other
24 offices around the state in West Palm, Tallahassee, Jacksonville, Tampa, and Ft.
25 Lauderdale. We have more than adequate staff. He introduced some of their key team
26 members from the Winter Garden office: Richard Earp with 20 years of doing drainage
27 design, Alfredo Rodriguez with 13 years of transportation/roadway design, Patty
28 Therrien with 20 years of stormwater/drainage design, Brett Oldford with 21 years of
29 utility design/water/wastewater, and Andy Stillings with 16 years of
30 transportation/roadway design. We also have additional staff we bring to bear under
31 this contract: Rob Woodruff with 26 years of structural design experience, Eric Lanning
32 with 8 years, and Rob Petesalt with 33 years of survey. We also provide survey and
33 utility locates. We can provide one-stop shopping. In addition we have Jimmy Richie
34 and Bill Scott. Bill is our quality control officer for the company and has 35 years'
35 experience.
36

37 Mr. Flynn said Nancy (Clements) has 25 years' experience. She was Chief Engineer for
38 the Florida Turnpike from 2002 to 2007. She is an active hands-on project manager as
39 we all are. Anybody sitting here today could manage one of your projects. Some of
40 Nancy's projects are Columbia Street we are doing for Orlando. That is three-R
41 project—a restoration and re-milling project for the City of Orlando that includes some
42 streetscape, utility improvements, and signalization improvements. It is adjacent to the
43 CSX Railroad so we have some crossing gates that are located within the limits of the
44 project. Nancy has just finished up the Turnpike/State Road 417 interchange project
45 that she managed which was adding ramp improvements as well as Suncoast Parkway
46 and other projects.

1
2 Mr. Flynn said he had 35 years of design and construction experience. He is a licensed
3 engineer as well as a general contractor and certified DBIA professional. He has done
4 a lot of local project work for Seminole County that includes Markham Woods Road
5 safety improvements which added the turn lanes along Markham Woods Road between
6 E.E. Williamson and Lake Mary Boulevard. We also had a utility design project putting
7 in water and reclaimed water along Markham Woods Road. He has done multiple
8 Orange County projects from widening projects to milling and resurfacing projects. His
9 experience covers the full spectrum of roadway transportation design. He has done
10 small intersection improvement projects to \$100 million+ design/build projects. He has
11 done work for District 5. State Road 600 was a concrete pavement rehabilitation project
12 which won a FICE award. The District was thrilled about the improvements of the
13 project. He did State Road 430 intersection improvements, passing lane design build
14 projects, multiple design build projects. He was the project manager for a portion of the
15 preliminary engineering for the project that went from US 1 to 520.
16

17 Mr. Flynn said Alfredo (Rodriguez) brings 13 years of engineering design, roadway
18 design, and construction experience. He was the project engineer on the State Road
19 434 project from I-4 to Rangeline which was a Seminole County project. It was a LAP
20 job with DOT. He did the Lake Emma Road improvements in Lake Mary, County Road
21 15, and State Road 46 from State Road 46 to Orange Boulevard. He has done a lot of
22 local work. He has done from milling and resurfacing projects to widening projects to
23 entirely new alignments. He is currently working on State Road 710 for District 1 and
24 that is a new alignment that runs from US 1. He has extensive knowledge in DOT
25 design criteria and ASTRO related design criteria.
26

27 Mr. Flynn said Andy Stilling has 16 years. Andy came to us recently. He had been
28 working in District 5 in the LAP program. Andy did that for four years. He has extensive
29 knowledge and understanding of LAP projects and the requirements for those and what
30 it takes to get them done. In addition he has worked on several local projects—the
31 East/West road for Orange County, State Road 435 was a reconstruction project in
32 Marion County, I-4 ultimate design as well as I-4 improvements at State Road 408.
33

34 Mr. Flynn said all of our staff has experience from doing interstate work to local
35 roadways to small intersection improvement projects. We bring a lot of experience.
36 Although we have a lot of young faces there is a lot of experience sitting here. We have
37 a lot of additional folks that can support us if need be. He said he was confident they
38 could do pretty much all the work out of the Winter Garden office and be responsive to
39 your needs.
40

41 Mr. Flynn said Patty Therrien has 20 years of drainage design and permitting
42 experience. He showed a list of some of her projects. She has expertise in stormwater
43 management system design, hydraulic analysis, is a proven leader when it comes to
44 getting projects permitted through the St. Johns River Water Management District,
45 South Florida Water Management District, and the Southwest Water Management
46 District.

1
2 Mr. Flynn said Richard Earp has 20 years of experience. He has done a lot of work
3 related to NPDES as well as stormwater quality master plans. He is an expert in
4 stormwater management, flood protection, and water quality.

5
6 Mr. Flynn said Eric Lanning who was not present this evening has 8 years and has a lot
7 of experience in those 8 years. Mr. Flynn said he would be the project manager on any
8 project or task work orders that the City feels confident in giving us to do, but any one of
9 the folks on this job could run it. They will report directly to me but if we had multiple
10 projects to do we could hand them out to these folks and get the job done in short order.

11
12 Mr. Flynn said Rob Woodruff has 26 years of structural design experience. Rob has
13 some great bridge jobs that he has done and of the local projects he has worked on, the
14 Dunn Avenue extension in Volusia County is one. We have 10 or 12 structural
15 engineers working for us. We can do large bridges, box culverts, culvert extensions,
16 minor drainage improvements, addressing ponding issues, and anything like that.

17
18 Mr. Flynn said Pam Young recently came to us with 29 years of experience. She is our
19 Utility Coordination Manager in our Winter Garden office. She has extensive
20 experience in utility coordination and the issues associated with utility conflicts and
21 things of that nature and making sure those issues do not become conflicts in the field.
22 One of the biggest issues that any utility coordination person has to deal with is to
23 prevent those from happening.

24
25 Mr. Flynn said Brett Oldford has 21 years of experience. Brett has a lot of utility, water,
26 wastewater design experience. He is the project manager on numerous projects. He
27 showed a list of some of the projects: Lake Boynton Estates utility improvements, force
28 main improvements, injection well pump station design. Brett has covered the gamut as
29 far as utility and municipal engineering in his career.

30
31 Mr. Flynn said Jimmy Richie will provide support for Brett with 14 years of planning and
32 studies. Jimmy also has utility design experience with both water and wastewater so he
33 can wear a number of different hats.

34
35 Mr. Flynn said Bill Scott is our QAQC manager and recently joined us. Bill has been in
36 Central Florida for nearly 20 years. He has extensive experience in design criteria and
37 knowledge and understanding of roadway design, and engineering in general.

38
39 Mr. Flynn said we have expertise in transportation, planning, environmental, survey,
40 utilities, and municipal construction. We can be a one-stop shop. In transportation we
41 provide program management, transportation planning, traffic engineering, highway
42 design, corridor planning, multi-modal transit, and ITS. He said he had mentioned the
43 Sly Boulevard and Columbia Street improvement project that also provided streetscape
44 improvements, signalization improvements, coordination with CSX Rail, as well as
45 upgrades to ADA accessibility throughout the corridor. We are currently working on the
46 Columbia Street portion of that. Sly Boulevard has been completed and the second

1 phase was to make similar improvements to Columbia Street which is perpendicular
2 and ties into Sly Boulevard. The Conway Road improvements was a project that
3 Alfredo worked on. It was widening Conway Road from a two-lane rural to a four-lane
4 divided. It went from 528 to Hoffner Road. The 408 widening improvements was a
5 project that Patty worked on. It went from Crystal Lake Drive along the 408 to Conway
6 Road over Lake Underhill. Patty provided the drainage design for that.

7
8 Mr. Flynn said some of our structure capability are bridge load rating, bridge
9 development reports, continuous steel girder bridges, cast in place/slab bridges, sound
10 barrier walls, retaining walls, box culvert extensions, drainage structures, mast arms for
11 signals. Rob's job for the Dunn Avenue extension included three-quarters of a mile of
12 two-lane new alignment, including a 437-foot continuous deck over the roadway.

13
14 Mr. Flynn said we provide survey services and can do from A to Z on survey. We have
15 three crews out of our Winter Garden office and have multiple crews around the state.
16 One of the projects we did for survey was right-of-way mapping along Edgewater Drive
17 which was an Orange County project. We also provide laser scanning survey services.
18 We have state of the art equipment to do survey that provides exceptional survey data
19 to the client as well as being able to keep the surveyors off the roadway. We can
20 survey jobs from behind a guardrail and get three dimensional pictures we can use to
21 incorporate into our designs.

22
23 Mr. Flynn said we have subsurface utility equipment and crews, penetrating radar, and
24 utility coordination. We can provide soft digs, excavation, and subsurface utility
25 exploration services.

26
27 Mr. Flynn showed a list of continuing services contracts from District 1, District 4, District
28 5, and District 7. We understand the continuing engineering services that are required.
29 We understand the responsiveness that is required. We are fully prepared to turn
30 around on a dime and get you what you need. We are here to serve your needs and
31 provide a good quality job.

32
33 Mayor Mealor thanked WGI for their presentation and interest in the City of Lake Mary.

34
35 There being no further business, the work session adjourned at 6:20 P.M.
36

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held August 20, 2015,
2 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road, Lake
3 Mary, Florida.

4
5 1. Call to Order

6
7 The meeting was called to order by Mayor David Mealor at 7:05 P.M.

8
9 2. Moment of Silence

10
11 3. Pledge of Allegiance

12
13 4. Roll Call

14
15 Mayor David Mealor
16 Commissioner Gary Brender
17 Deputy Mayor George Duryea
18 Commissioner Sidney Miller – Absent
19 Commissioner Jo Ann Lucarelli

20 Tom Tomerlin, Acting City Manager/
21 Economic Development Manager
22 Carol Foster, City Clerk
23 John Omana, Community Dev. Dir.
24 Steve Noto, Deputy City Planner
25 Tom Connelly, City Engineer
26 Bruce Paster, Public Works Director
27 Bryan Nipe, Parks & Recreation Dir.
28 Wanda Broadway, HR Manager
29 Mike Biles, Police Lieutenant
30 Joe Landreville, Deputy Fire Chief
31 Katie Reischmann, City Attorney
32 Mary Campbell, Deputy City Clerk

33
34
35 5. Approval of Minutes: August 6, 2015

36
37 **Motion was made by Commissioner Lucarelli to approve the minutes of the**
38 **August 6, 2015, meeting, seconded by Commissioner Brender and motion carried**
39 **unanimously.**

40
41
42 6. Special Presentations

43
44 There were no special presentations at this time.

45
46 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.

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

2
3 8. Unfinished Business

- 4
5 A. Ordinance No. 1526 – Rezoning from Planned Unit Development (PUD) to
6 PUD (Revision to adopted Rinehart Place Final PUD), related to the proposed
7 development of a Florida Hospital emergency medical facility, 950 Rinehart
8 Road, Kimley-Horn & Associates, Inc./Jonathan Martin, P.E. for Adventist
9 health System/Sunbelt, Inc., applicant – Second Reading (Public Hearing)
10 (quasi-judicial) (John Omana, Community Development Director)

11
12 The City Attorney read Ordinance No. 1526 by title only on second reading.

13
14 Mr. Omana respectfully asked that when the Commission makes the motion if they
15 would carry forward two conditions that were outlined during first reading and stated the
16 conditions for the record: (1) Prior to the issuance of a CO for the building on Lot 4A,
17 Rinehart Place, the developer shall improve the safety and aesthetics of Lot 7. This
18 shall include demolishing and removing the building shells, both those erect and those
19 lying on the ground. The developer shall also remove all construction materials, junk,
20 and debris. The developer shall mow the area on a regular basis. The building slabs
21 may remain; however, there shall not be any construction materials that extend above
22 the plane of the slab. (2) The developer has committed to demolish and will demolish
23 the building on Lot 3 before December 2015.

24
25 Mr. Omana said staff has nothing further and recommends approval.

26
27 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1526.

28
29 Borren Owen of Gray Robinson Law Firm, 301 East Pine Street, Orlando, Florida, came
30 forward on behalf of Florida Hospital. He thanked the Commission for their support and
31 vote of confidence. Ours is a mission of healing and healthcare and we are excited
32 about coming to the City of Lake Mary. We will bring superior healthcare and emergent
33 healthcare. We appreciate the efforts of staff and dealing with us in a professional and
34 courteous manner. We have not always agreed but we've come to reasonable
35 resolution. We are happy with the conditions, we are supportive of the staff report, and
36 we ask for approval of our project.

37
38 No one else came forward and the public hearing was closed.

39
40 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1526 on**
41 **second reading subject to the five findings of fact outlined in the staff report and**
42 **two conditions: (1) Prior to the issuance of a CO for the building on Lot 4A,**
43 **Rinehart Place, the developer shall improve the safety and aesthetics of Lot 7.**
44 **This shall include demolishing and removing the building shells, both those erect**
45 **and those lying on the ground. The developer shall also remove all construction**
46 **materials, junk, and debris. The developer shall mow the area on a regular basis.**

1 **The building slabs may remain; however, there shall not be any construction**
2 **materials that extend above the plane of the slab. (2) The developer has**
3 **committed to demolish and will demolish the building on Lot 3 before December**
4 **2015. Seconded by Commissioner Brender and motion carried by roll-call vote:**
5 **Commissioner Brender, Yes; Deputy Mayor Duryea, Yes; Commissioner Lucarelli,**
6 **Yes; Mayor Mealor, Yes.**

7
8 Mayor Mealor thanked Mr. Owen. He said the expertise that Mr. Owen brings and Mr.
9 Langley brought representing the other side, the fact that you collectively worked
10 through this is an example of collaboration and the ability to bring together a project that
11 is needed in the community. He thought it would be a great addition. Both ABC and
12 Florida Hospital are amazing corporate neighbors and they do so much for all of us. We
13 look forward to working with you.

14
15 9. New Business

16
17 A. Request for a \$5,000.00 Neighborhood Beautification Grant for Crystal Ridge
18 Subdivision (Steve Noto, Deputy City Planner)

19
20 Mr. Noto said this is the second and final Neighborhood Beautification Grant of the
21 current fiscal year. We had one other request come forward this year that left \$20,000
22 in the budget for Neighborhood Beautification Grant projects.

23
24 Mr. Noto showed a plat of the Crystal Ridge subdivision on the overhead. The areas
25 marked yellow are the two entrances into the project. There is one entry feature at
26 Franklin and two entry features at Ridge Road. Crystal Ridge subdivision is requesting
27 \$5,000.00 to beautify those two entryways. The total project cost is \$8,822.85 based on
28 the two vendors they have chosen. Quik Care will be doing the landscaping and
29 Woodland Manufacturing will be doing the signage on the existing brick monuments.
30 The applicant will be covering the difference. They have provided just over \$900.00
31 sweat equity and they will be covering the almost \$3,000.00 difference above the
32 \$5,000.00 grant.

33
34 Mr. Noto said to give an idea of what you can expect to see from Quik Care
35 Landscaping, they sent some pictures of similar products in the area. He showed the
36 pictures on the overhead. They are not doing the exact same landscaping but that is
37 the type of quality we can expect with flowers, upgraded hedges and things of that
38 nature. They will also do some maintenance on the irrigation. They will do cleanup and
39 things of that nature.

40
41 Mr. Noto said part of the reason for the request for funding is that the HOA recently had
42 some issues with the brick perimeter wall, especially adjacent to Country Club. It has
43 since been fixed; however, due to the funds that were needed to clean that up as well
44 as the HOA having a new vision for the entryway and the community, they have
45 requested the funding.

1 Mr. Noto said the Parks & Recreation Board met on Monday, August 3rd. They did not
2 have a quorum but the members present did provide a statement of support for the
3 project and that is noted in the staff report.

4
5 Mr. Noto said the application has met all of our requirements of the grant program and
6 staff has found that the request for a Neighborhood Beautification Grant for the Crystal
7 Ridge subdivision has met the requirements of the program and staff recommends
8 approval of the \$5,000.00 grant funding.

9
10 **Motion was made by Commissioner Brender to approve the request for a**
11 **\$5,000.00 Neighborhood Beautification Grant for Crystal Ridge subdivision,**
12 **seconded by Commissioner Lucarelli and motion carried unanimously.**

13
14 B. Resolution No. 971 – Qualified Target Industry (QTI) for Jeunesse, LLC, and
15 Approval of Expenditures as Require Local Financial Support for this State
16 Administered Incentive (Tom Tomerlin, Economic Development Director)

17
18 The City Attorney read Resolution No. 971 by title only.

19
20 Mr. Tomerlin said also present for this item is Casey Barnes with the Orlando EDC and
21 Bart Pelloni with Pelloni Development who is the real estate consultant for Jeunesse,
22 LLC.

23
24 Mr. Tomerlin said this item is consideration of a QTI incentive for Jeunesse, LLC.
25 Jeunesse is a health products company with a global footprint and this project is for
26 their global headquarters. QTI (Qualified Target Industry) is a state administered
27 incentive and the tax refund is paid after jobs are created. As a state program the due
28 diligence and monitoring are conducted by the State of Florida. Some project numbers
29 related are 150 new jobs that will be created over the next three years. The schedule of
30 ramp up is 50 jobs per year over that three-year course. They will purchase 701
31 International Parkway which is an approximately 136,000 square foot building. The jobs
32 will pay at least 115% more than the average county wage which works out to
33 approximately \$47,000 per year. The capital expenditure associated with this project at
34 this point is \$27.1 million--\$20 million for the building purchase and approximately \$7.1
35 million associated with the tangible personal property which are things such as furniture,
36 fixtures and equipment. The jobs are headquarter jobs dealing with administration and
37 operation of this company.

38
39 Mr. Tomerlin noted one thing that was not included in the staff report is that the nature
40 of the business is such that they will bring a great deal of visitor volume into the
41 community. We anticipate this business will keep the hotels busy with additional traffic.

42
43 Mr. Tomerlin said the City is being asked some numbers about the incentive itself. The
44 City is being asked to carry 10% of the incentive. Jeunesse qualifies for \$5,000 per job
45 incentive. At 150 jobs that is equivalent to \$750,000 of tax refunds. These tax refunds
46 can apply to virtually every tax they pay including property taxes and corporate income

1 taxes. The City's 10% contribution would be \$75,000 or \$500 per job. The County will
2 also consider an equal participation of 10% at an upcoming board meeting. Payout is to
3 occur after jobs are created and the payout will be extended across a six-year period.
4

5 Mr. Tomerlin said staff recommends approval of this QTI and local financial support of
6 \$75,000 pursuant to Resolution No. 971.
7

8 **Motion was made by Commissioner Brender to approve Resolution No. 971,**
9 **seconded by Commissioner Lucarelli and motion carried by roll-call vote: Deputy**
10 **Mayor Duryea, Yes; Commissioner Lucarelli, Yes; Commissioner Brender, Yes;**
11 **Mayor Mealor, Yes.**
12

13 Mayor Mealor asked the representatives present to let the Jeunesse group know how
14 much we appreciate their investment in the City of Lake Mary and Seminole County.
15

16 C. Ordinance No. 1527 – Reduce the Elder Affairs Commission from 8 members
17 to 7 members – First Reading (Public Hearing) (Bryan Nipe, Parks &
18 Recreation Director)
19

20 The City Attorney read Ordinance No. 1527 by title only on first reading.
21

22 Mr. Nipe said Mike Bley, Chairman of the Elder Affairs Commission, was present.
23

24 Mr. Nipe said for some time now the Elder Affairs Commission has struggled to reach a
25 quorum leaving it somewhat ineffective in making decisions to bring back to the City
26 Commission. This will allow for a smaller Elder Affairs Commission from nine to seven
27 and reducing that quorum down to four. That makes a much more manageable
28 quorum. In addition to that the requirement of there being four members needing to be
29 60 years old or older will be reduced to three.
30

31 Mike Bley, Chairman of the Elder Affairs Commission, said he had enjoyed being part of
32 that team. He welcomed any member of the City Commission to join them. They meet
33 the second Monday of every month at 3:00 P.M. at the Parks & Recreation Department.
34

35 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1527. No
36 one came forward and the public hearing was closed.
37

38 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1527 on**
39 **first reading, seconded by Commissioner Brender and motion carried by roll-call**
40 **vote: Commissioner Lucarelli, Yes; Commissioner Brender, Yes; Deputy Mayor**
41 **Duryea, Yes; Mayor Mealor, Yes.**
42

43 10. Other Items for Commission Action
44

45 There were no item to discuss at this time.
46

1 11. City Manager's Report

2
3 A. Items for Approval

4
5 a. Elder Affairs Commission 2016 Shred-A-Thon event location

6
7 Mr. Tomerlin said this is a request for movement of the Shred-A-Thon event to a new
8 location. The Shred-A-Thon is scheduled for Saturday, January 30, 2016. This event
9 will be moved from its prior year location of 660 Century Point to 400 Rinehart Road
10 which is the Siemens building parking lot. There is no charge associated with it but the
11 request is to allow the City Manager to execute the contract that would permit this to be
12 moved to that site on private property.

13
14 Mr. Tomerlin gave some background on the event. It generates over 900 vehicles and
15 provides more than disposal of paper. It also disposes computer hard drives. He asked
16 the Commission to approve the City Manager to execute the contract.

17
18 **Motion was made by Commissioner Brender to authorize the City Manager to**
19 **execute the parking lot lease agreement between Rinehart Development Group,**
20 **Inc. and the City of Lake Mary for the 2016 Shred-A-Thon event, seconded by**
21 **Commissioner Lucarelli and motion carried unanimously.**

22
23 b. Authorize City Manager to enter into contracts with Consulting Engineers

24
25 Mr. Tomerlin said nine qualified submittals were received as heard in our workshop
26 today for consulting engineers. The staff review team brought forth their four
27 recommendations. The four recommended firms are CPH, CPWG, Pegasus
28 Engineering and WGI. We are requesting the City Commission allow the City Manager
29 to enter into negotiation for all four of these firms.

30
31 Mayor Meador said at 5:00 this evening we had a workshop where all four of the
32 recommended firms did presentations. It was most informative and impressive with the
33 array of talent that was brought forward.

34
35 Mr. Paster said he was also impressed with the scope of talent that the four firms had.
36 Each one had a slightly different focus. As the City moves forward, we are not sure
37 what's going to happen in the future but we are definitely growing and is why we are
38 recommending to have all four firms available on a continuing contract basis. As
39 projects come up we will choose the firm that best fits the project.

40
41 **Motion was made by Commissioner Lucarelli to authorize the City Manager to**
42 **enter into negotiation with CPH, CPWG, Pegasus Engineering, and WGI for**
43 **Continuing Engineering Services, seconded by Deputy Mayor Duryea and motion**
44 **carried unanimously.**

1 Mayor Mealor thanked Tom Connelly and Danielle Koury. He asked Mr. Paster to
2 extend to them the Commission's effort that was put into this.

3
4 Mr. Tomerlin said tax notices have been mailed to property owners informing them of
5 the budget hearing to be held on September 3rd at 7:00 P.M. The final approval and
6 adoption of the budget is scheduled for September 17th.

7
8 Mr. Tomerlin requested the Commission schedule a work session for 5:30 P.M. on
9 September 17th for a consultant to present the Downtown Traffic Study. We think there
10 will be some interesting ideas shared at that work session. There were no objections
11 from the Board.

12
13 Mr. Tomerlin said qualifying for City Commission Seats 2 and 4 begins at noon on
14 Monday, August 24th and ends at noon on Friday, August 28th. You must be a
15 registered voter and been a resident for one consecutive year prior to qualifying. For
16 more information contact the City Clerk's office at 407-585-1423.

17
18 Mr. Tomerlin said the next scheduled WineART Wednesday featuring the Daily
19 City.com Food Truck Bazaar will be held on September 2nd from 5:00 P.M. to 9:00 P.M.
20 in Central Park in Downtown Lake Mary.

21
22 Mr. Tomerlin said in honor of Patriot Day, which is September 11th, the Lake Mary Fire
23 Department is holding a 9/11 memorial ceremony from 8:00 A.M. to 9:00 A.M. in Central
24 Park. There will presentations from City officials, police, fire, and military members.
25 The event is open to the public and we invite you to join us as we remember and honor
26 those who lost their lives on September 11th.

27
28 Mr. Tomerlin said the BEBR (Bureau of Economic & Business Research), which is out
29 of the University of Florida, has put our population estimate at 15,905.

30
31 12. Mayor and Commissioners' Reports (2)

32
33 Mayor Mealor had no report at this time.

34
35 Deputy Mayor Duryea had no report at this time.

36
37 Commissioner Lucarelli said she had a nice time at the League of Cities. It was well
38 attended. Kevin Spolski's father passed away last Sunday. They had the funeral
39 Wednesday morning. If anyone is interested in coming, his home is open from 3:00
40 P.M. to 6:00 P.M. on Saturday for a celebration of life.

41
42 Commissioner Brender had no report at this time.

43
44 13. City Attorney's Report

45
46 Ms. Reischmann had no report at this time.

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14. Adjournment

There being no further business, the meeting adjourned at 7:28 P.M.

David J. Mealor, Mayor

Mary Campbell, Deputy City Clerk

ATTEST:

Carol A. Foster, City Clerk

DRAFT



MEMORANDUM

DATE: September 3, 2015

TO: Mayor and City Commission

FROM: Deb Barr, Senior Programs Manager

THRU: Bryan Nipe, Parks & Recreation Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1527 - Reduce the Elder Affairs Commission from 9 Members to 7 Members - Second Reading (Public Hearing) (Bryan Nipe, Parks & Recreation Director)

The Elder Affairs Commission currently has seats for nine members, four of whom must be sixty years of age or older and three who may reside in unincorporated Lake Mary. For at least the past three years, they have not been able to fill all of its vacancies. For this reason, meetings have been cancelled due to lack of a quorum due to absences. Currently, there are four vacancies.

RECOMMENDATION:

Staff recommends that the Mayor and City Commission adopt Ordinance No. 1527 reducing the Elder Affairs Commission to seven members, at least three of whom are sixty years of age or older.

ORDINANCE NO. 1527

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING SECTION 30.91 OF THE CODE OF ORDINANCES; REDUCING THE NUMBER OF MEMBERS ON THE ELDER AFFAIRS COMMISSION; REDUCING THE NUMBER OF MEMBERS REQUIRED TO BE OVER SIXTY YEARS OF AGE; REDUCING THE NUMBER OF MEMBERS REQUIRED FOR A QUORUM; PROVIDING FOR CODIFICATION, PROVIDING CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Elder Affairs Commission desires to reduce the number of members on its board and reduce the number of members required to be over sixty years of age; and

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

Section 1. Section 30.91 of the Code of Ordinances is amended as follows:

§ 30.91 MEMBERSHIP.

The Elder Affairs Commission will consist of ~~nine~~ seven citizens of the city, at least ~~four~~ three of whom are sixty years of age or older. Up to three of the ~~nine~~ seven citizens may reside within unincorporated areas of Lake Mary. All appointments shall be made for a term of three years, and any member may be reappointed from term to term upon approval of the City Commission.

- (A) The Chairman and Vice Chairman of the Elder Affairs Commission shall be elected by the members of the committee.
- (B) The members of the Elder Affairs Commission shall receive no compensation.

§ 30.92 MEETINGS.

The Elder Affairs Commission shall hold regular meetings as shall be necessary. The presence of ~~five~~ four or more members shall constitute a quorum of the Elder Affairs Commission.

REMAINDER REMAINS THE SAME

Section 2. The Code of Ordinances of the City of Lake Mary, Florida, be and the same is hereby amended in accordance with the terms, provisions and conditions of this

ordinance. Further, that the sections of this ordinance may be renumbered or relettered to accomplish said amendment. "Ordinance" may be changed to "Section", "Article", or other appropriate word.

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

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

Section 5. This Ordinance shall be effective immediately upon passage and adoption.

Passed and adopted this ____ day of _____, 2015.

FIRST READING: _____

SECOND READING: _____

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

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

CITY ATTORNEY, CATHERINE D. REISCHMANN



MEMORANDUM

DATE: September 3, 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: Resolution No. 970 - Rescind New Century Park Development of Regional Impact (Public Hearing) (Stephen Noto, Deputy City Planner)

APPLICANT: Miranda F. Fitzgerald
for Crescent Communities, LLC.

REFERENCE: City Code of Ordinances, Florida State Statutes, Subsection 380.115 & Florida Statutes, Subsection 160.3223 – 160.3243, and New Century Park DRI

REQUEST: The applicant has requested to rescind the New Century Park Development Regional Impact (DRI).

DISCUSSION:

Location: The New Century Park DRI is located east of Interstate-4, west of Rinehart Road, Southwest of Wallace Court, and north of Primera Boulevard. The entire +/-138 acre DRI is made up of vacant land.



Background: The original Development Order (D.O.), establishing the DRI designation, was entered into on April 7, 1999, as recorded in O.R. Book 3639, Page 0402 of the Public Records of Seminole County. Subsequently, there have been two amendments to the original D.O., which are as follows:

- First Amended and Restated DO, as recorded in O. R. Book 3862, Page 0652 of the Public Records of Seminole County, Florida.
- The Second Amended and Restated DO, as recorded in O.R. Book 06129, Page 1125 of the Public Records of Seminole County, Florida.

RESCISSION of the DEVELOPMENT of REGIONAL IMPACT DESIGNATION:

Per Florida Statutes Section 380.115, if requested by the developer or landowner, the DRI development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in Section 380.13 (6), provided such permit or authorization is subject to enforcement through administrative or judicial remedies.

Additionally, pursuant to Florida Statutes Section 380.115, if a development which has received a DRI development order is located within a Dense Urban Land Area (DULA), as defined in the Florida Statutes Section 380.06(29), and is exempt from further DRI review, then the DRI shall be rescinded by the local government in the event such a rescission is requested by the developer or landowner.

DRI Review:

The New Century Park DRI is unique compared to other DRI's in the City. The DRI is a fully vacant DRI. Other DRI's in the City such as Colonial Center Heathrow and Timacuan, or former DRI's such as North Point, are/were fully or almost fully developed. Additionally, those DRI's had mitigation requirements for environmental issues, public safety, infrastructure, etc. as well as had vested entitlements through detailed transportation count programs. New Century Park, while having some mitigating requirements for the aforementioned issues, was not a vested DRI.

Part I, Section L of the Second Amendment and Restated Development Order states "The approved development program contained in this Second Amended and Restated Development Order is conditioned upon Crescent's compliance with the City's concurrency management system on a tract-by-tract basis simultaneously with filing a final site plan application for each tract". Therefore, while there were commercial/office square footages, and anticipated peak trips generated as part of the proposed development program, in actuality, none of those figures were fully vested due to the language outlined in Part I, Section L. This is what separated it from the other DRI's mentioned above.

Due to these factors, and the fact that the DRI is vacant, this rescission is in effect a “reset” of the potential development on the affected lands. The only requirement that needed to be addressed was a Proportionate Share Agreement with the Florida Department of Transportation, FDOT, in regards to providing easements for the future build-out of Interstate-4. Those requirements have been met; as such, no additional mitigation is required, and no additional conditions need to be carried forward.

STAFF FINDINGS OF FACT:

Rescission of Development of Regional Impact (DRI) – Staff finds that the proposed rescission of the DRI for New Century Park complies with all relevant portions of Section 380.115, F. S., and does not negatively impact the City of Lake Mary.

PLANNING & ZONING BOARD: At their regular July 28, 2015 meeting, the Planning & Zoning board voted unanimously, 5-0, to recommend approval of the rescission of the New Century Park DRI.

ATTACHMENTS:

- Resolution No. 970
- Request for Rescission of New Century Park DRI Development Order (as referenced in Attachment “A” of Resolution No. 970)
- Location Map
- July 28, 2015 Planning & Zoning Board Minutes

RESOLUTION NO. 970

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, RESCINDING THE NEW CENTURY PARK DRI DEVELOPMENT ORDER; PROVIDING FOR CONFLICTS AND EFFECTIVE DATE.

WHEREAS, Crescent/Florida, LLC, a Delaware limited liability company (“Crescent Florida”) is the owner of that certain real property in the City of Lake Mary, Florida, more particularly described in Exhibit “A” of Attachment “A” (referenced below) and commonly known as the New Century Park Development of Regional Impact (the “New Century Park DRI”); and

WHEREAS, Lake Mary Associations, L.P., a Delaware limited partnership (“LMA”), entered into that certain Development Order for the New Century Park DRI with the City of Lake Mary (the “City”) on April 7, 1999; and

WHEREAS, Assignment of Development Rights was given to Crescent Resources, Inc., a South Carolina Company, from LMA on June 7, 2000; and

WHEREAS, Crescent Resources, LLC, a Georgia limited liability company, successor by conversion to Crescent Resources of Georgia, Inc., a Georgia corporation, successor by merger to Crescent Resources, Inc., conveyed the New Century Park DRI to Crescent Florida by virtue of that certain General Warranty Deed on June 9, 2010, which is recorded at Official Records Book 07395, Page 0846, in the Public Records of Seminole County, Florida; and

WHEREAS, Pursuant to Section 380.115, Florida Statutes, if a development which has received a DRI development order is located within a Dense Urban Land Area (“DULA”), as defined under Section 380.06(29), Florida Statutes, and, therefore, is exempt from further DRI review, then pursuant to Section 380.115, Florida Statutes, “If requested by the developer or landowner, the development-of-regional-impact development order **shall be** rescinded by the local government having jurisdiction upon

a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in s. 380.031(6), provided such permit or authorization is subject to enforcement through administrative or judicial remedies; and

WHEREAS, A Request for Rescission of the New Century Park DRI Development Order dated June 18, 2015, was submitted to the City on behalf of Crescent Florida, which stated that no development has occurred within the New Century Park DRI and, therefore, no mitigation measures were required by the New Century Park DRI Development Order; and

WHEREAS, Based on the information contained in the Request, the City has independently verified that no development has occurred within the New Century Park DRI as of the date of this request; and

WHEREAS, An Order Approving Rescission of New Century Park DRI Development Order (the “Order” – Attachment “A”) has been provided for the City’s approval; and

WHEREAS, the City Commission finds this development agreement will promote the health and general welfare of the citizens of Lake Mary, Florida and will establish the highest and best use of the property.

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

Section 1. The City hereby rescinds the New Century Park DRI Development Order and acknowledges that the terms “New Century Park Development of Regional Impact” or “New Century Park DRI” as used in any applicable approval, agreement,

development order, document or permit shall hereafter mean and refer to the New Century Park Property.

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

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

PASSED AND ADOPTED this 3rd day of September, 2015.

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

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

CATHERINE D. REISCHMANN, CITY ATTORNEY

ATTACHMENT "A"

ORDER APPROVING RESCISSION OF NEW CENTURY PARK DRI DEVELOPMENT ORDER

THIS ORDER APPROVING RESCISSION OF NEW CENTURY PARK DRI DEVELOPMENT ORDER is issued by the City of Lake Mary, a municipality organized and existing under the laws of the State of Florida, whose address is 100 N. Country Club Road, Lake Mary, FL 32795.

Factual Background

A. Crescent/Florida, LLC, a Delaware limited liability company ("Crescent Florida") is the owner of that certain real property in the City of Lake Mary, Florida, more particularly described in Exhibit "A" attached hereto and commonly known as the New Century Park Development of Regional Impact (the "New Century Park DRI").

B. Lake Mary Associations, L.P., a Delaware limited partnership ("LMA"), entered into that certain Development Order for the New Century Park DRI with the City of Lake Mary (the "City") on April 7, 1999, which is recorded at Official Records Book 3639, Page 0402, as amended and restated by that certain Amended and Restated Development Order for the New Century Park DRI on March 30, 2000, which is recorded at Official Records Book 3862, Page 0652, as assigned by that certain Assignment of Development Rights ("Assignment") from LMA to Crescent Resources, Inc., a South Carolina Company, on June 7, 2000, which is recorded at Official Records Book 3866, Page 0646 (which Assignment was simultaneously executed with that certain Corrective Special Warranty Deed for the New Century Park DRI from LMA to Crescent Resources, Inc., which is recorded in Official Records Book 3866, Page 0640), and as further amended and restated by that certain Second Amended and Restated Development Order for the New Century Park DRI, on February 16, 2006, which was intended to supersede and replace the prior versions of the New Century Park DRI Development Order, and is recorded at Official Records Book 06129, Page 1125, all in the Public Records of Seminole County, Florida.

C. Crescent Resources, LLC, a Georgia limited liability company, successor by conversion to Crescent Resources of Georgia, Inc., a Georgia corporation, successor by merger to Crescent Resources, Inc., conveyed the New Century Park DRI to Crescent Florida by virtue of that certain General Warranty Deed on June 9, 2010, which is recorded at Official Records Book 07395, Page 0846, in the Public Records of Seminole County, Florida.

D. The New Century Park DRI Development Order set forth the mitigation requirements for the development of the New Century Park DRI.

E. Pursuant to Section 380.115, Florida Statutes, if a development which has received a DRI development order is located within a Dense Urban Land Area ("DULA"), as defined under Section 380.06(29), Florida Statutes, and, therefore, is exempt from further DRI review, then pursuant to Section 380.115, Florida Statutes, "[i]f requested by the developer or

landowner, the development-of-regional-impact development order *shall be* rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in s. 380.031(6), provided such permit or authorization is subject to enforcement through administrative or judicial remedies." (Emphasis added).

F. A Request for Rescission of the New Century Park DRI Development Order (the "Request") dated June 18, 2015, was submitted to the City on behalf of Crescent Florida, which stated that no development has occurred within the New Century Park DRI and, therefore, no mitigation measures were required by the New Century Park DRI Development Order.

G. Based on the information contained in the Request, the City has independently verified that no development has occurred within the New Century Park DRI as of the date of this Order.

NOW THEREFORE, based on the information presented herein, the City hereby rescinds the New Century Park DRI Development Order and acknowledges that the terms "New Century Park Development of Regional Impact" or "New Century Park DRI" as used in any applicable approval, agreement, development order, document or permit shall hereafter mean and refer to the New Century Park Property.

City of Lake Mary, Florida

By: _____
David J. Meador, Mayor

Date: _____

ATTEST:

City Clerk
Print Name: _____
Date: _____, 2015

City Attorney
Print Name
Date: _____, 2015

CERTIFICATE OF SERVICE

A certified copy of this Order Approving Rescission of the New Century Park DRI Development Order has been sent by U.S. Mail to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, MSC 160, Tallahassee, FL 32399 and to the East Central Florida Regional Planning Council at 309 Cranes Roost Boulevard, Suite 2000, Altamonte Springs, FL 32701 this ___ day of _____, 2015.

Exhibit "A"

Legal Description of Property

LOT 2, SIEMENS STROMBERG-CARLSON, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGES 55 THROUGH 56A, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

LESS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, AS SHOWN ON THE PLAT OF SIEMENS STROMBERG-CARLSON AS RECORDED IN PLAT BOOK 48, PAGE 55, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN SOUTH 89 DEGREES 43 MINUTES 34 SECONDS WEST 60.00 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF THE NORTHWEST ¼ AS SHOWN ON SAID PLAT; THENCE SOUTH 00 DEGREES 16 MINUTES 26 SECONDS EAST 175.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 34 SECONDS WEST 80.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 26 SECONDS EAST 125.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 34 SECONDS WEST 220.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 26 SECONDS WEST 360.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1100.00 FEET AND A CENTRAL ANGLE OF 12 DEGREES 54 MINUTES 31 SECONDS; THENCE FROM A TANGENT BEARING OF SOUTH 77 DEGREES 03 MINUTES 54 SECONDS EAST, RUN EASTERLY 247.83 FEET ALONG THE ARC OF SAID CURVE TO THE END OF SAID CURVE; THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS EAST 114.46 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 51 SECONDS EAST 31.29 FEET TO THE POINT OF BEGINNING.

LESS:

A PORTION OF LAND LYING IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING ADDITIONAL ROAD RIGHT OF WAY.

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, RUN NORTH, ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 6, A DISTANCE OF 1323.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SECTION 6; THENCE RUN N 89 DEGREES 36'53" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6, A DISTANCE OF 1271.43 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6 AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE RUN S 00 DEGREES 24'32" EAST, ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6 A DISTANCE OF 38.00 FEET; THENCE LEAVING SAID EAST LINE

RUN N 79 DEGREES 21'40" WEST, 203.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 6; THENCE RUN N 89 DEGREES 53'29" EAST, ALONG SAID NORTH LINE 200.00 FEET TO THE POINT OF BEGINNING.

LESS:

A PORTION OF LOT 2, SIEMENS STROMBERG-CARLSON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGES 55, 56 AND 56A OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, SIEMENS STROMBERG-CARLSON, AS RECORDED IN PLAT BOOK 48, PAGES 55, 56 AND 56A OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N 89 DEGREES 51'10" E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 120.83 FEET; THENCE DEPARTING SAID SOUTH LINE OF LOT 1, RUN N 00 DEGREES 08'14" W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 341.77 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF LOT 1, RUN N 89 DEGREES 51'46" E A DISTANCE OF 6.00 FEET; THENCE RUN N 00 DEGREES 08'14" W A DISTANCE OF 25.00 FEET; THENCE RUN S 89 DEGREES 51'46" W A DISTANCE OF 6.00 FEET TO A POINT ON THE AFORESAID EAST LINE OF LOT 1; THENCE RUN S 00 DEGREES 08'14" E ALONG SAID EAST LINE OF LOT 1 A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

**REQUEST FOR RESCISSION OF NEW CENTURY PARK DRI
DEVELOPMENT ORDER**

THIS REQUEST FOR RESCISSION OF NEW CENTURY PARK DRI DEVELOPMENT ORDER (this "Request") is submitted on behalf of Crescent/Florida, LLC, a Delaware limited liability company ("Crescent Florida"), whose address is 20 N. Orange Avenue, Suite 605, Orlando, FL 32801, by and through its undersigned attorney, Miranda F. Fitzgerald, c/o Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 N. Eola Drive, Orlando, FL 32801.

Factual Background

1. Crescent Florida owns that certain real property in the City of Lake Mary, Florida, more particularly described in Exhibit "A" attached hereto and commonly known as the New Century Park Development of Regional Impact (the "New Century Park DRI").

2. Lake Mary Associations, L.P., a Delaware limited partnership ("LMA"), entered into that certain Development Order for the New Century Park DRI with the City of Lake Mary (the "City") on April 7, 1999, which is recorded at Official Records Book 3639, Page 0402, as amended and restated by that certain Amended and Restated Development Order for the New Century Park DRI on March 30, 2000, which is recorded at Official Records Book 3862, Page 0652, as assigned by that certain Assignment of Development Rights ("Assignment") from LMA to Crescent Resources, Inc., a South Carolina Company, on June 7, 2000, which is recorded at Official Records Book 3866, Page 0646 (which Assignment was simultaneously executed with that certain Corrective Special Warranty Deed for the New Century Park DRI from LMA to Crescent Resources, Inc., which is recorded in Official Records Book 3866, Page 0640), and as further amended and restated by that certain Second Amended and Restated Development Order for the New Century Park DRI, on February 16, 2006, which was intended to supersede and replace the prior versions of the New Century Park DRI Development Order, and is recorded at Official Records Book 06129, Page 1125, all in the Public Records of Seminole County, Florida.

3. Crescent Resources, LLC, a Georgia limited liability company, successor by conversion to Crescent Resources of Georgia, Inc., a Georgia corporation, successor by merger to Crescent Resources, Inc., conveyed the New Century Park DRI to Crescent Florida by virtue of that certain General Warranty Deed on June 9, 2010, which is recorded at Official Records Book 07395, Page 0846, in the Public Records of Seminole County, Florida.

4. The New Century Park DRI Development Order set forth the mitigation requirements for the development of the New Century Park DRI.

5. Pursuant to Section 380.115, Florida Statutes, if a development which has received a DRI development order is located within a Dense Urban Land Area ("DULA"), as defined under Section 380.06(29), Florida Statutes, and, therefore, is exempt from further DRI review, then pursuant to Section 380.115, Florida Statutes, "[i]f requested by the developer or landowner, the development-of-regional-impact development order *shall be* rescinded by the

local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed or will be completed under an existing permit or equivalent authorization issued by a governmental agency as defined in s. 380.031(6), provided such permit or authorization is subject to enforcement through administrative or judicial remedies.” (Emphasis added).

6. Portions of the property included in the New Century Park DRI have been contaminated by subsurface discharges from industrial operations on an adjoining property that have been the subject of remediation and monitoring as directed by the Florida Department of Environmental Protection for a number of years.

7. Partly as a consequence of the ongoing environmental remediation and partly as a consequence of general economic conditions over the past several years, no development has occurred within the New Century Park DRI.

Request for Rescission

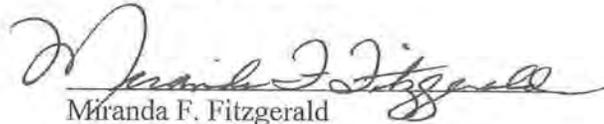
1. Factual Background Incorporated. The facts set forth in the Factual Background above are true and correct and are hereby incorporated into this Request by this reference.

2. New Century Park DRI Rescission. Based on the information presented herein, Crescent Florida hereby requests rescission of the New Century Park DRI Development Order.

3. Proposed Order Approving DRI Rescission. Included separately is a proposed Order Approving Rescission of New Century Park DRI Development Order that the City may wish to use once it has confirmed that no development requiring mitigation under the New Century Park DRI Development Order has occurred.

DATED: June 18, 2015

Respectfully submitted,



Miranda F. Fitzgerald

Lowndes, Drosdick Doster, Kantor &
Reed, P.A.

215 N. Eola Drive, Orlando, FL 32801
(407) 843-4600

As Attorney for:

CRESCENT FLORIDA, LLC, a

Delaware limited liability company, qualified to
do business in the State of Florida

Exhibit "A"

Legal Description of Property

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LESS:

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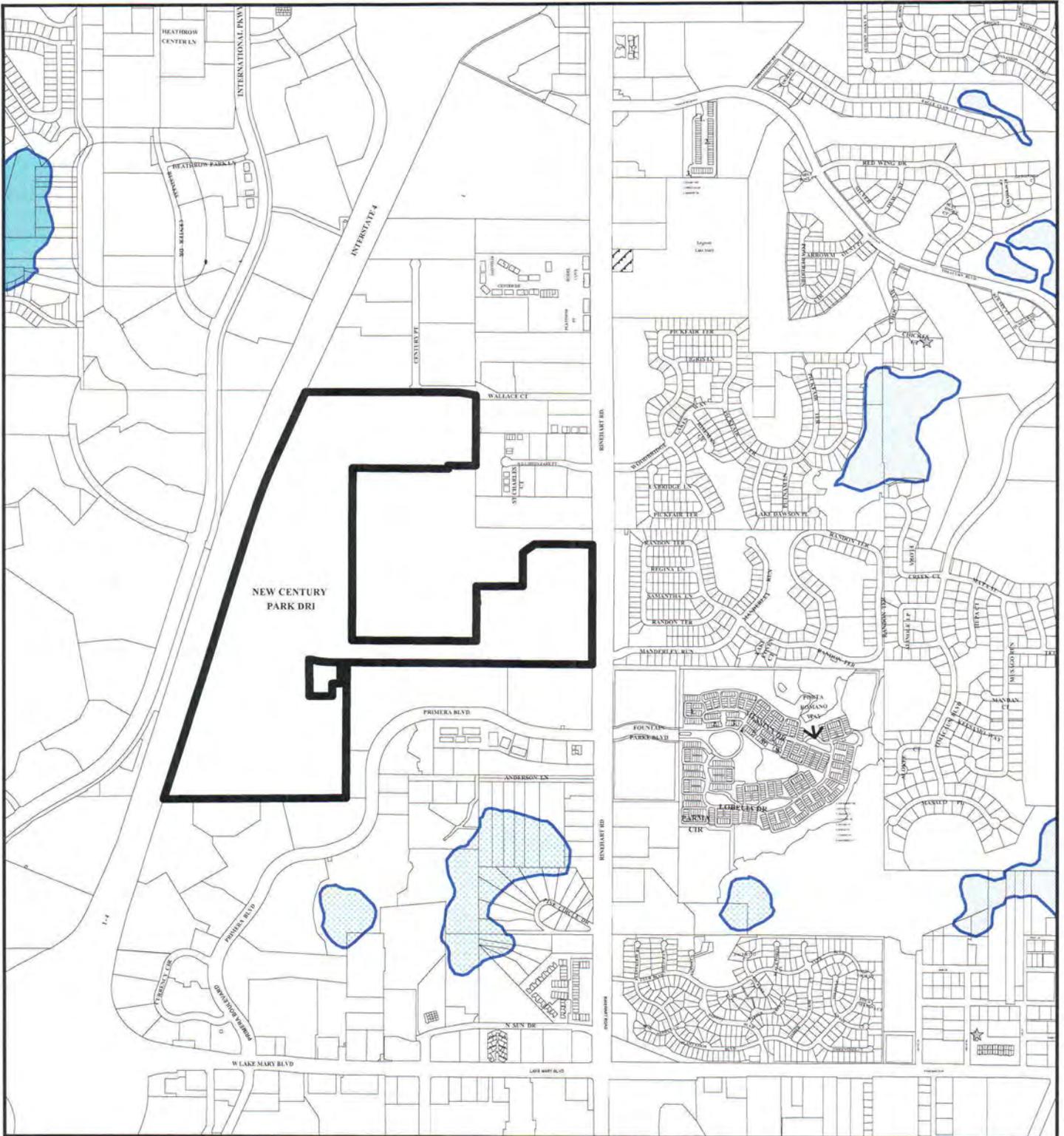
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LOCATION MAP

New Century Park DRI



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B. 2015-NOPC -01: Recommendation to the City Commission regarding a rescission of the New Century Park Development of Regional Impact (DRI), E. of I-4, W. of Rinehart Road, S. of C.R. 46A and N. of Lake Mary Boulevard, Lake Mary, Florida; Applicant: Miranda Fitzgerald, Esquire (Public Hearing)

Stephen Noto, Deputy City Planner, presented Item B. and the related Memorandum (Staff Report). The Location Map attached to the Staff Report was on the overhead projector. He said, the New Century Park DRI, which has been around since 1999, is outlined in black on the overhead map, generally on the west side of Rinehart Road, and is about 138 acres. It is probably the most unique DRI located within the City in that it is not fully vested. What I mean by that is, if you use Colonial Center Heathrow as a similar example, which is on the west side of I-4, they have a number of trips that are vested, office square footages, retail, residential, things of that nature. This DRI has the square footages, but it doesn't have the trips that go along with that. That was always a unique characteristic of this DRI. The trips were going to be done through concurrency on a lot-by-lot basis, which isn't the usual way to go about doing it, but, nevertheless, it's still vacant.

Mr. Noto stated, what the Applicant is looking to do is to rescind the DRI. Basically, hit the reset button and remove all the developer's agreements. You can see this has been in the books for a number of years. There have been a couple of amendments, but with no development having taken place, no mitigation was ever really needed for what was outlined in the DRI. There is just a proportion to share agreement that they entered into with the Florida Department of Transportation (FDOT) that had to do with the ultimate build out of I-4. That was taken care of. This is, essentially, one of those things in the statutes that is a newer law that says if an applicant of a DRI wants to rescind it, you have to do it. This one is really easy because it's vacant. We can start fresh with a new development program whenever the Applicant looks to develop and take care of it at that point.

Mr. Noto concluded his presentation by saying, this item will tentatively move forward to City Commission meeting of September 3, 2015, and staff finds that the proposed rescission of the DRI for New Century Park complies with all relevant portions of Section 380.115, F. S., and does not negatively impact the City of Lake Mary.

Chairman Hawkins asked, what would happen if there was some development? Would it have to be carved out, or.....

Mr. Noto answered, we did a rescission for the North Point DRI recently. There was a separate developers agreement that was done for that to kind of take into

DRAFT

1 account some past, present, and future conditions that needed to be taken care
2 of. So, if that was the case here, we likely would have done a developer's
3 agreement. We reviewed all of the legal language for all of the amendments and
4 things and we did not find anything that we needed to carry forward.

5
6 Juan (John) A. Omana, Jr., Community Development Director, said, just as a
7 matter of record, I was the Project Manager for the New Century Park DRI back
8 in 1999 and I concur with Mr. Noto's findings as well.

9
10 Chairman Hawkins requested the Applicant come forward and address the
11 Board.

12
13 Miranda Fitzgerald, Esquire, with the law firm of Lowndes, Drosdick, Doster,
14 Kantor & Reed, P.A., 215 N. Eola Drive, Orlando, Florida 32801, came forward
15 and addressed the Board in favor of the proposed rescission. She stated, I have
16 been doing development work in Lake Mary for about 30 years, and this is one of
17 the DRIs as was NorthPoint that we rescinded not too long ago. For years, my
18 practice was doing DRIs and now a lot of it is mostly undoing them. I just wanted
19 to tell you why that is and what happened in the Legislature prior to 2011. They
20 broadened it in 2011 because DRIs have been whittled away over time by the
21 Legislature where they would keep expanding the thresholds of what it would
22 take to be a DRI. For example, in some cases, they completely eliminated hotels
23 and industrial projects from the DRI criteria. So, as the criteria got whittled down,
24 I think the sentiment was, well, why should we have these really rigorous
25 requirements for a certain level of projects to go through but just have others go
26 through the normal, local process. As a matter of fact, in this last legislative
27 session -- this didn't get a lot of press, but big news in my world -- they
28 completely have eliminated the ability for new projects to do DRIs anywhere in
29 Florida. So, in 2011, the only projects that could undo their DRIs through a
30 rescission was if you were in what's known today as a Dense Urban Land Area
31 (DULA). Most of the cities (400+) in the State of Florida are DULAs. So, that
32 dense urban land designation is what allows DRIs in the City of Lake Mary to be
33 rescinded. New legislation prohibits DRIs from being initiated. So, if you have
34 an old DRI, if you want to, you would still have to go through the processes and
35 through the statute and all of that, but they do have the capability, if you are in
36 these denser land areas, to rescind if you have done all your mitigation that's
37 required. In this case, the only mitigation that was required was the proportion
38 share agreement with FDOT for retention ponds and that was done a number of
39 years ago. So, we will be coming back. We don't know yet what the
40 development program will be, but we will see you then. As Steve said, hit the
41 reset button and start over. I would appreciate your recommendation of
42 approval.

DRAFT

1 Chairman Hawkins opened the hearing to public comment. Hearing none, he
2 closed that portion and entertained board discussion and/or a motion.
3

4 **MOTION:**
5

6 **Member York moved to recommend approval to the City Commission the**
7 **request by Miranda Fitzgerald, Esquire, regarding a rescission of the New**
8 **Century Park Development of Regional Impact (DRI), E. of I-4, W. of Rinehart**
9 **Road, S. of C.R. 46A and N. of Lake Mary Boulevard, Lake Mary, Florida,**
10 **consistent with staff's Findings of Fact listed in the Staff Report. Member**
11 **Aycoth seconded the motion, which carried unanimously 5-0.**
12

13 Mr. Omana announced this item will move forward to the 9/3/15 City Commission
14 meeting.
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QUASI-JUDICIAL SIGN-IN SHEET
7/28, 2015
PLANNING AND ZONING BOARD MEETING
(please print)

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Address _____

Item of Interest _____

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Item of Interest _____



MEMORANDUM

DATE: September 3, 2015

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1528 - Amending Police Pension - First Reading (Public Hearing) (Dianne Holloway, Finance Director)

DISCUSSION:

Proposed amendments to the City of Lake Mary Police and Firefighters' Retirement Systems require change by ordinance. Please find attached memos from Christiansen & Dehner, P.A., and the pension attorney for both plans, outlining proposed changes to each plan.

The most significant change is the establishment of a Defined Contribution component of each retirement plan, also known as a Share Plan. With the recent adoption by the Florida Legislation of Chapter 2015-39, Laws of Florida, the share plan must be established by October 1, 2015 and will provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be funded solely and entirely by premium tax monies. The Share Plan benefits are additional to the benefits currently provided by the defined benefit component. Individual Member share accounts shall be established as of September 30, 2015, for all members actively employed as of October 1, 2014. Funds will be allocated to eligible members on each valuation date based on an individual's total years of Credited Service to the sum of all individuals to whom allocations are being made. Members of both plans were polled by the employee trustees of each plan. A majority was obtained by each plan agreeing to the Share Plan allocation method.

Additional proposed changes to the police and firefighter retirement systems include Internal Revenue Code and its Regulations, as well as guidance from the Internal Revenue Service (IRS).

RECOMMENDATION:

The City Commission adopt Ordinance No. 1528 amending the City of Lake Mary Police Retirement System.

ORDINANCE NO. 1528

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA FURTHER AMENDING THE CITY OF LAKE MARY POLICE OFFICERS' RETIREMENT SYSTEM, ADOPTED PURSUANT TO ORDINANCE NO. 1002, AS SUBSEQUENTLY AMENDED, BY AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 15, MAXIMUM PENSION; AMENDING SECTION 16, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 27, PRIOR POLICE SERVICE; AMENDING SECTION 28, DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 30, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That the City of Lake Mary Police Officers' Retirement System, adopted pursuant to Ordinance No. 1002, as subsequently amended, is hereby further amended by amending Section 1, Definitions, to amend the definitions of "Actuarial Equivalent", "Credited Service" and "Spouse", to read as follows:

* * * * *

Actuarial Equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Mortality Table Unisex, with disabled lives set forward five (5) years and an interest rate of seven and one-half percent (7-1/2%) per annum. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the plan's actuary, such that actuarial assumptions are not subject to City discretion.

* * * * *

Credited Service means the total number of years and fractional parts of years of service as a Police Officer with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not employed by the City as a Police Officer. A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the Police Department pending the possibility of being

reemployed as a Police Officer, without losing credit for the time that he was a Member of the System. If a vested Member leaves the employ of the Police Department, his Accumulated Contributions will be returned only upon his written request. If a Member who is not vested is not reemployed as a Police Officer with the Police Department within five (5) years, his Accumulated Contributions, if one-thousand dollars (\$1,000.00) or less, shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars (\$1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any reemployment, a Police Officer shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his Accumulated Contributions from the Fund, unless the Police Officer repays into the Fund the contributions he has withdrawn, with interest, as determined by the Board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a Member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a Police Officer with the City to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

- A. The member is entitled to reemployment under the provisions of USERRA.
- B. The Member returns to his employment as a Police Officer within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.
- C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.
- D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum

standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment.

* * * * *

Spouse means the ~~lawful wife or husband of a Member or Retiree~~ Member's or Retiree's spouse under applicable law at the time benefits become payable.

* * * * *

SECTION 2: That the City of Lake Mary Police Officers' Retirement System, adopted pursuant to Ordinance No. 1002, as subsequently amended, is hereby further amended by amending Section 4, Finances and Fund Management, subsection 6.B., to read as follows:

* * * * *

- B. All monies paid into or held in the Fund shall be invested and reinvested by the Board and the investment of all or any part of such funds shall be limited to:
 - (1) Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the Members in the Fund shall be entitled under the

provisions of this System and pay the initial and subsequent premium thereon.

- (2) Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund or a savings/building and loan association insured by the Savings Association Insurance Fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund.
- (3) Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States.
- (4) Bonds issued by the State of Israel.
- (5) Stocks, commingled funds, and bonds or other evidences of indebtedness, provided that:
 - (a) Except as provided in subparagraph (b), all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
 - (b) Up to twenty-five percent (25%) of the assets of the Fund at market value may be invested in foreign securities.
 - (c) The Board shall not invest more than five percent (5%) of its assets in the common stock, capital stock, or convertible securities (including synthetics) of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent (5%) of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital

stock and convertible securities (including synthetics) at market exceed seventy percent (70%) of the assets of the Fund.

- (6) Real estate, provided the Board shall not invest more than fifteen percent (15%) at cost in real property or real estate.
- (7) Mutual funds and exchange traded funds (ETFs).
- (8) Master limited partnerships (MLPs).

The Board may, upon recommendation by the Board's investment consultant, make investments in the above permitted asset classes utilizing group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, ~~and Revenue Ruling 2011-1~~, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or a separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or Plan.

- (a) Any collective or common group trust to which assets of the fund are transferred pursuant to the above paragraph shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

(b) The separate account maintained by the group trust for the plan pursuant to the above paragraph shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

* * * * *

SECTION 3: That the City of Lake Mary Police Officers' Retirement System, adopted pursuant to Ordinance No. 1002, as subsequently amended, is hereby further amended by amending Section 6, Benefit Amounts and Eligibility, subsection 1., Normal Retirement Date, to read as follows:

* * * * *

1. Normal Retirement Age and Date.

~~A Member's normal retirement date shall be the first day of the month coincident with or next following the earlier of the attainment of age fifty five (55) and the completion of five (5) years of Credited Service or the completion of twenty (20) years of Credited Service, regardless of age. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date. A Member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of five (5) years of Credited Service or the completion of twenty (20) years of Credited Service, regardless of age. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.~~

A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

* * * * *

SECTION 4: That the City of Lake Mary Police Officers' Retirement System, adopted pursuant to Ordinance No. 1002, as subsequently amended, is hereby further amended by amending Section 8, Disability, subsection 1, Disability Benefits In-Line of Duty, and subsection 3., Disability Benefits Not-in-Line of Duty, to read as follows:

* * * * *

1. Disability Benefits In-Line of Duty.

Any Member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability was directly caused by the performance of his duty as a Police Officer, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to the greater of:

- A. Fifty percent (50%) of the yearly Salary of the Member with no regard to years of Credited Service, or
- B. An amount equal to three and two-tenths percent (3.2%) of the Member's Average Final Compensation multiplied by the total number of years of Credited Service of the Member.

Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

3. Disability Benefits Not-in-Line of Duty.

Any Member with five (5) years or more Credited Service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Police Officer, which disability is not directly caused by the performance of his duties as a Police Officer shall,

upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and two-tenths percent (3.2%) of the Member's Average Final Compensation times the total number of years of Credited Service of the Member. A Member with less than five (5) years of Credited Service will receive a return of his Accumulated Contributions. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

SECTION 5: That the City of Lake Mary Police Officers' Retirement System, adopted pursuant to Ordinance No. 1002, as subsequently amended, is hereby further amended by amending Section 10, Optional Forms of Benefits, subsection 2., to read as follows:

* * * * *

2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1.B. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary Beneficiaries where applicable. A Member may change his Beneficiary at any time. If a Member has elected an option with a joint pensioner and Member's retirement income benefits have commenced, Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a Member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

* * * * *

SECTION 6: That the City of Lake Mary Police Officers' Retirement System, adopted pursuant to Ordinance No. 1002, as subsequently amended, is hereby further amended by amending Section 15, Maximum Pension, subsections 6., 8., 12.B., and by adding subsection 13., to read as follows:

6. Less than Ten (10) Years of Participation or Service.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of ~~Credited Service~~ participation with the City shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of ~~Credited Service~~ participation and the denominator of which is ten (10) of the limit determined without regard to this subsection. The reduction provided by this subsection cannot reduce the maximum benefit below 10%. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

8. Ten Thousand Dollar (\$10,000) Limit; Less Than Ten Years of Service.

Notwithstanding anything in this Section 15, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this subsection 8. of Section 15 if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable limitation year ~~and~~ or for any prior limitation year, and the City has not at any time maintained a qualified defined contribution plan in which the Member participated; provided, however, that if the Member has completed less than ten (10) years of Credited Service with the City, the limit under this subsection 8 of Section 15 shall be a reduced limit equal to ten thousand dollars (\$10,000) multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10).

* * * * *

12. B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement

benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~ 1223, Title 10, U.S. Code.

13. Effect of Direct Rollover on 415(b) Limit.

If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 7: That the City of Lake Mary Police Officers' Retirement System, adopted pursuant to Ordinance No. 1002, as subsequently amended, is hereby further amended by amending Section 16, Minimum Distribution of Benefits, subsection 2.B. (4), to read as follows:

* * * * *

- (4) If the Member's surviving spouse is the Member's sole designated beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this subsection 2.B., other than subsection 2.B.(1), will apply as if the surviving spouse were the Member.

For purposes of this subsection 2.B. ~~and subsection 5.~~, distributions are considered to begin on the Member's required beginning date or, if subsection 2.B.(4) applies, the date of distributions are required to begin to the surviving spouse under subsection 2.B.(1). If annuity payments irrevocably commence to the Member before the Member's required beginning date (or to the Member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection 2.B.(1)), the date distributions are considered to begin is the date distributions actually commence.

* * * * *

SECTION 8: That the City of Lake Mary Police Officers' Retirement System, adopted pursuant to Ordinance No. 1002, as subsequently amended, is hereby further amended by amending Section 27, Prior Police Service, subsection 5., to read as follows:

* * * * *

5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in Section 15, subsection ~~15-B~~ 12.B.

* * * * *

SECTION 9: That the City of Lake Mary Police Officers' Retirement System, adopted pursuant to Ordinance No. 1002, as subsequently amended, is hereby further amended by amending Section 28, Deferred Retirement Option Plan, to read as follows:

SECTION 28. DEFERRED RETIREMENT OPTION PLAN.

1. Definitions.

As used in this Section 28, the following definitions apply:

- A. "DROP" -- The City of Lake Mary Police Officers' Deferred Retirement Option Plan.
- B. "DROP Account" -- The account established for each DROP participant under subsection 3.
- C. "Total Return of the Assets" -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B.(2), for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.

2. Participation.

A. Eligibility to Participate.

In lieu of terminating his employment as a Police Officer, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP.

B. Election to Participate.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the date provided for in the previous sentence. A Member may participate only once.

D. Termination of Participation.

A Member's participation in the DROP shall cease upon his termination of his employment as a Police Officer as provided for in subsection 2.C.

E. Effect of DROP Participation on the System.

(1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the Member's Salary for the purposes of calculating his Average Final Compensation shall include an amount equal to any lump sum payments which would have been paid to the Member and included as Salary as defined herein, had

the Member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member's DROP Account. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Section 29, Reemployment After Retirement.

- (2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. No amounts shall be paid to a Member from the System until he terminates his employment as a Police Officer. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his employment as a Police Officer.

3. Funding.

A. Establishment of DROP Account.

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings on those amounts.

B. Transfers From Retirement System.

- (1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would

have received under the System had he terminated his employment as a Police Officer and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 3.B.(3). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsection 2.C.

- (2) Except as otherwise provided in subsection 3.B.(3), a Member's DROP Account under this subsection 3.B. shall be debited or credited ~~after each fiscal year quarter~~ with earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows: ~~with the "net investment return" realized by the System for that quarter.~~

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the net investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2), brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total Plan assets.

- (3) A Member's DROP Account shall only be credited or debited with earnings and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation plus earnings earned as of that date plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter and prior to distribution. A Member must terminate employment after participating in the DROP for the permissible period of DROP participation.

4. Distribution of DROP Accounts on Termination of Employment.

A. Eligibility for Benefits.

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a Police Officer. Except as provided in subsection 4.E., no amounts shall be paid to a Member from the DROP prior to his termination of employment as a Police Officer.

B. Form of Distribution.

(1) Distribution of a Member's DROP Account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection 4.F. Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine.

(2) If a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

C. Date of Payment of Distribution.

Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment upon completion of forms as required by the Board.

D. Proof of Death and Right of Beneficiary or Other Person.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. Distribution Limitation.

Notwithstanding any other provision of this subsection 4., all distributions from the DROP shall conform to the "Minimum Distribution Of Benefits" provisions as provided for herein.

F. Direct Rollover of Certain Distributions.

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in Section 24.

5. Administration of DROP.

A. Board Administers the DROP.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable

for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. Individual Accounts, Records and Reports.

The Board shall maintain records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account, and the Board shall keep in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare and distribute to Members participating in the DROP and other individuals or file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

C. Establishment of Rules.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual

ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.

D. Limitation of Liability.

(1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

(2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

6. General Provisions.

A. The DROP Is Not a Separate Retirement Plan.

Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this section 28 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

B. Notional Account.

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP Account.

C. No Employer Discretion.

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. IRC Limit.

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

A E. Amendment of DROP.

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

B F. Facility of Payment.

If a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board shall direct that any benefit due him shall be made only to a

duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

€ G. Information.

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.

Ð H. Prevention of Escheat.

If the Board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the Board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Board or the City. If such person has not made written claim therefor within three (3) months of the date of the mailing, the Board may, if it so elects and upon receiving advice from counsel to the System, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the System. Upon such cancellation, the System shall have no further liability therefor except that, in the event such person or his Beneficiary later notifies the Board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

€ I. Written Elections, Notification.

(1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from time to time

the manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

- (2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

F J. Benefits Not Guaranteed.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

G K. Construction.

- (1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
- (2) The titles and headings of the subsections in this Section 28 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

H L. Forfeiture of Retirement Benefits.

Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

I M. Effect of DROP Participation on Employment.

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 10: That the City of Lake Mary Police Officers' Retirement System, adopted pursuant to Ordinance No. 1002, as subsequently amended, is hereby further amended by adding Section 30, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts; to read as follows:

**SECTION 30. SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS;
CHAPTER 185 SHARE ACCOUNTS.**

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this plan, such benefit to be funded solely and entirely by Chapter 185, Florida Statutes, premium tax monies for each plan year which are allocated to this supplemental component as provided for in Section 185.35, Florida Statutes. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members and DROP participants as follows:

1. Individual Member Share Accounts.

The Board shall create individual "Member Share Accounts" for all actively employed plan Members and DROP participants and maintain appropriate books and records showing the respective interest of each Member or DROP participant hereunder. Each Member or DROP participant shall have a Member Share Account for his share of the Chapter 185, Florida Statutes, tax revenues described above, forfeitures and income and expense adjustments relating thereto. The Board shall maintain separate Member Share Accounts,

however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

2. Share Account Funding.

- A. Individual Member Share Accounts shall be established as of September 30, 2015 for all Members and DROP participants who were actively employed as of October 1, 2014. Individual Member Share Accounts shall be credited with an allocation as provided for in the following subsection 3. of any premium tax monies which have been allocated to the share plan for that Plan Year, beginning with the Plan Year ending September 30, 2015.
- B. In addition, any forfeitures as provided in subsection 4., shall be allocated to the individual Member Share Accounts in accordance with the formula set forth in subsection 4.

3. Allocation of Monies to Share Accounts.

A. Allocation of Chapter 185 Contributions.

- (1) Effective as of September 30, 2015, the amount of any premium tax monies allocated to the Share Plan shall be allocated to individual Member Share Accounts as provided for in this subsection. Members retiring on or after October 1, 2014 and prior to September 30, 2015 shall receive an allocation. In addition, all premium tax monies allocated to the Share Plan in any subsequent Plan Year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual Member Share Accounts at the end of each Plan Year on September 30 (a "valuation date").
- (2) On each valuation date, each current actively employed Member of the plan not participating in the DROP, each DROP participant and each Retiree who retires or DROP participant who has terminated DROP participation in the Plan Year ending on the

valuation date (including each disability retiree), or Beneficiary of a deceased Member (not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:

- (3) The total funds subject to allocation on each valuation date shall be allocated to each Member Share Account of those eligible for an allocation in an amount equal to a fraction of the total amount, the numerator of which shall be the individual's total years and fractional parts of years of Credited Service as of the valuation date, and the denominator of which shall be the sum of the total years and fractional parts of years of Credited Service as of the valuation date of all individuals to whom allocations are being made. Beneficiaries shall receive an allocation based on the years of Credited Service of the deceased Member or DROP participant.
- (4) Re-employed Retirees shall be deemed new employees and shall receive an allocation based solely on the Credited Service in the reemployment period.

B. Allocation of Investment Gains and Losses.

On each valuation date, each individual Member Share Account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual Member Share Accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a Member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

C. Allocation of Costs, Fees and Expenses.

On each valuation date, each individual Member Share Account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the Share Plan. These fees shall be allocated to each individual Member Share Account on a proportionate basis taking the costs, fees and expenses of administration of the Share Plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual Member Share Account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the fund as a whole as of the same date.

D. No Right to Allocation.

The fact of allocation or credit of an allocation to a Member's share account by the Board shall not vest in any Member, any right, title, or interest in the assets of the trust or in the Chapter 185, Florida Statutes, tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.

E. Members and DROP participants shall be provided annual statements setting forth their share account balance as of the end of the Plan Year.

4. Forfeitures.

Any Member who has less than five (5) years of Credited Service and who is not otherwise eligible for payment of benefits after termination of employment with the City as provided for in subsection 5. shall forfeit his individual Member Share Account or the non-vested portion thereof. Forfeited amounts shall be redistributed to the other individual Member Share Accounts on each valuation date in an amount determined in accordance with subsection 3.A.

5. Eligibility For Benefits.

Any Member (or his Beneficiary) who terminates employment as a Police Officer with the City or who dies, upon application filed with the Board, shall be entitled to be paid the value of his individual Member Share Account, subject to the following criteria:

A. Retirement Benefit.

(1) A Member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early Retirement pursuant to Section 6, or if the Member enters the DROP, upon termination of employment.

(2) Such payment shall be made as provided in subsection 6.

B. Termination Benefit.

(1) In the event that a Member's employment as a Police Officer is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9.

(2) Such payment shall be made as provided in subsection 6.

C. Disability Benefit.

(1) In the event that a Member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 8, subsection 1. or a not-in-line of duty disability benefit pursuant to Section 8, subsection 3., he shall be entitled to one hundred percent (100%) of the value of his share account.

(2) Such payment shall be made as provided in subsection 6.

D. Death Benefit.

- (1) In the event that a Member or DROP participant dies while actively employed as a Police Officer, one hundred percent (100%) of the value of his Member Share Account shall be paid to his designated Beneficiary as provided in Section 7.

(2) Such payment shall be made as provided in subsection 6.

6. Payment of Benefits.

If a Member or DROP participant terminates employment for any reason or dies and he or his Beneficiary is otherwise entitled to receive the balance in the Member's share account, the Member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection 3. above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.

7. Benefits Not Guaranteed.

All benefits payable under this Section 30 shall be paid only from the assets accounted for in individual Member Share Accounts. Neither the City nor the Board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the Board nor any Trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Member Share Account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the Board subject to the restrictions otherwise applicable to fund investments.

8. Notional Account.

The Member Share Account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member or DROP participant until the Member's or DROP participant's termination from employment. The Member or DROP participant has no control over the investment of the share account.

9. No Employer Discretion.

The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

10. Maximum Additions.

Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the Code pursuant to the provisions of Section 15, subsection 11.

11. IRC Limit.

The share account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

SECTION 11: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Lake Mary.

SECTION 12: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 13: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 14: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this 3rd day of September 2015.

PASSED AND ADOPTED ON SECOND READING, this 17th day of September 2015.

CITY OF LAKE MARY, FLORIDA

DAVID J. MEALOR, MAYOR

ATTEST:

CAROL A. FOSTER, CITY CLERK

Approved as to form:

CATHERINE D. REISCHMANN,
CITY ATTORNEY

Law Offices

Christiansen & Dehner, P.A.

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

August 11, 2015

Ms. Audrey Ross
Lake Mary Police Officers' Retirement System
4360 Northlake Blvd.
Suite 206
Palm Beach Gardens, FL 33410

Re: City of Lake Mary Police Officers' Retirement System - Proposed Ordinance

Dear Audrey:

Enclosed please find a proposed ordinance amending the City of Lake Mary Police Officers' Retirement System. With the recent adoption by the Florida Legislature of Chapter 2015-39, Laws of Florida, and changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS), the following amendments to the pension plan are proposed:

1. Section 1, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
 - a. Actuarial Equivalent - to amend the definition to incorporate the Mortality Table currently being used by the plan's actuary
 - b. Credited Service - to clarify IRC regulations on leave conversions
 - c. Spouse - To clarify the definition in accordance with a recent US Supreme Court ruling
2. Section 4, Finances and Fund Management, is being amended to further incorporate recent IRC requirements with regard to investments in commingled funds.
3. Section 6, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.
4. Section 8, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension who have been terminated by the City due to medical reasons.

5. Section 10, Optional Forms of Benefits, has been amended to amend subsection 2. to clarify that if proof of good health of a joint pensioner who is being replaced is not provided, the actuary will assume that the joint pensioner is deceased for purposes of calculating the revised benefit amount.
6. Section 15, Maximum Pension, has had several subsections amended to comply with IRC changes.
7. Section 16, Minimum Distribution of Benefits, is being amended for a reference clarification in subsection 2.B.(4).
8. Section 27, Prior Police Service, subsection 5., is being amended to correct a reference.
9. Section 28, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to: i) clarify investment returns on DROP accounts, ii) clarify when earnings are calculated and paid, and iii) add several sections clarifying the DROP provisions as required by the IRS.
10. Section 30, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, is a new Section being added to the plan. This Section creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185.

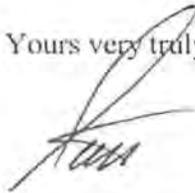
This Share Plan provides for a share account for each member of the plan. The Share Plan is to be funded solely and entirely by Chapter 185 premium tax monies for each plan year that funding is made available to it in accordance with governing Florida Statutes and/or mutual agreement between the City and the plan members. This supplemental benefit, therefore, may or may not be funded.

If the share plan is funded, at retirement, termination (vested), disability or death, there is an additional lump sum benefit paid to the eligible member. Available share plan funding is allocated to the members' accounts based on a formula which provides an allocation based on years of credited service. Each share account receives its proportionate share of the income or loss on the assets in the plan.

Ms. Audrey Ross
August 11, 2015
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By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating the cost, if any, associated with the adoption of this ordinance. If you have any questions with regard to this ordinance, please feel free to give me a call.

Yours very truly,

A handwritten signature in black ink, appearing to read "Scott R. Christiansen", written in a cursive style.

Scott R. Christiansen

SRC/dm
enclosure

cc: Patrick Donlan, with enclosure



MEMORANDUM

DATE: September 3, 2015

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1529 - Amending Fire Pension - First Reading (Public Hearing) (Dianne Holloway, Finance Director)

DISCUSSION:

Proposed amendments to the City of Lake Mary Police and Firefighters' Retirement Systems require change by ordinance. Please find attached memos from Christiansen & Dehner, P.A., and the pension attorney for both plans, outlining proposed changes to each plan.

The most significant change is the establishment of a Defined Contribution component of each retirement plan, also known as a Share Plan. With the recent adoption by the Florida Legislation of Chapter 2015-39, Laws of Florida, the share plan must be established by October 1, 2015 and will provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be funded solely and entirely by premium tax monies. The Share Plan benefits are additional to the benefits currently provided by the defined benefit component. Individual Member share accounts shall be established as of September 30, 2015, for all members actively employed as of October 1, 2014. Funds will be allocated to eligible members on each valuation date based on an individual's total years of Credited Service to the sum of all individuals to whom allocations are being made. Members of both plans were polled by the employee trustees of each plan. A majority was obtained by each plan agreeing to the Share Plan allocation method.

Additional proposed changes to the police and firefighter retirement systems include Internal Revenue Code and its Regulations, as well as guidance from the Internal Revenue Service (IRS).

RECOMMENDATION:

The City Commission adopt Ordinance No. 1529 amending the City of Lake Mary Firefighters' Retirement System.

ORDINANCE NO. 1529

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, FURTHER AMENDING THE CITY OF LAKE MARY FIREFIGHTERS' RETIREMENT SYSTEM, RESTATED PURSUANT TO ORDINANCE 1209, AS SUBSEQUENTLY AMENDED; BY AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 15, MAXIMUM PENSION; AMENDING SECTION 27, PRIOR FIRE SERVICE; AMENDING SECTION 28, DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 30, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That the City of Lake Mary Firefighters' Retirement System, adopted pursuant to Ordinance No. 1209, as subsequently amended, is hereby further amended by amending Section 1., Definitions, to amend the definitions of "Actuarial Equivalent", "Credited Service", "Firefighter", and "Spouse", to read as follows:

* * * * *

Actuarial Equivalent means a benefit or amount of equal value, based upon the RP2000 ~~Generational~~ Combined Healthy Mortality Table for males and females, with disabled lives set forward five (5) years, and an interest rate of seven and ~~nine~~ six-tenths percent (~~7.9~~ 7.6%) per annum. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the plan's actuary such that actuarial assumptions are not subject to City discretion.

* * * * *

Credited Service means the total number of years and fractional parts of years of service as a Firefighter or Volunteer Firefighter with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not employed by the City as a Firefighter or Volunteer Firefighter. A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the Fire

Department pending the possibility of being reemployed as a Firefighter or Volunteer Firefighter, without losing credit for the time that he was a Member of the System. If a vested Member leaves the employ of the Fire Department, his Accumulated Contributions will be returned only upon his written request. If a Member who is not vested is not reemployed as a Firefighter or Volunteer Firefighter with the Fire Department within five (5) years, his Accumulated Contributions, if one-thousand dollars (\$1,000.00) or less, shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars (\$1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any reemployment, a Firefighter or Volunteer Firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his Accumulated Contributions from the Fund, unless the Firefighter or Volunteer Firefighter repays into the Fund the contributions he has withdrawn, with interest, as determined by the Board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a Member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a Firefighter or Volunteer Firefighter with the City to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

- A. The Member is entitled to reemployment under the provisions of USERRA.
- B. The Member returns to his employment as a Firefighter or Volunteer Firefighter within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.

- C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.
- D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment.

* * * * *

Firefighter means an actively employed full-time person employed by the City, including his initial probationary employment period, who is certified as a Firefighter as a condition of employment in accordance with the provisions of §633.35 408, Florida Statutes, and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

* * * * *

Spouse means the ~~lawful wife or husband of a Member or Retiree~~ Member's or Retiree's spouse under applicable law at the time benefits become payable.

* * * * *

SECTION 2: That the City of Lake Mary Firefighters' Retirement System, adopted pursuant to Ordinance No. 1209, as subsequently amended, is hereby further amended by amending Section 4., Finances and Fund Management, subsection 6.B., to read as follows:

* * * * *

- B. All monies paid into or held in the Fund shall be invested and reinvested by the Board and the investment of all or any part of such funds shall be limited to:
- (1) Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the Members in the Fund shall be entitled under the provisions of this System and pay the initial and subsequent premium thereon.
 - (2) Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund or a savings/building and loan association insured by the Savings Association Insurance Fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund.
 - (3) Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States.
 - (4) Bonds issued by the State of Israel.
 - (5) Stocks, commingled funds, and bonds or other evidences of indebtedness, provided that:

- (a) Except as provided in subparagraph (b), all individually held securities and all securities in a commingled or mutual fund must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
 - (b) Up to twenty-five percent (25%) of the assets of the Fund at market value may be invested in foreign securities.
 - (c) The Board shall not invest more than five percent (5%) of its assets in the common stock, capital stock, or convertible securities (including synthetics) of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent (5%) of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities (including synthetics) at market exceed seventy percent (70%) of the assets of the Fund.
- (6) Real estate, provided the Board shall not invest more than fifteen percent (15%) at cost in real property or real estate.
 - (7) Mutual funds and exchange traded funds (ETFs).
 - (8) Master limited partnerships (MLPs).

The Board may, upon recommendation by the Board's investment consultant, make investments in the above permitted asset classes utilizing group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, ~~and~~ Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the

commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or a separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or Plan.

- (a) Any collective or common group trust to which assets of the fund are transferred pursuant to the above paragraph shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.
- (b) The separate account maintained by the group trust for the plan pursuant to the above paragraph shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.
- (c) For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

* * * * *

SECTION 3: That the City of Lake Mary Firefighters' Retirement System, adopted pursuant to Ordinance No. 1209, as subsequently amended, is hereby further amended by amending Section 6., Benefit Amounts and Eligibility, subsection 1., Normal Retirement Date, to read as follows:

* * * * *

1. Normal Retirement Age and Date.

~~A Member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty-five (55) and the completion of five (5) years of Credited Service or the first of the month coincident with or next following the completion of twenty (20) years of Credited Service, regardless of age. A Member may retire on his normal retirement date or on the first day of any month thereafter, and each Member shall become one hundred percent (100%) vested in his accrued benefit on the Member's normal retirement date. Normal retirement under the System is Retirement from employment with the City on or after the normal retirement date.~~ A Member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of five (5) years of Credited Service, or the completion of twenty (20) years of Credited Service, regardless of age. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age.

* * * * *

SECTION 4: That the City of Lake Mary Firefighters' Retirement System, adopted pursuant to Ordinance No. 1209, as subsequently amended, is hereby further amended by amending Section 8., Disability, subsection 1., Disability Benefits In-Line of Duty, and subsection 3., Disability Benefits Not-in-Line of Duty, to read as follows:

* * * * *

1. Disability Benefits In-Line of Duty.

Any Member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter or Volunteer Firefighter, which disability was

directly caused by the performance of his duty as a Firefighter or Volunteer Firefighter, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and two-tenths percent (3.2%) of his Average Final Compensation multiplied by the total years of Credited Service, but in any event the minimum amount paid to the Firefighter or Volunteer Firefighter shall be fifty percent (50%) of the Firefighters' or Volunteer Firefighters' current monthly salary at the time of disability.

Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the City for medical reasons may apply for a disability within thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

3. Disability Benefits Not-in-Line of Duty.

Any Member with five (5) years or more Credited Service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter or Volunteer Firefighter, which disability is not directly caused by the performance of his duties as a Firefighter or Volunteer Firefighter shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension equal to three and two-tenths percent (3.2%) of his Average Final Compensation multiplied by the total years of Credited Service, but in any event, the minimum amount paid to the Firefighter or Volunteer Firefighter shall be twenty-five percent (25%) of the Firefighter's or Volunteer Firefighter's current monthly salary at the time of the disability.

Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the City for medical reasons may apply for a disability within~~

~~thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above.

* * * * *

SECTION 5: That the City of Lake Mary Firefighters' Retirement System, adopted pursuant to Ordinance No. 1209, as subsequently amended, is hereby further amended by amending Section 10, Optional Forms of Benefits, subsection 2., to read as follows:

* * * * *

2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1.B. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary Beneficiaries where applicable. A Member may change his Beneficiary at any time. If a Member has elected an option with a joint pensioner and Member's retirement income benefits have commenced, Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a Member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

* * * * *

SECTION 6: That the City of Lake Mary Firefighters' Retirement System, adopted pursuant to Ordinance No. 1209, as subsequently amended, is hereby further amended by amending Section 15., Maximum Pension, subsections 6., 8., 12.B., and by adding subsection 13., to read as follows:

* * * * *

6. Less than Ten (10) Years of Participation ~~or Service~~.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of ~~Credited Service~~ participation with the City shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of ~~Credited Service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8., or pre-retirement death benefits paid pursuant to Section 7.

* * * * *

8. Ten Thousand Dollar (\$10,000) Limit; Less Than Ten Years of Service.

Notwithstanding anything in this Section 15, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this subsection 8. of Section 15 if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable limitation year ~~and~~ or for any prior limitation year, and the City has not at any time maintained a qualified defined contribution plan in which the Member participated; provided, however, that if the Member has completed less than ten (10) years of Credited Service with the City, the limit under this subsection 8. of Section 15 shall be a reduced limit equal to ten thousand dollars (\$10,000) multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10).

* * * * *

12. B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social

security benefits or federal benefits under Chapter ~~67~~ 1223, Title 10, U.S. Code.

13. Effect of Direct Rollover on 415(b) Limit.

If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 7: That the City of Lake Mary Firefighters' Retirement System, adopted pursuant to Ordinance No. 1209, as subsequently amended, is hereby further amended by amending Section 27., Prior Fire Service, subsection 5., to read as follows:

* * * * *

5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in Section 15, subsection ~~44.B~~ 12.B.

* * * * *

SECTION 8: That the City of Lake Mary Firefighters' Retirement System, adopted pursuant to Ordinance No. 1209, as subsequently amended, is hereby further amended by amending Section 28., Deferred Retirement Option Plan, to read as follows:

SECTION 28. DEFERRED RETIREMENT OPTION PLAN.

1. Definitions.

As used in this Section 28, the following definitions apply:

- A. "DROP" -- The City of Lake Mary Firefighters' Deferred Retirement Option Plan.
- B. "DROP Account" -- The account established for each DROP participant under subsection 3.

C. "Total Return of the Assets" -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B.(2), for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.

2. Participation.

A. Eligibility to Participate.

In lieu of terminating his employment as a Firefighter, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP.

B. Election to Participate.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. Period of Participation.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the date provided for in the previous sentence. A Member may participate only once.

D. Termination of Participation.

A Member's participation in the DROP shall cease upon his termination of his employment as a Firefighter as provided for in subsection 2.C.

E. Effect of DROP Participation on the System.

- (1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the Member's Salary for the purposes of calculating his Average Final Compensation shall include an amount equal to any lump sum payments which would have been paid to the Member and included as Salary as defined herein, had the Member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member's DROP Account. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any supplemental benefit payable to DROP participants and any additional benefits provided under any cost-of-living adjustment in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Section 29, Reemployment After Retirement.
- (2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. No amounts shall be paid to a Member from the System until he terminates his employment as a Firefighter. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his employment as a Firefighter.

3. Funding.

A. Establishment of DROP Account.

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings on those amounts.

B. Transfers From Retirement System.

(1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would have received under the System had he terminated his employment as a Firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 3.B.(3). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsection 2.C.

(2) Except as otherwise provided in subsection 3.B.(3), a Member's DROP Account under this subsection 3.B. shall be debited or credited ~~after each fiscal year quarter~~ with earnings, to be credited or debited to the Member's DROP Account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date, determined as follows: ~~with the "net investment return" realized by the System for that quarter.~~

The average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the net investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the

Board net of brokerage commissions, transaction costs and management fees.

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2), brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total Plan assets.

- (3) A Member's DROP Account shall only be credited or debited with earnings and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation plus earnings earned as of that date plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter and prior to distribution. A Member must terminate employment after participating in the DROP for the permissible period of DROP participation.

4. Distribution of DROP Accounts on Termination of Employment.

A. Eligibility for Benefits.

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a Firefighter. Except as provided in subsection 4.E., no

amounts shall be paid to a Member from the DROP prior to his termination of employment as a Firefighter.

B. Form of Distribution.

(1) Distribution of a Member's DROP Account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection 4.F. Elections under this paragraph shall be in writing and shall be made in such time or manner as the Board shall determine.

(2) If a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

C. Date of Payment of Distribution.

Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment upon completion of forms as required by the Board.

D. Proof of Death and Right of Beneficiary or Other Person.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. Distribution Limitation.

Notwithstanding any other provision of this subsection 4., all distributions from the DROP shall conform to the "Minimum Distribution Of Benefits" provisions as provided for herein.

F. Direct Rollover of Certain Distributions.

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in Section 24.

5. Administration of DROP.

A. Board Administers the DROP.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. Individual Accounts, Records and Reports.

The Board shall maintain records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account, and the Board shall keep in convenient form such data as may be necessary for the valuation of the assets and

liabilities of the DROP. The Board shall prepare and distribute to Members participating in the DROP and other individuals or file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

C. Establishment of Rules.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.

D. Limitation of Liability.

- (1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.
- (2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel,

and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

6. General Provisions.

A. The DROP Is Not a Separate Retirement Plan.

Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this Section 28 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

B. Notional Account.

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP Account.

C. No Employer Discretion.

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. IRC Limit.

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

A E. Amendment of DROP.

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate,

to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

B F. Facility of Payment.

If a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board shall direct that any benefit due him shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

C G. Information.

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.

D H. Prevention of Escheat.

If the Board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the Board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Board or the City. If such person has not made written claim therefor within three (3) months of the date of the mailing, the Board may, if it so elects and upon receiving advice from counsel to the System, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the System. Upon such cancellation, the System shall have no further liability therefor except that,

in the event such person or his Beneficiary later notifies the Board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

¶ 1. Written Elections, Notification.

- (1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from time to time the manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.
- (2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

F J. Benefits Not Guaranteed.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

G K. Construction.

- (1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.
- (2) The titles and headings of the subsections in this Section 28 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

H L. Forfeiture of Retirement Benefits.

Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

† M. Effect of DROP Participation on Employment.

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 9: That the City of Lake Mary Firefighters' Retirement System, adopted pursuant to Ordinance No. 1209, as subsequently amended, is hereby further amended by adding Section 30, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts, to read as follows:

**SECTION 30. SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS;
CHAPTER 175 SHARE ACCOUNTS.**

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition

to the benefits provided for in the previous Sections of this plan, such benefit to be funded solely and entirely by Chapter 175, Florida Statutes, premium tax monies for each plan year which are allocated to this supplemental component as provided for in Section 175.351, Florida Statutes. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members and DROP participants as follows:

1. Individual Member Share Accounts.

The Board shall create individual "Member Share Accounts" for all actively employed plan members and DROP participants and maintain appropriate books and records showing the respective interest of each Member or DROP participant hereunder. Each Member shall have a Member Share Account for his share of the Chapter 175, Florida Statutes, tax revenues described above, forfeitures and income and expense adjustments relating thereto. The Board shall maintain separate Member Share Accounts, however, the maintenance of separate accounts is for accounting purposes only and a segregation of the assets of the trust fund to each account shall not be required or permitted.

2. Share Account Funding.

- A. Individual Member Share Accounts shall be established as of September 30, 2015 for all Members and DROP participants who were actively employed as of October 1, 2014. Individual Member Share Accounts shall be credited with an allocation as provided for in the following subsection 3. of any premium tax monies which have been allocated to the Share Plan for that Plan Year, beginning with the Plan Year ending September 30, 2015.
- B. In addition, any forfeitures as provided in subsection 4., shall be allocated to the individual Member Share Accounts in accordance with the formula set forth in subsection 4.

3. Allocation of Monies to Share Accounts.

A. Allocation of Chapter 175 Contributions.

- (1) Effective as of September 30, 2015, the amount of any premium tax monies allocated to the Share Plan shall be allocated to individual Member Share Accounts as provided for in this subsection. Members retiring on or after October 1, 2014 and prior to September 30, 2015 shall receive an allocation. In addition, all premium tax monies allocated to the Share Plan in any subsequent Plan Year shall also be allocated as provided for in this subsection. Available premium tax monies shall be allocated to individual Member Share Accounts at the end of each Plan Year on September 30 (a "valuation date").
- (2) On each valuation date, each current actively employed Member of the plan not participating in the DROP, each DROP participant and each Retiree who retires or DROP participant who has terminated DROP participation in the Plan Year ending on the valuation date (including each disability retiree), or Beneficiary of a deceased Member (not including terminated vested persons) who is otherwise eligible for an allocation as of the valuation date shall receive a share allocation as follows:
- (3) The total funds subject to allocation on each valuation date shall be allocated to each Member Share Account of those eligible for an allocation in an amount equal to a fraction of the total amount, the numerator of which shall be the individual's total years and fractional parts of years of Credited Service as of the valuation date, and the denominator of which shall be the sum of the total years and fractional parts of years of Credited Service as of the valuation date of all individuals to whom allocations are being made. Beneficiaries shall receive an allocation based on the

years of Credited Service of the deceased Member or DROP participant.

- (4) Re-employed Retirees shall be deemed new employees and shall receive an allocation based solely on the Credited Service in the reemployment period.

B. Allocation of Investment Gains and Losses.

On each valuation date, each individual Member Share Account shall be adjusted to reflect the net earnings or losses resulting from investments during the year. The net earnings or losses allocated to the individual Member Share Accounts shall be the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.

Net earnings or losses are determined as of the last business day of the fiscal year, which is the valuation date, and are debited or credited as of such date.

For purposes of calculating net earnings or losses on a Member's share account pursuant to this subsection, brokerage commissions, transaction costs, and management fees for the immediately preceding fiscal year shall be determined for each year by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these annual contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total plan assets.

C. Allocation of Costs, Fees and Expenses.

On each valuation date, each individual Member Share Account shall be adjusted to allocate its pro rata share of the costs, fees and expenses of administration of the Share Plan. These fees shall be allocated to each

individual Member Share Account on a proportionate basis taking the costs, fees and expenses of administration of the Share Plan as a whole multiplied by a fraction, the numerator of which is the total assets in each individual Member Share Account (after adding the annual investment gain or loss) and the denominator of which is the total assets of the Fund as a whole as of the same date.

D. No Right to Allocation.

The fact of allocation or credit of an allocation to a Member's share account by the Board shall not vest in any Member, any right, title, or interest in the assets of the trust or in the Chapter 175, Florida Statutes, tax revenues except at the time or times, to the extent, and subject to the terms and conditions provided in this Section.

E. Members and DROP participants shall be provided annual statements setting forth their share account balance as of the end of the Plan Year.

4. Forfeitures.

Any Member who has less than five (5) years of Credited Service and who is not otherwise eligible for payment of benefits after termination of employment with the City as provided for in subsection 5. shall forfeit his individual Member Share Account or the non-vested portion thereof. Forfeited amounts shall be redistributed to the other individual Member Share Accounts on each valuation date in an amount determined in accordance with subsection 3.A.

5. Eligibility For Benefits.

Any Member (or his Beneficiary) who terminates employment as a Firefighter with the City or who dies, upon application filed with the Board, shall be entitled to be paid the value of his individual Member Share Account, subject to the following criteria:

A. Retirement Benefit.

(1) A Member shall be entitled to one hundred percent (100%) of the value of his share account upon normal or early Retirement

pursuant to Section 6, or if the Member enters the DROP, upon termination of employment.

(2) Such payment shall be made as provided in subsection 6.

B. Termination Benefit.

(1) In the event that a Member's employment as a Firefighter is terminated by reason other than Retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9.

(2) Such payment shall be made as provided in subsection 6.

C. Disability Benefit.

(1) In the event that a Member is determined to be eligible for either an in-line of duty disability benefit pursuant to Section 8, subsection 1. or a not-in-line of duty disability benefit pursuant to Section 8, subsection 3., he shall be entitled to one hundred percent (100%) of the value of his share account.

(2) Such payment shall be made as provided in subsection 6.

D. Death Benefit.

(1) In the event that a Member or DROP participant dies while actively employed as a Firefighter, one hundred percent (100%) of the value of his Member Share Account shall be paid to his designated Beneficiary as provided in Section 7.

(2) Such payment shall be made as provided in subsection 6.

6. Payment of Benefits.

If a Member or DROP participant terminates employment for any reason or dies and he or his Beneficiary is otherwise entitled to receive the balance in the Member's share account, the Member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection 3. above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable

following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. No optional forms of payments shall be permitted.

7. Benefits Not Guaranteed.

All benefits payable under this Section 30 shall be paid only from the assets accounted for in individual Member Share Accounts. Neither the City nor the Board shall have any duty or liability to furnish any additional funds, securities or other assets to fund share account benefits. Neither the Board nor any Trustee shall be liable for the making, retention, or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Member Share Account balances, except due to his or its own negligence, willful misconduct or lack of good faith. All investments shall be made by the Board subject to the restrictions otherwise applicable to fund investments.

8. Notional Account.

The Member Share Account is a notional account, used only for the purpose of calculation of the share distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member or DROP participant until the Member's or DROP participant's termination from employment. The Member or DROP participant has no control over the investment of the share account.

9. No Employer Discretion.

The share account benefit is determined pursuant to a specific formula which does not involve employer discretion.

10. Maximum Additions.

Notwithstanding any other provision of this Section, annual additions under this Section shall not exceed the limitations of Section 415(c) of the Code pursuant to the provisions of Section 15, subsection 11.

11. IRC limit.

The share account distribution, along with other benefits payable from the System, is subject to limitation under Internal Revenue Code Section 415(b).

SECTION 10: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Lake Mary.

SECTION 11: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 12: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 13: That this Ordinance shall become effective upon adoption.

PASSED ON FIRST READING, this 3rd day of September 2015.

PASSED AND ADOPTED ON SECOND READING, this 17th day of September 2015.

CITY OF LAKE MARY, FLORIDA

DAVID J. MEALOR, MAYOR

ATTEST:

CAROL A. FOSTER, CITY CLERK

Approved as to form:

CATHERINE D. REISCHMANN,
CITY ATTORNEY

Law Offices

Christiansen & Dehner, P.A.

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

August 10, 2015

Ms. Audrey Ross
Lake Mary Firefighters' Retirement System
4360 Northlake Blvd.
Suite 206
Palm Beach Gardens, FL 33410

Re: City of Lake Mary Firefighters' Retirement System - Proposed Ordinance

Dear Audrey:

Enclosed please find a proposed ordinance amending the City of Lake Mary Firefighters' Retirement System. With the recent adoption by the Florida Legislature of Chapter 2015-39, Laws of Florida, and changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS), the following amendments to the pension plan are proposed:

1. Section 1, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
 - a. Actuarial Equivalent - to amend the definition to incorporate the Mortality Table currently being used by the plan's actuary
 - b. Credited Service - to clarify IRC regulations on leave conversions
 - c. Firefighter - to update a reference in Florida Statutes.
 - d. Spouse - To clarify the definition in accordance with a recent US Supreme Court ruling
2. Section 4, Finances and Fund Management, is being amended to further incorporate recent IRC requirements with regard to investments in commingled funds.
3. Section 6, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.
4. Section 8, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension who have been terminated by the City due to medical reasons.

5. Section 10, Optional Forms of Benefits, has been amended to amend subsection 2. to clarify that if proof of good health of a joint pensioner who is being replaced is not provided, the actuary will assume that the joint pensioner is deceased for purposes of calculating the revised benefit amount.
6. Section 15, Maximum Pension, has had several subsections amended to comply with IRC changes.
7. Section 27, Prior Fire Service, subsection 5., is being amended to correct a reference.
8. Section 28, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to: i) clarify investment returns on DROP accounts, ii) clarify when interest and earnings are calculated and paid, and iii) add several sections clarifying the DROP provisions as required by the IRS.
9. Section 30, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts, is a new Section being added to the plan. This Section creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185.

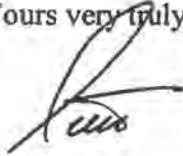
This Share Plan provides for a share account for each member of the plan. The Share Plan is to be funded solely and entirely by Chapter 175 premium tax monies for each plan year that funding is made available to it in accordance with governing Florida Statutes and/or mutual agreement between the City and the plan members. This supplemental benefit, therefore, may or may not be funded.

If the share plan is funded, at retirement, termination (vested), disability or death, there is an additional lump sum benefit paid to the eligible member. Available share plan funding is allocated to the members' accounts based on a formula which provides an allocation based on years of credited service. Each share account receives its proportionate share of the income or loss on the assets in the plan.

Ms. Audrey Ross
August 10, 2015
Page 3

By copy of this letter to the Board's actuary, Gabriel Roeder Smith & Company, I am requesting that they provide you with a letter indicating the cost, if any, associated with the adoption of this ordinance. If you have any questions with regard to this ordinance, please feel free to give me a call.

Yours very truly,

A handwritten signature in black ink, appearing to read "S. Christiansen". The signature is stylized with a large initial "S" and a horizontal line extending to the right.

Scott R. Christiansen

SRC/dm
enclosure

cc: Jeff Amrose, with enclosure



MEMORANDUM

DATE: September 3, 2015

TO: Mayor and City Commission

FROM: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1530 - Proposed FY 2015/2016 Millage Rate - First Reading (Public Hearing) (Jackie Sova, City Manager) and Ordinance No. 1531 - Proposed FY 2015/2016 Budget - First Reading (Public Hearing) (Jackie Sova, City Manager)

Tonight we begin the formal process of adopting the Fiscal Year 2016 budget. To comply with the Truth-in-Millage Section 200.065, Florida Statutes, we must conduct public hearings to discuss the tentative millage rate and proposed budget.

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

1. State that the proposed millage rate of 3.5895 mills is a tax increase of 3.07% from the rolled-back rate of 3.4826 mills.
2. Allow for public comments or questions about the tentative millage rate and proposed budget prior to adoption.
3. Adopt by **separate** vote Ordinance No. 1530 - the tentative millage rate **before** the tentative budget.
4. Adopt by **separate** vote Ordinance No. 1531 – the proposed budget.
5. Close the public hearing.

Discussion: The City Commission held a workshop on July 23, 2015 to discuss the tentative millage and proposed budget for FY 2015/2016. Following the workshop at a regular commission meeting, the tentative millage rate was established. The proposed FY 2015/2016 city-wide budget is balanced at a total of \$33,983,586 and represents:

Establishing the ad valorem millage rate at 3.5895 mills, and the rolled-back (“forward”) rate that is estimated to yield approximately the same tax levy as FY 2015 is 3.4826 mills. The value of a mill in the city is calculated to be \$1,883,440 and ad valorem tax revenues are projected to be some \$6,760,607. The total General Fund budget is \$20,183,942 down 0.83% from the previous fiscal year.

The total Capital Improvement Budget is \$5,818,395 which includes approximately \$1.8 million of carry forward projects. 85% of these dollars are committed to completing Downtown Redevelopment such as the SunRail Enhancements, Signal and Beautification Enhancements at Wilbur Avenue, N. Country Club and Crystal Lake Avenue and the Palmetto Street turn lane and Lake Mary Boulevard Sewer project. Other projects consist of:

- The reviving of the Emma Oaks Trail sidewalk which was put on hold until Duke Energy completed the relocation of utility poles.
- The first phase of Heritage Park.
- Bi-annual street resurfacing
- The design of Central Park Improvements

Also planned is the replacement of high dollar end of life equipment for the Fire Department to include twenty-one Self Contained Breathing Apparatus (SCBA), a critical component of the department’s life and safety equipment and the replacement of hose and appliance items for fire engines that are out of compliance.

As our buildings and facilities are aging, we have close to \$200,000 for costly maintenance items that are not recurring costs such as roof and HVAC replacement.

Other items to note are the projected economic incentives in the amount of \$348,250, the purchase of a fire engine at \$550,000, and the 9.1% increase in healthcare costs. Personnel changes include the elimination of one vacant Code Compliance Inspector position and with the retirement of the City Planner, the Deputy City Planner will be promoted and the deputy position will be eliminated. A new part-time Recreation Assistant will be added to the Parks and Recreation Department and assigned to the Community Center.

The action required by the Commission tonight is to first adopt the millage rate at 3.5895 mills, the rolled back rate at 3.4826 mills, and by separate vote adopt the fiscal year 2015/2016 budget.

The second and final public hearing to adopt the millage rate and FY 2015/2016 budget is scheduled for September 17, 2015.

ORDINANCE NO. 1530

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, ESTABLISHING THE AD VALOREM RATE FOR THE CITY OF LAKE MARY, FLORIDA FOR THE FISCAL YEAR 2016; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

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

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

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

1. The City of Lake Mary, Florida, hereby adopts an Ad Valorem Rate to be levied for the Fiscal Year 2016 beginning October 1, 2015, equal to 3.5895 mills, which is a 3.07 percent increase from the rolled-back rate of 3.4826 as certified by the Seminole County Property Appraiser.

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

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

validity, force or effect of any other section, portion of a section, subsection, or part of this Ordinance.

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

PASSED AND ADOPTED this 17th day of September 2015.

FIRST READING: September 3, 2015

SECOND READING: September 17, 2015

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

ORDINANCE NO. 1531

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, ESTABLISHING THE BUDGET FOR THE CITY OF LAKE MARY FLORIDA, FOR THE FISCAL YEAR 2015; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AMENDMENT BY RESOLUTION; PROVIDING FOR SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City of Lake Mary, Florida, must establish the Budget for the City of Lake Mary, Florida, for the ensuing Fiscal Year 2016, beginning October 1, 2015; and

WHEREAS, the City Commission of Lake Mary, Florida, has made a determination of the amounts of revenue available and the corresponding appropriations and expenditures for the Fiscal Year 2016.

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

1. That the approved budget for Fiscal Year 2016, as attached hereto, is hereby declared to be adopted as the City of Lake Mary's Budget for the Fiscal Year 2016.
2. That all ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.
3. This Ordinance may be amended by the City Commission from time to time by adoption of a Resolution to that effect.
4. If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the

validity, force or effect of any other section, portion of a section, subsection, or part of this Ordinance.

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

PASSED AND ADOPTED this 17th day of September 2015.

FIRST READING: September 3, 2015

SECOND READING: September 17, 2015

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER



CITY MANAGER'S REPORT

DATE: September 3, 2015
TO: Mayor and City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Federal Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

ITEMS FOR COMMISSION INFORMATION:

1. Quiet Zone Update.



CITY MANAGER'S REPORT

DATE: September 3, 2015

TO: Mayor and City Commission

FROM: Colin Morgan, Deputy Chief of Police

THRU: Steve Bracknell, Chief of Police

VIA: Jackie Sova, City Manager

SUBJECT: Federal Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

The Florida Department of Law Enforcement has set aside \$112,682 through the Edward Byrne Memorial Justice Assistance Grant (JAG) for 2016, to be shared by all units of government within Seminole County. As a condition of participation in this program, each entity in the county must reach a consensus concerning the expenditure of these funds, including the projects to be implemented, as well as the head agency responsible for such implementation.

The funds can be used to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The total allocation amount of \$112,682 is divided among eight (8) law enforcement entities within Seminole County with each receiving about \$14,085.

The Lake Mary Police Department has applied for this grant and, if approved, will use the allocated amount of \$14,085 to purchase needed body cameras for officers. Further, we will purchase a computer with redacting software to allow for public distribution, and imaging enhancement along with associated equipment needed for this project. This equipment will be used by our street officers, investigators, code enforcement, crime prevention, and our public information officers. The name for this project will be "What You See Is What You Get." This equipment will also set the stage for future growth of this agency and its technological needs.

RECOMMENDATION:

Request Commission approve distribution of funds from the Edward Byrne Memorial Justice Assistance Grant Program and authorize Mayor to sign the letters.



STEVE A. BRACKNELL
CHIEF OF POLICE, N.A. 246

165 E. CRYSTAL LAKE
AVENUE
LAKE MARY, FLORIDA
32746

NON-EMERGENCY
407.585.1330

FACSIMILE
407.585.1375

sbracknell@lakemaryfl.com

WEBSITE
www.lakemaryfl.com

JACKIE SOVA
CITY MANAGER



Accredited Since
2005

CITY OF LAKE MARY POLICE DEPARTMENT

August 27, 2015

Ms. Petrina T. Herring
Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Herring,

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Lake Mary approves the distribution of \$ 112,682 of Federal Fiscal Year 2016 Edward Byrne Memorial JAG Program funds for the following projects in Seminole County:

Subgrantee (City or County)	Title of Project	Dollar Amount (Federal Funds)
Altamonte Springs	Officer Safety and Community Outreach	\$14,085.00
Casselberry	Police Officer Camera Program	\$14,085.00
Lake Mary	What you see is what you get	\$14,085.00
Longwood	LPD Specialized Training Project	\$14,085.00
Oviedo	Two tier authentication software & Police equipment	\$14,085.00
Sanford	Expansion of Body Camera Capability	\$14,085.00
Sheriff's Office	Night Vision Goggles	\$14,087.00
Winter Springs	Electronic Control Device (Taser) Upgrade	\$14,085.00

Sincerely,

David Mealor
Mayor of the City of Lake Mary

STATEMENT OF PURPOSE

THE LAKE MARY POLICE DEPARTMENT EXISTS TO PRESERVE LIFE AND PROPERTY; TO ENFORCE THE LAW; AND TO PROTECT THE RIGHT OF ALL CITIZENS TO LIVE IN PEACE.



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

July 16, 2015

The Honorable Brenda Carey
Chairperson, Seminole County
Board of Commissioners
1101 East First Street
Sanford, FL 32771

Re: Federal Fiscal Year (FFY) 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide – State Solicitation

Dear Chairperson Carey:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2015 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside \$112,682 funds for use by all units of government within Seminole County. Enclosed are the following documents to assist your county with the strategic planning and allocation process.

- JAG-Countywide Program Announcement & Application Instructions
- JAG-Countywide Project Timeline
- JAG-Countywide Application Checklist
- Certificate of Participation

The enclosed Program Announcement provides an overview of these funds which can be used by local units of government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. Please note the Program Announcement includes information from the U.S. Department of Justice relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

The Application Instructions provide an overview of requirements for submitting the JAG-Countywide request for funding through FDLE's on-line grant management system (SIMON). JAG-Countywide documents are also located online at <http://www.fdle.state.fl.us/content/Grants/JAGC2016.aspx>

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation. Developing such consensus will require someone to exercise leadership and assume a coordinating role in the development of applications for these funds. This coordinator will also serve as a liaison between the awarding agency and the subrecipient(s) to ensure all reports, documentation, and timelines are being submitted as per the requirements of the agreement.

FDLE recommends the Board of County Commissioners assume this responsibility. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

The Honorable Brenda Carey
July 16, 2015
Page Two

The enclosed Certificate of Participation form requests the identification of an individual coordinator. We will send this individual further information regarding the application process in FDLE's online grant management system.

The information provided for this year's award process is similar to those provided in previous years, but contain substantial revision based on new state and federal requirements for subawards involving federal grant funds. Please review all information and ensure the designated County Coordinator forwards all relevant program and application information to applicable JAG Project Directors within your county.

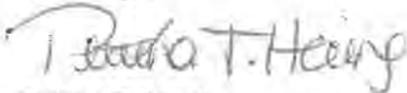
Please complete the enclosed Certificate of Participation and return it as soon as possible to the mailing address below:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Attention: Petrina T. Herring
2331 Phillips Road
Tallahassee, Florida 32308

FDLE does not discriminate, and prohibits subrecipients from discriminating, on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.

We look forward to working with you. Please contact me or the JAG supervisor Randall Smyth at (850) 617-1250 with any questions or for further assistance regarding the JAG Program.

Sincerely,



Petrina T. Herring
Bureau Chief

PTH/ps

Enclosure

cc: Mayors in Seminole County
Law Enforcement Agencies in Seminole County
Current JAG Project Directors in Seminole County



**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

**Federal Fiscal Year 2015
Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

JAG-Countywide

**Program Announcement
Application Instructions
Important Pre- and Post-award Dates
Application Checklist**

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JAG-C Program Announcement

Introduction

The State of Florida, Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice (USDOJ) for \$10,412,774 for the Justice Assistance Grant (JAG). FDLE will distribute JAG-Countywide (JAG-C) local share funds in accordance with the JAG-C distribution provisions of Chapter 11D-9, Florida Administrative Code. This announcement is to notify eligible applicants of program requirements. Please note this Program Announcement includes information from the USDOJ relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

Eligible Applicants

Units of local government are eligible to receive subawards from FDLE. "Units of local government" means any city, county, town, township, borough, parish, village, or other general-purpose political subdivision of a State and includes Native American Tribes that perform law enforcement functions as determined by the Secretary of the Interior.

Program Strategy, Purposes and Coordination Efforts

Office of Criminal Justice Grants (OCJG) administers the JAG Program for the State of Florida. The JAG Program replaced the Byrne Formula and Local Law Enforcement Block Grant (LLEBG) programs with a single funding mechanism that simplifies the administration process for grantees and allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system.

The procedure for allocating JAG funds is a formula based on population and crime statistics in combination with a minimum allocation. Traditionally, under the Byrne Formula and LLEBG Programs, funds were distributed 60/40 between state and local recipients. This distribution continues under JAG. FDLE has designated the 60% funding awarded to the State of Florida as JAG Countywide, which has a variable pass through requirement to locals. The 40% funding designated for units of local government receiving awards of \$10,000 or less, passed through the State of Florida, is referred to as the Florida JAG Direct. It is possible for a unit of government to receive funding under both JAG Countywide and Florida JAG Direct. This program announcement is for the JAG Countywide funds. The Florida JAG Direct funds will be announced once JAG Countywide is complete.

Each county is allocated a sum of money for use by all local governments within the county. This amount is determined through a funding algorithm established in the administrative rule. Chapter 11D-9, Florida Administrative Code, requires that units of government in each county reach consensus concerning the expenditure of these funds, including projects to be implemented and the agency responsible for such implementation.

Maximum coordination is required to meet this program requirement, and the Department requests the county board of commissioners to serve as the coordinating unit for all local governments within the county. The Chairman, Board of County Commissioners, in each county so notified is requested to return to the Department a statement of certification indicating the county's willingness to serve. This certification must be returned within 10 business days from the date of receipt of notification. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

Furthermore, FDLE requires that units of government in each county reach consensus concerning the expenditure of the JAG funds, including the projects to be implemented and the agency responsible for such implementation. Each county must document this consensus by submitting letters from at least 51 percent of the units of government which also represent at least 51 percent of the population located in said county.

Purpose Areas

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas:

1. Law enforcement programs;
2. Prosecution and court programs;
3. Prevention and education programs;
4. Corrections and community corrections programs;
5. Drug treatment and enforcement programs;
6. Planning, evaluation, and technology improvement programs; and
7. Crime victim and witness programs.

Any law enforcement or justice initiative previously eligible for funding under Byrne or LLEBG is eligible for JAG funding. However, please limit each application for funding to one program type, for example, equipment purchase, task force, crime prevention, school resource officer, prevention education, drug treatment, domestic violence.

DOJ/Bureau of Justice Assistance (BJA) Priorities

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates
- Integrating evidence into program, practice, and policy decisions within OJP and the field
- Improving the translation of evidence into practice

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Crime Policy at George Mason University. In the reentry field, a summary of research-based reentry strategies is available on the National Reentry Resource Center's What Works in Reentry Clearinghouse link. BJA offers a number of program models designed to effectively implement evidence-based strategies including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense, and Smart Prosecution. BJA encourages states to 6 BJA-2015-4165

use JAG funds to support these "smart on crime" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

JAG Priority Areas

BJA wishes to ensure that recipients are aware of several areas of national focus and priority and to encourage recipients to maximize the effective use of JAG funds. The following is a list of key priorities:

Reducing Gun Violence

Gun violence has touched every state, county, city, town, and tribal government in America. In an effort to address this continuing need, BJA continues to encourage states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the FBI's National Instant Criminal

Background Check System (NICS) and provide active shooter response training to law enforcement officers and first responders.

Body-Worn Cameras, Storage, and Policies

JAG subawards relating to body-worn cameras may be required to submit attestations, certifications and/or documentation supporting the development of policies and procedures for equipment use, data storage, privacy, victims, access, disclosure and training.

Recidivism Reduction, Pretrial Reform and Justice System Realignment

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision of non-violent offenders coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pretrial Justice Institute, see www.pretrial.org. Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts.

Another promising approach to justice systems reform is the Justice Reinvestment Initiative (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 19 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvestment savings in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's Justice Reinvestment Initiative State Assessment Report.)

Indigent Defense

Another key priority area is support for indigent defense. BJA continues to encourage states and SAAs to use JAG funds to support the vital needs of the indigent defense community. Attorney General Holder has consistently stressed that the crisis in indigent defense reform is a serious concern which must be addressed if true justice is to be achieved in our nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants. (See ABA's Ten Principles of a Public Defense Delivery System.)

Improving Mental Health Services

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See Adults with Behavioral Health Needs under Correctional Supervision.)

Length of Award

JAG Countywide awards are typically for a period not to exceed twelve months beginning on October 1 and ending on September 30.

Distribution of Funds

Grant funds are distributed on a cost-reimbursement basis for satisfactory performance of eligible activities. Requests for reimbursement can be submitted on a monthly or quarterly basis and should include total expenditures for the period reflected. Reimbursements will be processed in conjunction with receipt of programmatic performance reports to determine successful completion of minimum performance deliverables as specified in the agreement.

Application Access and Deadline

FDLE is currently implementing significant changes in SIMON to accommodate new performance requirements in the federal Performance Management Tool (PMT) based on recent guidance from DOJ. FDLE anticipates being able to open the announcement code in SIMON for recipients to apply no later than August 15, 2015.

Applications must be submitted via the FDLE Subgrant Information Management Online grant management system (SIMON) by **September 4, 2015**. In addition, please mail two hard copies of the application with original signature pages to FDLE by **September 10, 2015**.

Training

All applicants are invited to participate in an online training on the application process that will be held on August 20, 2015, at 2:30 PM Eastern Time. Additional information for this webinar is forthcoming.

Registration Requirements

To apply for JAG funds in SIMON, an organization and its users must be registered in SIMON and, have a Data Universal Numbering System (DUNS) number as required by OJP, and be registered with the U.S. Federal Government's System for Award Management (SAM.gov – previously known as CCR).

Prohibited Uses

JAG funds may not be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety. Based on extraordinary and exigent circumstances making the use of funds essential, the U.S. Department of Justice, Bureau of Justice Assistance (BJA) may certify a state's request to use funds for:

- a. Vehicles (excluding police cruisers*), vessels (excluding police boats), or aircraft (excluding police helicopters);
- b. Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles (UA/UAS/UAV);
- c. Luxury items;
- d. Real estate;
- e. Construction projects, other than penal or correctional institutions; and
- f. Any similar matters.

* JAG funds can be used to purchase police cruisers. A police cruiser is defined as a vehicle (marked or unmarked), as well as police motorcycles and helicopters, used in the ordinary course of business by police forces for law enforcement activities such as patrolling, temporarily detaining and transporting individual prisoners, and including a police pursuit vehicle (PPV) or a system support vehicle (SSV). Examples include sedans and sport utility vehicles (SUVs).

JAG funds may not be used to supplant state or local funds; this includes overtime pay, uniforms, clothing allowances, etc. for a given activity.

Bulletproof Vest Purchases

Bulletproof vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, bulletproof vests purchased must be American-made. The latest NIJ standard information can be found at <http://www.nij.gov/topics/technology/body-armor/Pages/welcome.aspx>

To use JAG funds for bulletproof vests, the agency must certify a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at <https://www.bja.gov/Funding/JAGFAQ.pdf>.

This policy must be in place for all uniformed officers before any JAG funding can be used for vests. A sample policy is available from OCJG.

JAG funds may not be used to meet the 50% match requirement for the Bulletproof Vest Program.

Costs Requiring Pre-Approval

Vehicles

The purchase of vehicles (other than police cruisers as defined above) requires pre-approval from BJA. This requirement pertains to trucks and all other non-SUV specialty vehicles. Before allowing a vehicle purchase, BJA must determine that "extraordinary and exigent circumstances exist that make the use of funds to purchase the vehicle essential to the maintenance of public safety and good order." (JAG FAQ: <https://www.bja.gov/Funding/JAGFAQ.pdf>),

A separate letter must be submitted with the application describing the type of vehicle requested, the need for this type of vehicle, and how it will be used for project activities. The letter should also explain why the agency cannot purchase the vehicle with other funds and identify potential consequences if the request is not approved.

Note: Segways, golf carts, ATVs, bicycles, etc. do not require pre-approval from BJA as long as the mode of transportation does not require state licensing or registration.

Meth Mitigation Plans

Any program that funds any portion of methamphetamine laboratory operations must complete a Meth Mitigation Plan that includes the nine protective measures or components required by BJA. If an agency's application requests costs related to meth lab operations, review the Standard Condition, "Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories" and the BJA web-site related to NEPA compliance (including in relation to meth labs) (www.bja.gov/Funding/nepa.html); then please contact FDLE's Office of Criminal Justice Grants for further assistance.

Publications and Other Media

All media created or published using federal grant funds must be reviewed and approved by FDLE and/or BJA prior to release or distribution. This includes any curricula, training materials, brochures, or other written materials that will be published, including web-based materials and web site content, as well as all audio or video materials, including Public Service Announcements. Grant recipients must submit a draft of each proposed item to OCJG no later than thirty (30) days prior to the targeted dissemination date. For items containing videos, a transcript may be provided with screenshots or a description of the visual portion.

All materials publicizing or resulting from award activities shall contain the following statements:

"This project was supported by Award No. _____ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice."

This requirement does not apply to the purchase or reproduction of existing materials or items created by other agencies or vendors, for example, crime prevention brochures. This requirement also does not apply to items that serve only to advertise an event or the availability of services. If in doubt as to whether this requirement applies to your project, please contact FDLE's Office of Criminal Justice Grants.

NEPA

Any improvement, building or construction project will require pre-approval to ensure compliance with the National Environmental Policy Act (NEPA). This may include relatively minor activities such as installing fence-posts, security

or surveillance cameras, or anchoring any item to the ground. If the grant will fund any activities that may fall under this requirement, review the Standard Condition related to NEPA and the section of the BJA web site related to NEPA compliance (www.bja.gov/Funding/nepa.html); then contact FDLE's Office of Criminal Justice Grants for assistance.

Sole Source

If any proposed costs will be sole source to a single vendor, a sole source justification must be maintained on file. For sole source procurement over the federal acquisition threshold of \$150,000, pre-approval must be obtained by both OCJG and DOJ. Recipients should submit the Sole Source Justification Form with the application.

Automated Data Processing (ADP) Equipment

Agencies requesting to purchase ADP equipment that exceed \$100,000, you must complete an ADP Equipment and Software and Criminal Justice Information and Communication Systems Request for Approval Form and enclose this form with the project application. See the section on Automated Data Processing (ADP) Equipment in the Certifications section of Creating an Application below.

Civil Rights Requirements

1. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subrecipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. §§12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
2. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.
3. Subrecipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subrecipients, with FDLE, or with the Office for Civil Rights and how to do so.
4. Equal Employment Opportunity Plans
 - a. A subrecipient or implementing agency must develop an EEO Plan if it has 50 or more employees and has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subrecipients or implementing agency, and must be available for review or audit.
 - b. If the subrecipients or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit the EEO plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
 - c. To prepare an EEOP, please visit the OCR website at

www.ojp.usdoj.gov/about/ocr/eeop.htm. The website contains an automated on-line EEOP Short Form for preparing a plan that provides screen-by-screen prompts to complete the plan. All new EEOPs must be completed using the on-line short form. Recipient of JAG Countywide funds from FDLE are

considered a "subrecipient." For subrecipients, the Short Form will ask for two grant numbers. The grant number at the top of the screen is the application number from SIMON. For grants that have already been awarded, use the subaward number (for example, 2999-JAGC-CNTY-99- Q9-999). For current applications and any others that have not yet been awarded, use the application reference number (for example, 2999-JAGC-999). The grant number on the bottom half of the screen is FDLE's federal grant number from USDOJ. Please contact OCIG for this number.

- d. A subrecipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees, if it does not receive any single award of \$25,000 or more from the Department of Justice, or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe.
- e. All subrecipients and implementing agencies must also submit an EEO Certification to FDLE.
- f. The subrecipients and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- g. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- h. In accordance with federal civil rights laws, the subrecipients shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- i. Subrecipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subaward recipient.
- j. If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, P.O. Box 1489, Tallahassee, Florida 32302-1489 or emailed to fdlecomments@fdle.state.fl.us. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531, by phone at (202)307-0690.
- k. The subrecipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subrecipient.
- l. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission based on the nature of the complaint.
- m. Americans with Disabilities Act
Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- n. Limited English Proficiency (LEP)
In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

o. **Equal Treatment for Faith Based Organizations**

The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

Grant recipients must be able to document compliance with each of these requirements at the time of monitoring. Please contact OCJG with questions about how these requirements relate to a grant project or about the specific documentation that will be required.

State and Federal Transparency

Subaward agreements and information supplied to the Office of Criminal Justice Grants for grant management and payment purposes will be used by FDLE to report to the following mandatory state and federal transparency systems.

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Performance Management Tool (PMT)

The Bureau of Justice Assistance maintains the Performance Management Tool (PMT) online system for reporting performance data for subaward agreements.

Florida Accountability and Contract Tracking System (FACTS)

The Florida Legislature amended Section 215.985, F.S., making the Department of Financial Services (DFS) responsible for the development and maintenance of a contract reporting system, the Florida Accountability Contract Tracking System (FACTS). State law requires all agreements (contracts, purchase orders and grants for state or federal financial assistance) to be placed in this transparency system.

FDLE will provide all subaward agreements from SIMON to the FACTS system, including original contract and amendment document images. The following excerpt from F.S. 215.985 provides information for the specific information required to be provided to FACTS.

- (14) The Chief Financial Officer shall establish and maintain a secure contract tracking system available for viewing and downloading by the public through a secure website. The Chief Financial Officer shall use appropriate Internet security measures to ensure that no person has the ability to alter or modify records available on the website.

- (a) Within 30 calendar days after executing a contract, each state entity shall post the following information

relating to the contract on the contract tracking system:

1. The names of the contracting entities.
 2. The procurement method.
 3. The contract beginning and ending dates.
 4. The nature or type of the commodities or services purchased.
 5. Applicable contract unit prices and deliverables.
 6. Total compensation to be paid or received under the contract.
 7. All payments made to the contractor to date.
 8. Applicable contract performance measures.
 9. If a competitive solicitation was not used to procure the goods or services, the justification of such action, including citation to a statutory exemption or exception from competitive solicitation, if any.
 10. Electronic copies of the contract and procurement documents that have been redacted to exclude confidential or exempt information.
- (b) Within 30 calendar days after an amendment to an existing contract, the state entity that is a party to the contract must update the information described in paragraph (a) in the contract tracking system. An amendment to a contract includes, but is not limited to, a renewal, termination, or extension of the contract or a modification of the terms of the contract.
- (c) By January 1, 2014, each state entity shall post to the contract tracking system the information required in paragraph (a) for each existing contract that was executed before July 1, 2013, with payment from state funds made after June 30, 2013.
- (d) Records made available on the contract tracking system may not reveal information made confidential or exempt by law.

Exemption from FACTS

The SIMON grant management system allows for partial or complete contract exemption from FACTS for those agreements containing information exempt from public records. Please contact OCJG for additional information, to determine whether an agreement would be exempt, and the process and documentation required for exemption.

Performance Measures

The subrecipient must include in the application an indication of the timing and scope of expected performance as related to the outcomes intended to be achieved by the program. Where appropriate, the application may include specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment. Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the award has a standard against which the subrecipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives or performance goals that are relevant to the program. See OMB Uniform Grant Guidance (2 CFR Part 200) 200.76 and 200.77.



CITY MANAGER'S REPORT

DATE: September 3, 2015
TO: Mayor and City Commission
FROM: John Omana, Community Development Director
VIA: Jackie Sova, City Manager
SUBJECT: Quiet Zones Update

On August 11, 2015, I had a phone conference with Brett Blackadar, P.E. of Seminole County regarding Quiet Zones. The following is a summary of the discussions he outlined in a follow up email:

As you are aware, FDOT awarded Seminole County a matching grant on January 29, 2015 for the proposed County-wide quiet zone. The agreement for the quiet zone funding with FDOT was approved at our BCC meeting on June 23rd.

However, in mid-May when the agreement was being drafted, we first heard that there was concerns from FDOT's SunRail group about our proposed improvements to implement the quiet zone. We moved forward with the execution of the grant agreement regardless of the concerns, since the funding was in FDOT's fiscal year 2014/2015 and needed to be encumbered by June 30th. We agreed with FDOT that we would need to amend the agreement in the future once all the issues were resolved. The most significant issue that was brought to our attention was in regards to a new FRA rule on the space between the gate arm and the curb of the travel lane which is 49 CFR 222.59 – Appendix A – number 3 and 4 (http://www.ecfr.gov/cgi-bin/text-idx?SID=2e0162aa37c06c44350ddc5fc2e44aa7&mc=true&node=ap49.4.222_159.a&rq n=div9). The most significant of these requirements for our situation seems to be 3(f).

Our staff, including our Quiet Zone Consultant Tim Dietrich, participated in a field review of the crossings with FDOT SunRail staff on July 15th to look at the gate arm issue

discussed above. The next morning on July 16th, we met at the SunRail operations center with Tawny and a larger group of SunRail staff to discuss these issues in more detail. At the conclusion of that meeting, FDOT said that they would need about 3 months to analyze and cost out all the additional improvements that they feel will be needed to implement the quiet zone within Seminole County. Once that analysis is done (which should be mid-October), we will sit down with FDOT to talk about what funding they have available to fund these additional improvements. Depending on how much of the additional costs they will cover, we will need to go back to our Board to see if they are willing to fund any additional costs to implement the quiet zones.

DISPOSITION: Overall, the Commission will be kept posted on impacts to our crossings. This material is also provided for your information.