



LAKE MARY CITY COMMISSION

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

**Regular Meeting
AMENDED AGENDA
THURSDAY, MAY 19, 2016 7:00 PM**

- 1. Call to Order**
- 2. Moment of Silence**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes: May 5, 2016**
- 6. Special Presentations**
 - A. Special Recognition: Pfc. Ionut "Romy" Komives - Lake Mary Police Department**
 - B. City Employee of the First Quarter - Pfc. Ionut "Romy" Komives - Lake Mary Police Department**
 - C. Presentation of leather helmets in recognition of 10 years of service - Lake Mary Fire Department:**
 - a. Donnie Mathis, Firefighter/Paramedic**

- b. Brandon Zumbrum, Firefighter/Paramedic**
 - c. Jason Roberts, Firefighter/EMT**
 - d. Kyle Fuller, Firefighter/EMT**
- 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. 1541 - Providing for bear-proof commercial containers and carts for collection services and establishing a service fee for those services in the West Seminole County Urban Bear Management Area (WSCUBMA) - Second Reading (Public Hearing) (Dianne Holloway, Finance Director)**
 - a. Resolution No. 981 - Establishing customer charges for solid waste collection of commercial bear-proof containers, commercial garbage carts and courtesy service of commercial garbage carts**
- 9. New Business**
 - A. Weldon Boulevard Streetscape Project - Agreement between the US 17-92 Community Redevelopment Agency and the City of Lake Mary (Tom Tomerlin, Economic Development Director)**
 - B. Uber Pilot Project Agreement between Uber Technologies, Inc., and the City of Lake Mary. Interlocal Agreement between Cities participating in the Uber Pilot Project (Tom Tomerlin, Economic Development Director)**
 - C. Resolution No. 982 - Accepting Improvements and Approving a Utility Easement for Feather Edge Condominium Association and Feather Edge II Condominium Association (Bruce Paster, Public Works Director)**
 - D. Ordinance No. 1542 - Amending Chapter 130 of the Code of Ordinances entitled "General Provisions" to repeal Sections 130.01 - 130.05 and amend Section 130.06 and adding a new section governing curfews- First Reading (Public Hearing) (Jackie Sova, City Manager)**

E. Ordinance No. 1543 - Repealing Chapter 131 of the Code of Ordinances entitled "Morals and Gambling" - First Reading (Public Hearing) (Jackie Sova, City Manager)

F. Ordinance No. 1544 - Repealing Chapter 133 of the Code of Ordinances entitled "Safety" - First Reading (Public Hearing) (Jackie Sova, City Manager)

10. Other Items for Commission Action

11. City Manager's Report

A. Items for Approval

a. Surplus of several water and sewer maintenance items

B. Items for Information

a. Monthly Department Reports - March & April

C. Announcements

12. Mayor and Commissioners Report (4)

13. City Attorney's Report

14. Adjournment

THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE

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

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

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

NOTE: If the Commission is holding a meeting/work session prior to the regular meeting, they will adjourn immediately following the meeting/work session to have dinner in the

Conference Room. The regular meeting will begin at 7:00 P. M. or as soon thereafter as possible.

UPCOMING MEETINGS: June 2, 2016

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held May 5, 2016,
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 7:04 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 – Absent

17 Deputy Mayor George Duryea

18 Commissioner Sidney Miller

19 Commissioner Jo Ann Lucarelli

Jackie Sova, City Manager

Dianne Holloway, Finance Director

John Omana, Community Development Dir.

Bryan Nipe, Parks & Recreation Director

Gunnar Smith, Events Center Manager

Tom Tomerlin, Economic Development Mgr.

Bruce Paster, Public Works Director

Mike Biles, Police Captain

Frank Cornier, Fire Chief

Katie Reischmann, City Attorney

Mary Campbell, Deputy City Clerk

20
21
22
23
24
25
26
27 5. Approval of Minutes: April 7, 2016

28
29 **Motion was made by Commissioner Lucarelli to approve the minutes of the April**
30 **7, 2016, meeting, seconded by Commissioner Miller and motion carried**
31 **unanimously.**

32
33 Mayor Mealor welcomed a candidate for Eagle Scout from Troop 85. We welcome
34 college students as part of their class assignments or scout project. If any member of
35 the Commission or the City Manager may be helpful, please don't hesitate to reach out
36 to us.

37
38 Mayor Mealor said we are pleased to have our Forest community liaisons with us. He
39 thanked them for all they do for their community and for keeping us informed of issues
40 that are important to their residents.

41
42 6. Special Presentations

43
44 A. Certificates of Appreciation – Seminole State College “Team Fire” Capstone
45 Project

1 Dr. Tom Tomerlin, Economic Development Manager, came forward. This is a special
2 acknowledgement for a team of Seminole State College students that just earned their
3 Bachelor's degree in Business and Information Management (BIM). The SSC BIM
4 program concludes with a capstone course requirement that has students develop
5 teams that go out into the community and complete a real world project. We were very
6 lucky. We are very pleased that we had "Team Fire" partnering with our city to assess
7 external customer satisfaction with the City's fire department. This project was a vital
8 component of our fire department's accrediting process, often distilled into an ISO
9 (Insurance Services Office) rating for the City. We are currently at an ISO 3.

10
11 Dr. Tomerlin said "Team Fire" consists of these fine professionals: Susie Chester who
12 was the team captain but is on vacation, Justine Lawn, Angel Muchetti, Katie Thwaites,
13 and we can't go without recognizing Dr. Chris Beehner for his guidance who is their
14 major professor.

15
16 Dr. Tomerlin said what "Team Fire" delivered to us was much more than a typical study.
17 The Commission has a copy of the report in their packets and we look forward to sitting
18 down with you and going over some of the findings at another time. Thanks to "Team
19 Fire's" work we can say with great confidence this community values its fire department.
20 A bonus aspect of their study was a simulation that quantified the very real benefits
21 associated with having our own stand-alone emergency department at Florida Hospital
22 on Rinehart Road. These benefits include a quicker return to duty for our EMS services
23 and things as simple and straight forward as savings on vehicle operating costs such as
24 mileage and depreciation.

25
26 Dr. Tomerlin said this evening we have certificates of appreciation that were signed by
27 City Manager Jackie Sova and Mayor Mealor we want to present to Susie, Justine,
28 Angel, Katie and Dr. Beehner.

29
30 Chief Cornier said this group surprised him. He wasn't expecting the quality of work they
31 did for us. The quality of work was almost like hiring a consultant firm. It was great
32 working with them. They did an excellent job in a short amount of time. They dug more
33 than he expected into accreditation, ISO, and what the fire department does. They
34 spent some time at the fire station and took pictures. They dug in and did a great job
35 and their presentation proved it. He thanked them for the excellent job and
36 congratulated them on their degrees.

37
38 Dr. Tomerlin presented the certificates of appreciation. Chief Cornier presented pens
39 and Challenge coins.

40
41 Mayor Mealor said they are part of a baccalaureate degree program at Seminole State.
42 Of the 28 state colleges, this was the one program that received the Chancellor's
43 Award. That doesn't happen in isolation. It happens with great students and a great
44 faculty. He thanked and commended them. This is a gift to the City. It is beyond
45 helping students. It will help the City and our Fire Department. We appreciate
46 everything that they did.

1
2 Chief Cornier said May 15th starts EMS Week for the paramedics and firefighters.
3

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

12 No one came forward at this time and citizen participation was closed.
13

14 8. Unfinished Business
15

16 There was no unfinished business at this time.
17

18 9. New Business
19

20 A. Ordinance No. 1541 – Providing for bear-proof commercial containers and
21 carts for collection services and establishing a service fee for those services
22 in the West Seminole County Urban Bear Management Area (WSCUBMA) –
23 First Reading (Public Hearing) (Dianne Holloway, Finance Director
24

25 The City Attorney read Ordinance No. 1541 by title only on first reading.
26

27 Ms. Holloway said 14 months ago we entered into a franchise agreement with Waste
28 Pro. It did not provide for commercial bear carts but it did provide for residential. With
29 Seminole County adopting this West Seminole County Bear Management Area, we
30 have to comply with that. It’s west of I-4 and we have approximately 27 commercial
31 customers that will be affected. We have been in discussions with Waste Pro and they
32 have asked for a \$32.50 service fee for all containers, which are dumpsters, in addition
33 to the regular monthly fee. For any commercial handcarts they are asking for a \$12.50
34 service fee in addition to the regular monthly charge.
35

36 Ms. Holloway said we first have to amend this agreement and at second reading if
37 everything passes we will bring forth a resolution to amend our rates. We will contact
38 our customers to let them know what is going on and move forward.
39

40 Commissioner Miller asked if this would be mandatory.
41

42 Ms. Sova said for those commercial customers west of I-4 they are mandatory. She
43 spoke to the County last week and one of our concerns was their sitings east of I-4. We
44 objected to that. Because of the food drying up west of I-4 the bears have headed for
45 Apopka and have not headed east so we haven’t had any additional bear difficulties

1 happen. The area west of I-4 is more ripe for the bears and that is where all the sitings
2 were and not east of I-4.

3
4 Mayor Meador said it needs to be stated that we need to reach out to our colleagues on
5 the Seminole County Commission because when this was adopted back in December, it
6 had the potential to be somewhat problematic the way the original map was drawn. The
7 County Chairman and County Manager were with us one evening, we expressed our
8 concerns, and to their credit they revised that and believed we have something that we
9 are all in agreement. He thanked Ms. Sova and the staff for their endeavors in that
10 regard.

11
12 Mayor Meador asked if anyone wanted to speak in reference to Ordinance No. 1541. No
13 one came forward and the public hearing was closed.

14
15 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1541 on**
16 **first reading, seconded by Commissioner Miller.**

17
18 Commissioner Miller asked if these commercial accounts had been notified of these
19 additional charges.

20
21 Ms. Sova said they will be before we deploy the carts. We have been waiting for Waste
22 Pro to receive the carts. We also had to know what number to tell the customers they
23 were going to be charged.

24
25 Commissioner Miller said this is going to be a surprise.

26
27 Ms. Sova said she thought they all knew about the urban bear management area.
28 Several of them called us. One of the customers already has a bear proof container. A
29 couple of them have been riffling with bears so they are aware.

30
31 **Motion carried by roll-call vote: Deputy Mayor Duryea, Yes; Commissioner Miller,**
32 **Yes; Commissioner Lucarelli, Yes; Mayor Meador, Yes.**

33
34 10. Other Items for Commission Action

35
36 There were no items to discuss at this time.

37
38 11. City Manager's Report

39
40 A. Items for Approval

41 a. Retirement Gift to Police Officer Jeffrey Napier

42
43 Ms. Sova said the first item is a retirement gift for Police Officer Jeff Napier. Jeff retired
44 after 15 years with our department. The Police Department would like to request that
45 we surplus Mr. Napier's department issued handgun and allow us to present that Glock
46 to him.

1
2 **Motion was made by Commissioner Miller to declare Glock Model 22, Serial #LAP**
3 **429 surplus and authorize it be presented to PFC Jeffrey Napier as a retirement**
4 **gift, seconded by Commissioner Lucarelli and motion carried unanimously.**
5

6 b. RFQ 16-04 Agent of Record Services for Employee Benefit Program
7

8 Ms. Sova said this is a request to approve the results of RFQ 16-04, Agent of Record
9 Services for Employee Benefit Programs. Three years ago we selected the Gehring
10 Group after many years with another agent to do our benefit programs and we have not
11 been as happy as we need to be. Instead of renewing our contract we went to a new
12 RFQ. We got five proposals: Gallagher Benefits, the Hylant Group, Brown & Brown,
13 MFB Financial dba the Baily Group, and Seaside Insurance. We had Dianne Holloway,
14 Wanda Broadway and Jennifer Tate evaluate those submissions. The ratings they used
15 were the required submittals were complete; the qualifications, experience, background
16 and workload were expressed; that they understood the proposed approach and
17 methodology; and they provided a compensation recommendation. From that this
18 committee recommended as the top ranked Gallagher Benefit Services.
19

20 Ms. Sova said based on the scoring she asked the Commission to allow her to
21 negotiate a contract with Gallagher Benefit Services to serve as our Agent of Record for
22 employee benefits.
23

24 **Motion was made by Commissioner Lucarelli to authorize the City Manager to**
25 **negotiate with Gallagher Benefit Services, Inc. to serve as Agent of Record for**
26 **Employee Benefits Programs, seconded by Commissioner Miller and motion**
27 **carried unanimously.**
28

29 c. RFP 16-03 Management and Operation of Lake Mary Tennis Center
30

31 Ms. Sova said this is RFP 16-03, Management and Operation of Lake Mary Tennis
32 Center. We received one proposal from Steve Huber. We went through the selection
33 process and based on the single proposal and the successful track record of Mr. Huber,
34 we recommend we enter into contract negotiations with him to serve as our tennis
35 contractor.
36

37 **Motion was made by Commissioner Miller to authorize the City Manager to enter**
38 **into contract negotiations with Steve Huber to serve as the Tennis Contractor,**
39 **seconded by Commissioner Lucarelli and motion carried unanimously.**
40

41 d. Sports Complex/Batting Cage Concession Agreement Extension
42

43 Ms. Sova said this is the Sports Complex Batting Cage Concession Agreement
44 Extension and asked Gunnar Smith to explain.
45

1 Gunnar Smith, Events Center Manager, came forward. The contract with The Sweet
2 Shoppe for the concession and batting cage at the Sports Complex has expired. We
3 have the opportunity in that contract to extend it to any length that the Commission felt
4 appropriate. We put in for 26 months. The reason we did that is the Sports Complex
5 kind of closes down around July 4th and two years from now we wanted to get to that
6 July 4th point. We also wanted to change the compensation. What we have gone to in
7 a lot of the other contracts in the Parks & Recreation Department is a flat fee. They had
8 an average of \$284 that they pay us per month and we have agreed \$300 would be
9 appropriate moving forward for this next 26 months. That way we don't have to get all
10 their financials and spend a lot of staff time on that. It is our recommendation to move
11 forward with that.

12
13 **Motion was made by Commissioner Miller to authorize the City Manager to**
14 **execute Sports Complex/Batting Cage Concession Operations License**
15 **Agreement with The Sweet Shoppe, LLC for an additional 26-month period ending**
16 **June 30, 2018, with the flat fee of \$300 per month to begin in September 2016,**
17 **seconded by Commissioner Lucarelli and motion carried unanimously.**

18
19 e. Request for Expenditures from the State Law Enforcement Trust Fund for
20 Donations

21
22 Ms. Sova said this is a request for expenditures from the State Law Enforcement Trust
23 Fund for donations. This is pretty much an annual request. We are requesting \$500
24 each for Kids' House and Safehouse; \$200 each for Seminole High School for their
25 Project Graduation, Senior Intervention Group, YMCA, Boy Scouts of America, Girl
26 Scouts of America, and Harbor House; \$100 donations to Ali's Hope and MADD. The
27 fund balance in the Law Enforcement Trust Fund is approximately \$26,000 and these
28 donations will not exceed \$2,400. She requested Commission approval for these
29 donations.

30
31 **Motion was made by Commissioner Miller to approve the expenditures from the**
32 **State Law Enforcement Trust Fund in an amount not to exceed \$2,400: \$500 each**
33 **to Kid's House of Seminole and Safehouse; \$200 each to Seminole High School**
34 **(Drug/Alcohol Free Project Graduation), Seniors Intervention Group, YMCA**
35 **Family Center, Boy Scouts of America, Girl Scouts of America, and Harbor**
36 **House; and \$100 each to Ali's Hope and MADD. Seconded by Commissioner**
37 **Lucarelli and motion carried unanimously.**

38
39 f. Surplus Computers

40
41 Ms. Sova said this is a request to surplus 14 desktop and 11 laptop computers. The 25
42 asset tag numbers are listed in the memorandum. She requested the Commission
43 surplus these items.

44
45 **Motion was made by Commissioner Lucarelli to declare 25 computers surplus,**
46 **Asset Nos. LM010846, LM010939, LM010960, LM012028, LM012078, LM010847,**

1 LM010955, LM010961, LM012030, LM012079, LM010848, LM010957, LM010963,
2 LM012062, LM012097, LM010905, LM010958, LM010964, LM012065, LM012098,
3 LM010915, LM010959, LM010985, LM012076, LM012100, and authorize City
4 Manager to dispose of same. Seconded by Commissioner Miller and motion
5 carried unanimously.

6
7 B. Announcements

8
9 Ms. Sova said the car show will return to Central Park on May 15th from 11:00 A.M. to
10 2:00 P.M. That has been very popular for us. Hopefully they will have a nice day.

11
12 Ms. Sova announced the Summer Camp is completely full at 60 campers for all eight
13 weeks of Summer Camp.

14
15 Ms. Sova said at this point our Relay for Life grand total is over \$9,500. The team did a
16 marvelous job. She appreciated all their efforts.

17
18 12. Mayor and Commissioners' Reports

19
20 Mayor Meador thanked the Trailblazers. On Saturday two weeks ago we had our 5K
21 race. It is a wonderful morning and we get so many compliments from the runners.
22 What he appreciated about the Trailblazers is if you look at some of the projects in this
23 city that are stand alone and are the result of them from the splash park to the Trailhead
24 Park improvements. The proceeds of that run will go to the Veteran's Memorial at
25 Heritage Park. That is an incredibly good gesture on their part and thanked them for all
26 their efforts.

27
28 Mayor Meador said in the past we have heard from our department chairs in the public
29 safety area in both fire and police. In terms of our State of the City Address where we
30 reach out to the chamber members to update them, this past week at the State of the
31 City we had three of our department chairs: Dr. Tomerlin, Community Development
32 Director John Omana, and our Parks & Recreation Director Bryan Nipe. All three did an
33 exceptional job and we had tremendous feedback. It was a record crowd and was one
34 of the most pleasant experiences. It's wonderful when the story is told by the people
35 that operationalize what we do on a daily basis.

36
37 Mayor Meador said he represented the Commission on the City of Lake Mary Relay for
38 Life Team. Each of you in your respective areas work with some of our City staff but he
39 came away with a group in the past that had raised \$3,000 to \$4,000. We had only six
40 weeks to be organized and up and running. They set a goal of \$10,000 which is
41 unheard of. They raised a record amount of money. Thanks to the Fourth Street
42 Merchants' Association, Terry Shaw arranged for what would be known as the Lake
43 Mary City Commission Basket. It was stunning and there was over \$600 of
44 merchandise in that basket. He thanked Terry and the Fourth Street Merchants'
45 Association for putting that together. You've seen the dedication of the City staff. What
46 he appreciates is this is beyond the job that they do. The creativity, talent and

1 dedication he was so thankful for that fleeting moment in time. He had an opportunity to
2 work with them in a capacity he doesn't normally see. It was most impressive. He
3 thanked those involved.

4
5 Commissioner Miller said he attended the State of the City meeting and wanted to
6 comment on how colorful the presentations were: pink, yellow and green. He said he
7 had been to quite a few business presentations in his 38 years with AT&T and Lucent
8 and had never seen a better presentation by three people. Our Mayor is a great
9 spokesperson to get up and do the color. He was proud of the City for that
10 presentation. He told each of them when it was over how well they did.

11
12 Commissioner Miller said he went to Metroplan Orlando this morning. We got feedback
13 on the legislative session. Not everything was good news. The right-of-way issue for
14 utilities passed. It passed with right-of-way excluded but easements included and was
15 not sure exactly what that meant. For some communities it is a disaster because they
16 are really going to get stuck. The League of Cities tried their best but didn't make it.

17
18 Commissioner Miller said he was supposed to attend CALNO. He went to Sanford but
19 the meeting was in Oviedo.

20
21 Commissioner Lucarelli thanked everyone who worked on the project for the CRA. We
22 didn't get 100% of what we wanted but got 90% and the ability to go back and ask for
23 more. She was unable to be there because she had another engagement but did send
24 e-mails and contacted the Commissioners, Tom (Tomerlin), John (Omana), and Brady
25 (Lessard) with CPH. They did a great job presenting. She received a call from Bob
26 Dallari. We got the \$375,000 amount approved with the ability to come back and ask
27 for more should we need it. Staff has been working with DOT to try and resolve as
28 many underground utility issues and things that may muck up the works as we do that
29 project and move forward with it. She said she was very pleased to have finally
30 accomplished something in our little slice of the CRA. Kudos to staff and Jackie (Sova)
31 for their hard work.

32
33 Commissioner Lucarelli said she attended the League of Cities dinner. Last year we
34 gave a first lifetime achievement award to Mayor Land hours before he passed away so
35 they named it the John Land Award. This year that was presented to Congressman
36 Mica for everything he does for the State of Florida as well as the cities.

37
38 Mayor Meador said we had a work session about the CRA and in many ways it is a
39 gateway to the City of Lake Mary and is a gateway to Seminole State College. Now
40 because of the County's investment in what was the Flea World property, Reagan
41 Place, this is almost a gateway to that project. It was very disturbing in that the original
42 report had that we would receive no funding. To stop and think where we are right now
43 is a testament to persistence and Commissioner Lucarelli was diligent during that entire
44 process. She always represented us most effectively and commended her for that.

45
46 Deputy Mayor Duryea welcomed back the City Manager.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

13. City Attorney's Report

Ms. Reischmann said she wanted to bring up the Florida Supreme Court decision that was in the newspaper about the Public Records Act where there was a split in the appellate courts about how the attorneys' fees would be awarded if a government did everything right but made a reasonable mistake and whether attorneys' fees would still be awarded against them and the Florida Supreme Court said yes. They emphasized that access to public records is the lynchpin of our system and it's a constitutional right so we have to read the law very narrowly. Everybody is going to get attorneys' fees if that ends up prevailing in the lawsuit regardless of the reason why. That's the new law.

Ms. Reischmann said the worker's comp is going to go up because the statute that limited attorneys' fees was overturned. Things are going to change in that world rapidly. A whole lot of attorneys left that area of law because it was no longer lucrative and now they are going to come swarming back.

Mayor Mealar said to the gentleman that is working on his Eagle Scout award that is a remarkable accomplishment. In Lake Mary we were very fortunate in that one of the citizens that came here in 1925 was in the first Boy Scout troop in America, Troop 1 out of Jacksonville, Florida, and his picture appears in the Lake Mary Museum.

14. Adjournment

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

David J. Mealar, Mayor

Mary Campbell, Deputy City Clerk

ATTEST:

Carol A. Foster, City Clerk



MEMORANDUM

DATE: May 19, 2016

TO: Mayor and City Commission

FROM: Frank Cornier, Fire Chief

VIA: Jackie Sova, City Manager

SUBJECT: Presentation of leather helmets in recognition of 10 years of service - Lake Mary Fire Department

Background

On November 28, 2015, the following personnel completed ten (10) years of service with the City of Lake Mary Fire Department:

- Donnie Mathis, Firefighter/Paramedic
- Brandon Zumbrum, Firefighter/Paramedic
- Jason Roberts, Firefighter/EMT
- Kyle Fuller, Firefighter/EMT

These members have been dedicated employees and are in good standing with the department. They have all been recognized by their supervisors and peers for various accomplishments throughout their careers.

Please note: Delay of recognition due to backorder of leather helmets from vendor.

Requested Action:

Present the above-referenced members with leather fire helmets representing their ten years of dedicated service with the City of Lake Mary Fire Department.



MEMORANDUM

DATE: May 19, 2016

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1541 - Providing for bear-proof commercial containers and carts for collection services and establishing a service fee for those services in the West Seminole County Urban Bear Management Area (WSCUBMA) - Second Reading (Public Hearing) (Dianne Holloway, Finance Director)

DISCUSSION: In November of 2014, the City Commission approved and adopted the Franchise Agreement for Solid Waste Collection Services with Waste Pro of Florida, Inc. (Franchise Agreement) with a March 1, 2015, implementation date.

Recently, the Seminole County Board of County Commissioners adopted a new chapter dealing with Urban Bear Management which focuses on the elimination of bear attractants with designated Urban Bear Management. Refuse management standards have been created for residential and commercial properties in both the unincorporated and incorporated areas of the County.

The City will need to abide by these refuse management standards for properties located in the West Seminole County Urban Bear Management Area (WSCUBMA) within the City limits located west of I-4 by making available bear-proof refuse containers to both residential and commercial properties. The WSCUBMA east of I-4 has been defined as the "Caution Zone" and will be reviewed in the future to determine what standards, if any, may be necessary.

Through the Franchise Agreement, the City currently provides solid waste collection services to approximately twenty-seven (27) commercial customers on the west side of I-4. There are no residential properties within the City limits west of I-4. Article 8 of the

current Franchise Agreement does provide bear-proof garbage carts to residents at the request of the City, however, it does not provide for commercial bear-proof containers. Therefore, an amendment to the Franchise Agreement is necessary.

Commercial bear-proof containers are available in four (4), six (6), and eight (8) yard sizes. Because bear-proof containers are not available in a two (2) yard, staff will need to work with four (4) commercial customers to either change to a larger container or a commercial garbage cart. Waste Pro will be able to provide all of the containers that are needed. Bear-proof containers are more expensive due to the metal lids and locking mechanisms. They will also need to be swapped out more frequently due to the wear and tear on the locking mechanisms. Therefore, Waste Pro is asking for a Service Fee of \$32.50 per month per container in addition to the current monthly rate for collection and disposal fees. If a commercial account would like to downsize to a bear-proof commercial garbage cart, utilization permitting, the Service Fee will be an additional \$12.50 per month. These fees would be passed through to the customer.

To adopt these changes, we will need to first amend the Franchise Agreement to 1) add Section 8.2.5 providing for bear-proof containers and establishing Service Fees for those containers; 2) amend Section 13.2.4 to include Section 8.2.5 to the compensation provisions of the Franchise Agreement; and 3) amend Exhibit 1 Service Fees to incorporate the commercial customer service fees for the solid waste collection services in the WSCUBMA. Once the amendments have been approved, it will be necessary to bring forth a resolution to add the service fees to the Solid Waste Collection Rate Schedule.

RECOMMENDATION: The City Commission adopt Ordinance No. 1541 amending the Franchise Agreement with Waste Pro of Florida, Inc. and authorize the City Manager to execute the amended agreement.

ORDINANCE NO. 1541

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING ORDINANCE NO. 1519, THE FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICES WITH WASTE PRO OF FLORIDA, INC., ARTICLE 8 CONTAINERS, TO ADD SECTION 8.2.5 PROVIDING FOR BEAR-PROOF COMMERCIAL CONTAINERS AND CARTS FOR COLLECTION SERVICES AND TO ESTABLISH A SERVICE FEE FOR THOSE SERVICES IN THE WEST SEMINOLE COUNTY URBAN BEAR MANAGEMENT AREA (WSCUBMA); AMENDING ARTICLE 13.2 COMPENSATION, SECTION 13.2.4.C TO INCLUDE SECTION 8.2.5; AMENDING EXHIBIT 1 SERVICE RATES TO INCLUDE SERVICE FEES FOR COMMERCIAL COLLECTION OF BEAR-PROOF CONTAINERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 6, 2014, the City Commission adopted Ordinance No. 1519, approving and adopting the Franchise Agreement for Solid Waste Collection Services with Waste Pro of Florida, Inc. "Franchise Agreement"; and

WHEREAS, on December 8, 2015, the Seminole County Board of County Commissioners amended County Code to include Chapter 258, a new chapter dealing with Urban Bear Management which focuses on the elimination of bear attractants within designated Urban Bear Management Areas; and

WHEREAS, on February 23, 2016, the Seminole County Board of County Commissioners amended Chapter 258 Urban Bear Management to add the term "Caution Zone" to identify the portion of the WSCUBMA located east of I-4 and establishing a review date and determinants for the application of bear management practices within the caution zone; and

WHEREAS, compliance with the requirement to secure refuse and other bear attractants for properties located within the WSCUBMA located west of I-4 became effective on March 24, 2016, for residential properties and on April 23, 2016, for commercial properties; and

WHEREAS, it is the desire of the City to amend the Franchise Agreement to provide for bear-proof commercial containers and establish service fees for solid waste collection services of bear-proof commercial containers; and

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

Section 1. Article 8 Containers, of the Franchise Agreement is hereby amended as indicated in Exhibit "A" attached hereto and made a part hereof to add Section 8.2.5 to provide bear-proof commercial containers and service fees for solid waste collection services.

Section 2. Article 13 Compensation, Section 13.2.4 of the Franchise Agreement is hereby amended as indicated in Exhibit "B" attached hereto and made a part hereof to add Section 8.2.5 to remit payment to Franchise Collector for costs and service fees associated with bear-proof carts.

Section 3. Exhibit 1 of the Franchise Agreement is hereby amended as indicated in Exhibit "C" attached hereto and made a part hereof to establish Commercial Customer Service Fees for the Solid Waste Collection Services in the WSCUBMA.

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

Section 6. Effective Date: This Ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED THIS 19th day of May 2016.

FIRST READING: May 5, 2016

SECOND READING: May 19, 2016

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

EXHIBIT A

to, being rust and damage free, freshly painted, and in good working order. Final determination of new, or like new, condition will be made by the City. Any Container not meeting the specification provided will be subject to replacement at the City's discretion. The City intends to conduct audits of Commercial Containers as necessary, Specifications provided in Exhibit 4. The initial distribution of Containers and distribution to any new Commercial Customer shall include an information brochure as specified in Article 12.1.2.

- 8.2.2 Ownership of Containers utilized for Commercial Collection Service shall rest with Franchise Collector at all times during the Agreement. Ownership of all Commercial Garbage Carts shall rest with Franchise Collector until expiration or termination of this Agreement, at which point ownership shall rest with the City.
- 8.2.3 All Franchise Collector-provided Containers shall have Franchise Collector's name and phone number clearly displayed. Containers shall be rust-free, have drain plugs installed to retain storm water and prevent leaching, and have lids in proper, safe working condition.
- 8.2.4 Franchise Collector shall maintain Containers so they are clean and free from offensive odors. Upon request, Franchise Collector shall deodorize, wash-out, paint, or switch-out Containers as needed.
- 8.2.5 Upon request by the City, the Franchise Collector shall provide bear-proof Containers and Commercial Garbage Carts. Bear-proof carts shall have same markings as regular containers and carts unless otherwise approved by the City Representative. Service fees for Containers will be \$32.50 per month and bear-proof Commercial Garbage Carts will be \$12.50 per month, reflecting the cost, delivery and service of the bear-proof Container/Carts. The City shall be responsible for the billing and receipt of said fees, and shall remit payment to the Franchise Collector as specified in Article 13.2.4.

8.3 Container, Storage, Repair, and Replacement

- 8.3.1 Franchise Collector shall be responsible for the provision and storage of an adequate supply of Containers, including Garbage Carts and Recycling Carts, for Collection Services pursuant to this Agreement. Franchise Collector shall hold the City harmless for any liabilities arising out of the use thereof to the full extent described in Section 17.2.1. Containers shall be stored locally or within a reasonable distance to ensure timely delivery.
- 8.3.2 Franchise Collector shall inspect Containers on a regular basis and shall maintain them in proper operating condition. Any Container not meeting the specifications as provided in this Agreement shall be subject to repair or replacement.
- 8.3.3 Franchise Collector shall bear the cost of repairing or replacing all Carts, including RFID technology maintenance, and Containers. All final decisions regarding the condition or replacement of Containers will be made by the City Representative.
- 8.3.4 Franchise Collector shall not remove any Container without prior notification to the Customer. Franchise Collector shall provide, repair, replace, or exchange Containers within five (5) business days of request.
- 8.3.5 Franchise Collector shall report, on a monthly basis, Residential Cart and Container repair, replacement, and exchange services performed and date completed as specified in Articles 10.2.3 and 11.2.2 herein.

EXHIBIT B

for this service at the rate so established less the current franchise fee for commercial service. Rates will be verified by submitting three (3) months prior invoices from the previous collection service provider. Beginning the thirteenth (13th) month following annexation, the rate will revert to the City of Lake Mary service rates in effect at that time, or service rates will be as provided by Section 171.062, Florida Statutes.

13.2 Collection Service Billing and Payment

- 13.2.1 The policy of the City of Lake Mary is to make payments in accordance with the Local Government Prompt Payment Act, Section 218 and Part VII, Florida Statutes. Payment shall be made by the City as specified herein.
- 13.2.2 The City will bill and collect payment from Residential Customers and Commercial Customers, excluding compactor and roll-off services.
- 13.2.3 Franchise Collector will bill and collect payment for the following:
- a. Commercial compactor and roll-off services, including administrative fees specified in Article 13.1.3 herein and actual disposal fees.
 - b. Recyclables collection service provided to Commercial Customers.
- 13.2.4 Within 30 days of the end of each month, the City shall remit payment to Franchise Collector for the following:
- a. Residential Collection Services performed during that month based on the number of Residences billed, including Special Services.
 - b. Commercial Collection Services performed during that month based on the services billed, excluding commercial services billed by the Franchise Collector.
 - c. Costs and service fees associated with bear-proof carts as specified in Article 8.1.5. and 8.2.5.
- 13.2.5 Within 30 days of the end of each month, Franchise Collector shall remit payment to the City for the following:
- a. Administrative fees due to the City for commercial compactor and roll-off service provided during that month.
 - b. Recycling Revenue for that month as specified in Article 13.4.
- 13.2.6 Franchise Collector is responsible for remitting all disposal fees to the Designated Facility for Solid Waste, Bulk Waste, and Yard Trash collected pursuant to this Agreement in a timely manner.

13.3 Change in Law

- 13.3.1 Franchise Collector may petition the City to adjust Franchise Collector's rates based on unusual and unanticipated increases in the cost of doing business caused by or arising from change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefore. The City shall be entitled to audit Franchise Collector's financial and operational records directly related to Franchise Collector's request in order to verify the increase in costs and the reasons therefore.
- 13.3.2 "Change in Law" means (i) the adoption, promulgation, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the date of this Agreement; or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements affecting Franchise Collector's operation under this Agreement more burdensome than the requirements that are applicable to Franchise Collector and in effect as of the Effective Date of this Agreement.

EXHIBIT 1 SERVICE RATES

| Residential Collection Rate | | |
|-----------------------------|--------------|-------|
| City | | 18.00 |
| | Total | 13.96 |
| Waste Pro | Collection | 10.75 |
| | Disposal | 3.21 |

Service level 1 garbage/1 recycling/1 yard waste/week

| Residential Rear-Door (Door-side) | | |
|-----------------------------------|--------------|-------|
| City | | 24.00 |
| | Total | 13.96 |
| Waste Pro | Collection | 10.75 |
| | Disposal | 3.21 |

| The Forest Club | | |
|-----------------|--------------|---------------|
| City | | 3,840.51 |
| | Total | 2,910.90 |
| Waste Pro | Collection | incl.in total |
| | Disposal | incl.in total |

| Smathers/Anderson - per Section 5.2.3 residential dumpster | | |
|--|--------------|---------------|
| City | | 77.31 |
| | Total | 58.76 |
| Waste Pro | Collection | incl.in total |
| | Disposal | incl.in total |

| Residential Special Service | | | |
|-----------------------------|-------------------------|------------|------------|
| | Clean-Up per Cubic Yard | Yard Trash | Bulk Waste |
| City | | 20.00 | 20.00 |
| | Total | 16.76 | 16.76 |
| Waste Pro | Collection | 13.44 | 11.78 |
| | Disposal | 3.32 | 4.98 |

Weekly Pickup Frequency for Commercial Container Service

| City | Container Size | Weekly Pickup Frequency | | | | | | | Extra PickUp | |
|-----------|----------------|-------------------------|-----------|-----------|-----------|-----------|-------------|-------------|--------------|----------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | |
| City | 96 gal (HAP) | \$ 32.62 | n/a | n/a | n/a | n/a | n/a | n/a | n/a | |
| | | \$ 28.08 | | | | | | | | |
| | | \$ 25.01 | | | | | | | | |
| Waste Pro | 96 gal (HAP) | \$ 3.07 | | | | | | | | |
| | | \$ 67.73 | \$ 111.83 | \$ 155.82 | \$ 199.92 | \$ 243.92 | \$ 288.02 | \$ 332.01 | \$ 40.00 | |
| | | \$ 48.37 | \$ 90.98 | \$ 127.83 | \$ 173.90 | \$ 209.59 | \$ 238.38 | \$ 254.51 | \$ 19.94 | |
| Waste Pro | 2 Yard | \$ 35.47 | \$ 65.17 | \$ 89.12 | \$ 122.29 | \$ 145.07 | \$ 160.96 | \$ 164.19 | \$ 16.96 | |
| | | \$ 12.90 | \$ 25.81 | \$ 38.71 | \$ 51.61 | \$ 64.52 | \$ 77.42 | \$ 90.32 | \$ 2.98 | |
| | | \$ 92.72 | n/a | n/a | n/a | n/a | n/a | n/a | n/a | \$ 40.00 |
| City | 3 Yard* | \$ 69.10 | n/a | n/a | n/a | n/a | n/a | n/a | n/a | \$ 21.57 |
| | | \$ 49.74 | | | | | | | | \$ 17.10 |
| | | \$ 19.36 | | | | | | | | \$ 4.47 |
| Waste Pro | 3 Yard* | \$ 118.44 | \$ 206.54 | \$ 294.63 | \$ 382.73 | \$ 470.82 | \$ 558.92 | \$ 647.01 | \$ 40.00 | |
| | | \$ 89.82 | \$ 170.43 | \$ 224.57 | \$ 299.41 | \$ 358.15 | \$ 443.37 | \$ 495.18 | \$ 23.19 | |
| | | \$ 64.01 | \$ 118.82 | \$ 147.15 | \$ 196.18 | \$ 229.12 | \$ 288.53 | \$ 314.53 | \$ 17.23 | |
| City | 4 Yard | \$ 25.81 | \$ 51.61 | \$ 77.42 | \$ 103.23 | \$ 129.03 | \$ 154.84 | \$ 180.65 | \$ 5.96 | |
| | | \$ 162.34 | \$ 292.68 | \$ 423.02 | \$ 553.37 | \$ 683.61 | \$ 813.95 | \$ 944.30 | \$ 40.00 | |
| | | \$ 125.10 | \$ 223.66 | \$ 322.23 | \$ 432.13 | \$ 522.41 | \$ 620.14 | \$ 721.19 | \$ 26.45 | |
| Waste Pro | 4 Yard | \$ 86.39 | \$ 146.24 | \$ 206.10 | \$ 277.29 | \$ 328.86 | \$ 387.88 | \$ 450.22 | \$ 17.51 | |
| | | \$ 38.71 | \$ 77.42 | \$ 116.13 | \$ 154.84 | \$ 193.55 | \$ 232.26 | \$ 270.97 | \$ 8.94 | |
| | | \$ 208.72 | \$ 382.44 | \$ 556.27 | \$ 729.99 | \$ 903.72 | \$ 1,077.44 | \$ 1,269.03 | \$ 40.00 | |
| City | 6 Yard | \$ 162.39 | \$ 291.58 | \$ 420.80 | \$ 558.02 | \$ 690.82 | \$ 821.97 | \$ 954.76 | \$ 29.70 | |
| | | \$ 110.78 | \$ 188.35 | \$ 265.96 | \$ 351.57 | \$ 432.75 | \$ 512.29 | \$ 593.46 | \$ 17.78 | |
| | | \$ 51.61 | \$ 103.23 | \$ 154.84 | \$ 206.45 | \$ 258.07 | \$ 309.68 | \$ 361.30 | \$ 11.92 | |
| Waste Pro | 6 Yard | \$ 208.72 | \$ 382.44 | \$ 556.27 | \$ 729.99 | \$ 903.72 | \$ 1,077.44 | \$ 1,269.03 | \$ 40.00 | |
| | | \$ 162.39 | \$ 291.58 | \$ 420.80 | \$ 558.02 | \$ 690.82 | \$ 821.97 | \$ 954.76 | \$ 29.70 | |
| | | \$ 110.78 | \$ 188.35 | \$ 265.96 | \$ 351.57 | \$ 432.75 | \$ 512.29 | \$ 593.46 | \$ 17.78 | |
| City | 8 Yard | \$ 51.61 | \$ 103.23 | \$ 154.84 | \$ 206.45 | \$ 258.07 | \$ 309.68 | \$ 361.30 | \$ 11.92 | |
| | | \$ 208.72 | \$ 382.44 | \$ 556.27 | \$ 729.99 | \$ 903.72 | \$ 1,077.44 | \$ 1,269.03 | \$ 40.00 | |
| | | \$ 162.39 | \$ 291.58 | \$ 420.80 | \$ 558.02 | \$ 690.82 | \$ 821.97 | \$ 954.76 | \$ 29.70 | |
| Waste Pro | 8 Yard | \$ 110.78 | \$ 188.35 | \$ 265.96 | \$ 351.57 | \$ 432.75 | \$ 512.29 | \$ 593.46 | \$ 17.78 | |
| | | \$ 51.61 | \$ 103.23 | \$ 154.84 | \$ 206.45 | \$ 258.07 | \$ 309.68 | \$ 361.30 | \$ 11.92 | |

*Service no longer offered

| Effective May 19, 2016 | Unit | Frequency | Rate |
|------------------------------------|---------------|-----------|----------|
| Bear-Proof Container Surcharge | per dumpster | per month | \$ 32.50 |
| (containers provided by Waste Pro) | (HAP) service | per month | \$ 12.50 |

| COMMERCIAL SERVICE - Compactors and Roll-Offs (1) | | |
|---|--|------------------|
| Container Size | Container Rental & Maintenance per month | Fee per Pull (2) |
| 20 cy Compactor | \$375.00 | \$183.00 |
| 30 cy Compactor | \$375.00 | \$183.00 |
| 34 cy Compactor | \$375.00 | \$183.00 |
| 35 cy Compactor | \$375.00 | \$183.00 |
| 40 cy Compactor | \$375.00 | \$183.00 |
| 20 cy Roll Off | \$0.00 | \$183.00 |
| 30 cy Roll Off | \$0.00 | \$183.00 |
| 40 cy Roll Off | \$0.00 | \$183.00 |

- (1) Waste Pro will invoice customers directly for these services.
- (2) In addition to these rates for compactors and roll-offs, Waste Pro shall include an administrative fee of \$20 per pull and remit to the City Monthly.



MEMORANDUM

DATE: May 19, 2016

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 981 - Establishing customer charges for solid waste collection of commercial bear-proof containers, commercial garbage carts and courtesy service of commercial garbage carts

DISCUSSION: Chapter 91 Health and Public Safety, Sections 91.30 through 91.47 of the Code of Ordinances are the Solid Waste Collection regulations of the City. Section 91.45 provides that the City Commission, by resolution, may establish and change, from time to time, a rate schedule to include deposits. Ordinance No. 1541 adopted earlier this evening, amended the Franchise Agreement for Solid Waste Collection Services with Waste Pro of Florida, Inc. to provide bear-proof commercial containers and establish service fees for solid waste collection services of bear-proof commercial containers. The last step in this process is to adopt the customer service fees to enable the pass through of these fees to commercial customers.

To better meet the needs of our community, staff is also requesting to establish a Courtesy Service Rate for commercial garbage carts. This service is commonly referred to as door service which entails the franchise collector to enter a designated area of a customer's property, bring the garbage carts to the street for servicing and once serviced, return carts to their designated area. We currently have a provision for residential carts, but do not have a provision for commercial garbage carts.

RECOMMENDATION: Request Commission adopt Resolution No. 981 Establishing Customer Charges for Solid Waste Collection of Commercial Bear-Proof Containers, Commercial Garbage Carts and Courtesy Service of Commercial Garbage Carts.

RESOLUTION NO. 981

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, ESTABLISHING CUSTOMER CHARGES FOR SOLID WASTE COLLECTION OF COMMERCIAL BEAR-PROOF CONTAINERS AND COMMERCIAL GARBAGE CARTS; ESTABLISHING A COURTESY FEE FOR COMMERCIAL GARBAGE CART CUSTOMERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 6, 2014, the City Commission adopted Ordinance No. 1519, approving and adopting a Franchise Agreement with Waste Pro of Florida, Inc. (Franchise Agreement); and

WHEREAS, on May 19, 2016, the City Commission adopted Ordinance No. 1541 amending the Franchise Agreement to provide bear-proof commercial containers and commercial carts and establish service fees for solid waste collection services of bear-proof commercial containers and commercial garbage carts; and

WHEREAS, to better meet the needs of the community, it is also the desire of the City to establish customer charges for Courtesy Service of commercial garbage cart solid waste collection; and

WHEREAS, Ordinance No. 1523, Section 91.45 provides that the City Commission by resolution, may establish and change, from time to time, a rate schedule to include deposits.

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

Section 1. Ordinance No. 1523, Section 91.45 Rate Schedule is amended as indicated in Exhibit "A" attached hereto and made a part hereof:

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

PASSED AND ADOPTED THIS 19th day of May 2016.

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

EXHIBIT A SERVICE RATES

**City of Lake Mary Solid Waste Collection Program
Residential and Commercial Rate Schedule**

Residential Collection Service: (Service Level: 1 garbage & recycling and 1 yard trash & bulk per week)

| Service Category | Unit | Frequency | Rate |
|---|------------------|-----------|-------------|
| Curbside Pickup | per household | per month | \$ 18.00 |
| Courtesy Service (Door) additional charge | per household | per month | \$ 6.00 |
| The Forest | Association rate | per month | \$ 3,840.51 |
| Smathers/Anderson | per household | per month | \$ 15.46 |
| Special Service Fee | per cubic yard | as needed | \$ 20.00 |

Commercial Collection Service:

| Container Size | Weekly Pickup Frequency for Commercial Container Service | | | | | | | Extra PickUp |
|----------------|--|-----------|-----------|-----------|-----------|-------------|-------------|--------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| 96 gal (HAP) | \$ 32.62 | n/a | n/a | n/a | n/a | n/a | n/a | \$ 40.00 |
| 2 Yard | \$ 67.73 | \$ 111.83 | \$ 155.82 | \$ 199.92 | \$ 243.92 | \$ 288.02 | \$ 332.01 | \$ 40.00 |
| 3 Yard* | \$ 92.72 | n/a | n/a | n/a | n/a | n/a | n/a | \$ 40.00 |
| 4 Yard | \$ 118.44 | \$ 206.54 | \$ 294.63 | \$ 382.73 | \$ 470.82 | \$ 558.92 | \$ 647.01 | \$ 40.00 |
| 6 Yard | \$ 162.34 | \$ 292.68 | \$ 423.02 | \$ 553.37 | \$ 683.61 | \$ 813.95 | \$ 944.30 | \$ 40.00 |
| 8 Yard | \$ 208.72 | \$ 382.44 | \$ 556.27 | \$ 729.99 | \$ 903.72 | \$ 1,077.44 | \$ 1,269.03 | \$ 40.00 |

*Service no longer offered

| Effective May 19, 2016 | Unit | Frequency | Rate |
|--|-----------------------------------|-----------|----------------------|
| 96 gal (HAP) Courtesy Service | per cart | per month | \$ 6.00 |
| Bear-Proof Container Surcharge (containers provided by Waste Pro) | per dumpster per (HAP) service | per month | \$ 32.50 \$ 12.50 |

COMMERCIAL SERVICE - Compactors and Roll-Offs (1)

| Container Size | Container Rental & Maintenance per month | Fee per Pull (2) |
|-----------------|--|------------------|
| 20 cy Compactor | \$375.00 | \$183.00 |
| 30 cy Compactor | \$375.00 | \$183.00 |
| 34 cy Compactor | \$375.00 | \$183.00 |
| 35 cy Compactor | \$375.00 | \$183.00 |
| 40 cy Compactor | \$375.00 | \$183.00 |
| 20 cy Roll Off | \$0.00 | \$183.00 |
| 30 cy Roll Off | \$0.00 | \$183.00 |
| 40 cy Roll Off | \$0.00 | \$183.00 |

(1) Waste Pro will invoice customers directly for these services.

(2) In addition to these rates for compactors and roll-offs, Waste Pro shall include an administrative fee of \$20 per pull and remit to the City Monthly.

Residential Deposit:

| | |
|-----------------------------|---|
| Water and/or Sewer Customer | Included in Water and /or Sewer Deposit |
| Garbage Only Customer | \$ 40.00 |

Commercial Deposit:

Greater of two times the projected monthly billing or minimum of \$100 as determined by the City Manager or designee.



MEMORANDUM

DATE: May 19, 2016

TO: Mayor and City Commission

FROM: Tom Tomerlin, Economic Development Manager

VIA: Jackie Sova, City Manager

SUBJECT: Weldon Boulevard Streetscape Project - Agreement between the US 17-92 Community Redevelopment Agency and the City of Lake Mary (Tom Tomerlin, Economic Development Director)

BACKGROUND:

The City of Lake Mary has been advancing a streetscape/gateway project through the US 17-92 Community Redevelopment Agency (CRA) over the past year. The City Commission provided feedback on a preferred design at a work session on November 5, 2015. Formal review of the project commenced at that point involving two recommending boards followed by a final decision by the CRA. On April 26, 2016, the Community Redevelopment Agency ruled in favor of the project with a funding level of \$355,470.33. The attached agreement spells out the terms of the grant with a termination date extending two years from execution. The grant operates as a reimbursement for all design, engineering, and construction of the streetscape project.

The CRA indicated a willingness to consider contingency or other cost overruns should that occur at a future date. The City's Public Works Department is in the process of budgeting the item for next fiscal year, and staff believes all project work can be accomplished within the two year time frame.

RECOMMENDATION:

Request Commission authorize Mayor to execute the attached agreement for the Weldon Boulevard Streetscape project.

ATTACHMENTS:

- Weldon Boulevard Streetscape Project Agreement
- Project Overview Sheets

**WELDON BOULEVARD STREETSCAPE PROJECT
CITY OF LAKE MARY/US 17-92 CRA**

THIS AGREEMENT is made and executed this ____ day of _____, 20 ____, by and between the **US 17-92 COMMUNITY REDEVELOPMENT AGENCY**, whose address is 1101 East 1st Street, Sanford, Florida, 32771 (hereinafter referred to as the “CRA”), and **CITY OF LAKE MARY**, whose mailing address is 100 North Country Club Road, Lake Mary, Florida 32746 (hereinafter referred to as the “CITY”), for the purpose of facilitating CITY’s and CRA’s Florida Avenue Streetscape Project.

W I T N E S S E T H:

WHEREAS, CRA and CITY mutually desire to enter into a cooperative venture to design a streetscape beautification project along Weldon Boulevard in Lake Mary; and

WHEREAS, CITY will coordinate the design for the Weldon Boulevard streetscape beautification project with the CRA; and

WHEREAS, CRA and CITY have each agreed to mutual obligations to make the design of the Weldon Boulevard streetscape beautification project a reality, and each agrees that the covenants of this Agreement represent the most practical, economic, and beneficial means to accomplish the parties objectives; and

WHEREAS, both parties hereby represent, each to the other, that they are legally empowered to enter into this Agreement and have done all steps necessary and incidental to the execution of this Agreement; and

WHEREAS, this Agreement is authorized under the provisions of Chapter 163, Florida Statutes (2015), which authorizes the exercise by Agreement of two (2) or more public agencies of any power common to them,

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and form a material part of this Agreement upon which the parties have relied and are hereby incorporated herein by reference.

Section 2. Purpose. The purpose of this Agreement is to set forth the terms and conditions associated with parties' joint responsibilities for completion of the design, engineering, and construction of the Weldon Boulevard streetscape beautification Project ("the Project").

Section 3. Term. The initial term of this Agreement begins upon execution of this Agreement by the parties and remains in effect for a period of two (2) years or until terminated by either party after first giving thirty (30) days written notice.

Section 4. CITY's Responsibilities. CITY is responsible for:

- (a) Managing and hiring all consultants, engineers, design, and construction professionals involved in the Project.
- (b) Ensuring specification of Florida Friendly plant materials within the design.
- (c) Paying any and all design, engineering, and construction cost overruns beyond the CRA contribution approved herein.
- (d) Coordinating the design and construction of the Weldon Boulevard streetscape with the CRA.

Section 5. CRA's Responsibilities.

(a) CRA shall reimburse CITY for the design, engineering, and construction of the work as outlined in Exhibit A. Payment will not exceed THREE HUNDRED FIFTY-FIVE THOUSAND FOUR HUNDRED SEVENTY AND 33/100 DOLLARS (\$355,470.33).

(b) Final reimbursement will be released when the Project is deemed completed by CRA. CITY shall submit all receipts and lien releases, if required, for all work completed when seeking final reimbursement.

Section 6. Notices.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it is changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CRA:

CRA Manager
Seminole County
1101 East First Street
Sanford, Florida 32771

With a copy to:

County Manager
County Services Building
1101 East First Street
Sanford, Florida 32771

For CITY:

City Manager
City of Lake Mary
100 North Country Club Road
Lake Mary, Florida 32746

(b) The parties may effect changes or substitution to the names and addresses of the contact persons, addressee or both by written notice to the other party, which notice may also be sent via facsimile transmission or electronic transmission, provided that a record of such communications is maintained by both parties.

Section 7. Termination. Anything else in this Agreement to the contrary notwithstanding, this Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party.

Section 8. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

Section 9. Indemnification.

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

(b) The parties further agree that nothing contained herein may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of CRA and CITY beyond the waiver provided for in Section 768.28, Florida Statutes (2015), as this statute may be amended from time to time.

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

Section 10. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting CITY, including its officers, employees, and

agents, the agent, representative, or employee of CRA for any purpose, or in any manner, whatsoever. The parties are to be and shall remain independent contractors with respect to all services performed under this Agreement.

Section 11. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action will accrue under or by reason hereof to or for the benefit of any third party not a formal party hereto.

Section 12. Equal Opportunity Employment. The parties agree that they shall not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 13. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 14. Force Majeure. In the event any party hereunder fails to satisfy in a timely manner any requirements imposed by this Agreement due to a hurricane, flood, tornado, or other act of God or force majeure, then this party will not be in default of this Agreement, provided that the party recommences performance when the event has ceased its effect.

Section 15. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 16. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared severable.

Section 17. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

Section 18. Public Records. Each party shall allow public access to all documents, papers, letters, or other materials which have been made or received in conjunction with this Agreement in accordance with Chapter 119, Florida Statutes (2015), as this statute may be amended from time to time.

Section 19. Records and Audits. The parties agree to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection.

Section 20. Conflicts of Interest.

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

violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2015), as this statute may be amended from time to time, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (defined as over 5 percent) in Section 112.312(15), Florida Statutes (2015), as this statute may be amended from time to time, either directly or indirectly, in the business of the party to be conducted hereunder; that no such person may have any such interest at any time during the term of this Agreement; and that no person may use any monies derived under this Agreement for lobbying the legislature in contravention of Section 216.347, Florida Statutes (2015), as this statute may be amended from time to time. The occurrence of an event of ethics violation as envisioned herein will be grounds for unilateral termination of this Agreement by the non-offending party.

Section 21. Compliance with Laws and Regulations. In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the acts contemplated to be performed herein, including those now in effect and hereafter adopted. Any material violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

Section 22. Dispute Resolution. CRA and CITY agree to follow and comply with any dispute resolution agreement between the parties and the provisions of Chapter 164, Florida Statutes (2015), as this statute may be amended from time to time, for any dispute arising from or relating to this Agreement.

Section 23. Construction of Agreement. This Agreement may not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the parties, it being recognized that each of the parties have contributed substantially and materially to the preparation hereof.

Section 24. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and do not affect the construction or interpretation hereof.

Section 25. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. This Agreement binds the parties, their assigns, and successors in interest.

Section 26. Exhibits. Exhibits to this Agreement, if any, are deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

[Balance of this page left intentionally blank; signatures on following page]

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

ATTEST:

CITY OF LAKE MARY

CAROL A. FOSTER, City Clerk

By: _____
DAVID J. MEALOR, Mayor

Date: _____

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

CATHERINE REISCHMANN
City Attorney

ATTEST:

US 17-92 COMMUNITY
REDEVELOPMENT AGENCY

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

By: _____
JOHN HORAN, Chairman

Date: _____

For the use and reliance of Seminole County only.

As authorized for execution by the US 17-92 CRA at its _____, 20____, regular meeting.

Approved as to form and legal sufficiency.

County Attorney

Attachments:

Exhibit A – Scope of Work

PHC/sjs/lpk
3/4/16 4/27/16
P:\Users\Legal Secretary CSB\Economic Development\CRA\2016\Weldon Blvd Streetscape Project Mar03(16).doc

EXHIBIT A
SCOPE OF WORK

| | |
|---|---------------------|
| Design | \$29,835.00 |
| General Conditions | \$56,000.00 |
| Site Preparation | \$38,073.33 |
| Hardscape Enhancements | \$196,562.00 |
| Landscape and Irrigation (Site Prep Demo) | \$35,000.00 |
| TOTAL | \$355,470.33 |

136

PUBLIX

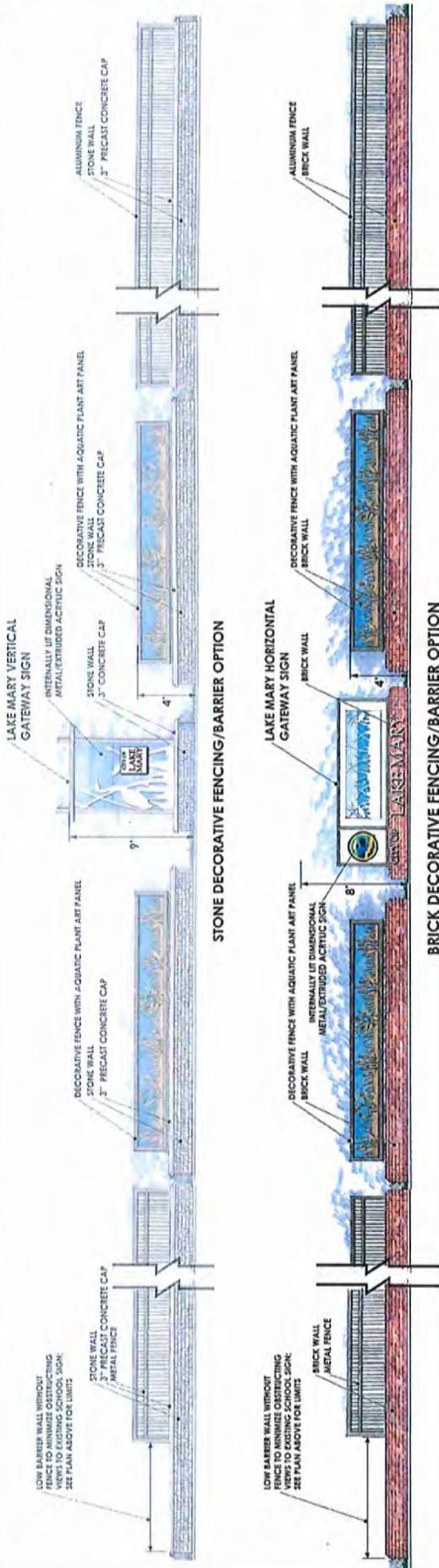
TO SEMINOLE STATE COLLEGE

VICTORIA SQUARE SHOPPING CENTER

SEMINOLE SCIENCE & MATH CHARTER SCHOOL



ENHANCEMENTS IN FRONT OF VICTORIA SQUARE SHOPPING CENTER

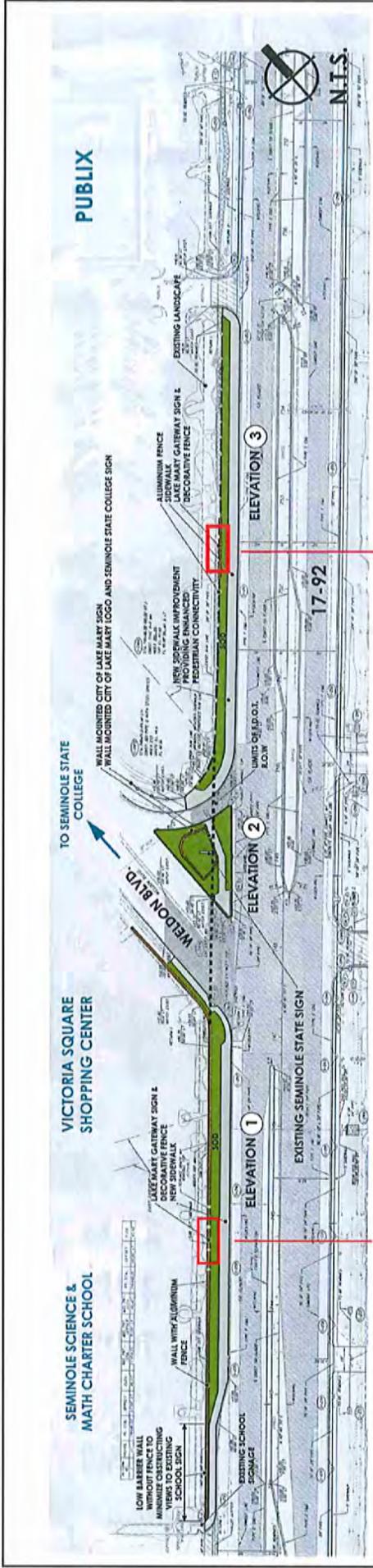




ENHANCEMENTS IN FRONT OF PUBLIX SHOPPING CENTER



ELEVATION 3



U.S 17-92/ WELDON BLVD. STREETSCAPE CONCEPTS
 CRA CAPITAL IMPROVEMENT PLAN

epi 500 WEST FRUITON STREET, SANFORD, FL 32771

CITY OF LAKE MARY



ENHANCEMENTS IN MEDIAN





MEMORANDUM

DATE: May 19, 2016

TO: Mayor and City Commission

FROM: Tom Tomerlin, Economic Development Manager

VIA: Jackie Sova, City Manager

SUBJECT: Uber Pilot Project Agreement between Uber Technologies, Inc., and the City of Lake Mary. Interlocal Agreement between Cities participating in the Uber Pilot Project

BACKGROUND:

On April 7, 2016, the Lake Mary City Commission held a work session to address mobility options. At that work session, the Uber Pilot Project implemented by the City of Altamonte Springs was discussed at length. The City Commission expressed interest and asked staff to bring the pilot project forward for consideration. Since that time, other cities within the region have expressed an interest in participating in the Uber Pilot Project.

DISCUSSION:

Uber and the City of Altamonte Springs have developed a pilot project where the City will integrate Uber's ride-share technology to boost mobility throughout the City. The one-year pilot is intended to boost mobility citywide. This pilot project provides a 20% subsidy on all Uber trips that both begin and end in the City limits. This means that riders will pay less for utilizing Uber within the City. In order to stimulate SunRail usage, all trips that start or end at the City's SunRail station will receive an enhanced subsidy of 25%.

A pilot project program agreement was crafted for the City of Lake Mary, and is attached for your consideration. This agreement is largely modeled after the Altamonte Springs agreement, with two key adjustments related to indemnity. The agreement removes reference to the project as a partnership and also explicitly references sovereign immunity liability limits in accordance with State Statute.

Also attached is an interlocal agreement between all cities that intend to participate in this pilot program, as follows: Altamonte Springs, Maitland, Lake Mary, Longwood, and Sanford. The City of Winter Springs has also expressed an interest. The pilot project will be launched on July 1, 2016, and end on July 5, 2017. The City of Altamonte Springs will revise their existing agreement with Uber in order to have the pilot period coincide with the other cities. The interlocal agreement creates the “Municipal Mobility Working Group” to collectively examine mobility issues and assess pilot project outcomes.

The City of Lake Mary’s financial exposure due to this pilot project cannot be precisely determined. As stated, the program is expected to increase the number of Uber trips occurring in the City. Staff estimates that the financial impact will range from \$4,500 to \$10,000, depending on the degree of influence the subsidy has on consumer behavior.

RECOMMENDATION:

That the Mayor and City Commission approve and execute the Uber Pilot Project Agreement.

That the Mayor and City Commission approve and execute the Interlocal Agreement between pilot project municipalities.

ATTACHMENTS:

- City of Lake Mary – Uber Pilot Project Agreement
- Interlocal Agreement creating the Municipal Mobility Working Group

PILOT PROJECT AGREEMENT COVER SHEET

This Pilot Project Agreement Cover Sheet (“**Cover Sheet**”) is entered into as of _____ (“**Effective Date**”) by and between **UBER TECHNOLOGIES, INC.**, located at 1455 Market Street, Suite 400, San Francisco, CA 94103 (“**Uber**”) and the party listed below (“**City**”).

City Information:

| | |
|---------------|--|
| City Name: | City of Lake Mary |
| City Address: | 100 N. Country Club Rd. Lake Mary, FL 32746 |
| City Contact: | Jackie Sova, City Manager 407-585-1419 jsova@lakemaryfl.com Tom Tomerlin, Economic Development Director 407-585-1426 ttomerlin@lakemaryfl.com |
| Uber Contact: | Christine Mitchell General Manager, Uber Orlando cmitchell@uber.com |

This Cover Sheet sets forth the terms and conditions of certain promotional and marketing activities to be undertaken by each party (the “**Pilot Project**”). In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to this Cover Sheet.

Pilot Project Details:

| | |
|-------------------------|---|
| Pilot Project Overview: | <p>Whereas:</p> <ul style="list-style-type: none"> • City has long recognized the need for a community-wide transit system with regional interconnection; and • City, in furtherance of its recognized transit needs, has oriented the City into activity centers to better enable the massing of development so as to facilitate the provision of transit services; and • Densities achieved through activity center-oriented development combat urban sprawl and thus enable the provision of transit services while preserving open spaces; and • City, recognizing the need for community and business participation in the development and funding of transit services, has provided for such funding by private interests through recorded development agreements providing for and requiring participation in a funding program for mass transportation; and • Active participation of multifamily residential developments and commercial office and retail projects through funding commitments provides a basis and foundation upon which to support the development and operation of a community-oriented transit system; and • City in furtherance of the obvious need for alternatives to roadway interconnection initiated the creation of the region’s first rail authority called Central Florida Commuter Rail Authority (CFCRA) as a State Agency and housed and staffed same in the Altamonte Springs City Hall; and • City has strongly supported the provision of light rail services utilizing the Interstate 4 corridor due to its ability to service existing development corridor along I-4 within Central Florida; and • City has in the absence of the light rail system in the I-4 corridor has cooperated with and participated in the development of SunRail, a commuter rail system utilizing the freight rail tracks of the CSX corridor; and |
|-------------------------|---|

| | |
|---------------------------|---|
| | <ul style="list-style-type: none"> • City, in support of the SunRail system, called for and actively supported the development of a localized feeder FlexBus system servicing the SunRail stops within the system in partnership with the United States Department of Transportation, the Federal Transit Administration, the Federal Highway Administration and the Florida Department of Transportation; and • The Central Florida Regional Transportation Authority (LYNX), having been provided Federal, State, local and private funding commitments did not implement FlexBus in revenue service; and • A localized transit feeder system is essential to the SunRail system and its absence a direct and proximate cause of a lack of ridership on SunRail; and • The ongoing improvements to I-4 which will continue for several years incentivize the use and confirm the need for east/west intra-city transit services to compliment the intercity service provided by SunRail; and • The inability of the various regional transportation agencies to develop and provide localized transit feeder service in advance of SunRail has jeopardized the success of SunRail; and • City has a long history of public/private relationships in transportation and environmental services; and • City and Uber are entering into the Agreement to set forth the Pilot Project, as described herein. <p>The Pilot Project involves City providing subsidized transportation to Uber users in the Map Area who arrange for transportation for rides that begin and end within the geo-fenced area as set forth on the map attached hereto as <u>Attachment 1</u> (“Map Area”) and as more particularly described below.</p> <p>During the Pilot Project, Uber users in the Map Area will be able to utilize an In-App View through the use of a Promo Code to request an Uber X vehicle, which is driven by a Partner Driver on the Uber platform, to transport the Uber user from a location within the Map Area to a location within the Map Area at a subsidized cost from City.</p> <p>During the Pilot Project, the In-App View will only show the availability of Uber X vehicles in the Map Area twenty-four (24) hours per day, seven (7) days per week (the “Active Hours”).</p> <p>The parties hereby acknowledge and agree that Uber cannot control who accesses the Promo Code and Uber will not be liable for the use of the Promo Code by an unauthorized individual. City understands that it is responsible for the distribution and utilization of the Promo Code, regardless whether such application was authorized between such Uber user and City.</p> <p>Uber shall assure that no ride that does not meet the discounting criteria of the Pilot Project set forth herein shall be billed to the City.</p> |
| Pilot Project Start Date: | July 1, 2016 |
| Pilot Project End Date: | The Pilot Project shall expire on July 5, 2017. |
| Soft Launch | Uber will start a “ Soft Launch ” to test the Pilot Project on June 27, 2016 which shall run until June 30, 2016, after which Uber will determine that all systems and trip identification is accurate. |
| Public Launch | Uber will begin full operational service for the Pilot Project on July 1, 2016. |
| Pilot Project Area: | As shown on <u>Attachment 1</u> attached hereto. |
| City Obligations: | <ul style="list-style-type: none"> • There will be two different types of subsidized trips in connection with the Pilot Project: SunRail Completed Trip and Citywide Completed Trip. <ul style="list-style-type: none"> ○ SUNRAIL COMPLETED TRIP: During the Pilot Project, City agrees to pay 25% of the fee for any rides that (i) are requested and completed through the Uber App using the In-App View and (ii) begin at the City’s SunRail Station and end within |

| | |
|-------------------|--|
| | <p>the area designated as the city wide area within the modified boundary for Uber on the Map Area (“Citywide Map Area”) during the Active Hours <u>or</u> begins inside the Citywide Map Area and ends at the City’s SunRail Station during the Active Hours (each, a “SunRail Completed Trip”). Notwithstanding the foregoing, City shall be responsible for a maximum of 25% of the first \$25.00 (“SunRail Maximum”) per SunRail Completed Trip; if a SunRail Completed Trip cost exceeds the SunRail Maximum, the Uber user who received such ride will be billed for the amount over the SunRail Maximum.</p> <ul style="list-style-type: none"> ○ CITYWIDE COMPLETED TRIP: During the Pilot Project, City agrees to pay 20% of the fee for any rides that (i) are requested and completed through the Uber App using the In-App View and (ii) are not deemed a SunRail Completed Trip and (iii) begin and end within Citywide Map Area during the Active Hours (each, a “Citywide Completed Trip”). Notwithstanding the foregoing, City shall be responsible for a maximum of 20% of the first \$25.00 (“Citywide Maximum”) per Citywide Completed Trip; if a Citywide Completed Trip cost exceeds the Citywide Maximum, the Uber user who received such ride will be billed for the amount over the Citywide Maximum. <ul style="list-style-type: none"> ● SunRail Completed Trips and Citywide Completed Trips are sometimes hereinafter collectively referred to as “Completed Trips”. ● SunRail Maximum and Citywide Maximum are sometimes hereinafter collectively referred to as “Maximum”. ● Within 30 days of a receipt of an invoice from Uber therefor, City shall pay to Uber the aggregate value of all Completed Trips (less amounts above the Maximum billed directly to Uber users as set forth above) (collectively, the “Pilot Project Fees”). In no event will Uber provide City with any personally identifiable information (“PII”) of any individual participating in the Pilot Project. ● City shall not upcharge or increase the actual fare to Uber users from that which is calculated via the Uber App, nor shall City impose additional fees or charges on the Uber user in relation to such Uber user’s use of the Uber App in connection with this Pilot Project. ● Subject to Uber’s prior approval in each instance, which approval shall not be unreasonably withheld, conditioned or delayed, City agrees to market the Pilot Project by: (i) presenting Pilot Project information on City’s website, (ii) sharing Pilot Project information on social media, (iii) engaging citizens and business stakeholders with education emails regarding the Pilot Project, (iv) developing and implementing a press outreach plan to drive publicity for first of its kind Pilot Project, (v) hosting a kick-off event to announce the pilot project, (vi) supporting initiatives to engage citizens with the opportunity to become a Driver Partner, (vii) implementing a highly visual, holistic marketing plan for the Pilot Project including but not limited to signage, print materials, rider pick up/drop off zones, and city banners, and (viii) engaging local businesses with opportunities to interact with Uber on promotional offers such as discounts redeemable by showing an Uber ride receipt at the time of purchase. |
| Uber Obligations: | <ul style="list-style-type: none"> ● Uber agrees to create the In-App View. ● Uber agrees to advertise the Pilot Project to Driver Partners in the Pilot Project Area on an as-needed basis, in Uber’s sole discretion. ● Uber shall provide, at its sole cost and expense, design work (digital and/or print) for the Pilot Project as mutually agreed upon by the parties. Any copy that makes use of Uber’s brand or marks will require Uber’s prior written approval before publication, which approval shall not be unreasonably withheld, conditioned or delayed. ● Uber agrees to co-market the Pilot Project as mutually agreed upon by the parties, using its local, state, and national sources. Any such co-marketing shall be subject to Uber’s prior approval in each instance, which approval shall not be unreasonably withheld, conditioned or delayed. ● Uber agrees to perform, or have a third party perform, background checks on all Driver Partners providing ride-share trips in the Promotion Area at Uber’s sole cost and expense. The background checks will be conducted by a private company accredited by the |

| | |
|---------------------|---|
| | <p>National Association of Professional Background Screeners, and such background checks will include a multi-state/multi-jurisdictional criminal records locator or other similar commercial nationwide database with validation (primary source search, U.S. Department of Justice National Sex Offender Public Website, and a driving history research report). All Driver Partners shall pass background checks prior to providing ride-share trips in the Map Area.</p> |
| <p>Other Terms:</p> | <ul style="list-style-type: none"> • On a monthly basis during the Term of the Agreement, Uber will provide an anonymized report to City detailing the total amount billed to City during the Term of the Agreement, including the following categories of data: (i) date, (ii) total trip count, (iii) average duration, (iv) average distance, (v) aggregate total fares, (vi) aggregate total SunRail Completed Trip fares, (vii) aggregate total Citywide Completed Trip fares and (viii) aggregate Total Pilot Project Fees (collectively, "Trip Data"). All Trip Data provided by Uber to City shall be submitted in a form similar to the letter attached hereto as <u>Attachment 2</u> ("Trip Data Letter") and any such Trip Data (including the Trip Data Letter) are confidential and proprietary trade secret information shall be treated as confidential and exempt from public disclosure pursuant to Fla. Stat. § 815.045. • Upon City's reasonable prior written request, which shall not occur more than twice during the Term of the Pilot Program, Uber shall permit City to request a map displaying rounded latitude/longitude points representing individual pick up and drop off locations for Completed Trips on a single specific date during the Term hereof in a form similar to the scatter chart map attached hereto as <u>Attachment 3</u> ("Audit Data Map"). For the avoidance of doubt, the Audit Data Map shall not disclose any PII of any individual participating in the Pilot Project and shall not show a connection between specific pick up and drop off locations of any Completed Trips. Should any such Audit Data Map disclose a Completed Trip that is outside the scope of the Pilot Project, Uber agrees to remove such invalid Completed Trip from the final invoice. Audit Data Maps contain confidential and proprietary trade secret information shall be treated as confidential and exempt from public disclosure pursuant to Fla. Stat. § 815.045. • Upon the expiration of the Pilot Program, and upon City's reasonable prior written request, Uber shall provide one written certification with respect to the total amount billed to City during the Term, which shall be executed by Uber's head of finance or individual of similar seniority within Uber's organization. • City represents that it is a tax immune sovereignty and exempt from the payment of sales, use and excise taxes. • City is subject to the broad public records laws of the State of Florida. All City contracts are subject to the Public Records Law set forth in Chapter 119 F.S. • The parties agree that certain information disclosed or made available in connection with the Agreement constitutes trade secrets of Uber under Fla. Stat. § 815.045 and such information shall be marked accordingly. • The parties agree that nothing contained in Section 9 of the Pilot Project Terms (as defined below) shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of City or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of City or of the State of Florida beyond the waiver provided in Fla. Stat. § 768.28. • Notwithstanding anything to the contrary contained in Section 7 of the Pilot Project Terms, City may, at its sole discretion, elect to cover its risk, or any portion thereof, through self-insurance. City, as a public body corporate, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by City. As of the date hereof, Uber maintains an insurance policy in the State of Florida ("Florida Insurance Policy") as evidenced by the certificate of insurance ("Florida Insurance Policy COI") attached hereto as <u>Attachment 4</u>. Uber may, in its sole discretion, update the Florida Insurance Policy from time to time. |

| | |
|---------------------|--|
| | <ul style="list-style-type: none"> • Uber considers all Trip Data and Audit Data Maps to constitute trade secrets of Uber and exempt from public disclosure under Fla. Stat. § 815.045. • In the event City receives a Public Record Law request for documents or information considered Confidential and/or Trade Secret by Uber, City agrees to promptly notify Uber of said request and shall not make an immediate disclosure in order to provide Uber with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Uber's Confidential and/or Trade Secret Information. If Uber informs City in writing of its intent to seek a court order barring disclosure, City agrees to withhold requested information as permitted by law. The parties agree that in the event Uber does elect to seek a judicial determination as to whether any information requested pursuant to a public records request received by the City is exempt from disclosure, that Uber shall be solely responsible for seeking said judicial determination at its own cost and expense, and shall reimburse City the actual cost of filing any judicial pleadings necessary to limit City's liability under the Florida Public Records Act. For the avoidance of doubt, City's attorney's fees shall not be covered under any such reimbursement. |
| Fees ¹ : | There are no additional fees for either party under the Agreement except as set forth above. |

This Cover Sheet consists of this Pilot Project Agreement Cover Sheet and Uber's Pilot Project Terms and Conditions ("**Pilot Project Terms**") attached hereto and incorporated into this Cover Sheet by reference. In the event of a conflict between this Cover Sheet and the Pilot Project Terms, this Cover Sheet shall control. An authorized representative of each party has caused this Cover Sheet to be duly executed as of the date set forth below.

UBER

By: _____
Name: _____
Title: _____
Date: _____

CITY

By: _____
Name: _____
Title: _____
Date: _____

¹ Uber considers the terms of this Fees Section of the Cover Sheet, including any Trip Data and Trip Data letters, to constitute trade secrets of Uber.

PILOT PROJECT TERMS AND CONDITIONS

1. **Incorporation.** These Pilot Project Terms and Conditions ("**Pilot Project Terms**") are expressly incorporated into and made a part of the Pilot Project Agreement Cover Sheet ("**Cover Sheet**") (the Cover Sheet and Pilot Project Terms, collectively, the "**Agreement**").

2. **Term and Termination.** The Agreement shall commence on the Effective Date and shall continue until the Pilot Project End Date specified on the Cover Sheet (the "**Term**"), unless earlier terminated as provided herein. Except as may be expressly agreed in the Cover Sheet, Uber may terminate the Agreement in its entirety at any time, with or without cause, by giving City thirty (30) days' prior written notice of termination. City may terminate the Agreement in its entirety upon Uber's material breach of the Agreement if such breach has not been cured within thirty (30) days' after City's written notice thereof to Uber. Accrued and outstanding payment obligations, Sections 1, 3, 5.2, 6 and 8-13, and the last sentence of this Section 2 shall survive the expiration or termination of the Agreement.

3. **Fees and Payment.** Fees to be paid by one party to the other party in connection with the Agreement, if any, are set forth on the Cover Sheet ("**Fees**"). All Fees are due within forty-five (45) days from receipt of an undisputed invoice sent to the party's address identified on the Cover Sheet, and shall be paid in U.S. Dollars. The owing party shall be responsible for any sales, use or value-added taxes imposed by any taxing authority with respect to the Fees payable hereunder, provided that an owing party shall not be liable for any taxes related to the income of the other party. Except as may be expressly agreed in the Cover Sheet, each party shall be responsible for its costs and expenses associated with its performance under the Agreement.

4. **Intellectual Property.**

4.1 *License to Marks; Restrictions.* The term "**Marks**" shall mean the trademarks, service marks, trade names, logos, slogans and other identifying symbols and indicia of a party ("**Licensor**"). Each party hereby grants to the other party ("**Licensee**"), solely during the Term, a limited, royalty-free, non-exclusive, non-transferable, non-assignable (except as set forth in Section 12) license, without the right to sublicense, to use and display the Licensor's Marks solely for the purpose of the Pilot Project. All use of a Licensor's Marks by Licensee will be in the form and format approved by Licensor, and Licensee will not otherwise use or modify Licensor's Marks without Licensor's prior written consent. All goodwill related to Licensee's use of Licensor's Marks shall inure solely to the benefit of Licensor. Marks will at all times remain the exclusive property of the respective Licensor. Except as expressly set forth herein, Licensor does not, and shall not be deemed to, grant Licensee any license or rights under any intellectual property or other proprietary rights. All rights not granted herein are expressly reserved by Licensor.

4.2 *No Development.* EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and City prior to the commencement of any such activities.

5. **Confidentiality.**

5.1 *Definition.* The term "**Confidential Information**" shall mean any confidential or proprietary business, technical or financial information or materials of a party ("**Disclosing Party**") provided to the other party ("**Receiving Party**") in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

5.2 *Requirements.* Except as required by applicable law, each Receiving Party agrees that (a) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of the Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the

Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section 5.2 will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section 5 shall survive indefinitely.

6. Privacy & Data. Any third party data and/or personal information that may be obtained or used by either party in connection with the Pilot Project ("**Data**") will be collected, used, stored and maintained according to (a) generally accepted data collection standards and applicable law and (b) such party's privacy policy detailing such party's data practices, which shall be published during the Term. Except as may be set forth on the Cover Sheet, each party shall own, and shall not be required to share, any Data that it maintains or collects with respect to the Agreement. A party's Data shall be deemed the Confidential Information of such party.

7. Insurance. During the Term and for one (1) year thereafter, each party shall maintain General Commercial Liability and, if required by law, Worker's Compensation insurance. The General Commercial Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A VII. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the other party. Upon a party's request, the other party shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a party under the Agreement. Uber shall cover the City as an additionally insured party to Uber's insurance certificate.

8. Warranties; Disclaimer.

8.1 Warranties. Each party hereby represents and warrants that (a) it has full power and authority to enter into the Agreement and perform its obligations hereunder, (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with the Agreement, (d) it will comply with all applicable laws in its performance of the Agreement, including, without limitation, consumer privacy and data protection laws, and (e) the content, media and other materials used or provided by such party as part of the Pilot Project, will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

8.2 DISCLAIMER. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

9. Indemnity. To the extent allowed by the Laws of the State of Florida, each party (the "**Indemnifying Party**") will indemnify, defend and hold harmless the other party (the "**Indemnified Party**"), its affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third party claim arising out of or related to (a) the negligence or willful misconduct of Indemnifying Party and its employees or agents in their performance of the Agreement, (b) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations or warranties in the Agreement, or (c) the infringement of a third party's intellectual property rights by the Indemnifying Party's Marks, but only if such Marks have been used by the Indemnified Party in the manner approved by the Indemnifying Party. The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense. This paragraph and the provisions herein is not to be construed as a waiver by the City of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2015), as this statute may be amended from time to time. Each party further agrees that nothing contained herein will be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the City beyond the waiver provided for in Section 768.28, Florida Statutes (2015), as this statute may be amended from time to time. Thus, City's maximum liability under this paragraph shall be the limits of liability set forth in Section 768.28(5), Florida Statutes (2015), regardless of the type or basis of claim, loss, judgment, injury, or demand at issue.

10. Limits of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR FOR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS

AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. No Publicity. Unless otherwise expressly set forth on the Cover Sheet, neither party may issue a press release or otherwise refer to the other party in any manner with respect to the Agreement, the Pilot Project or otherwise, without the prior written consent of such other party.

12. General. The Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles. Each party consents to exclusive jurisdiction and venue in the state and federal courts sitting in Orange County, Florida and the state courts sitting in Seminole County, Florida. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth on the Cover Sheet, or such other address as may be provided, and deemed duly given (a) upon actual delivery, if delivery is by hand, (b) one (1) day after being sent by overnight courier, charges prepaid, or (c) by electronic mail to the designated recipient. The failure of either party to enforce the provisions hereof shall not be construed as a waiver of such provisions. Any modification or amendment to the Agreement shall be effective only if in writing and signed by both parties. In the event any provision of the Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement to (a) an affiliate of such party, or (b) upon notice to the other party, in connection with the sale of all or substantially all of such party's equity, business or assets. The Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and permitted assigns. Any delay in or failure by either party in performance of the Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, without limitation, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage. Nothing in the Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and neither party shall have the right to enter into contracts on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate written agreement between the parties. Each party shall be solely responsible for its employees and agents used in connection with the Agreement. The Agreement contains the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and agreements, whether oral or written, relating to the subject matter hereof. The Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted electronically, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

13. Definitions. The following terms, as may be used in the Cover Sheet, shall have the meanings set forth below:

13.1 **"Driver Partner"** shall mean an independent contractor providing on-demand transportation and logistics services to riders using the Uber App under license from Uber.

13.2 **"In-App View"** shall mean a unique view deployed by Uber within the Uber App through which registered users may request a ride.

13.3 **"New User"** shall mean an individual who downloads the Uber App, creates a new user account (including entering credit or debit card information), enters a New User Promo Code and completes a first ride using the Uber App.

13.4 **"New User Promo Code"** shall mean new user promotional codes valid for the first-time usage of the Uber service provided by Uber to City in the amounts and quantities provided in the Agreement.

13.5 **"Promo Codes"** shall mean promotional codes valid for the usage of the Uber service provided by Uber to City in the amounts and quantities provided in the Agreement.

13.6 **"Splash Screen"** shall mean a unique splash screen deployed by Uber within the Uber App.

13.7 **"Uber App"** shall mean the Uber mobile application.

Attachment 2
Trip Data Letter

U B E R

UBER TECHNOLOGIES, INC.
1455 MARKET STREET
SAN FRANCISCO, CA 94103
UBER.COM

CONFIDENTIAL TRADE SECRET¹

_____, 20__

Address Line 1
Address Line 2
Address Line 3
Address Line 4

Re: Pilot Project Agreement dated _____, 2016 ("Agreement") between Uber Technologies, Inc. ("Uber") and _____ ("City")

To Whom It May Concern:

In connection with the above-referenced Agreement, please find the following Trip Data (as defined in the Agreement) as well as the attached spreadsheet:

| | |
|--------------------------------------|--|
| Date From: | |
| Date To: | |
| Total Trip Count: | |
| Average Duration: | |
| Average Distance: | |
| Aggregate Total Fares: | |
| Total SunRail Completed Trip Fares: | |
| Total Citywide Completed Trip Fares: | |
| Total Pilot Project Fees: | |

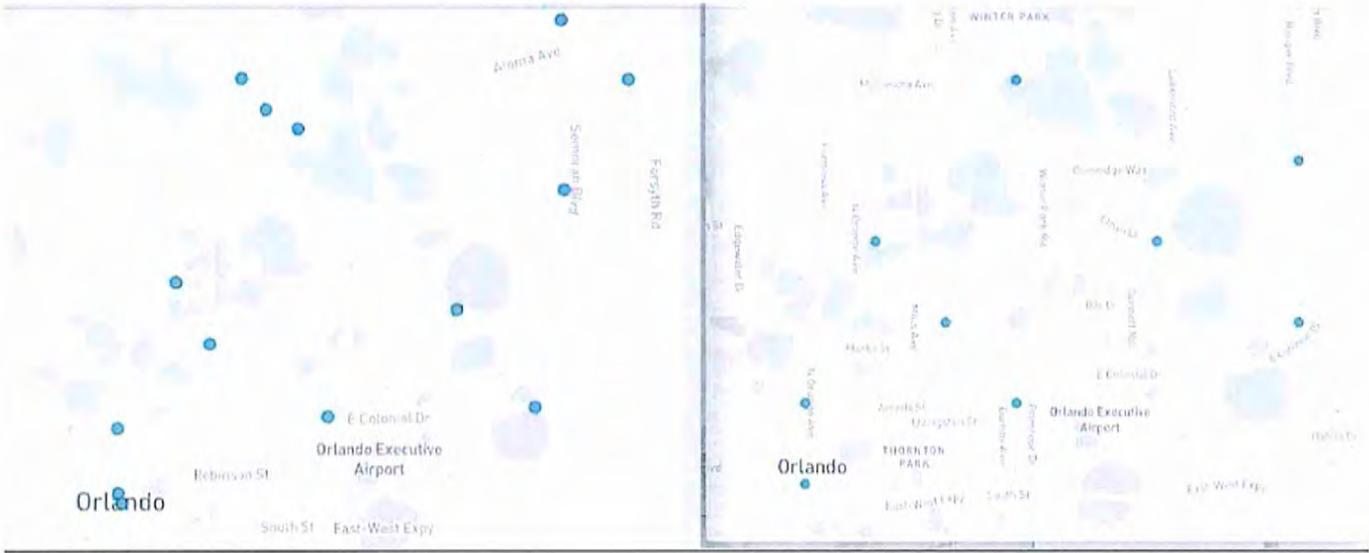
Please note that the Trip Data contained herein (including the attached spreadsheet) is considered an Uber trade secret and is subject to the confidentiality provisions set forth in the Agreement.

Thank you,

Christine Mitchell
General Manager, Orlando & Tampa
cmitchell@uber.com

¹ Uber considers the terms of this Trip Data Letter, including any Trip Data contained herein, to constitute trade secrets of Uber.

Attachment 3
Audit Data Map²



² Uber considers Audit Data Maps to constitute trade secrets of Uber.

Attachment 4
Florida Insurance Policy COI

TO BE PROVIDED AFTER AGREEMENT IS SIGNED

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

WHEREAS, the Cities signatory hereto do acknowledge and agree that additional transit options and service is essential to the sustainability of the SunRail system and to help address congestion management and livability of our communities; and

WHEREAS, the region needs to expand transit service to help feed and distribute riders to and from the SunRail Station and to date, there is currently no plan for same; and

WHEREAS, the importance of more effective and innovative methods of attracting riders to SunRail is a significant factor for these cities, especially in view of the projected and reported costs to operate SunRail; and

WHEREAS, without innovative methods of attracting riders to SunRail, there is a looming local responsibility for the operational cost of SunRail which may be minimized with increased ridership; and

WHEREAS, the Cities believe that relationships between the public sector and the private sector can allow for creative solutions and innovations that can benefit residents and businesses, alike; and

WHEREAS, there is presently an on-going pilot program for SunRail accessibility and congestion management through a pilot relationship between the City of Altamonte Springs and Uber; and

WHEREAS, the cities wish to emulate the pilot project initiated between the City of Altamonte Springs and Uber; and

WHEREAS, the signatory cities wish to form a working group to combine our influence and efforts to evaluate this pilot as well as future opportunities for transit within and between our cities.

NOW, THEREFORE the Cities do hereby agree as follows:

1. In an effort to seek to provide a viable, effective and successful transit system within their boundaries and linking it to the Sun Rail stations that are within Maitland, Altamonte Springs, Longwood, Lake Mary and Sanford, and to provide congestion management alternatives within our cities, the cities agree to develop and commence a pilot program similar to that undertaken by Altamonte Springs and Uber.
2. To facilitate the above, Altamonte Springs shall provide its experience and the results of its pilot program with Uber to the other cities.
3. All cities agree to meet regularly to share information on their individual pilot projects and to ultimately assist one another in the development of a transit system interconnecting the cities with each other and the Sun Rail system.

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

4. The cities do now establish a working group called the “**Municipal Mobility Working Group**” because: All of our cities are similarly situated with regard to our location in the region; that all of our cities have SunRail stations within our jurisdictions or wish to collectively work to reduce single-occupant vehicle traffic congestion; that we face similar mobility challenges within and between our jurisdictions; and we recognize that working collectively as a group and standing together as a group, we will have a stronger and more effective voice.

5. At the conclusion of the pilot, the cities will meet to determine what steps the **Municipal Mobility Working Group** can collectively take in terms of multimodal alternatives both within each of the cities and between the cities to further make transportation choices convenient and cost-effective for our respective residents and our business partners.

6. The cities expressly welcome other cities from Orange, Seminole or Volusia counties to join this Interlocal Agreement and join the Municipal Mobility Working Group upon adoption of this Agreement by their respective elected bodies.

// REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY //

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

CITY OF ALTAMONTE SPRINGS

For the City of Altamonte Springs, a Florida Municipal Corporation:

Mayor

Date

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

CITY OF LAKE MARY

For the City of Lake Mary, a Florida Municipal Corporation:

Mayor

Date

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

CITY OF LONGWOOD

For the City of Longwood, a Florida Municipal Corporation:

Mayor

Date

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

CITY OF MAITLAND

For the City of Maitland, a Florida Municipal Corporation:

Mayor

Date

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALTAMONTE SPRINGS,
LAKE MARY, LONGWOOD, MAITLAND, and SANFORD**

CITY OF SANFORD

For the City of Sanford, a Florida Municipal Corporation:

Mayor

Date

ATTEST:



MEMORANDUM

DATE: May 19, 2016

TO: Mayor and City Commission

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

VIA: Jackie Sova, City Manager

SUBJECT: Resolution No. 982 - Accepting Improvements and Approving a Utility Easement for Feather Edge Condominium Association and Feather Edge II Condominium Association (Bruce Paster, Public Works Director)

DISCUSSION: Feather Edge Condominium Association, Inc., and Feather Edge II Condominium Association, Inc. are requesting acceptance of the public utility improvements for their respective communities and have agreed to grant the City a 15-foot easement for the purposes of installation, maintenance, repair, and replacement of the utilities within the condominium property.

Though these improvements were constructed many years ago, and it has always been assumed that the City properly owned and maintained these utilities, the actual easements and recorded bills of sale were not found to be complete in the Public Record.

The attached resolution and related Utility Easement Agreements and Bills of Sale will allow the City to continue to own, operate, and maintain the water and sewer utility infrastructure within the Feather Edge Condominium communities with all the necessary public records in place.

RECOMMENDATION:

Request Commission approve Resolution No. 982, authorize Mayor to execute respective Utility Easement Agreements for Feather Edge Condominium Association, Inc., and Feather Edge II Condominium Association, Inc., and also accept the respective Bills of Sales to officially convey the public utility improvements to the City.

RESOLUTION NO. 982

A RESOLUTION OF THE CITY OF LAKE MARY, FLORIDA, ACCEPTING PUBLIC IMPROVEMENTS AND APPROVING UTILITY EASEMENT AGREEMENTS FOR FEATHER EDGE CONDOMINIUM ASSOCIATION, INC. AND FEATHER EDGE II CONDOMINIUM ASSOCIATION, INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Feather Edge Condominium Association, Inc., and Feather Edge II Condominium Association, Inc. (“Owners”) have developed their respective subdivisions in accordance with the City of Lake Mary Land Development Code; and

WHEREAS, Feather Edge Condominium Association, Inc., and Feather Edge II Condominium Association, Inc. are requesting acceptance of the public utility improvements for their respective subdivisions; and

WHEREAS, the City requires the ability to install, maintain, repair, and replace said utilities; and

WHEREAS, the Owners have agreed to grant the City a 15-foot easement for the purposes of installation, maintenance, repair, and replacement of utilities within the condominium property.

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

1. Approve the “Utility Easement Agreement” with Feather Edge Condominium Association, Inc., included as EXHIBIT “A”.
2. Approve the “Utility Easement Agreement” with Feather Edge II Condominium Association, Inc., included as EXHIBIT “B”.
3. That Feather Edge Condominium Association, Inc. submitted a Bill of Sale conveying all pipes, manholes, hydrants, and all other equipment and appurtenances in connection with the water mains and sanitary gravity mains, anywhere located on the Feather Edge Condominium Common Property.

4. That Feather Edge II Condominium Association, Inc. submitted a Bill of Sale conveying all pipes, manholes, hydrants, and all other equipment and appurtenances in connection with the water mains and sanitary gravity mains, anywhere located on the Feather Edge II Condominium Common Property.

EFFECTIVE DATE: This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 19th day of May 2016.

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 REISCHMANN, CITY ATTORNEY

EXHIBIT "A"

Prepared by:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

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

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is made and entered into this 24 day of May, 2016, by and between **FEATHER EDGE CONDOMINIUM ASSOCIATION, INC.**, a Florida non-profit corporation, whose address is 100 Feather Edge Loop, Lake Mary, FL 32746 ("Association") and the **CITY OF LAKE MARY, FLORIDA**, a Florida municipal corporation ("City") whose address is P.O. Box 958445, Lake Mary, FL 32795-8445.

WITNESSETH:

WHEREAS, the Association has the authority to grant an easement over the real property described as the common elements/area of the Feather Edge Condominium ("Condominium Property"), as described in and subject to the Declaration of Condominium for Feather Edge, a Condominium ("Condominium"), recorded in Official Records Book 1510, Page 894, Public Records of Seminole County, Florida ("Declaration"), and the Association is the entity responsible for operation of the Condominium; and

WHEREAS, Fla. Stat., § 718.111(10) also provides that the Association has the right to grant easements in the Condominium; and

WHEREAS, the City has requested an easement over the Condominium Property described in Exhibit "A" ("Easement Area") for utility purposes; and

WHEREAS, the Association deems it to be in the best interest of the Condominium and the owners of units therein to grant the requested easement to the City, upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Association desires to grant and convey unto City a non-exclusive public utility easement to, over, under, upon, across and through the Easement Area for the construction, installation, operation, maintenance and repair by City, or its employees, agents or designees, of public utility lines, mains, pipes, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances now existing or to be constructed in the future (hereinafter referred to as the "Utilities"); and

WHEREAS, the Association warrants that it has full authority to grant this easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and City hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated by this reference.
2. Grant of Easement by Association. The Association does hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Easement Area for the purpose of construction, installation, operation, maintenance and repair of the Utilities, provided that all such Utilities shall be installed underground.
3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Utilities or to be located within the Easement Area.
4. Construction and Maintenance. City shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The City shall also, at City's cost and expense, restore the Condominium Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.
5. Use. Use of the Easement Area and entry upon the Condominium Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.
6. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.
7. Litigation and Attorneys Fees. In the event it shall be necessary for the Association or City to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.
8. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.
9. Recordation. The original of this agreement shall be recorded in the Public Records of Seminole County, Florida, at the expense of the City.

10. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the Condominium Property and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Utility Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

FEATHER EDGE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

Paula G. Smith
Paula G. Smith
(print)

By: Kitra Weaver
Print name: KITRA WEAVER
Title: President

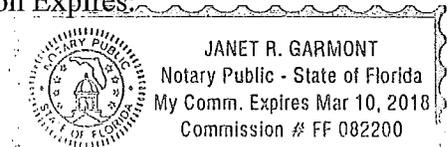
Shirley J. Caines
S. Caines
(print)

Address: 100 Feather Edge Loop
Lake Mary, FL 32746

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 24th day of April, 2016, by Kitra Weaver the President of FEATHER EDGE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (check one) who is personally known to me or who produced _____ as identification.

Janet R. Garmont
Print name: Janet R. Garmont
NOTARY PUBLIC
My Commission Expires:



WITNESSES:

CITY OF LAKE MARY, FLORIDA

By: _____
David J. Mealor, Mayor

(print)

ATTEST:

Carol A. Foster, City Clerk

(print)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by David J. Mealor, Mayor of the City of Lake Mary, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

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

By: _____
Catherine D. Reischmann
City Attorney

EXHIBIT "A"

A 15 foot wide easement area defined as lying 7.5 feet on each side of City's facilities as located over, across and through all of the condominium property, less the individual condominium units, according to the Declaration of Condominium for Feather Edge, a Condominium, recorded in Official Record Book 1510, Page 894, of the Public Records of Seminole County, Florida, including any amendments thereto.

EXHIBIT "B"

Prepared by:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

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

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is made and entered into this 17th day of February, 2016, by and between **FEATHER EDGE II CONDOMINIUM ASSOCIATION, INC.**, a Florida non-profit corporation, whose address is 882 Jackson Ave., Winter Park, FL 32789 ("Association") and the **CITY OF LAKE MARY, FLORIDA**, a Florida municipal corporation ("City") whose address is P.O. Box 958445, Lake Mary, FL 32795-8445.

WITNESSETH:

WHEREAS, the Association has the authority to grant an easement over the real property described as the common elements/area of the Feather Edge II Condominium ("Condominium Property"), as described in and subject to the Declaration of Condominium for Feather Edge II, a Condominium ("Condominium"), recorded in Official Records Book 5063, Page 13, Public Records of Seminole County, Florida ("Declaration"), and the Association is the entity responsible for operation of the Condominium; and

WHEREAS, Fla. Stat., § 718.111(10) and Article VII, Section 2 of the Declaration provide that the Association has the right to grant easements in the Condominium; and

WHEREAS, the City has requested an easement over the Condominium Property described in Exhibit "A" ("Easement Area") for utility purposes; and

WHEREAS, the Association deems it to be in the best interest of the Condominium and the owners of units therein to grant the requested easement to the City, upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Association desires to grant and convey unto City a non-exclusive public utility easement to, over, under, upon, across and through the Easement Area for the construction, installation, operation, maintenance and repair by City, or its employees, agents or designees, of public utility lines, mains, pipes, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances now existing or to be constructed in the future (hereinafter referred to as the "Utilities"); and

WHEREAS, the Association warrants that it has full authority to grant this easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and City hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated by this reference.
2. Grant of Easement by Association. The Association does hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Easement Area for the purpose of construction, installation, operation, maintenance and repair of the Utilities, provided that all such Utilities shall be installed underground.
3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Utilities or to be located within the Easement Area.
4. Construction and Maintenance. City shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The City shall also, at City's cost and expense, restore the Condominium Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.
5. Use. Use of the Easement Area and entry upon the Condominium Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.
6. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.
7. Litigation and Attorneys Fees. In the event it shall be necessary for the Association or City to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.
8. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.
9. Recordation. The original of this agreement shall be recorded in the Public Records of Seminole County, Florida, at the expense of the City.

10. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the Condominium Property and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Utility Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

FEATHER EDGE II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

Bruce Paster
BRUCE PASTER
(print)

By: [Signature]
Print name: HARRY F. HILTON
Title: BOARD MEMBER FEEL HOA

Address: 882 Jackson Ave.
Winter Park, FL 32789

(print)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 17th day of February, 2016, by Harry Milton the _____ of FEATHER EDGE II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (check one) who is personally known to me or who produced FD DL as identification.



Michelle McCurdy
Print name: Michelle McCurdy
NOTARY PUBLIC
My Commission Expires: 6/4/2018

WITNESSES:

CITY OF LAKE MARY, FLORIDA

By: _____
David J. Mealor, Mayor

(print)

ATTEST:

Carol A. Foster, City Clerk

(print)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by David J. Mealor, Mayor of the City of Lake Mary, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires:

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

By: _____
Catherine D. Reischmann
City Attorney

EXHIBIT "A"

A 15 foot wide easement area defined as lying 7.5 feet on each side of City's facilities as located over, across and through all of the condominium property, less the individual condominium units, according to the Declaration of Condominium for Feather Edge II, a Condominium, recorded in Official Record Book 5063, Page 13, of the Public Records of Seminole County, Florida, including any amendments thereto.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **FEATHER EDGE CONDOMINIUM ASSOCIATION, INC.**, hereinafter called "Owner", party of the first part, for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, to it paid by the **CITY OF LAKE MARY, FLORIDA**, a Florida municipal corporation, party of the second part, the receipt whereof is hereby acknowledged, has conveyed, sold, bargained, granted, assigned, remised, released and quit-claimed unto the party of the second part, its successors and assigns, all pipelines, pipes, tees, bends, manholes, hydrants, valves and all other equipment and appurtenances used or useful for and/or in connection with the water mains, sanitary sewerage gravity mains, including sewer service laterals, and water and sewer lines anywhere located on the Feather Edge Condominium Common Area/Property, lines installed within City of Lake Mary Right of Way or Utility Easements, and connections up to and including the individual water meters constructed and installed by Owner, its agents and employees or constructed and installed pursuant to contracts with or for the benefit of Owner, in the following described property in Seminole County, Florida to-wit:

Project Name: FEATHER EDGE, A CONDOMINIUM Common Area/Property

LEGAL: Common Area/Property according to the Declaration of Condominium for Feather Edge, a Condominium, recorded in Official Record Book 1510, Page 894, of the Public Records of Seminole County, Florida, including any amendments thereto.

Parcel ID: 07-20-30-507-0C00-0000 & 07-20-30-507-0C01-0000

Address: 100 Feather Edge Loop, Lake Mary, FL 32746

TOGETHER with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts, and agreements of the party of the first part in connection with said property.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with the above described property.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND the said party of the first part does for itself and its successors warrant and covenant, to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the above described property and that it may and does hereby lawfully convey good title to said property to said party of the second part.

The party of the first part hereby represents to the party of the second part that it has no knowledge of any latent defects in the property conveyed. The party of the first part hereby assigns, transfers, and conveys to the party of the second part any and all rights against any and

all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims, and other forms of indemnification.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name this 24 day of May, 2016.

Signed, Sealed and Delivered
in the presence of:

FEATHER EDGE CONDOMINIUM
ASSOCIATION, INC., a Florida
non-profit corporation

Paula G. Smith
Paula G. Smith
(print name)

By: Kitra Weaver
Print name: KITRA WEAVER

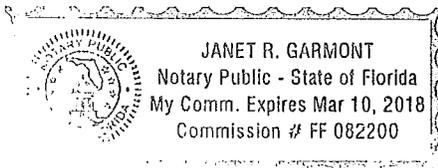
Shirley J. Caines
D. J. Caines
(print name)

Title: President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 24th day of April, 2016, by Kitra Weaver the President of FEATHER EDGE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (check one) who is personally known to me or who produced _____ as identification.

Janet R. Garmont
Print name: JANET R. GARMONT
NOTARY PUBLIC
My Commission Expires:



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **FEATHER EDGE II CONDOMINIUM ASSOCIATION, INC.**, hereinafter called "Owner", party of the first part, for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, to it paid by the **CITY OF LAKE MARY, FLORIDA**, a Florida municipal corporation, party of the second part, the receipt whereof is hereby acknowledged, has conveyed, sold, bargained, granted, assigned, remised, released and quit-claimed unto the party of the second part, its successors and assigns, all pipelines, pipes, tees, bends, manholes, hydrants, valves and all other equipment and appurtenances used or useful for and/or in connection with the water mains, sanitary sewerage gravity mains, including sewer service laterals, and water and sewer lines anywhere located on the Feather Edge II Condominium Common Area/Property, lines installed within City of Lake Mary Right of Way or Utility Easements, and connections up to and including the individual water meters constructed and installed by Owner, its agents and employees or constructed and installed pursuant to contracts with or for the benefit of Owner, in the following described property in Seminole County, Florida to-wit:

Project Name: FEATHER EDGE II, A CONDOMINIUM Common Area/Property

LEGAL: Common Area/Property according to the Declaration of Condominium for Feather Edge II, a Condominium, recorded in Official Record Book 5063, Page 13, of the Public Records of Seminole County, Florida, including any amendments thereto.

Parcel ID: 07-20-30-520-0C00-0000

Address: Lake Mary, FL 32746

TOGETHER with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts, and agreements of the party of the first part in connection with said property.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with the above described property.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND the said party of the first part does for itself and its successors warrant and covenant, to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the above described property and that it may and does hereby lawfully convey good title to said property to said party of the second part.

The party of the first part hereby represents to the party of the second part that it has no knowledge of any latent defects in the property conveyed. The party of the first part hereby assigns, transfers, and conveys to the party of the second part any and all rights against any and

all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims, and other forms of indemnification.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name this 17th day of February, 2016.

Signed, Sealed and Delivered
in the presence of:

FEATHER EDGE II CONDOMINIUM
ASSOCIATION, INC., a Florida
non-profit corporation

Bruce Pastier
BRUCE PASTER
(print name)

By: [Signature]
Print name: HARRY F. HILTON
Title: Board Member FEI HOA

(print name)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 17 day of February, 2016, by Harry Hilton the _____ of FEATHER EDGE II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (check one) who is personally known to me or who produced FL DL as identification.



Michelle McCurdy
Print name: Michelle McCurdy
NOTARY PUBLIC
My Commission Expires: 6/4/18



MEMORANDUM

DATE: May 19, 2016

TO: Mayor and City Commission

FROM: Colin Morgan, Deputy Police Chief

THRU: Steve Bracknell, Police Chief

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1542 - Amending Chapter 130 of the Code of Ordinances entitled "General Provisions" to repeal Sections 130.01 - 130.05 and amend Section 130.06 and adding a new section governing curfews- First Reading (Public Hearing) (Jackie Sova, City Manager)

Currently, we are in the process of updating our Code of Ordinances as many areas are redundant, antiquated or legally infirm. We asked our City Attorney to review Title XIII "General Offenses" which includes Chapter 130 "General Provisions", Chapter 131 "Morals and Gambling", Chapter 132 "Offenses Against Persons and Property", and Chapter 133 "Offenses Against Public Peace and Safety".

Most of the sections within these chapters are currently governed by State Statutes and therefore, our attorney has recommended repealing. An exception is enforcement of curfews for minors; we would either maintain our current section or adopt the state statute by reference which is what we have chosen to do.

The ordinances for your consideration at this time include:

Ordinance No. 1542 repeals Sections 130.01 – 130.05 of the Code of Ordinances and amends 130.06 by renumbering it and deleting unnecessary language. It is further amended by adding a new Section 130.02 to adopt regulations on Juvenile Curfew.

Ordinance No. 1543 repeals Chapter 131 in its entirety.

Ordinance No. 1544 repeals Chapter 133 in its entirety.

The attorney also reviewed Chapter 132 and has recommended that it also be repealed. However, it addresses “Injuring Shade Trees” and “Sign Restrictions” which should have been included in their respective sections in the Land Development Code. While the proposed ordinance repeals Chapter 132, it amends Chapters 152 and 157 to add the language. Due to the fact that it amends the Land Development Code, it first needs to be heard by the Planning and Zoning Board. Hopefully, it will be on your June 2nd agenda for your consideration.

RECOMMENDATION:

Request Commission adopt Ordinances 1542, 1543, and 1544.

ORDINANCE NO. 1542

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING CHAPTER 130 "GENERAL PROVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF LAKE MARY TO REPEAL SECTIONS 130.01 "OBSTRUCTING LEGAL PROCESS", 130.02 "DUTY TO ASSIST POLICE OFFICER", 130.03 "FAILURE TO OBEY SUMMONS", 130.04 "ESCAPING PRISONERS", 130.05 "AIDING PRISONERS TO ESCAPE", AMEND SECTION 130.06 "COMMISSION OF STATE MISDEMEANORS" AND ESTABLISH A NEW SECTION ADDRESSING JUVENILE CURFEW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City requested a review of Chapter 130, "General Provisions" of the City Code for the purpose of amending or repealing sections that have become redundant, antiquated or legally infirm; and

WHEREAS, Sections 130.01 through 130.05 address the obstruction of the legal process, duty to assist police officers, failure to obey summons, escaping prisoners, and aiding prisoners to escape; and

WHEREAS, the obstruction of legal process is generally regulated pursuant to Sections 843.01 and 843.02, Florida Statutes; and

WHEREAS, the duty to assist law enforcement officers is regulated pursuant to Sections 843.04 and 843.06, Florida Statutes; and

WHEREAS, the failure to obey summons is generally regulated pursuant to Section 901.11, Florida Statutes; and

WHEREAS, the escape of prisoners and the aiding of prisoners to escape is regulated pursuant to Sections 843.12, 944.40, and 951.23, Florida Statutes, respectively; and

WHEREAS, due to all of these statutory provisions, Sections 130.01 through 130.05 of Chapter 130 are antiquated and sometimes redundant; and

WHEREAS, juvenile curfew is regulated pursuant to Sections 877.20 through 877.25, Florida Statutes, and as part of the review and update of the City Code, it is appropriate to incorporate by reference the state juvenile curfew within Chapter 130 and to renumber the remaining sections accordingly; and

WHEREAS, the City Commission of the City of Lake Mary finds that the amendment of Chapter 130, "General Provisions", is in the best interests of the public health, safety, and welfare of the citizens of Lake Mary.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Commission of the City of Lake Mary.

Section 2. Amendment of Chapter 130 "General Provisions".
That Chapter 130 "General Provisions" of the Code of Ordinances of the City of Lake Mary is hereby amended to read as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

CHAPTER 130 – GENERAL PROVISIONS

~~§ 130.01 – Obstructing Legal Process.~~

~~It shall be unlawful for any person to obstruct, interfere, or oppose any officer of this city or other legally authorized person, in the execution of legal process or in the lawful execution of any legal duty.~~

~~§ 130.02 – Duty to Assist Police Officer.~~

~~The Chief of Police or any police officer of the city shall have the power in making the arrest of any person for violating any of the city ordinances, where the person refuses to submit to arrest, to summon to his aid in making the arrest a posse of the citizens of the city, consisting of a sufficient number to enforce the law. It shall be unlawful for any citizen, except a person physically incapacitated, to fail or refuse to promptly respond to this summons of the Chief of Police or other police officer.~~

~~§ 130.03 – Failure to Obey Summons.~~

~~It shall be unlawful for any person to willfully disregard or fail to obey any notice or summons lawfully served upon him by any police officer of the city.~~

~~§ 130.04—Escaping Prisoners.~~

~~It shall be unlawful for any prisoner in the custody of a policeman or guard, to escape therefrom.~~

~~§ 130.05—Aiding Prisoners to Escape.~~

~~It shall be unlawful for any person to aid or assist a prisoner in escaping or attempting to escape from an officer of the city or from any person who has lawful custody of the prisoner.~~

§ 130.016 – Commission of State Misdemeanors.

Subject to the provisions of F.S. Ch. 775 which defines misdemeanors, the commission of certain acts are hereby adopted as offenses against the city as fully as if these statutes were set forth herein at length and any person convicted of a violation thereof shall be subject to the same penalty as provided by state law, but not in excess of the limit established under §10.99.

§ 130.02 – Juvenile Curfew.

- (a) The provisions of Sections 877.20—877.25, Florida Statutes, as passed by the state legislature in 1994, and as may from time to time be amended by the state legislature, are hereby adopted and incorporated by reference.
- (b) The City's local juvenile curfew enacted pursuant to subsection (a) of this section, shall be effective within the corporate limits of the City.

Section 3. Severability. If any Section or portion of a Section 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 or part of this Ordinance.

Section 4. Codification. It is the intention of the City Commission of the City of Lake Mary, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake Mary, Florida; that the

Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

Section 5. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

PASSED AND ADOPTED this 2nd day of June 2016.

FIRST READING: May 19, 2016

SECOND READING: June 2, 2016

CITY OF LAKE MARY FLORIDA

DAVID J. MEALOR, MAYOR

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: May 19, 2016

TO: Mayor and City Commission

FROM: Colin Morgan, Deputy Police Chief

THRU: Steve Bracknell, Police Chief

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1543 - Repealing Chapter 131 of the Code of Ordinances entitled "Morals and Gambling" - First Reading (Public Hearing) (Jackie Sova, City Manager)

Currently, we are in the process of updating our Code of Ordinances as many areas are redundant, antiquated or legally infirm. We asked our City Attorney to review Title XIII "General Offenses" which includes Chapter 130 "General Provisions", Chapter 131 "Morals and Gambling", Chapter 132 "Offenses Against Persons and Property", and Chapter 133 "Offenses Against Public Peace and Safety".

Most of the sections within these chapters are currently governed by State Statutes and therefore, our attorney has recommended repealing. An exception is enforcement of curfews for minors; we would either maintain our current section or adopt the state statute by reference which is what we have chosen to do.

The ordinances for your consideration at this time include:

Ordinance No. 1542 repeals Sections 130.01 – 130.05 of the Code of Ordinances and amends 130.06 by renumbering it and deleting unnecessary language. It is further amended by adding a new Section 130.02 to adopt regulations on Juvenile Curfew.

Ordinance No. 1543 repeals Chapter 131 in its entirety.

Ordinance No. 1544 repeals Chapter 133 in its entirety.

The attorney also reviewed Chapter 132 and has recommended that it also be repealed. However, it addresses “Injuring Shade Trees” and “Sign Restrictions” which should have been included in their respective sections in the Land Development Code. While the proposed ordinance repeals Chapter 132, it amends Chapters 152 and 157 to add the language. Due to the fact that it amends the Land Development Code, it first needs to be heard by the Planning and Zoning Board. Hopefully, it will be on your June 2nd agenda for your consideration.

RECOMMENDATION:

Request Commission adopt Ordinances 1542, 1543, and 1544.

ORDINANCE NO. 1543

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, REPEALING IN ITS ENTIRETY CHAPTER 131 “MORALS AND GAMBLING” OF THE CODE OF ORDINANCES OF THE CITY OF LAKE MARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City requested a review of Chapter 131, “Morals and Gambling” of the City Code for the purpose of amending or repealing sections that have become antiquated or legally infirm; and

WHEREAS, Sections 131.01 through 131.07 address obscenity, indecency, indecent exposure, prostitution, abetting prostitution by taxi drivers, drunkenness, use of narcotics, and gambling; and

WHEREAS, obscenity is generally regulated in Chapter 847, Florida Statutes, and pursuant to Section 847.09, Florida Statutes, the Florida Legislature has preempted the field of legislation regarding the wholesale promotion, including sales, of obscene material insofar as it concerns exposing persons over 17 years of age to harmful motion pictures, exhibitions, shows, representations, and presentations, and specifically declared all municipal and county ordinances relating to the subject adopted on or after July 1, 1973, to be illegal, unconstitutional, or otherwise unenforceable; and

WHEREAS, lewdness and indecent exposure are regulated pursuant to Chapter 800, Florida Statutes, and prostitution and aiding and abetting prostitution are regulated under Chapter 796, Florida Statutes; and

WHEREAS, public drunkenness and disorderly conduct is prohibited pursuant to Section 856.011, Florida Statutes, and the use of controlled substances is generally regulated in Chapter 893, Florida Statutes; and

WHEREAS, the state lottery, gambling, and slot machines are generally regulated pursuant to Chapters 24, 849, and 551, Florida Statutes, respectively; and

WHEREAS, under Section 24.122, Florida Statutes, all matters relating to the operation of the state lottery are preempted to the state, and no municipality may enact any ordinance relating to the operation of the state lottery; any local law providing any penalty, disability, restriction, or prohibition for the possession, manufacture, transportation, distribution, advertising, or sale of any lottery ticket, including Chapter 849, Florida Statutes, does not apply to the state lottery; and

WHEREAS, pursuant to the Charter of Seminole County, Florida, if and when casino gambling becomes lawful under the Constitution and laws of the State of Florida, no municipality may take action to authorize, approve, or in any manner allow casino gambling to occur anywhere within Seminole County unless and until casino gambling in the County is first authorized by an approved vote of a majority of the qualified electors residing in the County; and

WHEREAS, due to all of these statutory and Charter provisions, Chapter 131 is preempted in large part to the State and the County, duplicates and is sometimes in conflict with state law, is susceptible to constitutional challenge if enforced, and is antiquated and redundant; and

WHEREAS, the City Commission of the City of Lake Mary finds that the repeal of Chapter 131 is in the best interests of the public health, safety, and welfare of the citizens of Lake Mary.

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

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Commission of the City of Lake Mary.

Section 2. Repeal of Chapter 131 “Morals and Gambling”.

That Chapter 131 “Morals and Gambling” of the Code of Ordinances of the City of Lake Mary is hereby repealed in its entirety.

Section 3. Severability. If any Section or portion of a Section 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 or part of this Ordinance.

Section 4. Codification. It is the intention of the City Commission of the City of Lake Mary, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake Mary, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

Section 5. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

PASSED AND ADOPTED this 2nd day of June 2016

FIRST READING: May 19, 2016

SECOND READING: June 2, 2016

CITY OF LAKE MARY FLORIDA

DAVID J. MEALOR, MAYOR

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: May 19, 2016

TO: Mayor and City Commission

FROM: Colin Morgan, Deputy Police Chief

THRU: Steve Bracknell, Police Chief

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1544 - Repealing Chapter 133 of the Code of Ordinances entitled "Safety" - First Reading (Public Hearing) (Jackie Sova, City Manager)

Currently, we are in the process of updating our Code of Ordinances as many areas are redundant, antiquated or legally infirm. We asked our City Attorney to review Title XIII "General Offenses" which includes Chapter 130 "General Provisions", Chapter 131 "Morals and Gambling", Chapter 132 "Offenses Against Persons and Property", and Chapter 133 "Offenses Against Public Peace and Safety".

Most of the sections within these chapters are currently governed by State Statutes and therefore, our attorney has recommended repealing. An exception is enforcement of curfews for minors; we would either maintain our current section or adopt the state statute by reference which is what we have chosen to do.

The ordinances for your consideration at this time include:

Ordinance No. 1542 repeals Sections 130.01 – 130.05 of the Code of Ordinances and amends 130.06 by renumbering it and deleting unnecessary language. It is further amended by adding a new Section 130.02 to adopt regulations on Juvenile Curfew.

Ordinance No. 1543 repeals Chapter 131 in its entirety.

Ordinance No. 1544 repeals Chapter 133 in its entirety.

The attorney also reviewed Chapter 132 and has recommended that it also be repealed. However, it addresses “Injuring Shade Trees” and “Sign Restrictions” which should have been included in their respective sections in the Land Development Code. While the proposed ordinance repeals Chapter 132, it amends Chapters 152 and 157 to add the language. Due to the fact that it amends the Land Development Code, it first needs to be heard by the Planning and Zoning Board. Hopefully, it will be on your June 2nd agenda for your consideration.

RECOMMENDATION:

Request Commission adopt Ordinances 1542, 1543, and 1544.

ORDINANCE NO. 1544

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, REPEALING IN ITS ENTIRETY CHAPTER 133 “OFFENSES AGAINST PUBLIC PEACE AND SAFETY” OF THE CODE OF ORDINANCES OF THE CITY OF LAKE MARY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City requested a review of Chapter 133, “Offenses Against Public Peace and Safety” of the City Code for the purpose of amending or repealing sections that have become redundant, antiquated or legally infirm; and

WHEREAS, Sections 133.01 through 133.11 address false alarm of fire, riots, unlawful assembly, disturbing lawful assembly, disorderly places, disorderly conduct, disorderly conduct in dance halls, inmates of disorderly houses, vagrants, begging and curfew; and

WHEREAS, the false alarm of fire is regulated pursuant to Section 806.101, Florida Statutes; and

WHEREAS, riots and unlawful assemblies are generally regulated pursuant to Chapter 870, Florida Statutes; and

WHEREAS, the disturbing of lawful assemblies is generally regulated pursuant to Chapter 871, Florida Statutes; and

WHEREAS, the allowing or permitting of disorderly places and the frequenting of disorderly houses is generally regulated pursuant to Chapter 796, Florida Statutes; and

WHEREAS, disorderly conduct is regulated pursuant to Section 877.03, Florida Statutes; and

WHEREAS, vagrancy, loitering and prowling is regulated pursuant to Section 856.021, Florida Statutes; and

WHEREAS, juvenile curfew is regulated pursuant to Sections 877.20 through 877.25, Florida Statutes, and as part of the review of the City Code, it is more

appropriate to incorporate by reference the state juvenile curfew within Chapter 130;
and

WHEREAS, due to all of these statutory provisions, Chapter 133 is antiquated,
duplicative and sometimes in conflict with state law; and

WHEREAS, the City Commission of the City of Lake Mary finds that the repeal of
Chapter 133 is in the best interests of the public health, safety, and welfare of the citizens
of Lake Mary.

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

Section 1. Recitals. The foregoing recitals are hereby fully
incorporated herein by this reference as legislative findings and the intent
and purpose of the City Commission of the City of Lake Mary.

**Section 2. Repeal of Chapter 133 “Offenses Against Public
Peace and Safety”.** That Chapter 133 “Offenses Against Public Peace
and Safety” of the Code of Ordinances of the City of Lake Mary is hereby
repealed in its entirety.

Section 3. Severability. If any Section or portion of a Section 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 or part of this Ordinance.

Section 4. Codification. It is the intention of the City
Commission of the City of Lake Mary, Florida, and it is hereby ordained
that the provisions of this Ordinance shall become and be made a part of
the Code of Ordinances of the City of Lake Mary, Florida; that the
Sections of this Ordinance may be renumbered or re-lettered to

accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

Section 5. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

PASSED AND ADOPTED this 2nd day of June 2016

FIRST READING: May 19, 2016

SECOND READING: June 2, 2016

CITY OF LAKE MARY FLORIDA

DAVID J. MEALOR, MAYOR

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



CITY MANAGER'S REPORT

DATE: May 19, 2016
TO: Mayor and City Commission
FROM: Jackie Sova, City Manager
SUBJECT: City Manager's Report

ITEMS FOR COMMISSION ACTION:

1. Surplus of several water and sewer maintenance items.

ITEMS FOR COMMISSION INFORMATION:

2. Monthly Department Reports – March & April.



CITY MANAGER'S REPORT

DATE: May 19, 2016

TO: Mayor and City Commission

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

VIA: Jackie Sova, City Manager

SUBJECT: Surplus of several water and sewer maintenance items

DISCUSSION: The Public Works Department has the following items to be considered for surplus:

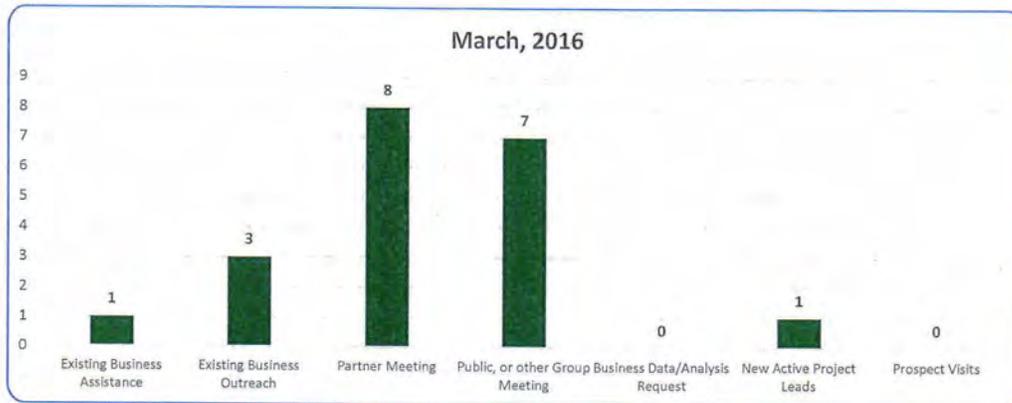
1. A McCulloch MITE-E-LITE 1200 watt model portable generator over 20 years old and not in operable condition (LM ID #71001010).
2. A 20-year-old water line pressure tester which has since been replaced (LM ID #71001004).
3. A UEMSI DDU1 sewer inspection camera kit which has also been replaced.

RECOMMENDATION: Request Commission declare the three above identified items surplus and authorize City Manager to dispose of same.

Activity Summary

| City of Lake Mary, Economic Development Activity Summary March, 2016 | |
|---|---|
| Activity Code | Explanation |
| Existing Business Assistance | Existing business assistance involving a problem, and follow-up |
| Existing Business Outreach | Existing business outreach meeting or interview |
| Partner Meeting | Meeting with Economic Development partners |
| Public, or other Group Meeting | Public meetings, or other group meeting |
| Business Data/Analysis Request | Data and analysis request processed |
| New Active Project Leads | Meetings associated with new projects that develop into follow-up action or incentive |
| Prospect Visits | Meeting with business potentially interested in relocating or expanding in Lake Mary |

| Activity Count | March, 2016 |
|--------------------------------|-------------|
| Existing Business Assistance | 1 |
| Existing Business Outreach | 3 |
| Partner Meeting | 8 |
| Public, or other Group Meeting | 7 |
| Business Data/Analysis Request | 0 |
| New Active Project Leads | 1 |
| Prospect Visits | 0 |
| Total Count | 20 |



Milestones:

- Coordination with several parties interested in occupying a co-working space in downtown Lake Mary.
- Assistance with CAFR write-up regarding economic development and the economy.
- Coordinated the bi-monthly SEDEN meeting, hosted by the City. Topic area was business education programs within the county.
- Coordination of I-4 Beyond the Ultimate meetings.



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

City of Lake Mary -
Economic Development Activity Report

Activity Detail

City of Lake Mary, Economic Development Activity Log

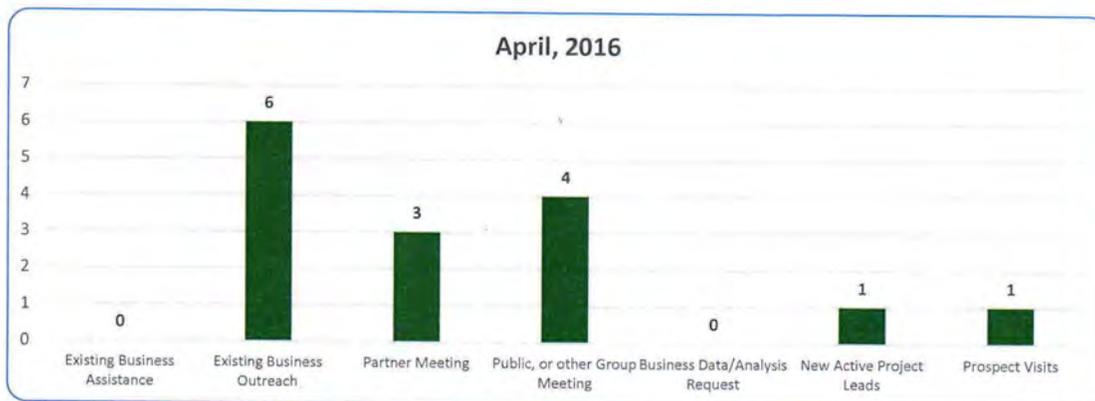
March, 2016

| Name | Date | Activity Code | Explanation |
|------|---------|--------------------------------|---|
| Tom | 3/1/16 | Existing Business Outreach | Meeting with Social Media Company to discuss partnership for Lake Mary/Heathrow Festival of the Arts. |
| Tom | 3/2/16 | New Active Project Leads | Meeting with real estate team looking at development opportunities in downtown Lake Mary. They are interested in land near the Sunrail Station. |
| Tom | 3/2/16 | Partner Meeting | FDOT presentation to CALNO regarding the I-4 Beyond the Ultimate Project. |
| Tom | 3/3/16 | Public, or other Group Meeting | Redevelopment Planning Agency (RPA) meeting on the Weldon Boulevard Gateway Project. The RPA recommended approval at a funding amount equal to \$355,470.33. |
| Tom | 3/4/16 | Public, or other Group Meeting | Leadership Seminole. |
| Tom | 3/7/16 | Partner Meeting | Coordination session regarding confidential economic development project called Project Momentum. |
| Tom | 3/8/16 | Public, or other Group Meeting | Leadership Seminole. |
| Tom | 3/8/16 | Existing Business Outreach | Chamber's Lake Mary Coffee Club meetings. |
| Tom | 3/9/16 | Public, or other Group Meeting | Planning and Zoning Commission's meeting considering Griffin Farm at Midtown. Staff presentation involved many facets of the project including strategic planning and economic impacts. |
| Tom | 3/10/16 | Existing Business Outreach | Meeting with local business consultant to discuss viability of a co-working space in downtown Lake Mary. |
| Tom | 3/11/16 | Public, or other Group Meeting | Participant in the Seminole County Public School's new citizen academy. |
| Tom | 3/14/16 | Partner Meeting | Meeting with the Lake Mary Trailblazers to discuss sponsorship for Heritage Park Veterans Memorial. |
| Tom | 3/14/16 | Existing Business Outreach | Meeting with developer representatives regarding new development off Rinehart Road in Lake Mary. |
| Tom | 3/15/16 | Public, or other Group Meeting | Timacuan HOA meeting. Fire Department Survey administered. |
| Tom | 3/17/16 | Public, or other Group Meeting | City Commission meeting considering Griffin Farm at Midtown. Staff presentation involved many facets of the project including strategic planning and economic impacts. |
| Tom | 3/21/16 | Partner Meeting | Uber kickoff meeting in Altamonte Springs. |
| Tom | 3/21/16 | Partner Meeting | Coordinated the bi-monthly SEDEN meeting, hosted by the City. Topic area was business education programs within the county. |
| Tom | 3/23/16 | Partner Meeting | Meeting with Longwood staff to discuss downtown redevelopment. |
| Tom | 3/25/16 | Partner Meeting | Review of the Orlando EDC's new software for analyzing economic impacts. |
| Tom | 3/29/16 | Partner Meeting | Attended the Smart Growth America kickoff meeting held in Longwood. |
| Tom | 3/30/16 | Existing Business Assistance | Meeting with Charter School to discuss new development and the annexation process. |

Activity Summary

| City of Lake Mary, Economic Development Activity Summary April, 2016 | |
|---|---|
| Activity Code | Explanation |
| Existing Business Assistance | Existing business assistance involving a problem, and follow-up |
| Existing Business Outreach | Existing business outreach meeting or interview |
| Partner Meeting | Meeting with Economic Development partners |
| Public, or other Group Meeting | Public meetings, or other group meeting |
| Business Data/Analysis Request | Data and analysis request processed |
| New Active Project Leads | Meetings associated with new projects that develop into follow-up action or incentive |
| Prospect Visits | Meeting with business potentially interested in relocating or expanding in Lake Mary |

| Activity Count | April, 2016 |
|--------------------------------|-------------|
| Existing Business Assistance | 0 |
| Existing Business Outreach | 6 |
| Partner Meeting | 3 |
| Public, or other Group Meeting | 4 |
| Business Data/Analysis Request | 0 |
| New Active Project Leads | 1 |
| Prospect Visits | 1 |
| Total Count | 15 |



Milestones:

Preparation and delivery of the 2016 State of the City address on April 28, 2016. The theme this year was the complete city - built around three themes: life, opportunity and fun. Record attendance of approximately 200 participants.

Final approval was obtained from the County's Community Redevelopment Agency. This grant will be for the construction of gateway features at Weldon Blvd. and US 17-92.

Submission of grant application to the State's Department of Economic Opportunity (FDEO) for the Rinehart Road Economic Development Assessment.

Mobility work session with the City Commission on April 7, 2016.



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

City of Lake Mary -
Economic Development Activity Report

Activity Detail

City of Lake Mary, Economic Development Activity Log

April, 2016

| Name | Date | Activity Code | Explanation |
|------|---------|--------------------------------|---|
| Tom | 4/1/16 | Public, or other Group Meeting | Leadership Seminole. |
| Tom | 4/4/16 | Existing Business Outreach | Tele conference with bike share service that operates in Orlando. Discussed the business model and potential for success in Lake Mary. |
| Tom | 4/5/16 | Existing Business Outreach | Meeting with AlphaGraphics in Lake Mary. This company provided a banner for the City's Relay for Life Team. |
| Tom | 4/7/16 | Existing Business Outreach | Florida Hospital - State of the Hospital. The new Lake Mary ER will have a grand opening on May 26, 2016. |
| Tom | 4/7/16 | Public, or other Group Meeting | Mobility work session. |
| Tom | 4/8/16 | Partner Meeting | Meeting with City of Orlando's Bike/Ped Planner to discuss bike share programs. |
| Tom | 4/12/16 | Existing Business Outreach | Chamber's Lake Mary Coffee Club meetings. |
| Tom | 4/13/16 | Existing Business Outreach | Meeting with national homebuilder interested in a site on Rinehart Road. |
| Tom | 4/14/16 | Partner Meeting | Press interviews for stories related to the mobility work session held on April 7. |
| Tom | 4/18/16 | Prospect Visits | Discuss development of site in east village of downtown Lake Mary. |
| Tom | 4/20/16 | Existing Business Outreach | Meeting with Epic Software company to discuss using the City as a prototype community for their software that maps and tracks maintenance, construction, and facility work. |
| Tom | 4/21/16 | Partner Meeting | SSC 'Team Fire' presentation and defense of their research report for the City's Fire Department. |
| Tom | 4/26/16 | Public, or other Group Meeting | County CRA meeting. Final approval of the Weldon Blvd. Gateway Project. |
| Tom | 4/28/16 | Public, or other Group Meeting | State of the City. |
| Tom | 4/29/16 | New Active Project Leads | Submittal of FDEO grant to study the Rinehart Corridor. |
| Tom | 4/29/16 | Public, or other Group Meeting | SCPS Leadership Academy. |



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



Monthly Report

March 2016

Administration and Emergency Operations

We responded to 415 emergency alarms, had 185 transports, and accumulatively participated in 624 hours of EMS and fire related training during the month of March 2016.

Training was conducted on the use of our high rise hose packs with local fire departments.

Meetings were conducted to finalize the manufacturing and equipping of our new fire engine. It is slated to be completed in May to be placed in-service by mid-June.

Continued in-service training of new EMS and Fire reporting software. Implementation date scheduled for May 1, 2016.

Began preparing the operating budget for next year.

Fire Prevention

Fire inspectors conducted 217 combined inspections and 67 plan reviews.

Activities included –

- Site visits for several projects and compliance issues including hydraulic calc plate at 3590 US Hwy 17-92
- Site visits for follow up on company inspections and false alarms
- Continued working on data entry for Mobil Eyes program, spreadsheets for violations, various entry fields and inspection entries
- Began using Mobil Eyes in the field on inspections and continued inputting the data from the company inspections
- Working with FF Mata while on light-duty
- 1 Hydrant flow test conducted
- Continued working on water supply and fire protection issues at 400 Rinehart Rd.
- Follow up on fire sprinkler head activation due to construction

- Coordinated City's Relay for Life team – meetings, minutes, fundraising, raffle basket assembly, etc.
- Participated as the welcoming speaker for an event being held at LM Events Center (DynaFire Day)
- Worked on Third Street addressing issues, letters, survey, commission letter, etc.
- Worked on grant from NFPA for Florida Fire Sprinkler Coalition

Meetings attended –

Staff, Elder Affairs, Safe Kids, DRC, First Step, Family Fun Day, Relay, Florida Hospital and contractor/project meetings. Statewide legislative weekly conference calls with SFMO and FFMIA monthly board calls.

Classes/Training Completed/Attended –

Fire Sprinkler Hydraulics – 8 hours

Public Education Events –

Child Safety Seat Installations – 1 installed – 1.5 hours and 2 participants total
911 tests – 2 conducted

CPR/AED/First Aid Training – 5 hours and 6 participants total

Station Tours – 3 conducted – 3.5 hours and 29 total participants

Fire Extinguisher Training – for USPS – 1.5 hours and 9 participants

Firefighter for a Day – 4 hours – 4 participants

Smoke alarm checks/battery replacement – 2 conducted – 2.5 hours



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



Monthly Report

April 2016

Administration and Emergency Operations

We responded to 379 emergency alarms, had 167 transports, and accumulatively participated in 482.5 hours of EMS and fire related training during the month of April 2016.

Continued preparing a draft budget for 2017. This will be submitted to Finance in early May.

Personnel participated in Relay for Life events.

Chief Cornier and Deputy Chief Landreville attended a presentation at Seminole State College on our community opinion poll results. This data will be useful in planning for future programs and services.

Companies performed five safety inspections, with one reinspection, on local businesses thus beginning our new company inspection program.

Fire Prevention

Fire inspectors conducted 172 combined inspections and 56 plan reviews.

Activities included –

- Site visits for several projects and compliance issues including assisting Marriott with sprinkler report issues
- Completed 15 public records requests
- Issued Stop Work Order at 1150 Emma Oaks Trail – doing work without a permit
- Follow up on gas leak call and disgruntled citizen at 7025 CR 46A (Moe's)
- Meeting with Florida Hospital on proposed locking/exit arrangements
- Continued working on data entry for Mobil Eyes program, spreadsheets for violations, various entry fields and inspection entries
- 1 Hydrant flow test conducted

- Continued working on water supply and fire protection issues at 400 Rinehart Rd.
- Coordinated City Relay for Life team – meetings, minutes, fundraising events and setup/tear down at the event. Also worked on assembling the slideshow for the luminaria ceremony
- Worked on budget for Fire Prevention
- Met with Seminole County and coordinated Damage Assessment Training for our employees (training rescheduled for May)
- Worked with IT to upload Damage Assessment software on all EOC computers in preparation for training
- Attended Statewide Presentation with SFMO and FL Dept. of Financial Services

Meetings attended –

Staff, Elder Affairs, Safe Kids, DRC, First Step, Relay, SCPS, CPR class prep and contractor/project meetings.

State of the City, FFMIA Board Meeting, and Habitat for Humanity w/Orange County FD and FFSA.

Classes/Training Completed/Attended –

Fire Sprinkler Hydraulics and Sprinkler Inspection – 8 hours

Mandatory EAP Training at City Hall – 1.5 hrs.

Reverse 911 at PD – 2 hrs.

Hurricane Essentials at LM Community Ctr. – 4 hrs.

Public Education Events –

Family Fun Day – 2 hours (rained out)

Woodbridge Spring Fling – 2 hours and 100 participants

LMP Health and Safety Fair – 4 hours and 150 participants

Fire Drills – 3 (Verizon, CFE and 1040 Greenwood), 2.5 hours and 1500 participants total

Senior Safety Program Home Visits – 2 homes, 2.5 hours and 6 participants (worked in conjunction with the Senior Center)

Child Safety Seat Installations – 3 installed – 3 hours and 5 participants total

911 tests – 2 conducted

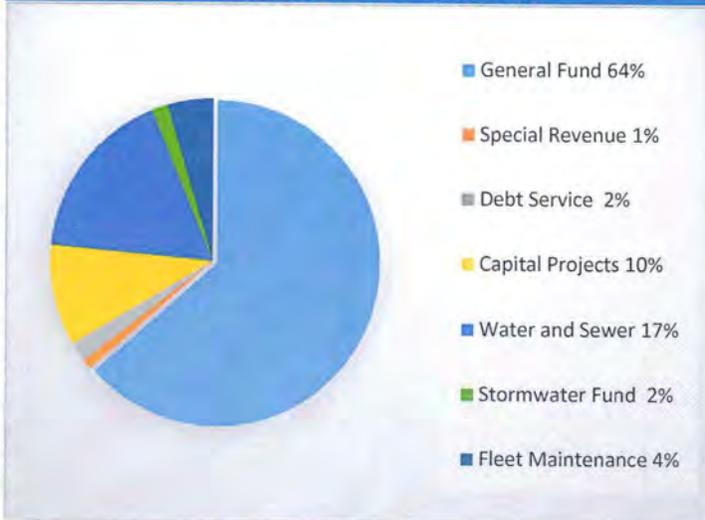
CPR/AED/First Aid Training – 9 classes, 15 hours and 24 participants total

Station Tours – 3 conducted – 4 hours and 29 total participants

City of Lake Mary Budget Snapshot as of March 31, 2016

(50% of fiscal year elapsed)

Fiscal Year 2015 - 2016 Adopted Budget



General Fund Revenues

| Revenues | Budget | Year-to-Date | % |
|---------------------------|----------------------|----------------------|--------------|
| Ad Valorem Taxes | \$ 6,760,607 | \$ 6,387,147 | 94.5% |
| Franchise & Utility Taxes | 6,194,184 | 2,325,595 | 37.5% |
| Business Tax Receipts | 121,900 | 122,232 | 100.3% |
| Permits | 433,143 | 965,713 | 223.0% |
| Fines & Forfeitures | 73,500 | 35,857 | 48.8% |
| Intergovernmental | 1,675,523 | 711,551 | 42.5% |
| Charges for Services | 1,547,700 | 793,170 | 51.2% |
| Investment Income/Other | 227,000 | 122,898 | 54.1% |
| Operating Transfers In | 1,100,000 | 550,000 | 50.0% |
| Total Revenues | \$ 18,133,557 | \$ 12,014,163 | 66.3% |

General Fund Expenditures

| Expenditures | Budget | Year-to-Date | % |
|---------------------------|----------------------|---------------------|--------------|
| City Commission | \$ 99,604 | \$ 48,342 | 48.5% |
| City Manager | 652,327 | 286,985 | 44.0% |
| City Attorney | 105,000 | 29,865 | 28.4% |
| City Clerk | 241,778 | 108,933 | 45.1% |
| General Government | 751,423 | 266,267 | 35.4% |
| Risk Management | 17,000 | 10,564 | 62.1% |
| Finance | 533,836 | 241,805 | 45.3% |
| Information Systems | 306,013 | 150,014 | 49.0% |
| Community Development | 572,852 | 243,730 | 42.5% |
| Building | 430,762 | 162,340 | 37.7% |
| Facilities Maintenance | 392,583 | 141,280 | 36.0% |
| Police Operations | 5,131,582 | 2,369,393 | 46.2% |
| Fire Combat | 4,784,977 | 2,117,003 | 44.2% |
| Fire Prevention | 394,401 | 176,013 | 44.6% |
| Support Services | 957,233 | 414,232 | 43.3% |
| PW Admin & Engineering | 235,232 | 104,812 | 44.6% |
| Streets/Sidewalks | 565,389 | 181,342 | 32.1% |
| Parks & Recreation | 1,798,322 | 741,553 | 41.2% |
| Events Center | 465,396 | 213,053 | 45.8% |
| Community Center | 186,889 | 84,605 | 45.3% |
| Senior Center | 105,797 | 42,650 | 40.3% |
| Tennis Center | 57,618 | 17,714 | 30.7% |
| Transfers Out | 1,397,928 | 698,964 | 50.0% |
| Total Expenditures | \$ 20,183,942 | \$ 8,851,459 | 43.9% |

| | | | |
|----------------------|---------------|---------------|--------|
| Fund Balance Forward | 12,624,225 | 15,368,972 | 121.7% |
| Current Fund Balance | \$ 10,573,840 | \$ 18,531,676 | 175.3% |

Debt Service Funds

| Revenues | Budget | Year-to-Date | % |
|---------------------|------------|--------------|--------|
| Transfers In | \$ 336,928 | \$ 168,464 | 50.0% |
| Expenditures | | | |
| PIRRB Series 2007 | \$ 290,679 | \$ 290,679 | 100.0% |
| PIRRN Series 2012 | \$ 332,904 | \$ 291,440 | 87.5% |

Special Revenue Funds

| Revenues | Budget | Year-to-Date | % |
|-------------------------|------------------|------------------|---------------|
| Impact Fees | \$ 28,700 | 54,288 | 189.2% |
| Cemetery Sales | 4,000 | 1,225 | 30.6% |
| Fines & Forfeitures | 7,000 | 15,964 | 228.1% |
| Investment Income/Other | 5,400 | 1,331 | 24.6% |
| Total | \$ 45,100 | \$ 72,808 | 161.4% |

Expenditures

| | | | |
|---------------------|-------------------|------------------|--------------|
| Training | \$ 23,000 | \$ 4,049 | 17.6% |
| Operating & DARE | 67,000 | 2,360 | 3.5% |
| Contributions | - | - | 0.0% |
| Capital | 33,500 | 36,220 | 108.1% |
| Heritage Park | 185,000 | 6,045 | 3.3% |
| Cemetery Operations | 13,100 | 2,404 | 18.4% |
| Total | \$ 321,600 | \$ 51,078 | 15.9% |

| | | | |
|----------------------|------------|------------|--------|
| Fund Balance Forward | 700,850 | 635,032 | 90.6% |
| Current Fund Balance | \$ 424,350 | \$ 656,762 | 154.8% |

Capital Projects Fund

| Revenues | Budget | Year-to-Date | % |
|-------------------------|---------------------|-------------------|--------------|
| Investment Income | \$ 6,000 | \$ 1,324 | 22.1% |
| Grants | 78,312 | - | 0.0% |
| Intergovernmental/Other | 843,570 | 451,038 | 53.5% |
| Transfers In | 760,000 | 380,000 | 50.0% |
| Total | \$ 1,687,882 | \$ 832,362 | 49.3% |

Expenditures

| | | | |
|------------------|---------------------|-------------------|--------------|
| Capital Projects | 3,178,895 | 727,026 | 22.9% |
| Total | \$ 3,178,895 | \$ 727,026 | 22.9% |

| | | | |
|----------------------|------------|--------------|-------|
| Fund Balance Forward | 1,662,350 | 1,545,785 | 93.0% |
| Current Fund Balance | \$ 171,337 | \$ 1,651,121 | 964% |

Water and Sewer Fund

| Revenues | Budget | Year-to-Date | % |
|-------------------------|---------------------|---------------------|--------------|
| Water Sales | \$ 1,950,000 | \$ 927,419 | 47.6% |
| Sewer Revenue | 1,935,000 | 1,016,432 | 52.5% |
| Reclaimed Water | 200,000 | 93,414 | 46.7% |
| Water Impact Fees | 50,000 | 5,968 | 11.9% |
| Sewer Impact Fees | 5,000 | 1,653 | 33.1% |
| Investment Income/Other | 183,000 | 162,231 | 88.7% |
| Total | \$ 4,323,000 | \$ 2,207,117 | 51.1% |

Expenditures

| | | | |
|-------------------------|---------------------|---------------------|--------------|
| Operating Expenses | 1,738,576 | 801,556 | 46.1% |
| Capital Projects | 1,267,000 | 733,228 | 57.9% |
| Wholesale swr/reclaimed | 1,345,000 | 639,689 | 47.6% |
| Transfers Out | 1,149,000 | 574,500 | 50.0% |
| Total | \$ 5,499,576 | \$ 2,748,973 | 50.0% |

| | | | |
|---------------------------|---------------|---------------|--------|
| Beg Unrestrict Net Assets | 13,443,265 | 14,150,241 | 105.3% |
| Available Net Assets | \$ 12,266,689 | \$ 13,608,385 | 110.9% |

Stormwater Utility Fund

| Revenues | Budget | Year-to-Date | % |
|-----------------|-------------------|-------------------|--------------|
| Stormwater Fees | \$ 396,000 | \$ 196,594 | 49.6% |
| Interest/Other | 3,000 | 975 | 32.5% |
| Total | \$ 399,000 | \$ 197,569 | 49.5% |

Expenditures

| | | | |
|--------------------|-------------------|-------------------|--------------|
| Operating Expenses | 304,930 | 94,095 | 30.9% |
| Capital Projects | 200,000 | 206,026 | 103.0% |
| Total | \$ 504,930 | \$ 300,121 | 59.4% |

| | | | |
|-------------------------|------------|------------|--------|
| Unrestricted Net Assets | 423,285 | 480,836 | 113.6% |
| Available Net Assets | \$ 317,355 | \$ 378,284 | 119.2% |

Fleet Maintenance Internal Service Fund

| Revenues | Budget | Year-to-Date | % |
|--------------------------|--------------|--------------|-------|
| Fleet Transfers & Income | \$ 1,177,740 | \$ 456,876 | 38.8% |
| Expenditures | | | |
| Operating Costs | \$ 312,208 | \$ 145,540 | 46.6% |
| Vehicle Purchases | \$ 1,154,000 | \$ 188,378 | 16.3% |

City of Lake Mary, Florida
General Fund Revenues
As of March 31, 2016

| Account Code | Description | 2012 Actual | 2013 Actual | 2014 Actual | 2015 Budget | 2015 Actual | 2016 Budget | 2016 Actual | % FYTD |
|--------------|---------------------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|---------|
| 311-10 | Millage Rate | 3.6355 | 3.6355 | 3.5895 | 3.5895 | 3.5895 | 3.5895 | 3.5895 | |
| | Ad valorem tax | \$ 6,072,711 | 6,029,358 | 6,146,678 | 6,327,960 | 6,385,066 | 6,760,607 | 6,387,147 | 94.48% |
| | Franchise & Utility: | | | | | | | | |
| 313-10 | Duke Energy - Franchise | 1,224,950 | 1,128,047 | 1,146,509 | 1,134,190 | 1,169,179 | 1,156,874 | 440,997 | 38.12% |
| 313-11 | FP&L - Franchise | 545,433 | 535,600 | 591,267 | 568,537 | 545,849 | 579,908 | 188,728 | 32.54% |
| 313-40 | Propane - Franchise | 10,010 | 5,864 | 8,367 | 8,585 | 9,280 | 8,671 | 4,392 | 50.65% |
| 313-70 | Solid Waste - Franchise | 419,745 | 428,368 | 441,060 | 442,491 | 492,835 | 505,000 | 192,032 | 38.03% |
| | Total Franchise | 2,200,138 | 2,097,879 | 2,187,203 | 2,153,803 | 2,217,143 | 2,250,453 | 826,149 | 36.71% |
| 314-10 | Duke Energy - Utility | 1,249,357 | 1,288,610 | 1,310,121 | 1,297,751 | 1,286,439 | 1,317,217 | 495,747 | 37.64% |
| 314-11 | FP&L - Utility | 601,224 | 648,297 | 729,688 | 717,878 | 747,297 | 732,236 | 297,193 | 40.59% |
| 314-20 | Telecommunications | 2,011,704 | 2,093,587 | 1,746,328 | 1,857,389 | 1,647,456 | 1,838,815 | 683,454 | 37.17% |
| 314-80 | Propane Gas - Utility | 47,512 | 40,838 | 52,307 | 50,421 | 54,645 | 55,463 | 23,052 | 41.56% |
| | Total Utility | 3,909,797 | 4,071,332 | 3,838,444 | 3,923,439 | 3,735,837 | 3,943,731 | 1,499,446 | 38.02% |
| | Total Franchise & Utility | 6,109,935 | 6,169,211 | 6,025,647 | 6,077,242 | 5,952,980 | 6,194,184 | 2,325,595 | 37.54% |
| | Licenses and Permits: | | | | | | | | |
| 321-60 | Business Tax Receipts | 115,373 | 118,964 | 117,319 | 118,110 | 121,639 | 121,900 | 122,232 | 100.27% |
| 322-10 | Building Permits | 851,192 | 1,543,828 | 864,080 | 720,524 | 926,988 | 365,270 | 874,634 | 239.45% |
| 322-20 | Electrical Permits | 63,819 | 45,976 | 77,580 | 48,118 | 39,037 | 28,871 | 47,289 | 163.79% |
| 322-30 | Plumbing Permits | 43,687 | 30,639 | 28,629 | 33,687 | 20,018 | 20,212 | 15,831 | 78.32% |
| 322-40 | Mechanical Permits | 25,243 | 32,685 | 50,765 | 31,316 | 38,298 | 18,790 | 27,959 | 148.80% |
| | Total Licenses & Permits | 1,099,314 | 1,772,092 | 1,138,373 | 951,755 | 1,145,980 | 555,043 | 1,087,945 | 196.01% |
| | Fines & Forfeitures: | | | | | | | | |
| 351-10 | Court Fines | 59,132 | 69,858 | 71,304 | 56,474 | 54,473 | 58,000 | 18,440 | 31.79% |
| 351-30 | False Alarm Fees | 4,225 | 3,950 | 500 | 600 | 1,000 | 500 | 1,100 | 220.00% |
| 351-50 | Violation of Local Ordin. | 7,810 | 33,586 | 47,850 | 15,000 | 44,588 | 15,000 | 16,317 | 108.78% |
| | Total Fines & Forfeitures | 71,167 | 107,394 | 119,654 | 72,074 | 100,061 | 73,500 | 35,857 | 48.79% |
| | Intergovernmental: | | | | | | | | |
| 312-41 | Local Option Gas Tax | 224,965 | 249,978 | 250,577 | 258,107 | 260,382 | 260,987 | 107,553 | 41.21% |
| 334-00 | Grants | 3,241 | 2,096 | 20,860 | - | 20,185 | - | - | - |
| 335-12 | State Rev. Share/Gas Tax | 275,591 | 293,595 | 319,579 | 336,458 | 360,889 | 371,964 | 178,579 | 48.01% |
| 335-14 | Mobile Home License | 108 | 114 | 71 | 60 | 117 | 70 | 97 | 138.57% |
| 335-15 | Alcoholic Beverage Lic. | 9,829 | 5,572 | 20,052 | 12,000 | 12,099 | 12,500 | 930 | 0 |
| 335-18 | 1/2 Cent Sales Tax | 800,439 | 834,141 | 880,882 | 957,126 | 974,881 | 1,015,962 | 417,222 | 41.07% |
| 335-20 | Firefighter Supplement | 11,200 | 11,740 | 14,355 | 14,040 | 14,040 | 14,040 | 7,170 | 1 |
| | Total Intergovernmental | 1,325,373 | 1,397,236 | 1,506,376 | 1,577,791 | 1,642,593 | 1,675,523 | 711,551 | 42.47% |

City of Lake Mary, Florida
General Fund Revenues
As of March 31, 2016

| Account Code | Description | 2012 Actual | 2013 Actual | 2014 Actual | 2015 Budget | 2015 Actual | 2016 Budget | 2016 Actual | % FYTD |
|------------------------------|-----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------|
| Charges for Services: | | | | | | | | | |
| 341-80 | County Business License | 10,715 | 10,836 | 11,098 | 11,000 | 11,199 | 11,200 | 8,730 | 77.95% |
| 341-21 | Zoning Fees | 21,798 | 22,074 | 20,334 | 17,000 | 21,559 | 10,500 | 17,988 | 171.31% |
| 341-22 | Site Plan Fees | 3,200 | 10,200 | 12,849 | 8,000 | 4,800 | 6,500 | 9,100 | 140.00% |
| 342-10 | Police Services | 63,085 | 57,744 | 50,067 | 79,700 | 60,941 | 45,000 | 28,522 | 63.38% |
| 342-60 | Rescue Transport Fees | 609,044 | 597,065 | 513,365 | 590,000 | 623,215 | 600,000 | 328,926 | 54.82% |
| 347-10 | Events Center Rental | 513,448 | 489,532 | 533,740 | 520,000 | 565,101 | 590,000 | 293,787 | 49.79% |
| 347-15 | Community Center | - | - | 21,147 | 50,000 | 73,571 | 85,000 | 41,586 | 48.92% |
| 347-20 | Summer Camp Fees | - | - | 51,475 | 45,000 | 73,170 | 70,000 | - | - |
| 347-30 | Farmers Market | 31,379 | 29,719 | 23,107 | 25,000 | 22,897 | 23,000 | 13,113 | 57.01% |
| 347-40 | Skate Park Fees | 8,819 | 4,221 | 3,198 | 4,000 | 3,243 | 4,000 | 1,631 | 40.78% |
| 347-45 | Splash Park Fees | 24,274 | 22,811 | 25,760 | 24,000 | 24,473 | 25,000 | 1,078 | 4.31% |
| 347-50 | Park Rentals | 630 | 1,082 | 783 | 850 | 2,309 | 2,500 | 863 | 34.52% |
| 347-60 | Sports Complex Rentals | 27,330 | 29,288 | 30,620 | 30,000 | 29,534 | 32,000 | 24,053 | 75.17% |
| 347-70 | Softball Leagues | 13,930 | 16,575 | 14,050 | 15,000 | 14,975 | 15,000 | 9,550 | 63.67% |
| 347-80 | Concession Revenues | 679 | 2,435 | 7,326 | 7,500 | 11,512 | 10,000 | 5,524 | 55.24% |
| 347-90 | Tennis Center Revenues | 50,231 | 40,729 | 23,364 | 16,000 | 22,870 | 18,000 | 8,719 | 48.44% |
| | Total Charges for Services | 1,378,562 | 1,334,311 | 1,342,283 | 1,443,050 | 1,565,369 | 1,547,700 | 793,170 | 51.25% |
| Other: | | | | | | | | | |
| 361-10 | Interest | 192,570 | (1,038) | 173,777 | 120,000 | 188,214 | 130,000 | 37,847 | 29.11% |
| 363-10 | Streetlighting | 32,780 | 32,484 | 32,729 | 32,000 | 32,945 | 32,000 | 15,562 | 48.63% |
| 364-00 | Sale of Capital Assets | 51,917 | 388 | 701 | - | 2,362 | - | 324 | - |
| 369-00 | Other Miscellaneous Rev. | 160,060 | 126,900 | 151,663 | 60,000 | 140,794 | 65,000 | 69,165 | 106.41% |
| | Total Other Revenue | 437,327 | 158,734 | 358,870 | 212,000 | 364,315 | 227,000 | 122,898 | 54.14% |
| Transfers In: | | | | | | | | | |
| 381-00 | Transfers from W&S | 850,000 | 900,000 | 985,000 | 1,015,000 | 1,015,000 | 1,100,000 | 550,000 | 50.00% |
| 381-00 | Transfers from Cemetery FD | 125,000 | - | - | - | - | - | - | - |
| | Total Transfers In | 975,000 | 900,000 | 985,000 | 1,015,000 | 1,015,000 | 1,100,000 | 550,000 | 50.00% |
| | Total General Fund Revenue | 17,469,389 | 17,868,336 | 17,622,881 | 17,676,872 | 18,171,364 | 18,133,557 | 12,014,163 | 66.25% |
| | Carry-forward Fund Balance | 15,066,183 | 16,369,093 | 17,541,260 | 14,138,405 | 15,368,972 | 12,624,225 | 15,368,972 | 121.74% |
| | Total Available | \$ 32,535,572 | \$ 34,237,429 | \$ 35,164,141 | \$ 31,815,277 | \$ 33,540,336 | \$ 30,757,782 | \$ 27,383,135 | 89.03% |

FINANCE DEPARTMENT
MONTHLY REPORT
 March 2016

| Purchasing/AP Activity | Mar-16 | FYTD | Mar-15 | FYTD |
|-----------------------------------|---------------|-------------|---------------|-------------|
| Purchase Orders Encumbered | 21 | 290 | 20 | 230 |
| Bids/RFPs Processed | 0 | 3 | 1 | 4 |
| Express Purchase Orders Processed | 6 | 43 | 6 | 70 |
| Express P.O. - Average \$ Value | \$177 | | \$142 | |
| Checks Issued to Vendors | 248 | 1,389 | 210 | 1,364 |
| P-Card Transactions | 325 | 1,754 | 289 | 1,808 |
| P-Card Average \$ Value | \$139 | | \$150 | |

| Accounting/Payroll Activity | | | | |
|-------------------------------------|-----------|-----------|----------|-----------|
| Journal entries Prepared and Posted | 42 | 237 | 20 | 238 |
| Items Deposited | 2,668 | 16,388 | 2,665 | 16,222 |
| Deposited Items Returned | 3 | 24 | 1 | 24 |
| Credit/Debit Card transactions | 666 | 3,696 | 539 | 3,143 |
| Credit/Debit Card Sales | \$105,065 | \$641,995 | \$74,847 | \$373,343 |
| Employees Paid | 387 | 2,683 | 386 | 2,681 |

| Utilities Activity | | | | |
|---------------------------------------|-------|-------|-------|-------|
| Utility Refund Checks | 23 | 104 | 8 | 115 |
| Utility Turn-offs for Non-payment | 23 | 160 | 17 | 123 |
| Door Hangers for Non-pay prepared | 143 | 1,091 | 139 | 880 |
| Delinquent Letters Mailed Out | N/A | | N/A | |
| Utility Service Complaints Handled | 13 | 74 | 16 | 96 |
| Garbage Service Complaints Handled | 13 | | N/A | 59 |
| Existing Utility Accounts Closed | 72 | 332 | 70 | 378 |
| New Utility Accounts Opened | 70 | 355 | 62 | 361 |
| Utility Bank Draft Customers | 1,220 | | 1,158 | |
| Electronic Utility Payments | 1,132 | 6,608 | 1,138 | 6,675 |
| Paperless Billing Customers | 716 | | 736 | |
| Current Residential Water Customers | 4,761 | | 4,761 | |
| Current Residential Sewer Customers | 2,587 | | 2,593 | |
| Current Residential Garbage Customers | 5,017 | | 4,968 | |
| Current Commercial Water Customers | 452 | | 448 | |
| Current Commercial Sewer Customers | 390 | | 383 | |
| Current Commercial Garbage Customers | 244 | | 242 | |

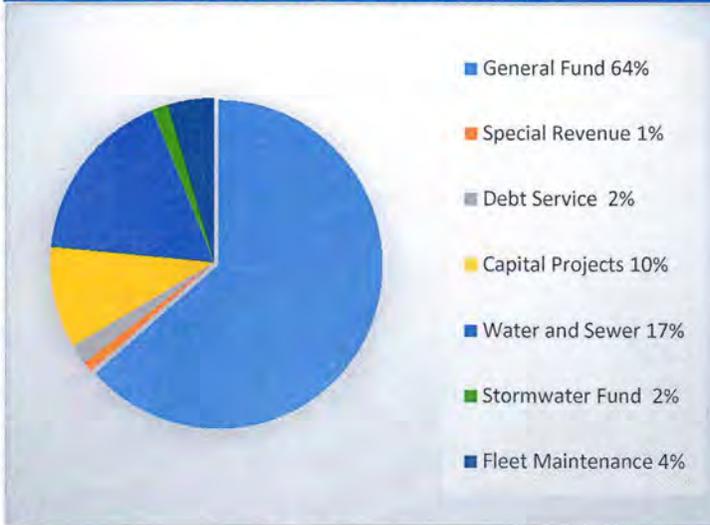
| IT Activity | | | | |
|---------------------------------|--------|---------|--------|---------|
| Helpdesk tickets logged | 180 | 793 | 183 | 831 |
| Computer/Server/Network tickets | 174 | 770 | 174 | 797 |
| Cell Phone tickets | 3 | 30 | 4 | 29 |
| Helpdesk tickets resolved | 177 | 798 | 178 | 830 |
| Average resolution time (days) | 1 | | 1 | |
| Intranet/Website Updates | 3 | 31 | 6 | 34 |
| Unique Website Visitors | 19,434 | 109,704 | 21,285 | 106,184 |

| Items of Interest During Reporting Period | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |

City of Lake Mary Budget Snapshot as of April 30, 2016

(67% of fiscal year elapsed)

Fiscal Year 2015 - 2016 Adopted Budget



General Fund Revenues

| Revenues | Budget | Year-to-Date | % |
|---------------------------|----------------------|----------------------|--------------|
| Ad Valorem Taxes | \$ 6,760,607 | \$ 6,630,219 | 98.1% |
| Franchise & Utility Taxes | 6,194,184 | 2,769,210 | 44.7% |
| Business Tax Receipts | 121,900 | 123,332 | 101.2% |
| Permits | 433,143 | 1,188,315 | 274.3% |
| Fines & Forfeitures | 73,500 | 41,574 | 56.6% |
| Intergovernmental | 1,675,523 | 848,439 | 50.6% |
| Charges for Services | 1,547,700 | 955,230 | 61.7% |
| Investment Income/Other | 227,000 | 164,384 | 72.4% |
| Operating Transfers In | 1,100,000 | 641,667 | 58.3% |
| Total Revenues | \$ 18,133,557 | \$ 13,362,370 | 73.7% |

General Fund Expenditures

| Expenditures | Budget | Year-to-Date | % |
|---------------------------|----------------------|----------------------|--------------|
| City Commission | \$ 99,604 | \$ 56,384 | 56.6% |
| City Manager | 652,327 | 358,511 | 55.0% |
| City Attorney | 105,000 | 33,454 | 31.9% |
| City Clerk | 241,778 | 132,899 | 55.0% |
| General Government | 751,423 | 274,443 | 36.5% |
| Risk Management | 17,000 | 10,830 | 63.7% |
| Finance | 533,836 | 300,067 | 56.2% |
| Information Systems | 306,013 | 187,089 | 61.1% |
| Community Development | 572,852 | 300,388 | 52.4% |
| Building | 430,762 | 202,569 | 47.0% |
| Facilities Maintenance | 392,583 | 180,546 | 46.0% |
| Police Operations | 5,131,582 | 2,895,610 | 56.4% |
| Fire Combat | 4,784,977 | 2,632,577 | 55.0% |
| Fire Prevention | 394,401 | 218,376 | 55.4% |
| Support Services | 957,233 | 518,105 | 54.1% |
| PW Admin & Engineering | 235,232 | 133,828 | 56.9% |
| Streets/Sidewalks | 565,389 | 217,083 | 38.4% |
| Parks & Recreation | 1,798,322 | 901,404 | 50.1% |
| Events Center | 465,396 | 256,550 | 55.1% |
| Community Center | 186,889 | 104,326 | 55.8% |
| Senior Center | 105,797 | 52,698 | 49.8% |
| Tennis Center | 57,618 | 22,873 | 39.7% |
| Transfers Out | 1,397,928 | 815,458 | 58.3% |
| Total Expenditures | \$ 20,183,942 | \$ 10,806,068 | 53.5% |

| | | | |
|-----------------------------|----------------------|----------------------|---------------|
| <i>Fund Balance Forward</i> | 12,624,225 | 15,368,972 | 121.7% |
| Current Fund Balance | \$ 10,573,840 | \$ 17,925,274 | 169.5% |

Debt Service Funds

| Revenues | Budget | Year-to-Date | % |
|---------------------|------------|--------------|--------|
| Transfers In | \$ 336,928 | \$ 196,541 | 58.3% |
| Expenditures | | | |
| PIRRB Series 2007 | \$ 290,679 | \$ 290,679 | 100.0% |
| PIRRN Series 2012 | \$ 332,904 | \$ 332,904 | 100.0% |

Special Revenue Funds

| Revenues | Budget | Year-to-Date | % |
|-------------------------|------------------|------------------|---------------|
| Impact Fees | \$ 28,700 | 76,088 | 265.1% |
| Cemetery Sales | 4,000 | 1,250 | 31.3% |
| Fines & Forfeitures | 7,000 | 15,964 | 228.1% |
| Investment Income/Other | 5,400 | 2,224 | 41.2% |
| Total | \$ 45,100 | \$ 95,526 | 211.8% |

Expenditures

| | | | |
|---------------------|-------------------|------------------|--------------|
| Training | \$ 23,000 | \$ 4,799 | 20.9% |
| Operating & DARE | 67,000 | 2,360 | 3.5% |
| Contributions | - | - | 0.0% |
| Capital | 33,500 | 36,292 | 108.3% |
| Heritage Park | 185,000 | 6,045 | 3.3% |
| Cemetery Operations | 13,100 | 2,997 | 22.9% |
| Total | \$ 321,600 | \$ 52,493 | 16.3% |

| | | | |
|-----------------------------|-------------------|-------------------|---------------|
| <i>Fund Balance Forward</i> | 700,850 | 635,032 | 90.6% |
| Current Fund Balance | \$ 424,350 | \$ 678,065 | 159.8% |

Capital Projects Fund

| Revenues | Budget | Year-to-Date | % |
|-------------------------|---------------------|-------------------|--------------|
| Investment Income | \$ 6,000 | \$ 1,298 | 21.6% |
| Grants | 78,312 | - | 0.0% |
| Intergovernmental/Other | 843,570 | 515,260 | 61.1% |
| Transfers In | 760,000 | 443,333 | 58.3% |
| Total | \$ 1,687,882 | \$ 959,891 | 56.9% |

Expenditures

| | | | |
|------------------|---------------------|---------------------|--------------|
| Capital Projects | 3,178,895 | 1,756,674 | 55.3% |
| Total | \$ 3,178,895 | \$ 1,756,674 | 55.3% |

| | | | |
|-----------------------------|-------------------|-------------------|-------------|
| <i>Fund Balance Forward</i> | 1,662,350 | 1,545,785 | 93.0% |
| Current Fund Balance | \$ 171,337 | \$ 749,002 | 437% |

Water and Sewer Fund

| Revenues | Budget | Year-to-Date | % |
|-------------------------|---------------------|---------------------|--------------|
| Water Sales | \$ 1,950,000 | \$ 1,128,604 | 57.9% |
| Sewer Revenue | 1,935,000 | 1,234,434 | 63.8% |
| Reclaimed Water | 200,000 | 111,121 | 55.6% |
| Water Impact Fees | 50,000 | 24,598 | 49.2% |
| Sewer Impact Fees | 5,000 | 9,019 | 180.4% |
| Investment Income/Other | 183,000 | 202,903 | 110.9% |
| Total | \$ 4,323,000 | \$ 2,710,679 | 62.7% |

Expenditures

| | | | |
|-------------------------|---------------------|---------------------|--------------|
| Operating Expenses | 1,738,576 | 946,845 | 54.5% |
| Capital Projects | 1,267,000 | 740,091 | 58.4% |
| Wholesale swr/reclaimed | 1,345,000 | 758,317 | 56.4% |
| Transfers Out | 1,149,000 | 670,250 | 58.3% |
| Total | \$ 5,499,576 | \$ 3,115,503 | 56.6% |

| | | | |
|----------------------------------|----------------------|----------------------|---------------|
| <i>Beg Unrestrict Net Assets</i> | 13,443,265 | 14,150,241 | 105.3% |
| Available Net Assets | \$ 12,266,689 | \$ 13,745,417 | 112.1% |

Stormwater Utility Fund

| Revenues | Budget | Year-to-Date | % |
|-----------------|-------------------|-------------------|--------------|
| Stormwater Fees | \$ 396,000 | \$ 231,015 | 58.3% |
| Interest/Other | 3,000 | 1,423 | 47.4% |
| Total | \$ 399,000 | \$ 232,438 | 58.3% |

Expenditures

| | | | |
|--------------------|-------------------|-------------------|--------------|
| Operating Expenses | 304,930 | 113,018 | 37.1% |
| Capital Projects | 200,000 | 213,130 | 106.6% |
| Total | \$ 504,930 | \$ 326,148 | 64.6% |

| | | | |
|--------------------------------|-------------------|-------------------|---------------|
| <i>Unrestricted Net Assets</i> | 423,285 | 480,836 | 113.6% |
| Available Net Assets | \$ 317,355 | \$ 387,126 | 122.0% |

Fleet Maintenance Internal Service Fund

| Revenues | Budget | Year-to-Date | % |
|--------------------------|--------------|--------------|-------|
| Fleet Transfers & Income | \$ 1,177,740 | \$ 560,597 | 47.6% |
| Expenditures | | | |
| Operating Costs | \$ 312,208 | \$ 175,565 | 56.2% |
| Vehicle Purchases | \$ 1,154,000 | \$ 442,212 | 38.3% |

City of Lake Mary, Florida
General Fund Revenues
As of April 30, 2016

| Account Code | Description | 2012 Actual | 2013 Actual | 2014 Actual | 2015 Budget | 2015 Actual | 2016 Budget | 2016 Actual | % FYTD |
|--------------|---------------------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|---------|
| | Millage Rate | 3.6355 | 3.6355 | 3.5895 | 3.5895 | 3.5895 | 3.5895 | 3.5895 | |
| 311-10 | Ad valorem tax | \$ 6,072,711 | 6,029,358 | 6,146,678 | 6,327,960 | 6,385,066 | 6,760,607 | 6,630,219 | 98.07% |
| | Franchise & Utility: | | | | | | | | |
| 313-10 | Duke Energy - Franchise | 1,224,950 | 1,128,047 | 1,146,509 | 1,134,190 | 1,169,179 | 1,156,874 | 518,610 | 44.83% |
| 313-11 | FP&L - Franchise | 545,433 | 535,600 | 591,267 | 568,537 | 545,849 | 579,908 | 229,731 | 39.62% |
| 313-40 | Propane - Franchise | 10,010 | 5,864 | 8,367 | 8,585 | 9,280 | 8,671 | 4,392 | 50.65% |
| 313-70 | Solid Waste - Franchise | 419,745 | 428,368 | 441,060 | 442,491 | 492,835 | 505,000 | 233,386 | 46.22% |
| | Total Franchise | 2,200,138 | 2,097,879 | 2,187,203 | 2,153,803 | 2,217,143 | 2,250,453 | 986,119 | 43.82% |
| 314-10 | Duke Energy - Utility | 1,249,357 | 1,288,610 | 1,310,121 | 1,297,751 | 1,286,439 | 1,317,217 | 588,940 | 44.71% |
| 314-11 | FP&L - Utility | 601,224 | 648,297 | 729,688 | 717,878 | 747,297 | 732,236 | 349,812 | 47.77% |
| 314-20 | Telecommunications | 2,011,704 | 2,093,587 | 1,746,328 | 1,857,389 | 1,647,456 | 1,838,815 | 815,793 | 44.37% |
| 314-80 | Propane Gas - Utility | 47,512 | 40,838 | 52,307 | 50,421 | 54,645 | 55,463 | 28,546 | 51.47% |
| | Total Utility | 3,909,797 | 4,071,332 | 3,838,444 | 3,923,439 | 3,735,837 | 3,943,731 | 1,783,091 | 45.21% |
| | Total Franchise & Utility | 6,109,935 | 6,169,211 | 6,025,647 | 6,077,242 | 5,952,980 | 6,194,184 | 2,769,210 | 44.71% |
| | Licenses and Permits: | | | | | | | | |
| 321-60 | Business Tax Receipts | 115,373 | 118,964 | 117,319 | 118,110 | 121,639 | 121,900 | 123,332 | 101.17% |
| 322-10 | Building Permits | 851,192 | 1,543,828 | 864,080 | 720,524 | 926,988 | 365,270 | 1,086,609 | 297.48% |
| 322-20 | Electrical Permits | 63,819 | 45,976 | 77,580 | 48,118 | 39,037 | 28,871 | 51,951 | 179.94% |
| 322-30 | Plumbing Permits | 43,687 | 30,639 | 28,629 | 33,687 | 20,018 | 20,212 | 18,883 | 93.42% |
| 322-40 | Mechanical Permits | 25,243 | 32,685 | 50,765 | 31,316 | 38,298 | 18,790 | 30,872 | 164.30% |
| | Total Licenses & Permits | 1,099,314 | 1,772,092 | 1,138,373 | 951,755 | 1,145,980 | 555,043 | 1,311,647 | 236.31% |
| | Fines & Forfeitures: | | | | | | | | |
| 351-10 | Court Fines | 59,132 | 69,858 | 71,304 | 56,474 | 54,473 | 58,000 | 24,117 | 41.58% |
| 351-30 | False Alarm Fees | 4,225 | 3,950 | 500 | 600 | 1,000 | 500 | 1,100 | 220.00% |
| 351-50 | Violation of Local Ordin. | 7,810 | 33,586 | 47,850 | 15,000 | 44,588 | 15,000 | 16,357 | 109.05% |
| | Total Fines & Forfeitures | 71,167 | 107,394 | 119,654 | 72,074 | 100,061 | 73,500 | 41,574 | 56.56% |
| | Intergovernmental: | | | | | | | | |
| 312-41 | Local Option Gas Tax | 224,965 | 249,978 | 250,577 | 258,107 | 260,382 | 260,987 | 130,101 | 49.85% |
| 334-00 | Grants | 3,241 | 2,096 | 20,860 | - | 20,185 | - | 3,219 | - |
| 335-12 | State Rev. Share/Gas Tax | 275,591 | 293,595 | 319,579 | 336,458 | 360,889 | 371,964 | 208,244 | 55.98% |
| 335-14 | Mobile Home License | 108 | 114 | 71 | 60 | 117 | 70 | 121 | 172.86% |
| 335-15 | Alcoholic Beverage Lic. | 9,829 | 5,572 | 20,052 | 12,000 | 12,099 | 12,500 | 930 | 7.44% |
| 335-18 | 1/2 Cent Sales Tax | 800,439 | 834,141 | 880,882 | 957,126 | 974,881 | 1,015,982 | 498,654 | 49.08% |
| 335-20 | Firefighter Supplement | 11,200 | 11,740 | 14,355 | 14,040 | 14,040 | 14,040 | 7,170 | 51.07% |
| | Total Intergovernmental | 1,325,373 | 1,397,236 | 1,506,376 | 1,577,791 | 1,642,593 | 1,675,523 | 848,439 | 50.64% |

City of Lake Mary, Florida
General Fund Revenues
As of April 30, 2016

| Account Code | Description | 2012 Actual | 2013 Actual | 2014 Actual | 2015 Budget | 2015 Actual | 2016 Budget | 2016 Actual | % FYTD |
|------------------------------|-----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------|
| Charges for Services: | | | | | | | | | |
| 341-80 | County Business License | 10,715 | 10,836 | 11,098 | 11,000 | 11,199 | 11,200 | 9,125 | 81.47% |
| 341-21 | Zoning Fees | 21,798 | 22,074 | 20,334 | 17,000 | 21,559 | 10,500 | 22,913 | 218.22% |
| 341-22 | Site Plan Fees | 3,200 | 10,200 | 12,849 | 8,000 | 4,800 | 6,500 | 10,050 | 154.62% |
| 342-10 | Police Services | 63,085 | 57,744 | 50,067 | 79,700 | 60,941 | 45,000 | 38,844 | 86.32% |
| 342-60 | Rescue Transport Fees | 609,044 | 597,065 | 513,365 | 590,000 | 623,215 | 600,000 | 396,040 | 66.01% |
| 347-10 | Events Center Rental | 513,448 | 489,532 | 533,740 | 520,000 | 565,101 | 590,000 | 339,898 | 57.61% |
| 347-15 | Community Center | - | - | 21,147 | 50,000 | 73,571 | 85,000 | 50,707 | 59.66% |
| 347-20 | Summer Camp Fees | - | - | 51,475 | 45,000 | 73,170 | 70,000 | 15,375 | 21.96% |
| 347-30 | Farmers Market | 31,379 | 29,719 | 23,107 | 25,000 | 22,897 | 23,000 | 15,016 | 65.29% |
| 347-40 | Skate Park Fees | 8,819 | 4,221 | 3,198 | 4,000 | 3,243 | 4,000 | 2,053 | 51.33% |
| 347-45 | Splash Park Fees | 24,274 | 22,811 | 25,760 | 24,000 | 24,473 | 25,000 | 2,030 | 8.12% |
| 347-50 | Park Rentals | 630 | 1,082 | 783 | 850 | 2,309 | 2,500 | 1,458 | 58.32% |
| 347-60 | Sports Complex Rentals | 27,330 | 29,288 | 30,620 | 30,000 | 29,534 | 32,000 | 25,264 | 78.95% |
| 347-70 | Softball Leagues | 13,930 | 16,575 | 14,050 | 15,000 | 14,975 | 15,000 | 9,550 | 63.67% |
| 347-80 | Concession Revenues | 679 | 2,435 | 7,326 | 7,500 | 11,512 | 10,000 | 6,954 | 69.54% |
| 347-90 | Tennis Center Revenues | 50,231 | 40,729 | 23,364 | 16,000 | 22,870 | 18,000 | 9,953 | 55.29% |
| | Total Charges for Services | 1,378,562 | 1,334,311 | 1,342,283 | 1,443,050 | 1,565,369 | 1,547,700 | 955,230 | 61.72% |
| Other: | | | | | | | | | |
| 361-10 | Interest | 192,570 | (1,038) | 173,777 | 120,000 | 188,214 | 130,000 | 63,276 | 48.67% |
| 363-10 | Streetlighting | 32,780 | 32,484 | 32,729 | 32,000 | 32,945 | 32,000 | 18,299 | 57.18% |
| 364-00 | Sale of Capital Assets | 51,917 | 388 | 701 | - | 2,362 | - | 2,427 | - |
| 369-00 | Other Miscellaneous Rev. | 160,060 | 126,900 | 151,663 | 60,000 | 140,794 | 65,000 | 80,382 | 123.66% |
| | Total Other Revenue | 437,327 | 158,734 | 358,870 | 212,000 | 364,315 | 227,000 | 164,384 | 72.42% |
| Transfers In: | | | | | | | | | |
| 381-00 | Transfers from W&S | 850,000 | 900,000 | 985,000 | 1,015,000 | 1,015,000 | 1,100,000 | 641,667 | 58.33% |
| 381-00 | Transfers from Cemetery FD | 125,000 | - | - | - | - | - | - | - |
| | Total Transfers In | 975,000 | 900,000 | 985,000 | 1,015,000 | 1,015,000 | 1,100,000 | 641,667 | 58.33% |
| | Total General Fund Revenue | 17,469,389 | 17,868,336 | 17,622,881 | 17,676,872 | 18,171,364 | 18,133,557 | 13,362,370 | 73.69% |
| | Carry-forward Fund Balance | 15,066,183 | 16,369,093 | 17,541,260 | 14,138,405 | 15,368,972 | 12,624,225 | 15,368,972 | 121.74% |
| | Total Available | \$ 32,535,572 | \$ 34,237,429 | \$ 35,164,141 | \$ 31,815,277 | \$ 33,540,336 | \$ 30,757,782 | \$ 28,731,342 | 93.41% |

FINANCE DEPARTMENT
MONTHLY REPORT
April 2016

| Purchasing/AP Activity | Apr-16 | FYTD | Apr-15 | FYTD |
|-----------------------------------|--------|-------|--------|-------|
| Purchase Orders Encumbered | 43 | 333 | 32 | 262 |
| Bids/RFPs Processed | 5 | 8 | 1 | 5 |
| Express Purchase Orders Processed | 5 | 48 | 10 | 80 |
| Express P.O. - Average \$ Value | \$270 | | \$139 | |
| Checks Issued to Vendors | 291 | 1,680 | 261 | 1,625 |
| P-Card Transactions | 286 | 2,040 | 325 | 2,133 |
| P-Card Average \$ Value | \$133 | | \$139 | |

| Accounting/Payroll Activity | | | | |
|-------------------------------------|-----------|-----------|----------|-----------|
| Journal entries Prepared and Posted | 41 | 278 | 47 | 285 |
| Items Deposited | 2,693 | 19,081 | 2,697 | 18,919 |
| Deposited Items Returned | 3 | 27 | 4 | 28 |
| Credit/Debit Card transactions | 644 | 4,340 | 592 | 3,735 |
| Credit/Debit Card Sales | \$130,268 | \$772,264 | \$75,584 | \$448,927 |
| Employees Paid | 588 | 3,271 | 385 | 3,066 |

| Utilities Activity | | | | |
|---------------------------------------|-------|-------|-------|-------|
| Utility Refund Checks | 40 | 144 | 18 | 133 |
| Utility Turn-offs for Non-payment | 18 | 178 | 38 | 161 |
| Door Hangers for Non-pay prepared | 144 | 1,235 | 180 | 1,060 |
| Delinquent Letters Mailed Out | N/A | | N/A | |
| Utility Service Complaints Handled | 16 | 90 | 12 | 108 |
| Garbage Service Complaints Handled | N/A | | N/A | 59 |
| Existing Utility Accounts Closed | 72 | 404 | 65 | 443 |
| New Utility Accounts Opened | 61 | 416 | 64 | 425 |
| Utility Bank Draft Customers | 1,226 | | 1,163 | |
| Electronic Utility Payments | 1,075 | 7,683 | 1,122 | 7,797 |
| Paperless Billing Customers | 713 | | 725 | |
| Current Residential Water Customers | 4,768 | | 4,754 | |
| Current Residential Sewer Customers | 2,595 | | 2,596 | |
| Current Residential Garbage Customers | 5,051 | | 4,983 | |
| Current Commercial Water Customers | 451 | | 446 | |
| Current Commercial Sewer Customers | 389 | | 382 | |
| Current Commercial Garbage Customers | 247 | | 242 | |

| IT Activity | | | | |
|---------------------------------|--------|---------|--------|---------|
| Helpdesk tickets logged | 180 | 973 | 199 | 1,030 |
| Computer/Server/Network tickets | 174 | 944 | 193 | 990 |
| Cell Phone tickets | 3 | 33 | 6 | 35 |
| Helpdesk tickets resolved | 177 | 975 | 205 | 1,035 |
| Average resolution time (days) | 1 | | 1 | |
| Intranet/Website Updates | 3 | 34 | 3 | 37 |
| Unique Website Visitors | 19,478 | 129,182 | 20,038 | 126,222 |

| Items of Interest During Reporting Period |
|---|
| |
| |
| |



Lake Mary Police Department

MONTHLY REPORT- MARCH 2016

| | FY 2016 MAR | FY 2016 YTD | FY 2015 MAR | FY 2015 YTD |
|------------------------------------|----------------|----------------|----------------|----------------|
| Monthly Call Volume | 6,306 | 36,585 | 5,643 | 27,722 |
| Response Times (in minutes) | | | | |
| Priority 1 | 6.06 | | 1.71 | |
| Priority 2 | 3.66 | | 2.92 | |
| Priority 3 | 7.2 | | 7.17 | |

UCR Crimes

| | | | | |
|------------------------------|----|----|----|----|
| Murders | 0 | 0 | 0 | 0 |
| Sex Offenses, Forcible | 1 | 2 | 3 | 4 |
| Robbery | 0 | 0 | 3 | 4 |
| Assault/Battery | 10 | 53 | 8 | 54 |
| Burglary | 4 | 17 | 3 | 37 |
| Theft, all other | 10 | 80 | 13 | 88 |
| Motor Vehicle Theft | 0 | 4 | 1 | 5 |
| Theft of Motor Vehicle Parts | 0 | 4 | 0 | 6 |
| Arson | 0 | 0 | 0 | 0 |
| D.U.I. | 3 | 9 | 1 | 19 |

Total Arrests

| | | | | |
|-----------|----|-----|----|-----|
| Adults | 52 | 258 | 43 | 200 |
| Juveniles | 1 | 10 | 2 | 15 |

Traffic Calls

| | | | | |
|-------------------------------------|-----|-------|-----|-------|
| Crashes | 66 | 369 | 56 | 375 |
| Criminal Citations | 29 | 128 | 14 | 67 |
| Citations- non criminal | 432 | 1,719 | 307 | 1,218 |
| Parking citations | 2 | 14 | 11 | 39 |
| K9 Deployments | 11 | 86 | 14 | 62 |
| Agency Assist; outside Jurisdiction | 54 | 321 | 55 | 285 |

Alarms

| | | | | |
|-------------|-----|-----|-----|-----|
| Total | 109 | 653 | 106 | 574 |
| Business | 67 | 397 | 56 | 314 |
| Residential | 42 | 256 | 50 | 260 |

Total Responses to City Ordinance Violations

| | | | |
|----|-----|----|-----|
| 14 | 146 | 55 | 101 |
|----|-----|----|-----|



Lake Mary Police Department IMPORTANT EVENTS

LMPD

LMPD hosted a luncheon for the local (tri-county) graduates of the FBI's National Academy.

Patrol Division

Lake Mary Police Department Hosted Honor Guard Training, with Ofc. Smith as instructor.

Criminal Investigations Division

CID worked three death investigations.

Request for capias submitted for Sexual Assault case, Stalking and a retail Larceny case.

Capt. Biles returns from the FBI National Academy's 263rd Session in Quantico, Virginia.

Ofc. Juney Thompson joins the CID team as detective.

Det. McDaniel completed week long training at DSC in Interviews and Interrogations.

CID attended Volusia, Lake, and Seminole County Intel Meetings; also represented

LMPD at the Safehouse Board, Multi-Disciplinary Team (MDT), and Human Trafficking Mtg.

Support Services Division (SSD)

Jerry Minchin has been named Accreditation Manager, and Yarimar Woods is now the new Evidence Custodian.

Our new voice recording (NICE) project is complete, and several members of the division have completed training.

Radio upgrades were conducted on the new P25 system via software push.

Ashley Greenhut was spearhead and host for the first quarterly Regional Records Meeting with guest speaker Seminole County Chief Assistant State Attorney Stacey Salmons. Ten different agencies throughout Central Florida and the West Coast participated.



Lake Mary Police Department

MONTHLY REPORT - APRIL 2016

| | FY 2016 APR | FY 2016 YTD | FY 2015 APR | FY 2015 YTD |
|------------------------------------|----------------|----------------|----------------|----------------|
| Monthly Call Volume | 6,721 | 43,306 | 5,602 | 33,324 |
| Response Times (in minutes) | | | | |
| Priority 1 | 2.43 | | 3.68 | |
| Priority 2 | 7.76 | | 3.31 | |
| Priority 3 | 7.63 | | 7.62 | |

UCR Crimes

| | | | | |
|------------------------------|----|----|----|-----|
| Murders | 0 | 0 | 0 | 0 |
| Sex Offenses, Forcible | 0 | 2 | 0 | 4 |
| Robbery | 0 | 0 | 2 | 6 |
| Assault/Battery | 13 | 66 | 8 | 62 |
| Burglary | 10 | 27 | 5 | 42 |
| Theft, all other | 12 | 92 | 14 | 102 |
| Motor Vehicle Theft | 0 | 4 | 1 | 6 |
| Theft of Motor Vehicle Parts | 1 | 5 | 0 | 6 |
| Arson | 0 | 0 | 0 | 0 |
| D.U.I. | 0 | 9 | 3 | 22 |

Total Arrests

| | | | | |
|-----------|----|-----|----|-----|
| Adults | 39 | 297 | 26 | 226 |
| Juveniles | 1 | 11 | 2 | 17 |

Traffic Calls

| | | | | |
|-------------------------------------|-----|-------|-----|-------|
| Crashes | 62 | 431 | 56 | 431 |
| Criminal Citations | 8 | 136 | 11 | 78 |
| Citations- non criminal | 311 | 2,030 | 227 | 1,445 |
| Parking citations | 0 | 14 | 9 | 48 |
| K9 Deployments | 18 | 104 | 18 | 80 |
| Agency Assist; outside Jurisdiction | 45 | 366 | 49 | 334 |

Alarms

| | | | | |
|-------------|-----|-----|----|-----|
| Total | 106 | 759 | 84 | 658 |
| Business | 63 | 460 | 51 | 365 |
| Residential | 43 | 299 | 33 | 293 |

Total Responses to City Ordinance Violations

| | | | |
|----|-----|----|-----|
| 44 | 190 | 49 | 150 |
|----|-----|----|-----|

Lake Mary Police Department - April 2016 Events

LMPD

Effective April 1st, Lt. Biles and Lt. Wallace were promoted to the rank of Captain.

Participated in the Torch Run to benefit Special Olympics. Participants were:

Captains Wallace and Biles, Sgt. Gowen, Det.'s Hernandez and Thompson, and Agent Rodwick.

Escort for the Torch Run was provided by LMPD Special Ops.

Patrol Division

LMPD's Honor Guard participated in Seminole State College graduation ceremonies, and at Lake Mary's State of the City Address.

Participated in Family Fun Day by providing a K-9 demo during the event.

Provided security for Lake Mary Trailblazer 5k. Taste of Lake Mary and Relay for Life were both covered by LMPD staff as well.

Criminal Investigations Division

Two tanning salon employees were arrested for tampering w/client's lotion, causing an adverse skin reaction.

Arrest was made involving theft of cash, where an employee broke into a locked private office.

Larceny cases are being worked for theft of \$536 worth of Crest White Strips from Walgreens.

Cell phones valued at \$10,350 were taken from AT&T store.

21 cases were routed to Economic Crimes Unit.

Various members of the team had training in: Interviews/Interrogations, Pedophile

Investigations, Controlled Call Training, Rapid Deployment, Firearms, Instructor Training, and Employee Assistance Program (EAP) for Supervisors.

Capt. Biles and Sgt. Gowen attended a multi-agency School Resource Officer (SRO) Meeting.

CID was present for Volusia, Lake County, and Seminole County Intel Meetings (SCIM); and represented LMPD at the Safehouse Board, Multi-Disciplinary Team (MDT), and Human Trafficking Meeting.

Community Relations Division

Welcomed Officer Rebekah Matviak as LMPD's Community Relations Officer.

The Reserve's HOA meeting was held at Lake Mary's Community Center.

Coordinated and Completed Silent Auction to benefit Relay for Life; and participated in the Relay for Life event April 29th.

Attended a NOPE (Narcotics Overdose Prevention/Education) presentation at Lake Mary High to gather information about possible involvement in the program.

Met with Zach Hudson/SIG members to discuss helping a citizen in the City of Lake Mary with yard and house upkeep.

Began working on the budget for the upcoming fiscal year.

Made contacts with Lake Mary's Homeowners Associations and businesses to establish relationships and rapport with members and personnel.

Researched several events for upcoming planning: Coffee with a Cop, Dining for Dogs, Holiday Wish, and National Night Out.

Attended Training: RDF (Rapid Deployment Forceteam)

Support Services Division

Support Services celebrated National Public Safety Telecommunicators Week; recognizing the contribution they make to the safety of our citizens and officers.

Evidence personnel participated in DEA's Drug Take Back. 262.5 pounds of prescription drugs were collected for the DEA. Over half this amount came from citizens at the event, with the remainder collected from the Unused Drug Return Box located in the PD's lobby.

Records Specialist Kim Vandegrift received the Civilian of the 1st Quarter award for her exceptional dedication, covering down shifts in Dispatch, while completing her main job functions in Records.



MEMORANDUM

DATE: April 21, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP
City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: March 2016 Planning and Development Activity

FY2015-2016 WORKLOAD DATA

| | FY2015 | | FY2016 | |
|---|--------|-----------|--------|-----------|
| | MAR. | Total YTD | MAR. | Total YTD |
| Land Use Amendments | 0 | 0 | 0 | 1 |
| Rezoning | 0 | 0 | 0 | 1 |
| Conditional Use | 1 | 3 | 0 | 2 |
| Subdivisions/Plat | 1 | 2 | 5 | 8 |
| Site Plans | 1 | 2 | 0 | 7 |
| Variances | 0 | 0 | 0 | 0 |
| Vacates | 0 | 0 | 0 | 0 |
| Annexations | 0 | 0 | 0 | 0 |
| Neighborhood Beautification Grants | 0 | 3 | 0 | 1 |
| DRI Development Agreement & Amendments | 1 | 1 | 0 | 0 |
| PUD Development Agreement & Amendments | 0 | 0 | 0 | 2 |
| Development Agreements, New | 0 | 1 | 0 | 0 |
| DRC Reviews | 0 | 2 | 0 | 8 |
| Home Occupation Review | 5 | 23 | 2 | 17 |
| Business License Review | 34 | 180 | 25 | 159 |
| Arbor Permits (non-development related) | 20 | 82 | 31 | 83 |
| Zoning Verification Letters | 2 | 4 | 2 | 13 |
| Site Permits Issued | 1 | 5 | 3 | 5 |
| Building Permits Review | 36 | 183 | 74 | 282 |
| Number of Project Files Scanned | 0 | 0 | 0 | 1 |
| | | | | |

Significant Meetings & Issues

- March 1 - First Step, Lady Bird Academy
- March 3 - County RPA for CRA project
- March 14 - Altamonte Springs Crescent Project Site Visit
- March 15 - Ladybird Academy Project Meeting; Central Parc Heathrow Phase 3 Site Inspection
- March 18 - Pre Construction Meeting, 920 Williston Park Point
- March 22 - Staff Meeting
- March 24 - Wallace Court Office Shuffle Meeting
- March 28 - Uber/Mobility Meeting
- March 30 - Pre Construction Contact Pointe Landscaping; Seminole Science Charter Expansion; 209 Main Rd Lot Split Meeting
- March 31 - Pre Construction 680 Century Point, and 138/144 W. Crystal Lake Ave. Shaw Project

Current Projects In Review/Construction

- 2016-PSP-02 2016-FSB-03, Griffin Farm David Weekly Homes
- 2016-PSP-04 2016-FSB-05, Griffin Farm Town Center
- 2015-NBG-03 Feather Edge Ph. 2 Neighborhood Grant
- 2016-RZ-01 Primera PUD Amendment
- 2015-SP-02 Lake Emma Properties Additional Parking
- 2015-SP-06 TGIFriday Redevelopment SP
- 2014-SP-02 Station Pointe
- 17/92 CRA Project
- SunRail/Palmetto St. Entry Sign
- Goldberg Feather Edge Subdivision Site Construction
- Twelve Oaks Subdivision Site Construction
- Crystal Reserve Subdivision Site Construction
- Central Parc Heathrow Ph. 3 Site Construction



MEMORANDUM

DATE: May 19, 2016

TO: Mayor and City Commission

FROM: Stephen J. Noto, AICP
City Planner

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: April 2016 Planning and Development Activity

FY2015-2016 WORKLOAD DATA

| | FY2015 | | FY2016 | |
|---|--------|-----------|--------|-----------|
| | APRIL | Total YTD | APRIL | Total YTD |
| Land Use Amendments | 0 | 0 | 0 | 1 |
| Rezoning | 0 | 0 | 3 | 4 |
| Conditional Use | 1 | 3 | 1 | 3 |
| Subdivisions/Plat | 1 | 3 | 1 | 9 |
| Site Plans | 2 | 4 | 1 | 8 |
| Variances | 0 | 0 | 0 | 0 |
| Vacates | 0 | 0 | 0 | 0 |
| Annexations | 0 | 0 | 0 | 0 |
| Neighborhood Beautification Grants | 0 | 3 | 0 | 1 |
| DRI Development Agreement & Amendments | 1 | 1 | 0 | 0 |
| PUD Development Agreement & Amendments | 0 | 0 | 0 | 2 |
| Development Agreements, New | 0 | 1 | 0 | 0 |
| DRC Reviews | 2 | 4 | 1 | 9 |
| Home Occupation Review | 3 | 26 | 3 | 20 |
| Business License Review | 23 | 203 | 27 | 186 |
| Arbor Permits (non-development related) | 17 | 99 | 21 | 104 |
| Zoning Verification Letters | 2 | 6 | 1 | 14 |
| Site Permits Issued | 1 | 6 | 1 | 6 |
| Building Permits Review | 58 | 241 | 66 | 348 |
| | | | | |

Significant Meetings & Issues

- April 1 - Owner meeting regarding property at E. Floyd and First St.; Feather Edge 2 landscaping review
- April 4 - Juice Bike Share Meeting
- April 5 - Downtown Sign Site Meeting; DEO Technical Assistance Grant Meeting
- April 6 - Crystal Reserve Final Inspection; Mobility Workshop run-thru
- April 8 - Bike Share Meeting, LYNX Link 45 Meeting
- April 11 - 17/92 CRA Prep Meeting
- April 12 - SANAC; Supervisory Training; State of the City Prep; P&Z
- April 13 - A/V Meeting w/City of Winter Springs; First Step Anderson Lane Property; DEO Tech Assistance Grant Meeting
- April 14 - Fountain Park Final; Frank Russo Meeting; Mike Legory Meeting
- April 18 - John Williams Meeting; State of City prep; 385 Maya St. Site Visit; Crystal Reserve Tree Removal Site Visit
- April 19 - Lake Mary Automotive Site Visit
- April 20 - Feather Edge 2 Grant Meeting;
- April 21 - State of the City Prep; Waterside 2 Meeting; Shirley Smith Meeting
- April 22 - MetroPlan; Focus Perf. Arts Pre-Con; State of the City Prep
- April 25 - First Step Bill Barfield
- April 26 - DRC Griffin Town Center; State of the City walk thru
- April 27 - State of City Prep and Final Run Thru
- April 28 - State of the City
- April 29 - GIS Planning Staff Meeting

Current Projects In Review/Construction

- 2016-PSP-02 2016-FSB-03, Griffin Farm David Weekly Homes
- 2016-PSP-04 2016-FSB-05, Griffin Farm Town Center
- 2016-RZ-02 2016-RZ-03, Waterside II Pre/Final PUD
- 2016-PSP-04, Waterside II PSP
- 2016-CU-01 2016-SP-04, Ladybird Academy Expansion
- 2016-CU-02, Planet Obstacle
- 2016-RZ-04, John Williams Rezone
- 2014-SP-02, Station Pointe
- 17/92 CRA Project
- Goldberg Feather Edge Subdivision Site Construction
- Twelve Oaks Subdivision Site Construction
- Crystal Reserve Subdivision Site Construction
- Central Parc Heathrow Ph. 3 Site Construction



CITY MANAGER'S REPORT

DATE: April 11, 2016

TO: Mayor and City Commission

FROM: Bobbie Jo Keel, Permitting/Zoning Coordinator

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: March Monthly Report

| BUILDING PERMITS ISSUED | | | | | BUILDING PERMIT VALUATIONS | | | |
|--------------------------------|---------------|-------------|---------------|------------|-----------------------------------|----------------------|---------------------|----------------------|
| ACTIVITY - PERMIT TYPE | Mar-16 | YTD | Mar-15 | YTD | Mar-16 | YTD | Mar-15 | YTD |
| COMMERCIAL - NEW | 1 | 2 | 0 | 1 | \$ 508,400 | \$ 6,632,497 | \$ - | \$ 1,032,000 |
| COMMERCIAL - ALTERATION | 6 | 54 | 12 | 41 | \$ 311,110 | \$ 13,983,825 | \$ 1,061,239 | \$ 2,593,959 |
| RESIDENTIAL - NEW | 12 | 72 | 0 | 11 | \$ 2,343,777 | \$ 15,711,844 | \$ - | \$ - |
| RESIDENTIAL - ALTERATION | 21 | 75 | 8 | 38 | \$ 655,381 | \$ 1,268,331 | \$ 84,072 | \$ 500,380 |
| ELECTRICAL - NEW/ALTERATION | 32 | 197 | 16 | 95 | \$ 315,904 | \$ 6,440,210 | \$ 346,625 | \$ 1,737,933 |
| ELECTRICAL - TEMP/PREPOWER | 6 | 82 | 0 | 24 | \$ 1,000 | \$ 7,000 | \$ - | \$ 4,560 |
| MECHANICAL - NEW/ALTERATION | 36 | 184 | 39 | 104 | \$ 292,135 | \$ 3,411,299 | \$ 896,706 | \$ 8,134,946 |
| PLUMBING - NEW/ALTERATION | 21 | 119 | 12 | 61 | \$ 208,678 | \$ 1,353,012 | \$ 46,767 | \$ 472,624 |
| ROOFING - TILE, METAL & FLAT | 14 | 61 | 3 | 11 | \$ 109,910 | \$ 932,775 | \$ 20,355 | \$ 383,717 |
| RE-ROOFING | 41 | 332 | 27 | 105 | \$ 580,219 | \$ 3,915,184 | \$ 669,777 | \$ 3,708,509 |
| SWIMMING POOL | 1 | 3 | 1 | 5 | \$ 30,000.00 | \$ 116,740.00 | \$ 28,000.00 | \$ 256,300.00 |
| SCREEN ENCLOSURE | 1 | 8 | 2 | 7 | \$ 30,000 | \$ 71,214 | \$ 21,785 | \$ 64,229 |
| FENCE | 8 | 25 | 2 | 24 | \$ 12,266 | \$ 80,290 | \$ 8,646 | \$ 86,214 |
| SIGN | 4 | 32 | 8 | 17 | \$ 10,713 | \$ 262,471 | \$ 35,328 | \$ 68,631 |
| FOUNDATION ONLY | 0 | 0 | 0 | 0 | \$ - | \$ - | \$ - | \$ - |
| DEMOLITION | 0 | 0 | 0 | 2 | \$ - | \$ - | \$ - | \$ 3,700 |
| TOTALS | 204 | 1246 | 130 | 546 | \$ 5,409,493 | \$ 54,186,692 | \$ 3,219,300 | \$ 19,047,702 |

| BUILDING INSPECTIONS PERFORMED | | | | |
|---------------------------------------|---------------|-------------|---------------|-------------|
| TYPE | Mar-16 | YTD | Mar-15 | YTD |
| BUILDING | 363 | 1420 | 246 | 834 |
| ELECTRICAL | 152 | 421 | 87 | 280 |
| MECHANICAL | 106 | 234 | 59 | 130 |
| PLUMBING | 95 | 287 | 51 | 160 |
| TOTALS | 716 | 2362 | 443 | 1404 |

MAJOR PROJECTS

1. Fountain Parke
2. Central Parc
3. Parking Garage

FIRST STEP MEETINGS

1. Ladybird Academy



CITY MANAGER'S REPORT

DATE: May 10, 2016

TO: Mayor and City Commission

FROM: Bobbie Jo Keel, Permitting/Zoning Coordinator

THRU: John Omana, Community Development Director

VIA: Jackie Sova, City Manager

SUBJECT: April Monthly Report

| BUILDING PERMITS ISSUED | | | | BUILDING PERMIT VALUATIONS | | | | |
|--------------------------------|------------|-------------|------------|-----------------------------------|----------------------|----------------------|---------------------|----------------------|
| ACTIVITY - PERMIT TYPE | Apr-16 | YTD | Apr-15 | YTD | Apr-16 | YTD | Apr-15 | YTD |
| COMMERCIAL - NEW | 5 | 7 | 0 | 1 | \$ 2,533,335 | \$ 9,165,832 | \$ - | \$ 1,032,000 |
| COMMERCIAL - ALTERATION | 20 | 74 | 18 | 59 | \$ 1,318,461 | \$ 15,302,286 | \$ 821,222 | \$ 3,415,181 |
| RESIDENTIAL - NEW | 19 | 91 | 8 | 19 | \$ 4,648,936 | \$ 20,360,780 | \$ 4,794,414 | \$ - |
| RESIDENTIAL - ALTERATION | 14 | 89 | 18 | 56 | \$ 1,375,594 | \$ 1,268,331 | \$ 175,047 | \$ 675,427 |
| ELECTRICAL - NEW/ALTERATION | 27 | 224 | 23 | 118 | \$ 481,979 | \$ 6,922,189 | \$ 148,715 | \$ 1,886,648 |
| ELECTRICAL - TEMP/PREPOWER | 9 | 82 | 21 | 45 | \$ 1,400 | \$ 8,400 | \$ 1,900 | \$ 6,460 |
| MECHANICAL - NEW/ALTERATION | 25 | 209 | 21 | 125 | \$ 346,940 | \$ 3,758,239 | \$ 250,412 | \$ 8,385,358 |
| PLUMBING - NEW/ALTERATION | 20 | 139 | 12 | 73 | \$ 205,240 | \$ 1,558,252 | \$ 82,011 | \$ 554,635 |
| ROOFING - TILE, METAL & FLAT | 2 | 63 | 0 | 11 | \$ 39,310 | \$ 972,085 | \$ - | \$ 383,717 |
| RE-ROOFING | 27 | 359 | 42 | 147 | \$ 343,776 | \$ 4,258,960 | \$ 504,686 | \$ 4,213,195 |
| SWIMMING POOL | 1 | 4 | 2 | 7 | \$ 39,448.00 | \$ 156,188.00 | \$ 87,196.00 | \$ 343,496.00 |
| SCREEN ENCLOSURE | 1 | 9 | 1 | 8 | \$ 5,800 | \$ 77,014 | \$ 3,115 | \$ 67,344 |
| FENCE | 5 | 30 | 15 | 39 | \$ 46,008 | \$ 126,298 | \$ 15 | \$ 87,714 |
| SIGN | 8 | 40 | 7 | 24 | \$ 94,126 | \$ 356,597 | \$ 19,347 | \$ 87,978 |
| FOUNDATION ONLY | 0 | 0 | 0 | 0 | \$ - | \$ - | \$ - | \$ - |
| DEMOLITION | 3 | 3 | 0 | 2 | \$ 24,601 | \$ 24,601 | \$ - | \$ 3,700 |
| TOTALS | 186 | 1423 | 188 | 734 | \$ 11,504,954 | \$ 64,316,052 | \$ 6,888,080 | \$ 21,142,853 |

| BUILDING INSPECTIONS PERFORMED | | | | |
|---------------------------------------|------------|-------------|------------|-------------|
| TYPE | Apr-16 | YTD | Apr-15 | YTD |
| BUILDING | 384 | 1804 | 204 | 1038 |
| ELECTRICAL | 91 | 512 | 74 | 354 |
| MECHANICAL | 74 | 308 | 40 | 170 |
| PLUMBING | 90 | 377 | 36 | 196 |
| TOTALS | 639 | 3001 | 354 | 1758 |

MAJOR PROJECTS

1. Fountain Parke
2. Central Parc
3. Parking Garage

FIRST STEP MEETINGS

1. Anderson Lane
2. 4th St. & Crystal Lake Ave.

**CITY CLERK'S OFFICE MONTHLY REPORT
MARCH 2016**

| | FY 2016 | | FY 2015 | |
|--------------------------------|------------|-------------|------------|-------------|
| | MARCH 16 | YTD | MARCH 2015 | YTD |
| MINUTES PREPARED (SETS) | 2 | 10 | 1 | 11 |
| ORDINANCES CREATED | 0 | 0 | 0 | 0 |
| ORDINANCES PREPARED | 0 | 1 | 1 | 3 |
| RESOLUTIONS CREATED | 0 | 0 | 0 | 0 |
| RESOLUTIONS PREPARED | 0 | 4 | 0 | 2 |
| PROCLAMATIONS PREPARED | 8 | 12 | 5 | 13 |
| OCCUPATIONAL LICENSES | | | | |
| NEW | 18 | 162 | 16 | 154 |
| RENEWALS | 6 | 304 | 2 | 319 |
| TRANSFERS | 6 | 25 | 8 | 31 |
| REVENUE GENERATED | \$1,272.50 | \$26,043.00 | \$1,162.50 | \$25,158.25 |
| CITY ELECTIONS HELD | 0 | 0 | 0 | 0 |
| DOCUMENTS RECORDED | 6 | 31 | 3 | 23 |
| RECORDS DESTROYED (CUBIC FEET) | 0 | 0 | 0 | 0 |

**CITY CLERK'S OFFICE MONTHLY REPORT
APRIL 2016**

| | FY 2016 | | FY 2015 | |
|--------------------------------|------------|-------------|------------|-------------|
| | APRIL 16 | YTD | APRIL 15 | YTD |
| MINUTES PREPARED (SETS) | 1 | 11 | 2 | 13 |
| ORDINANCES CREATED | 0 | 0 | 0 | 0 |
| ORDINANCES PREPARED | 0 | 1 | 0 | 3 |
| RESOLUTIONS CREATED | 1 | 1 | 0 | 0 |
| RESOLUTIONS PREPARED | 0 | 4 | 0 | 2 |
| PROCLAMATIONS PREPARED | 2 | 14 | 4 | 17 |
| OCCUPATIONAL LICENSES | | | | |
| NEW | 19 | 181 | 22 | 176 |
| RENEWALS | 4 | 308 | 24 | 333 |
| TRANSFERS | 3 | 28 | 3 | 34 |
| REVENUE GENERATED | \$1,270.00 | \$27,313.00 | \$1,575.00 | \$26,773.25 |
| CITY ELECTIONS HELD | 0 | 0 | 0 | 0 |
| DOCUMENTS RECORDED | 2 | 33 | 2 | 25 |
| RECORDS DESTROYED (CUBIC FEET) | 0 | 0 | 0 | 0 |

PUBLIC WORKS UPDATE

March 2016

Streets/Sidewalks – 432

1. Traffic signal at Country Club and Wilbur Avenue being designed by Seminole County. Will need to widen Country Club to accommodate turn lanes.
2. New sidewalk & turn lane on E. Crystal Lake Ave. 80% design complete.
3. Emma Oaks Trail sidewalk bids received, waiting on Progress Energy work to be completed prior to award. Looking at June timeline.
4. Milling and paving project is complete.

Water Treatment – 434

1. 12-month average daily water demand 3.16 million gallons (6% above previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.38, plant capacity 9.99 MGD. Rainfall five inches below average year-to-date.
2. New high service pump variable frequency drives on order.

Water Distribution/Wastewater Collection – 435

1. Meter Change-out Program – ongoing.
2. Lift station pump maintenance program – all stations have been repaired/modified; we are experiencing a 25% reduction in electric use over 2011.
3. Palmetto Street Turn Lane and Lake Mary Blvd. Sewer Project complete.

Public Works has not had a lost-time accident since April 9, 2012.

| | Mar-16 | FYTD | Mar-15 | FYTD |
|---|--------|-------|--------|------|
| Work Orders Completed | 32 | 187 | 27 | 145 |
| Sidewalks Repaired (Feet) | 25 | 391 | 381 | 641 |
| Street Signs Installed | 8 | 57 | 14 | 77 |
| Streets Paved (Miles) | 0 | 8.75 | 0 | 0 |
| Paved Streets Maintained (Asphalt - Tons) | 4.50 | 18.00 | 4.50 | 18 |
| Millions Gallons Treated | 98 | 550 | 92 | 530 |
| New Water Meters Installed | 5 | 16 | 1 | 9 |
| Waterlines Installed (Feet) | 0 | 0 | 0 | 100 |
| Waterline Breaks Repaired | 16 | 101 | 18 | 111 |
| Meters Exchanged | 12 | 143 | 85 | 281 |
| Turn-On/Turn-Off (Customer Request) | 142 | 687 | 131 | 738 |
| Turn-Offs/Non-Payment | 23 | 157 | 17 | 123 |
| Water System Dist. Valves Exercised | 0 | 40 | 23 | 88 |
| Vehicle Preventative Maint. Inspections | 51 | 297 | 48 | 298 |
| Vehicles/Equipment Serviced | 103 | 516 | 84 | 530 |

PUBLIC WORKS UPDATE

April 2016

Streets/Sidewalks – 432

1. Traffic signal at Country Club and Wilbur Avenue being designed by Seminole County. Widening of Country Club to accommodate turn lanes being designed by WGI.
2. New sidewalk & turn lane on E. Crystal Lake Ave. Bid Date of 6/1/16.
3. Emma Oaks Trail sidewalk bids received, waiting on Progress Energy work to be completed prior to award. Looking at June time line.
4. Milling and paving projects are complete.
5. 17-92 CRA Streetscape in design.

Water Treatment – 434

1. 12-month average daily water demand 3.18 million gallons (6% above previous 12 months). CUP allowance 4.94 MGD. 12-month maximum day demand 5.38, plant capacity 9.99 MGD. Rainfall five inches below average year to date.
2. New high service pump variable frequency drives on order.

Water Distribution/Wastewater Collection – 435

1. Meter Change-out Program – ongoing.
2. Lift station pump maintenance program – all stations have been repaired/modified; we are experiencing a 25% reduction in electric use over 2011.
3. Palmetto Street Turn Lane and Lake Mary Blvd. Sewer Project complete.

Public Works has not had a lost-time accident since April 9, 2012.

| | Apr-16 | FYTD | Apr-15 | FYTD |
|---|--------|-------|--------|------|
| Work Orders Completed | 42 | 229 | 37 | 182 |
| Sidewalks Repaired (Feet) | 55 | 446 | 335 | 976 |
| Street Signs Installed | 8 | 65 | 15 | 92 |
| Streets Paved (Miles) | 0 | 8.75 | 0 | 0 |
| Paved Streets Maintained (Asphalt - Tons) | 2.50 | 20.50 | 4.50 | 22 |
| Millions Gallons Treated | 98 | 648 | 95 | 625 |
| New Water Meters Installed | 9 | 25 | 3 | 12 |
| Waterlines Installed (Feet) | 0 | 0 | 0 | 100 |
| Waterline Breaks Repaired | 12 | 113 | 17 | 128 |
| Meters Exchanged | 23 | 166 | 23 | 304 |
| Turn-On/Turn-Off (Customer Request) | 133 | 820 | 129 | 867 |
| Turn-Offs/Non-Payment | 18 | 175 | 36 | 159 |
| Water System Dist. Valves Exercised | 15 | 55 | 37 | 125 |
| Vehicle Preventative Maint. Inspections | 50 | 347 | 51 | 349 |
| Vehicles/Equipment Serviced | 84 | 600 | 90 | 620 |

Human Resources

March 2016 Report

| Employment | 03/16 | YTD | 03/15 | YTD |
|---|--------------|------------|--------------|------------|
| Applications received/acknowledged | 71 | 506 | 62 | 355 |
| New Hire Orientations | 8 | 21 | 0 | 16 |
| Resignations/Terminations | 6 | 18 | 0 | 10 |
| Current Vacancies (FT/PT Employment Opportunities) | 10 | 44 | 8 | 37 |
| Positions filled in house | 2 | 4 | 1 | 3 |
| Positions filled outside | 8 | 21 | 0 | 16 |
| Surveys Conducted/Completed | 16 | 78 | 20 | 60 |
| Employee Evaluations | 14 | 84 | 13 | 75 |
| Employee Verifications | 4 | 25 | 3 | 31 |
| Personnel Actions Initiated | 74 | 228 | 62 | 208 |
| Grievances Filed | 0 | 0 | 0 | 2 |
| Employee Insurance Assistance | 8 | 81 | 5 | 16 |
| Current Full Time Employees | 176 | | 178 | |
| Current Part Time Employees | 20 | | 17 | |
| Special Projects | | | | |
| Personnel Policy Manual | | | | |
| Insurance renewals | | | | |
| Insurance | | | | |
| | 03/16 | YTD | 03/15 | YTD |
| On the Job Injuries - Medical Attention Required | 1 | 9 | 0 | 3 |
| On the Job Injuries - No Medical Attention Required | 0 | 3 | 0 | 1 |
| City Vehicle Accidents Reported - Under \$500 | 0 | 2 | 1 | 2 |
| City Vehicle Accidents Reported - Over \$500 | 0 | 3 | 0 | 3 |
| Loss/Damage Reports - Under \$500 | 2 | 10 | 0 | 6 |
| Loss/Damage Reports - Over \$500 | 0 | 0 | 1 | 4 |
| Damage to City Property by Others - Under \$500 | 0 | 3 | 0 | 0 |
| Damage to City Property by Others - Over \$500 | 0 | 0 | 0 | 0 |
| Liability/Claimant Incident Reports - Under \$500 | 0 | 0 | 0 | 0 |
| Liability/Claimant Incident Reports - Over \$500 | 0 | 3 | 0 | 0 |
| Special Hearings/Mediations | 0 | 0 | 0 | 0 |

Human Resources

April 2016 Report

| Employment | 04/16 | YTD | 04/15 | YTD |
|---|--------------|------------|--------------|------------|
| Applications received/acknowledged | 67 | 573 | 66 | 421 |
| New Hire Orientations | 2 | 23 | 0 | 16 |
| Resignations/Terminations | 2 | 20 | 2 | 12 |
| Current Vacancies (FT/PT Employment Opportunities) | 8 | 52 | 7 | 44 |
| Positions filled in house | 0 | 4 | 0 | 3 |
| Positions filled outside | 2 | 23 | 0 | 16 |
| Surveys Conducted/Completed | 14 | 92 | 27 | 87 |
| Employee Evaluations | 44 | 128 | 44 | 119 |
| Employee Verifications | 3 | 28 | 3 | 34 |
| Personnel Actions Initiated | 29 | 257 | 36 | 244 |
| Grievances Filed | 0 | 0 | 0 | 2 |
| Employee Insurance Assistance | 10 | 91 | 4 | 20 |
| Current Full Time Employees | 175 | | 179 | |
| Current Part Time Employees | 22 | | 16 | |
| Special Projects | | | | |
| Personnel Policy Manual | | | | |
| Insurance renewals | | | | |
| Insurance | | | | |
| | 04/16 | YTD | 04/15 | YTD |
| On the Job Injuries - Medical Attention Required | 1 | 10 | 0 | 3 |
| On the Job Injuries - No Medical Attention Required | 0 | 3 | 0 | 1 |
| City Vehicle Accidents Reported - Under \$500 | 0 | 2 | 1 | 3 |
| City Vehicle Accidents Reported - Over \$500 | 1 | 4 | 0 | 3 |
| Loss/Damage Reports - Under \$500 | 1 | 11 | 0 | 6 |
| Loss/Damage Reports - Over \$500 | 0 | 0 | 2 | 6 |
| Damage to City Property by Others - Under \$500 | 0 | 3 | 0 | 0 |
| Damage to City Property by Others - Over \$500 | 0 | 0 | 0 | 0 |
| Liability/Claimant Incident Reports - Under \$500 | 0 | 0 | 0 | 0 |
| Liability/Claimant Incident Reports - Over \$500 | 1 | 4 | 0 | 0 |
| Special Hearings/Mediations | 0 | 0 | 0 | 0 |



MEMORANDUM

DATE: May 19, 2016

TO: Mayor and City Commission

FROM: Bryan Nipe, Parks and Recreation Director

VIA: Jackie Sova, City Manager

SUBJECT: Parks and Recreation Update for March 2016

Programs and Rental Facilities

Community Center

| | |
|----------|--|
| Rentals | <ul style="list-style-type: none"> • There were 31 rentals in March 2016, an 11% increase from March 2015 • At March's end, 181 rentals have been completed in fiscal year 2016, compared to only 133 during the same time period in fiscal year 2015 (36% increase). • HOA free usage dropped by 44% this March compared to March 2015. |
| Programs | <ul style="list-style-type: none"> • Compared to March 2015: <ul style="list-style-type: none"> ○ Tri-Balance Martial Arts class average showed 53% growth in participants ○ Zumba class average showed no fluctuation in participants ○ Yoga participants showed no fluctuation from March 2015 to March 2016 • Sweating with Helen continues to do well at the Community Center with an increased average of 21 participants per class in March. |

| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
|------------------|---------------|--------------------|--------------|--------------|
| classes | 72 | 67 | 399 | 354 |
| non-revenue uses | 10 | 12 | 57 | 72 |
| rentals | 31 | 28 | 181 | 133 |
| Summer Camp | \$ - | \$ 1,100.00 | \$ - | \$ 1,100.00 |
| rental revenue | \$ 6,438.73 | \$ 9,270.61 | \$ 41,586.13 | \$ 44,902.81 |
| expenses | \$ 12,093.50 | \$ 9,060.54 | \$ 84,605.17 | \$ 57,181.63 |

Sports Complex

| | |
|----------------------------|--|
| Rentals | <ul style="list-style-type: none"> Compared to March 2015: <ul style="list-style-type: none"> Soccer field rentals up 6% Baseball/softball rentals up 47% LMLL practices are up by 24% and LMLL games up by 9% |
| Programs | <ul style="list-style-type: none"> Coed Kickball spring season kicked off on March 4th and has 10 teams participating Adult Softball winter season wrapped up in the first couple weeks of March and Men's spring season began last week of March with 6 teams participating Coed Softball spring season will begin in April and had 5 teams registered in March |
| Skate Park & Batting Cages | <ul style="list-style-type: none"> 6 Annual Skate park passes were sold in March 2016 Pass usage showed no fluctuation compared to March 2015 144 Batting Cage tokens were sold in March 2016 |
| Splash Pad | <ul style="list-style-type: none"> Splash pad usage down 74% compared to March 2015 due to cold weather over first half of Spring Break and poor weather on the weekends in March. |

| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
|---------------------------------------|--------------------|---------------------|---------------------|---------------------|
| Sports Complex | \$ 3,676.55 | \$ 2,804.99 | \$ 24,052.97 | \$ 18,744.55 |
| Leagues | \$ 3,525.00 | \$ 3,000.00 | \$ 9,550.00 | \$ 8,225.00 |
| Concession (Trailhead & Sports Comp.) | \$ 1,179.86 | \$ 2,280.55 | \$ 5,523.88 | \$ 4,225.25 |
| Skate Park | \$ 362.66 | \$ 314.11 | \$ 1,630.65 | \$ 2,321.58 |
| Splash Park | \$ 754.46 | \$ 2,855.84 | \$ 1,077.85 | \$ 3,095.46 |
| TOTAL OTHER REVENUES | \$ 9,498.53 | \$ 11,255.49 | \$ 41,835.35 | \$ 36,611.84 |

Events Center

| | <ul style="list-style-type: none"> Lake Mary Events Center hosted 17 weddings in March and 16 corporate/school events Some notable events in March include Seminole County Chamber Breakfast, Flagler Hospital and Elevation Health, and CMS Security Systems Lake Mary Events Center, once again, hosted the Elections on March 15th Seminole County Health Department met here this month Seminole County Healthy Start Coalition hosted a baby shower event Chief Bracknell hosted the FBINAA luncheon here with many current and former FBI personnel Lake Mary High School Cheer and Seminole High School basketball held banquets at the Lake Mary Events Center | | | |
|------------------|--|--------------------|--------------|--------------|
| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
| non-revenue uses | 1 | 2 | 5 | 6 |
| rentals | 33 | 30 | 167 | 166 |
| catering revenue | \$ 4,856.28 | NR | \$ 30,910.20 | NR |

| | | | | |
|----------------|--------------|--------------|---------------|---------------|
| rental revenue | \$ 45,753.51 | \$ 52,101.18 | \$ 262,877.07 | \$ 287,671.49 |
| total revenue | \$ 50,609.79 | \$ 52,101.18 | \$ 293,787.27 | \$ 287,671.49 |
| expenses | \$ 37,565.80 | \$ 29,825.28 | \$ 213,052.98 | \$ 200,223.39 |

Central Park

- Compared to March 2015:
 - Vendor space occupancy is up 6%
 - Weekly shopper average is down 59% due to poor weather on 3/19 and 3/26.
- Events in April
 - Family Fun Day – April 2nd
 - WineART Wednesdays – April 6th
 - Arbor Day Tree Giveaway at the Farmer's Market – April 30th

| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
|----------------|---------------|--------------------|--------------|--------------|
| Park Rentals | \$ 307.50 | \$ 75.00 | \$ 862.50 | \$ 994.06 |
| Farmers Market | \$ 2,152.49 | \$ 1,966.32 | \$ 13,113.26 | \$ 10,376.12 |
| total revenue | \$ 2,459.99 | \$ 2,041.32 | \$ 13,975.76 | \$ 11,370.18 |

Tennis

- Tennis membership is at 165 members for March 2016, a 3% increase from March 2015
- Tennis Director Contract expires in May. Selection process is open.

| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
|-------------|---------------|--------------------|--------------|--------------|
| memberships | 165 | 160 | | |
| revenue | \$ 1,609.23 | \$ 1,401.40 | \$ 8,719.04 | \$ 7,958.50 |
| expenses | \$ 2,366.12 | \$ 2,760.29 | \$ 17,714.05 | \$ 20,667.28 |

Senior Center

- Numbers down in March 2016 due to the Senior Center's most popular instructor being gone for a week due to a family emergency.
- Renovation plans are in development

| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
|-------------------------|---------------|--------------------|--------------|--------------|
| classes | 130 | 122 | 762 | 710 |
| individual participants | 2,736 | 2,698 | 13,913 | 13,811 |
| revenue | \$ 612.12 | \$ 787.10 | \$ 17,638.15 | \$ 18,044.50 |
| expenses | \$ 6,821.46 | \$ 7,453.01 | \$ 42,649.60 | \$ 44,200.69 |

Total Revenue and Expenses for Program and Rental Facilities

| | Mar-16 | Current YTD | Mar-15 | Previous YTD |
|----------------|------------|-------------|------------|--------------|
| Total Revenue | 71,228.39 | 417,541.70 | 76,857.10 | 406,559.32 |
| Total Expenses | 58,846.88 | 358,021.80 | 49,099.12 | 322,272.99 |
| | +12,381.51 | +59,519.90 | +27,757.98 | +84,286.33 |

| Lake Mary Historical Museum | |
|-----------------------------|---|
| | <ul style="list-style-type: none"> “Honoring our Military” exhibit runs until the end of the month and has brought in 147 guests The Local Artists Exhibit list will begin July 30th There is a firm date for the Appraisal Fair, June 18, 2016 The Museum has been able to publish “The Walking Tour of Old Lake Mary” |

| Parks Maintenance | |
|-------------------|--|
| | <ul style="list-style-type: none"> Facilities and Parks staff gave the Tennis Pro shop a face-lift which included paint, vertical blinds and new umbrellas Sign replacement throughout Parks and roadways Heritage Park plans to be complete by May |

| Building Maintenance Expenses | | | | |
|-------------------------------|---|--------------|-------------|--------------|
| | <ul style="list-style-type: none"> No work orders contracted out this month. Because of this, our labor and materials costs are higher but contracting was \$0. Our totals may look higher for March 2016 compared to March 2015, but if you compare the total work order expenses for Year to Date for 2016 and Year to Date 2015, you can see that this year we are coming in \$25,000 under where we were this time last year. | | | |
| Work Order Category | Mar-16 | Current YTD | Mar-15 | Previous YTD |
| Labor | \$ 4,985.87 | \$ 33,594.06 | \$ 3,613.71 | \$ 30,379.77 |
| Materials | \$ 4,140.75 | \$ 22,507.06 | \$ 1,358.71 | \$ 14,737.98 |
| Contractor | \$ - | \$ 13,825.77 | \$ 1,808.95 | \$ 49,710.17 |
| Totals | \$ 9,126.62 | \$ 69,926.89 | \$ 6,781.37 | \$ 94,827.92 |



MEMORANDUM

DATE: May 19, 2016

TO: Mayor and City Commission

FROM: Bryan Nipe, Parks and Recreation Director

VIA: Jackie Sova, City Manager

SUBJECT: Parks and Recreation Update for April 2016

Programs and Rental Facilities

| Community Center | | | | |
|------------------|--|--------------------|--------------|--------------|
| Rentals | <ul style="list-style-type: none"> • There were 36 rentals in April 2016, a 125% increase from April 2015 • At April's end, 217 rentals have been completed in fiscal year 2016, compared to only 149 during the same time period in fiscal year 2015 (46% increase). | | | |
| Programs | <ul style="list-style-type: none"> • Compared to April 2015: <ul style="list-style-type: none"> ○ Tri-Balance Martial Arts class average showed 127% increase in participants ○ Zumba class average showed 18% increase in participants ○ Yoga participants showed 100% increase in participants • Sweating with Helen continues to do well at the Community Center with a continued average of 21 participants per class in April • Summer Camp enrollment began April 1st for Lake Mary Residents and open registration began April 18th. By the last week of April all but a few weeks were full with 60 children enrolled for each. | | | |
| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
| classes | 66 | 71 | 465 | 425 |
| non-revenue uses | 15 | 19 | 72 | 91 |
| rentals | 36 | 16 | 217 | 149 |
| Summer Camp | \$ 15,375.00 | \$ 12,595.00 | \$ 15,375.00 | \$ 13,695.00 |
| rental revenue | \$ 9,121.20 | \$ 4,116.99 | \$ 50,707.33 | \$ 47,919.80 |

| | | | | |
|---------------|--------------|--------------|---------------|--------------|
| total revenue | \$ 24,496.20 | \$ 16,711.99 | \$ 66,082.33 | \$ 61,614.80 |
| expenses | \$ 19,720.37 | \$ 9,890.04 | \$ 104,325.54 | \$ 67,071.67 |

| Sports Complex | |
|----------------------------|--|
| Rentals | <ul style="list-style-type: none"> Compared to April 2015: <ul style="list-style-type: none"> Soccer field rentals down 18% Baseball/softball rentals up 38% LMLL practices are down by 23% and LMLL games down by 1% |
| Programs | <ul style="list-style-type: none"> Coed Kickball spring season continued through April featuring March Madness and Superheroes theme nights Adult Softball spring season continued through April |
| Skate Park & Batting Cages | <ul style="list-style-type: none"> 5 Annual Skate park passes were sold in April 2016, a 400% increase from April 2015 Daily skate park usage up 107% compared to April 2015 Pass usage was up 110% compared to April 2015 152 Batting Cage tokens were sold in April 2016 Updated Skate Park policies and removed session times for Skateboarders and BMX to allow them to utilize park simultaneously. With the new policy in place BMX usage, compared to April 2015, increased 150% |
| Splash Pad | <ul style="list-style-type: none"> Splash pad usage down 5% compared to April 2015 11 Seasonal Splash pad passes were sold in April 2016, a 120% increase compared to the 5 sold in April 2015 |

| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
|---------------------------------------|---------------|--------------------|--------------|--------------|
| Sports Complex Rentals | \$ 1,211.25 | \$ 771.05 | \$ 25,264.22 | \$ 19,515.60 |
| Leagues | \$ - | \$ 1,005.00 | \$ 9,550.00 | \$ 9,230.00 |
| Concession (Trailhead & Sports Comp.) | \$ 1,429.73 | \$ 1,855.95 | \$ 6,953.61 | \$ 6,081.20 |
| Skate Park | \$ 422.48 | \$ 157.06 | \$ 2,053.13 | \$ 2,478.64 |
| Splash Park | \$ 952.35 | \$ 1,205.87 | \$ 2,030.20 | \$ 4,301.33 |
| TOTAL | \$ 4,015.81 | \$ 4,994.93 | \$ 45,851.16 | \$ 41,606.77 |

Events Center

- Lake Mary Events Center hosted 14 weddings in April and 8 corporate/school events
- Some notable events in April included the State of the City, Flagler Hospital, Elevation Health, and FMASH
- Lake Mary Events Center hosted the FMASH Conference on April 12th and 13th
- State of the City was held at the Lake Mary Events Center on April 28th
Rollins College Senior Banquet was held at the Lake Mary Events Center on April 20th

| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
|------------------|---------------|--------------------|---------------|---------------|
| non-revenue uses | 1 | 3 | 6 | 11 |
| rentals | 21 | 30 | 188 | 195 |
| catering revenue | \$ 7,129.67 | NR | \$ 38,039.87 | NR |
| rental revenue | \$ 38,981.00 | \$ 44,301.33 | \$ 301,858.07 | \$ 331,972.82 |
| total revenue | \$ 46,110.67 | \$ 44,301.33 | \$ 339,897.94 | \$ 331,972.82 |
| expenses | \$ 43,496.53 | \$ 35,406.84 | \$ 256,549.51 | \$ 235,630.23 |

Central Park

- Farmers Market: Vendor space occupancy is up 5%
- Weekly shopper average is down 73% due to Family Fun Day and Farmers Market being cancelled because of bad weather
- Car Show Summer Series kicks off May 15th from 11am to 2pm.

| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
|----------------|---------------|--------------------|--------------|--------------|
| park rentals | \$ 307.50 | \$ 75.00 | \$ 862.50 | \$ 994.06 |
| Farmers Market | \$ 1,903.23 | \$ 1,735.97 | \$ 15,016.49 | \$ 12,112.09 |
| total revenue | \$ 2,210.73 | \$ 1,810.97 | \$ 15,878.99 | \$ 13,106.15 |

Tennis

- Tennis membership is at 165 members for April 2016, a 3% increase from April 2015
- Revenue is up slightly with costs down slightly
- Bucky Copeland Memorial Tournament was held on April 30th and May 1st. This marks the 1st time the tournament was located at the Tennis Center in the 30 years it has been held.

| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
|-------------|---------------|--------------------|----------------|----------------|
| memberships | 165 | 160 | | |
| revenue | \$ \$1,234.42 | \$ \$1,605.80 | \$ \$9,953.46 | \$ \$9,564.30 |
| expenses | \$ \$5,159.16 | \$ \$2,803.92 | \$ \$22,873.21 | \$ \$23,471.20 |

Senior Center

- Tax preparation through AARP volunteers helped 279 people this year
 - The Senior Center offered a one day painting class and had 10 seniors registered
- Holy Cross Lutheran Academy approached the Crafty Corner and asked them to teach the 3rd grade students how to make hats and scarves on looms so they could complete a community project to donate their finished items to the homeless and attach encouraging letters to each

| Revenue | Current Month | This Month Last YR | Current YTD | Previous YTD |
|-------------------------|---------------|--------------------|--------------|--------------|
| classes | 130 | 129 | 892 | 839 |
| individual participants | 2,495 | 2,609 | 16,408 | 16,420 |
| revenue | \$ 215.68 | \$ 407.66 | \$ 17,853.83 | \$ 18,452.16 |
| expenses | \$ 10,048.11 | \$ 7,709.14 | \$ 52,697.71 | \$ 51,909.83 |

Total Revenue and Expenses for Programs and Rentals

| | 16-Apr | Current YTD | 15-Apr | Previous YTD |
|----------------|-----------|-------------|------------|--------------|
| Total Revenue | 78,571.01 | 496,112.71 | 70,202.68 | 476,762.00 |
| Total Expenses | 78,424.17 | 436,445.97 | 55,809.94 | 378,082.93 |
| | +146.84 | +59,666.74 | +14,392.74 | +98,679.07 |

Museum

- "Honoring our Military" exhibit runs until the end of the month and has brought in 147 guests
- The Local Artists Exhibit list will begin July 30th
- There is a firm date for the Appraisal Fair, June 18, 2016
- The Museum has been able to publish "The Walking Tour of Old Lake Mary"

Parks Maintenance

- Family Fun Day was a success even though it was called early due to inclement weather
- Two Parks employees participated and helped set up for the Relay for Life Event, which was a great success
- Facilities and Parks staff have started a fence project at Liberty Park and painted both boardwalks.
- Signage installation complete throughout City parks

Facilities Maintenance

| Work Order Category | Apr-16 | YTD-16 | Apr-15 | YTD-15 |
|----------------------------|---------------------|---------------------|--------------------|----------------------|
| Labor | \$ 2,605.28 | \$ 36,199.34 | \$ 3,720.90 | \$ 34,100.67 |
| Materials | \$ 2,058.61 | \$ 24,565.67 | \$ 2,107.25 | \$ 16,845.23 |
| Contractor | \$ 5614.07 | \$ 19,439.84 | \$ 600.00 | \$ 50,310.17 |
| Totals | \$ 10,277.96 | \$ 80,204.85 | \$ 6,428.15 | \$ 101,256.07 |